

**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 2nd day of February, 2016 at 9:00 a.m.** in the Commissioners' Courtroom, 1st 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**
 1. Proclamation Recognizing February 5, 2016 as Go Red for Women Day
 - B. HEARING FROM MEMBERS OF THE PUBLIC ON COUNTY BUSINESS MATTERS**
 - C. ITEMS PREVIOUSLY DEFERRED**
 1. *Regarding the FY 16 Budget:* Authorization of Expenditure Request: Constable, Precinct 1 (re: Body Cameras)
 2. *Regarding Previously Deferred Bids / RFP's/ RFQ's:*
 - a. Bid 16-002: Aggregate for Surface Treatment
 - b. Bid 16-003: Pit Run Gravel
 3. *Regarding Contracts / Lease Agreements/ Interlocal Agreements:*
 - a. Authorization of Agreement for Waterside Maintenance: Specialty Water Treatments, LLC
 4. Discussion and/or Action regarding McLennan County Travel Policy Revisions
 - 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. Regarding the American Heart Association American Heart Month: Authorization of Request to Light the Courthouse Red for February
 2. Regarding the Texas Department of Transportation Off-System Bridge Replacement Project: Authorization of Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System re: CR 777 (12th Street Road) Over Cottonwood Creek (NBI Structure # 09-161-0-AA07-77-002) and related Economically Disadvantaged Counties Program Information Sheet / Affidavit
 - 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
 - b. Regarding the Tax Abatement Agreement with Sandy Creek Associates, L.P.: Recording of Certification Statement
 2. Authorization of Services Agreement: GGA Pest Management Services
 3. Authorization of Settlement and Release Agreement: nDivision (re: Data Services)
 4. Authorization of Lease Agreement: Pitney Bowes Global Financial Services, LLC (re: Mailing Machine for Elections Department)
 5. Authorization of Maintenance Agreement: CTWP (re: Treasurer's Office Copier)
 6. Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work)
 7. Authorization of Interlocal Cooperation Agreement: City of Gholson
 8. Authorization of Interlocal Cooperation Agreement: City of Lacy Lakeview
 9. Authorization of Interlocal Cooperation Agreement: City of Leroy
 10. Authorization of Interlocal Cooperation Agreement: City of West
 11. Authorization of Professional Civil Engineering Services Proposal: Walker Partners (re: Chapel Road Safety and Widening Improvements Project)
 12. Authorization of Support and Maintenance Agreement: HOVServices (re: Records Management / Archives)
 - 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 16 Budget:**
 - a. Regarding the Texas Association of Counties Risk Management Pool: Authorization of Claim Deductible Invoices:
 - 1) Invoice # NRDD-0001573-LE
 - 2) Invoice # NRDD-0001576-GL
 - b. Road & Bridge, Precinct 2
 - c. Maintenance of Buildings
 - d. 19th District Court
 - e. McLennan County Public Health District
 - f. Permanent Improvement Fund (Fund 401)
 - 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
 1. Authorization of Service Agreement Acceptance Form: Smiths Detection (re: X-Ray Machines)
 2. Authorization of Requests for Purchase of Duty Weapons Upon Retirement of Peace Officers (relative to Government Code § 614.051)
 3. Authorization of 2016 - 2017 Aviation Insurance Proposal: Starr Indemnity and Liability Company
 - 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

I. Heart O'Texas Fair / Extraco Events Center Agenda Items continued:

b. *ARC Roofing Agreement*: Authorization of Change Orders / Work Orders / Additional Services / Addendums, Updates, related matters

1) Authorization of ARC Roofing Payment Application No. 8 (ARC Inv. # 15-11-001-8RET) / Final Payment Request and Acceptance of Close-Out Documents

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 Office of the Governor County Essentials Services Program: Authorization regarding Submission of Grant Application and related Resolution (re: Twin Peaks)

2. Regarding the County Energy Transportation Reinvestment Zone (CERTZ): Authorization of County Judge to Sign Grant Documents including Invoices, Reimbursement Requests, and related Items

K. BIDS / RFP'S / RFQ'S / QUOTATIONS for GOODS & SERVICES, including Recording of Vendor HB 914 Conflict Disclosure Statements, if applicable

1. Discussion and/or Action regarding Change in Opening Date for Bids:

a. Bid 16-004: Crushed Limestone Flexbase Loaded in McLennan County Trucks and/or Trailers of Delivered

b. Bid 16-005: Lightweight Aggregate for Surface Treatment

c. Bid 16-006: Corrugated Steel Culverts

d. Bid 16-007: Asphalt Emulsions

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

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

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. Pretrial Services

b. Constable, Precinct 1

c. Justice of the Peace, Precinct 1, Place 2: Recording of Appointment of County Clerks

d. County Treasurer

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. County Sheriff

b. Justice of the Peace, Precinct 1, Place 2

c. District Attorney

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. Greater Waco Chamber of Commerce: Monthly Economic Development Report, December 2015

b. Texas County and District Retirement System (TCDRS): Presentation regarding New Rules for the Retirement Plan

7. *Commissioners Court*, Discussion on, Consideration of and/or Action on:

a. Ratification of Purchase / Designation of Authorized Purchaser:

b. Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County

c. Regarding Americans with Disabilities Act Compliance Project:

d. Regarding the On-Site Sewage Facility (O.S.S.F.) Program: Authorization of December 2015 Billing / Reports

e. Authorization for County Engineer to Obtain Surveying Services for TxDOT Off-System Bridget Replacement Projects, Precincts 1 and 4

f. Authorization of Exterior Lighting Policy for the McLennan County Courthouse

g. Authorization of Tax Resale Deeds:

1) MCAD # 48042500005001: Lot A5, Block C, Vermont Place Addition, City of Waco, McLennan County, Texas

2) MCAD # 480191000038005: Lot 3, Block 17, Garland Addition, City of Waco, McLennan County, Texas

3) MCAD # 480191000023009: Lot 22, Block 16, Garland Addition, City of Waco, McLennan County, Texas

4) MCAD # 480434000181001: Lot 23, Block 9, J. Weisman Addition, City of Waco, McLennan County, Texas

5) MCAD # 480045000049000: Lots 13 & 14, Block 3, Beverly Place Addition, City of Waco, McLennan County, Texas

6) MCAD # 480176000666000: Lots A13 & A14, Block 67, Farwell Heights Addition, City of Waco, McLennan County, Texas

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 / Discussion regarding Lincoln City Road Flooding and Matters Related Thereto

M. Commissioners Court Work Session Items continued:

- 4. **Discussion re: Texas Department of Transportation:** including Discussion re: Rural/Public Transportation, related matters
- 5. **Discussion re: Department Head Reviews**

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 28th day of January, 2016


 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 28th day of January, 2016 at 9:20 o'clock a.m.

Witness my hand and seal of office at Waco, McLennan County, Texas this 28th day of January, 2016

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

BY  (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: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan, Deputy

AGENDA: FEBRUARY 2, 2016

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

CD-374, 9:00

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.

AGENDA: FEBRUARY 2, 2016

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

A. APPROVAL / RATIFICATION OF PROCLAMATIONS / RESOLUTIONS

- | | |
|---|-----------------|
| 1. Proclamation Recognizing February 5, 2016 as Go
Red for Women Day | Approved |
|---|-----------------|

CD-374, 9:01

ORDER APPROVING:

PROCLAMATION RECOGNIZING FEBRUARY 5, 2016
AS GO RED FOR WOMEN DAY

On this the 2 day of February 2016, came on for consideration the matter of Proclamation Recognizing February 5, 2016 as Go Red for Women Day. Judge Felton read the Proclamation into the Minutes and presented to representatives of the American Heart Association. Commissioner Snell made a motion to approve the Proclamation and it was seconded simultaneously by Judge Felton and 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 Proclamation be, and the same is hereby, approved by unanimous vote.



**A PROCLAMATION OF THE COMMISSIONERS COURT RECOGNIZING
FEBRUARY 5, 2016 AS GO RED FOR WOMEN DAY**

WHEREAS, heart disease and stroke kill one in three women in the U.S., yet eighty percent of cardiac events may be prevented; and

WHEREAS, cardiovascular diseases and stroke kill one woman every 80 seconds in the U.S.; and

WHEREAS, an estimated 44 million women in the U.S. are affected by cardiovascular diseases; and

WHEREAS, ninety percent of women have one or more risk factors for developing heart disease, yet only one in five American women believe that heart disease is her greatest health threat; and

WHEREAS, women comprise only 24 percent of participants in all heart-related studies; and

WHEREAS, women are less likely to call 911 for themselves when experiencing symptoms of a heart attack than they are if someone else were having a heart attack; and

WHEREAS, only 36% of African American women and 34% of Hispanic women know that heart disease is their greatest health risk, compared to 65% of Caucasian women; and

WHEREAS, women involved with the American Heart Association's Go Red For Women® movement live healthier lives, nearly ninety percent have made at least one healthy behavior change; and

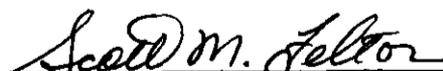
WHEREAS, Go Red For Women is asking all Americans to Go Red by wearing red and speaking red.

- **Get Your Numbers:** Ask your doctor to check your blood pressure and cholesterol.
- **Own Your Lifestyle:** Stop smoking, lose weight, exercise and eat healthy.
- **Raise Your Voice:** Advocate for more women-related research and education.
- **Educate Your Family:** Make healthy food choices for you and your family. Teach your kids the importance of staying active.
- **Donate:** Show your support with a donation of time or money.

THEREFORE, the McLennan County Commissioners Court, in recognition of the importance of the ongoing fight against heart disease and stroke, do hereby proclaim **Friday, February 5, 2016 to be National Wear Red Day in McLennan County, Texas** and urge all citizens to show their support for women and the fight against heart disease by commemorating this day by the wearing of the color red. By increasing awareness, speaking up about heart disease, and empowering women to reduce their risk for cardiovascular disease, we can save thousands of lives each year.

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

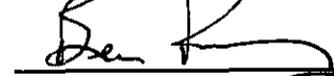
IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of McLennan County to be affixed this 2nd day of February, 2016.


SCOTT M. FELTON, County Judge

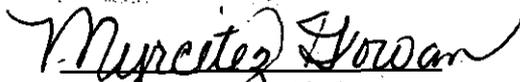

KELLY SNELL, Commissioner, Pct. 1


LESTER GIBSON, Commissioner, Pct. 2


WILL JONES, Commissioner, Pct. 3


BEN PERRY, Commissioner, Pct. 4

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


By: Deputy County Clerk.

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcella Gowen DEPUTY

Know the Warning Signs for Heart Disease and Stroke

Cardiovascular diseases kill more women than men. But 80% of cardiac events in women may be prevented if women made the right choices for their hearts involving diet, exercise and abstinence from smoking. Don't ignore heart problems. It's a matter of life and death! For example, you should know the warning signs so you can get help right away, either for yourself or someone close to you. Acting quickly can save many, many lives!

Some heart attacks are sudden and intense, and no one doubts what's happening. But most heart attacks start slowly, with mild pain or discomfort. Often people aren't sure what's wrong and wait too long before getting help. Here are signs that can mean a heart attack is happening:

- **Uncomfortable pressure, squeezing, fullness or pain in the center of your chest.** It lasts more than a few minutes, or goes away and comes back.
- **Pain or discomfort in one or both arms, the back, neck, jaw or stomach.**
- **Shortness of breath with or without chest discomfort.**
- **Other signs such as breaking out in a cold sweat, nausea or lightheadedness.**
- **As with men, women's most common heart attack symptom is chest pain or discomfort.** But women are somewhat more likely than men to experience some of the other common symptoms, particularly shortness of breath, nausea/vomiting and back or jaw pain.

If you have any of these signs, don't wait! Call 9-1-1. Get to a hospital right away.

If you or someone you're with has chest discomfort, especially with one or more of the other signs, don't wait longer than a few minutes (no more than five) before calling for help.

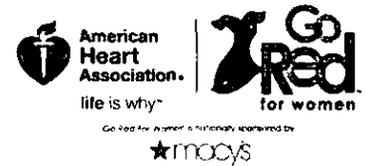
CALL 9-1-1 ... GET TO A HOSPITAL RIGHT AWAY

Calling 9-1-1 is almost always the fastest way to get lifesaving treatment. Emergency medical services (EMS) staff can begin treatment when they arrive — up to an hour sooner than if someone gets to the hospital by car. The staff are also trained to revive someone whose heart has stopped. You'll also get treated faster in the hospital if you come by ambulance. If you can't access EMS, have someone drive you to the hospital right away. If you're the one having symptoms, don't drive yourself, unless you have absolutely no other option.



Go Red For Women is nationally sponsored by





GO RED FOR WOMEN® 2016 FACT SHEET

Let's unite to prevent heart disease and stroke. It's time to put our hearts into it and Go Red For Women. Schedule a Well-Woman Visit today.

Help women across America take charge of their health – in one doctor visit. A single Well-Woman Visit can give a head-to-heart-to-toe view of a woman's overall health.

Our mothers, daughters, sisters and friends are at risk. Heart disease and stroke cause 1 in 3 deaths among women each year – more than all cancers combined. Fortunately, we can change that because 80 percent of cardiac and stroke events may be prevented with education and action.

Get informed about the risks of heart disease and stroke. Know the red flags. Know your heart health story.

Schedule a Well-Woman Visit: invest an hour in your life to save the rest.

- A Well-Woman Visit is a scheduled prevention check-up to review a woman's overall health so her doctor can measure blood pressure, check cholesterol and look for signs of heart disease, stroke and other illnesses.
- It is a separate visit from other appointments for specific sicknesses or injuries.
- The visit can be scheduled with a primary care physician, nurse-practitioner or an Obstetrician Gynecologist (OB-GYN).
- Know your family health history before your Well-Woman Visit. Family history can be a significant – and often unknown – risk factor for heart disease and stroke.
- For most women, a Well-Woman Visit has no additional costs because of the Affordable Care Act, but not for all, so check your insurance plan for preventive services coverage before scheduling your visit.

Go Red For Women inspires women to make lifestyle changes, mobilize communities and shape policies to save lives. United, we are working to improve the health of all women.

Here are a few ways you can unite to prevent heart disease and stroke:

- Schedule a Well-Woman Visit today to learn about your health status and risk for diseases.
- Document your health habits and your family health history
- Encourage your family and friends to take small steps toward healthy lifestyles to improve health and to reduce their risk for heart disease and stroke
- Explain "What it means to Go Red" by sharing the following acronym:

Get Your Numbers: Ask your doctor to check your blood pressure, cholesterol and glucose.

Own Your Lifestyle: Stop smoking, lose weight, be physically active and eat healthy.

Raise Your Voice: Advocate for more women-related research and education.

Educate Your Family: Make healthy food choices for you & your family. Teach your kids the importance of staying active.

Donate: Show your support with a donation of time or money.

FACTS ABOUT CARDIOVASCULAR DISEASES

FACT 1: Cardiovascular diseases and stroke cause 1 in 3 women's deaths each year, killing approximately one woman every 80 seconds.

- An estimated 44 million women in the U.S. are affected by cardiovascular diseases.
- 90% of women have one or more risk factors for heart disease or stroke.

- Young women who have had a heart attack have lower quality of life and more physical limitations than young men.
- Women have a higher lifetime risk of stroke than men.
- Women are more likely to call 9-1-1 for someone else they believe to be having a heart attack than for themselves.

FACT 2: 80% of heart disease and stroke events may be prevented by lifestyle changes and education

- Prevention starts by scheduling a Well-Woman Visit today.
- Collecting your family health history – More than 95 percent of Americans consider family health history important, yet just over a third actively collect this information.
- The symptoms of heart attack can be different in women vs. men, and are often misunderstood – even by some physicians.
- Fewer women than men survive their first heart attack.
- Fundamentally, Life's Simple 7™ is the key: (1) Manage blood pressure, (2) Control cholesterol, (3) Reduce blood sugar, (4) Get active, (5) Eat better, (6) Lose weight and (7) Stop smoking

FACT 3: Heart disease and stroke affect women of all ethnicities.

- Cardiovascular diseases are the leading cause of death for African-American women, killing over 48,000 annually.
- Cardiovascular diseases are the leading cause of death for Hispanic women, killing nearly 21,000 annually.
- Only 36% of African American women and 34% of Hispanic women know that heart disease is their greatest health risk, compared with 65% of Caucasian women.
- Of African-American women ages 20 and older, 48.3% have cardiovascular disease. Yet, only 14% believe that cardiovascular disease is their greatest health problem.
- Only about 50% of African-American women are aware of the signs and symptoms of a heart attack. Hispanic women are least likely to have a usual source of health medical care and only 1 in 8 say that their doctor has ever discussed their risk for heart disease.

FACT 4: Women who are involved with the Go Red For Women movement live healthier lives.

- Nearly 90% have made at least one healthy behavior change.
- More than one-third has have lost weight.
- More than 50% have increased their exercise.
- 6 out of 10 have changed their diets.
- More than 40% have checked their cholesterol levels.
- One third have talked with their doctors about developing heart health plans.

FACT 5: When you get involved in supporting Go Red For Women by advocating, fundraising and sharing your story, more lives are saved.

- Today, in the U.S. about 285 fewer women die from heart disease and stroke each day
- Cardiovascular disease death in women has decreased by more than 30 percent over the past 10 years.

ABOUT GO RED FOR WOMEN

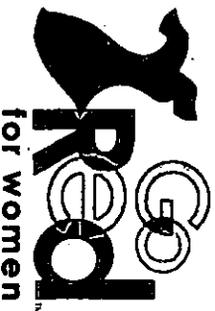
Go Red For Women is the American Heart Association's national movement to end heart disease and stroke in women. Heart disease and stroke kill 1 in 3 women – more than all cancers combined. The good news is that 80 percent of cardiac events may be prevented with education and lifestyle changes. Women who Go Red live healthier lives. For more than a decade, Go Red For Women has fought for equal health opportunity for women. The American Heart Association's Go Red For Women movement is nationally sponsored by Macy's, with additional support from our cause supporters. For more information, please visit GoRedForWomen.org or call 1-888-MY-HEART (1-888-694-3278).

The 2016 Waco GO RED FOR WOMEN® LUNCHEON

presented by Baylor Scott & White Medical Center - Hillcrest



American Heart Association®
life is why™



Go Red For Women is nationally sponsored by



Presented by



Locally sponsored by



Let's unite to prevent heart disease and stroke.
It's time to put our hearts into it and Go Red For Women.

WacoGoRed.heart.org

Friday, February 26

Baylor Club at McLane Stadium

Call event chair Loren Pam Schwartz at 254-498-4484 or
contact Janet.Ginsburg@heart.org for sponsorship information.

Featuring Keynote Speaker Dina Dwyer-Owens



*FILED: FEB 02 2016

U.S. District Court, McLane County, Texas
by: JACQUELINE SWANEN DEBARTY

The Court went to M. 3. Discussion re: County Property.

DISCUSSION 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: COUNTY PROPERTY, INCLUDING DISCUSSION
RE: SPACE AVAILABILITY & UTILIZATION OF COUNTY BUILDINGS,
UTILIZATION PLANNING, CONSULTANT, JOINT FACILITIES MASTER PLAN
OR STUDY / UPDATES RE: MAINTENANCE AT 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 RIGHTS OF WAYS / THEMIS STATUE / POLICY
RE: OFFICE REMODELING AND DISCUSSION REGARDING LINCOLN CITY ROAD
FLOODING AND MATTERS RELATED THERETO**

On this the 2 day of February, 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: County Property*, including Discussion Regarding Space Availability & Utilization of County Buildings, Utilization Planning, Consultant, Joint Facilities Master Plan or Study / Updates re: Maintenance at Hwy 6 or Downtown Jail / Maintenance at Tradinghouse Lake/Park / ADA Capital Improvements at Tradinghouse Lake/Park / Recommendations from Tradinghouse Lake/Park Advisory Committee / Tradinghouse Lake Pavilion Rental Issues / Policy for County Rights of Ways / Themis Statue / Policy re: Office Remodeling / Discussion regarding Lincoln City Road Flooding and Matters Related Thereto. The Court discussed issues regarding Chapel, Speegleville, and Surrey Ridge Road Safety and the Widening Improvement Project.

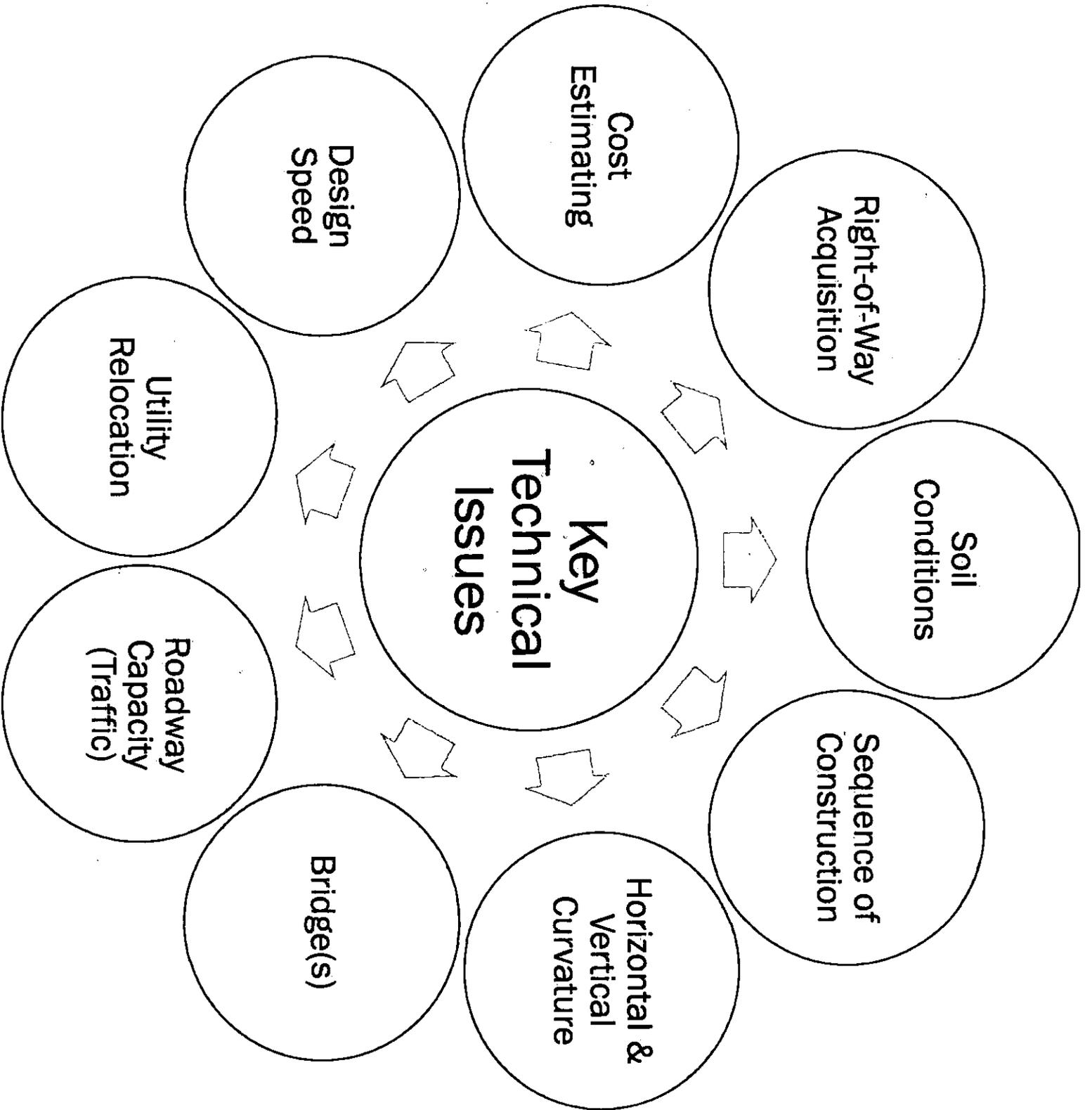
**Speegleville Road
Surrey Ridge Road
Chappel Road**

Commissioner's Court

February 2, 2016

Objectives

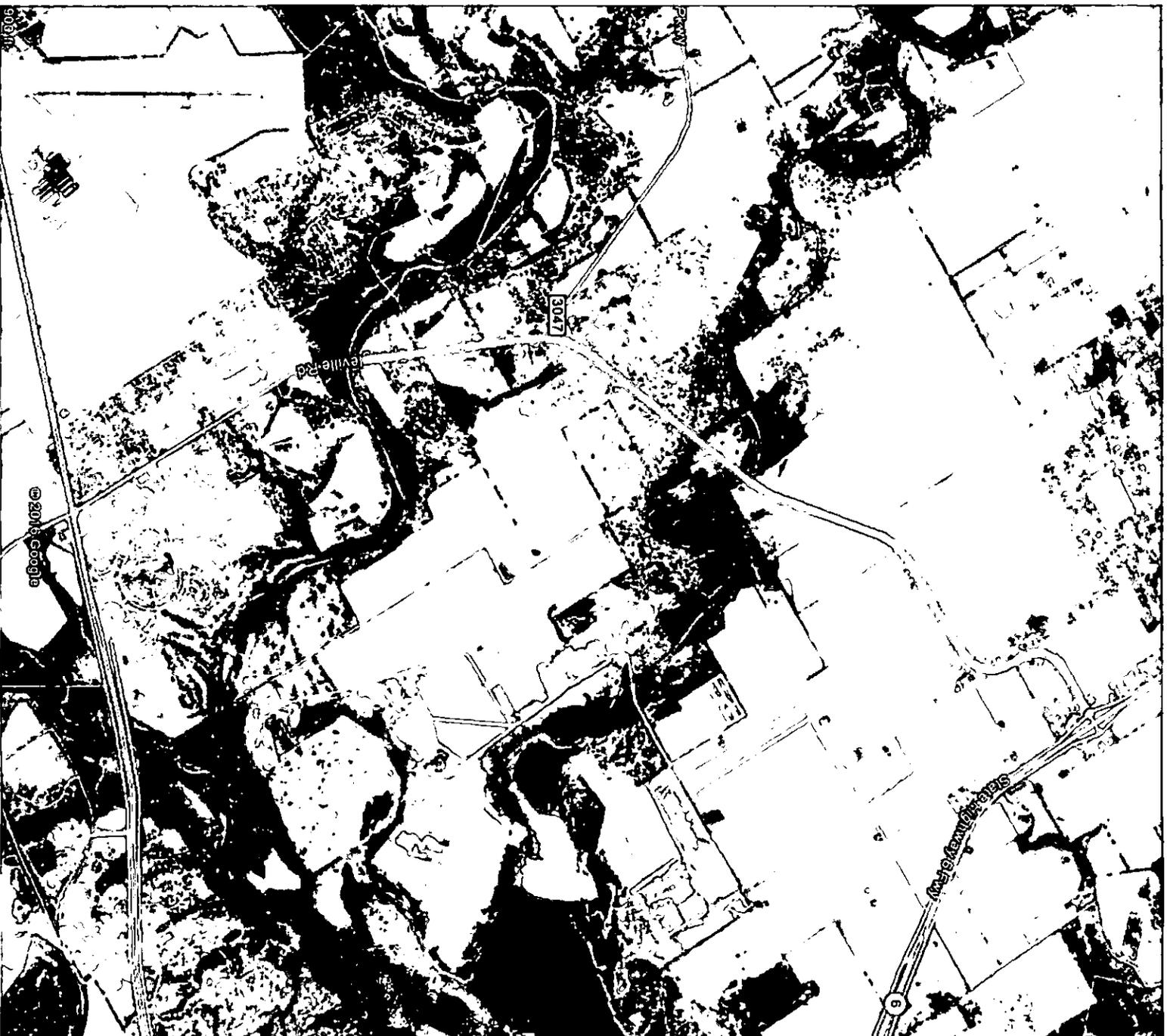
- Improved Safety of Facilities
- System Planning / Future Population Projections
- Safe Handling of Traffic During Reconstruction
- Best Value to Citizens / Maximize County's Return on Investment



Status Report

- **August 4th**
 - **Presented Speegleville & Surrey Ridge Study and Report to Commissioner's Court**
- **August 12th**
 - **Submitted Engineer's Opinion of Probable Cost for Chapel Road**

Recap



Study Limits Speegleville Road

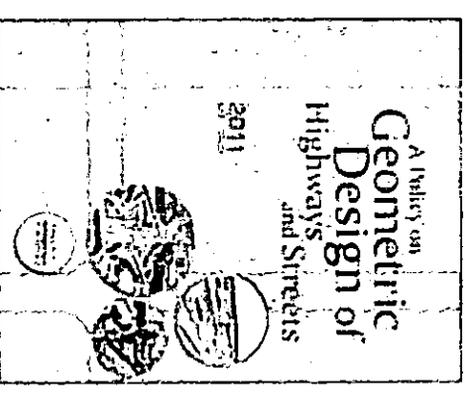
Highway 6 to
Middle Bosque River

Approx. 22,000 LF

Ends on North Side of
Middle Bosque River
Bridge

Design Criteria

- **Arterial – 60 mph design speed**
- **2 - 12' Lanes with 10' Shoulders**
- **Current Traffic – Approx. 3,000 vehicles/day**
- **100' Existing ROW Easement – requires ROW acquisition**
- **Hog Creek – add parallel bridge**





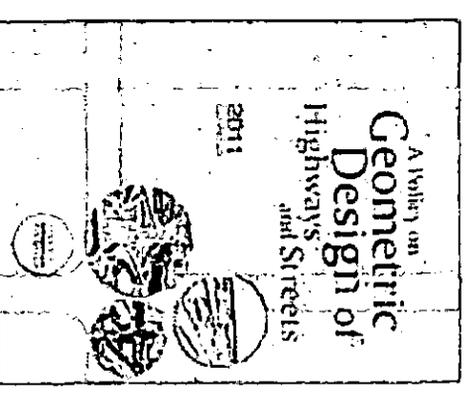
ROW

**Approximately 112
parcels along project
limits**

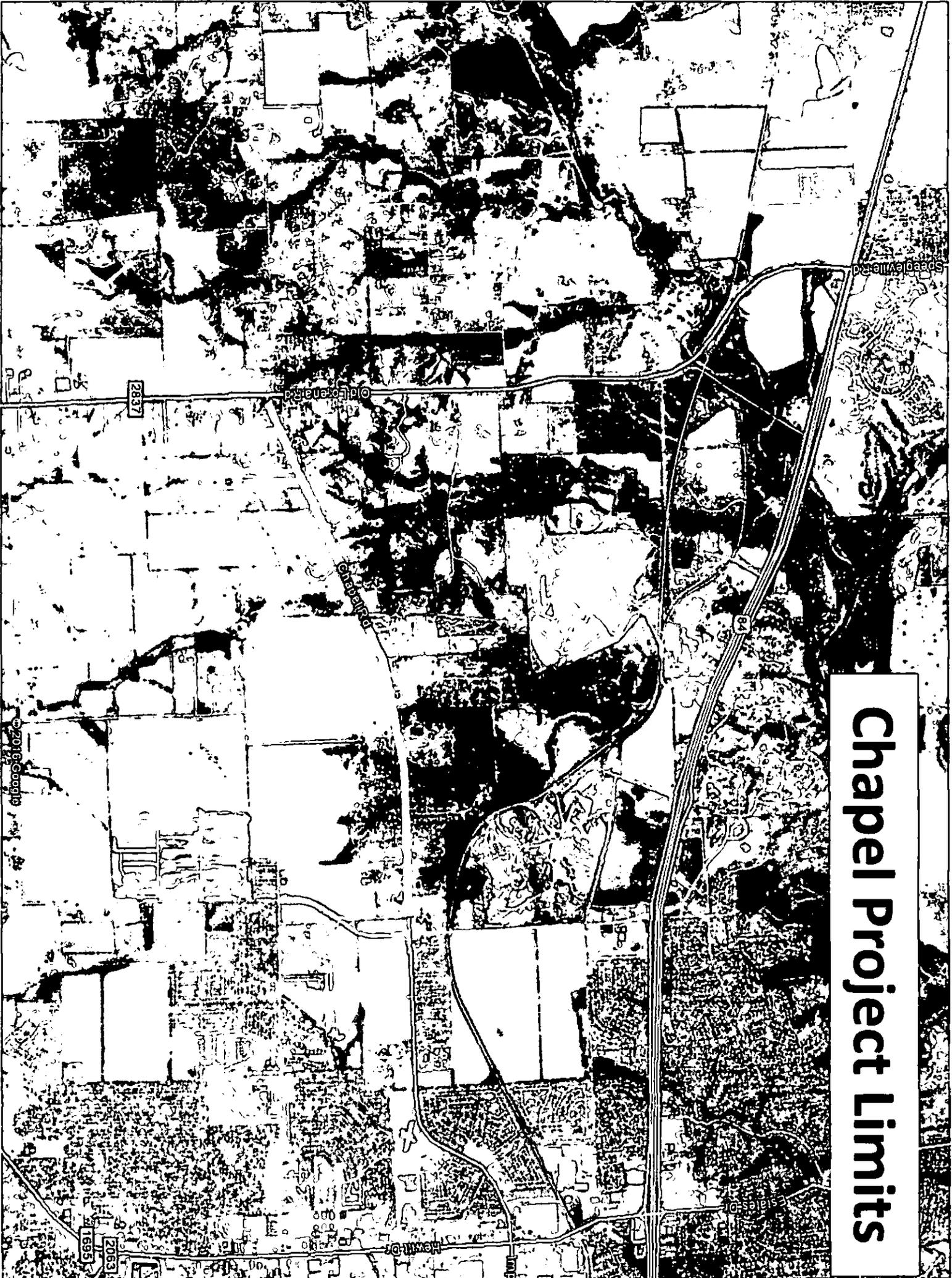
**Estimated 22
acquisitions**

Design Criteria

- **Collector – 45 mph design speed**
- **2 - 12' Lanes with 8' Shoulders**
- **Current Traffic - <2,000 vehicles/day**
- **60' Existing ROW – will require ROW acquisition (6 Parcels & ATMOS)**



Chapel Project Limits



Summary

August 12, 2015

	Speegleville Road Estimated Cost	Surrey/Ridge Road Estimated Cost	Chapel Road Estimated Cost	Total
Construction Cost	\$ 12,300,000.00	\$ 3,100,000.00	\$ 6,500,000.00	\$ 21,900,000.00
Land Acquisition Cost	\$ 1,087,500.00	\$ 156,000.00	\$ 1,176,000.00	\$ 2,419,500.00
Project Development Services (Survey, Engineering, Inspection, Environmental, Geotechnical, Materials Testing etc.)	\$ 1,362,500.00	\$ 394,000.00	\$ 841,500.00	\$ 2,598,000.00
20% Contingency	\$ 2,950,000.00	\$ 730,000.00	\$ 1,703,500.00	\$ 5,383,500.00
Total Project Cost	\$ 17,700,000.00	\$ 4,380,000.00	\$ 10,221,000.00	\$ 32,301,000.00

Next Steps

- 1. Prepare Plans, Specifications and Acquire ROW for Speegleville Road**
- 2. Prepare Plans, Specifications and Acquire ROW for Surrey Ridge Road**
- 3. Prepare Study and Report for Chapel Road**
- 4. Prepare Plans, Specifications and Acquire ROW for Chapel Road**

FILED: FEB 02 2016

J.A. ANDER HATHORN, County Clerk
McLennan County, Texas
By: [Signature] Deputy

The Court went to item F. 11. Authorization of Professional Civil Engineering Proposal: Walker Partners.

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL CIVIL ENGINEERING SERVICES
PROPOSAL: WALKER PARTNERS (RE: CHAPEL ROAD SAFETY AND
WIDENING IMPROVEMENTS PROJECT)**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Professional Civil Engineering Services Proposal: Walker Partners (Re: Chapel Road Safety and Widening Improvements Project. After discussion, Commissioner Perry mad a motion to approve F.11. Authorization of Professional Civil Engineering Services with Walker Partners Re: Chapel Road Safety and Widening Improvements Project with regard to the agreement to enter into the contract only and it was seconded by Commissioner Gibson. 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.



PROPOSAL

To: McLennan County
Attn: Commissioner Ben Perry
From: George E. "Jed" Walker, Jr., P.E.
Project Name: Chapel Road Safety & Widening Improvements
Project No.: 1-02750
Re: Proposal
Date: January 26, 2016
Xc: Steve Hendrick, P.E.
Luke Lammert, P.E.
Clark W. Gauer, P.E.

CHAPEL ROAD SAFETY & WIDENING IMPROVEMENTS

Walker Partners, LLC (Engineer) appreciates this opportunity to submit this Proposal to provide professional civil engineering services to McLennan County (Owner) in connection with the Chapel Road Safety & Widening Improvements (Project). The limits of the project will be approximately 12,100 linear feet (from Ritchie Road to Old Lorena Road). The existing roadway width is generally 22-feet in width and located within an approximate 50 to 60-foot wide right-of-way (per McCAD). We understand that the Owner intends to have a Study completed on Chapel Road to:

- Evaluate the existing level of service and safety of the roadway (Chapel Road 2010 Waco Metropolitan Area Traffic Count Program of 4,240 Average Daily Traffic (ADT)).
- Analyze alternatives for widening the roadway and providing additional lanes or paved shoulders.
- Analyze various pavement sections and roadway construction methods based upon historical soils information.
- Analyze the existing vertical alignment for improved site distance, connection to existing driveways / intersecting streets and miscellaneous safety improvement alternatives.
- Evaluate the roadways current "design speed" per the existing vertical alignment and provide improved "design speed" enumerating the associated impacts generated (The proposed vertical alignment(s) will be created utilizing the 2-foot lidar files. Topographic field surveying will not be performed).
- Analyze the existing drainage structures (asses the structural condition and conveyance capacity).
- Evaluate potential municipal and/or franchise utility impacts (i.e. water, gas, overhead electric, etc.).
- Coordinate with City of Waco staff regarding proposed waterline Capital Improvement Project along limits of project.
- Analyze traffic control options during construction; and provide a construction cost estimate for the recommended alternative for this Project.

www.walkerpartners.com

TBPE Registration No. 8053 | TBPLS Registration No. 10032500

- Evaluate transition/connection of Chapel Road to Ritchie Road which is currently under construction.
- Evaluate the existing approximate 50-60 foot right-of-way envelope to ascertain additional right-of-way needs to satisfy the items listed above. (It is envisioned that the existing right-of-way width will likely not be adequate to accommodate the identified improvements.)

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

1.00 SCOPE OF SERVICES

1.01 ENGINEER'S BASIC SERVICES

A. Study and Report Phase

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Identify and evaluate alternative solutions available to the County and, after consultation with the County, recommend those solutions which in Engineer's judgment meet requirements for the Project.
3. Prepare a report which will, as appropriate, contain schematic layouts, cross-sections, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; a summary of allowances for other items and services included within the definition of Total Project Costs.
4. Perform or provide a general Construction Sequencing / Traffic Control Plan(s) for the alternative solutions available to the County.
5. Perform or provide population projections and proposed traffic count projections for the area through 2040
6. Furnish three review copies of the Report and any other deliverables and review with the County.
7. Revise the Report and any other deliverables in response to County's comments, as appropriate, and furnish three copies of the revised Report and any other deliverables to the County.

2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The Owner understands, however, that Walker Partners' performance must be governed by sound professional practices. If requested, Walker Partners would be pleased to develop a project schedule outlining each of the items included previously described in the scope of services.

3.00 FEES

For the ENGINEERING SERVICES, outlined above, the Owner agrees to pay Walker Partners a lump sum fee of Thirty Thousand, Two Hundred Dollars (\$30,200.00) to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

Phase No.	Description	Lump Sum Fee
20	Study & Report Phase	\$30,200.00
	TOTAL LUMP SUM FEE	\$30,200.00

4.00 EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

4.01 The proposed engineering services do not include the following:

- Environmental Investigation
- Wetlands determination and permitting
- Determination of any listed endangered or threatened species
- Geotechnical Investigation

5.00 ACCEPTANCE OF PROPOSAL

If the Scope of Services, Schedule, and Fees outlined herein are acceptable to McLennan County (Owner), please sign below to authorize the Work.

OWNER: McLENNAN COUNTY

BY: *Scott M. Felton*
Signature

SCOTT M. FELTON
Printed Name

TITLE: COUNTY JUDGE

DATE SIGNED: 2/02/16

FILED: **FEB 02 2016**

The Court went back to item B. Hearing from Members of the Public.

AGENDA: FEBRUARY 2, 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-374, 9:27

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.

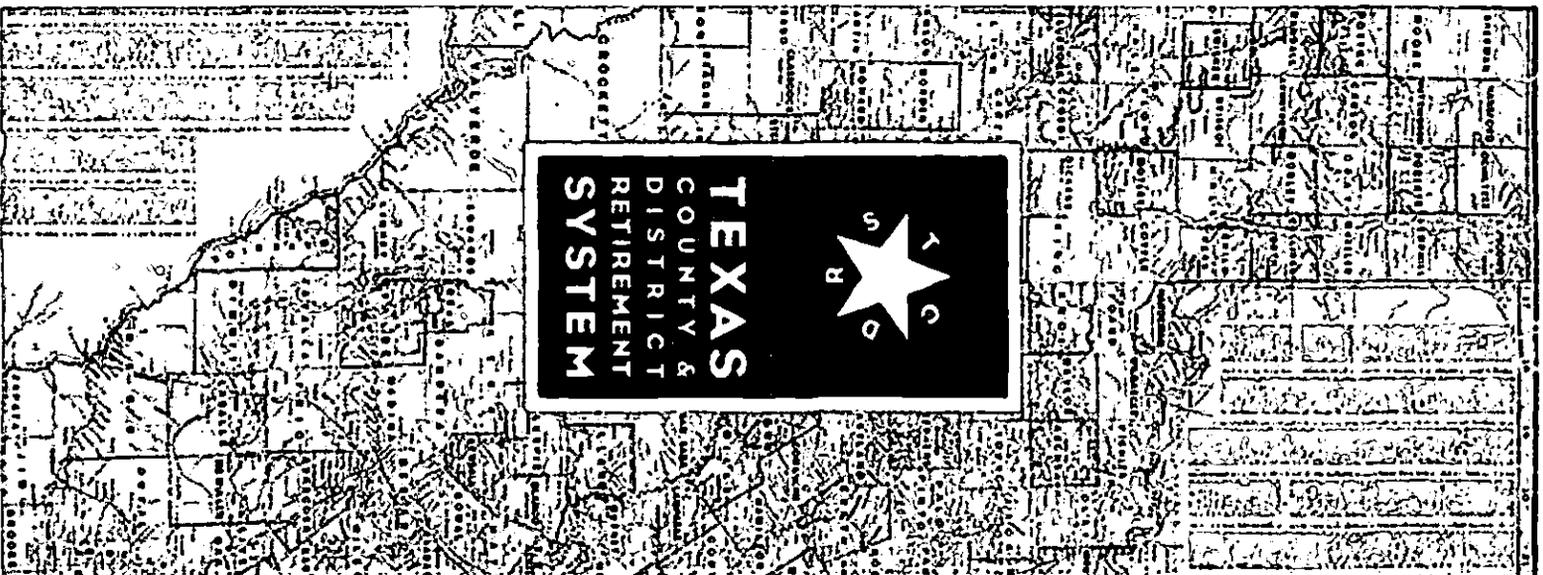
The Court went to L. 6. b. Texas County and District Retirement System: Presentation re: New Rules for the Retirement Plan.

INFORMATION ONLY:

**PRESENTATION REGARDING NEW RULES FOR
RETIREMENT PLAN**

TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM (TCDRS)

On this the 2 day of February, 2016, came on for consideration the matter of Texas County and District Retirement System (TCDRS): Presentation Regarding New Rules for Retirement Plan. Mr. Ralph Wallace with Texas County and District Retirement System gave a presentation to the Court regarding New Rules for Retirement Plan. Information Only.



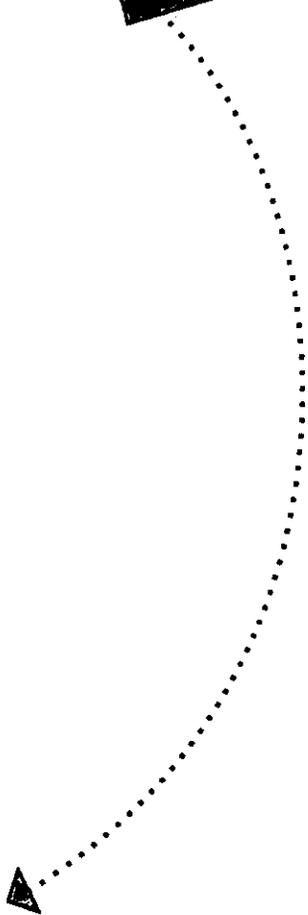
Strengthening Your Retirement System

Ralph Wallace

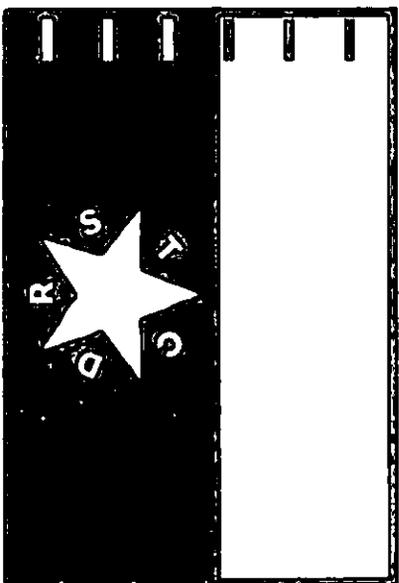
Employer Services Representative

February 2, 2016

Providing a Secure Retirement



Employee
accounts earn
7% annually.



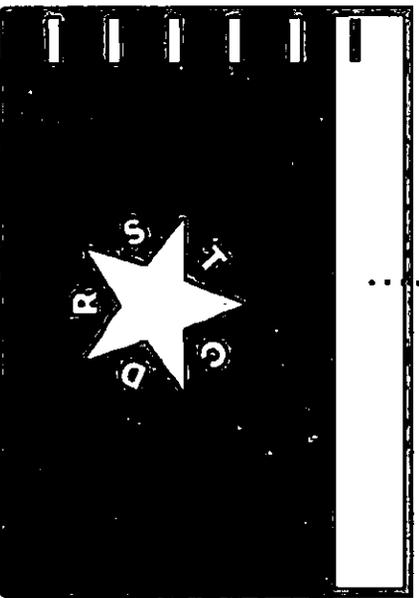
C
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Providing a Secure Retirement



Employee account
Employer matching
Payment option
Age



R E T I R E M E N T



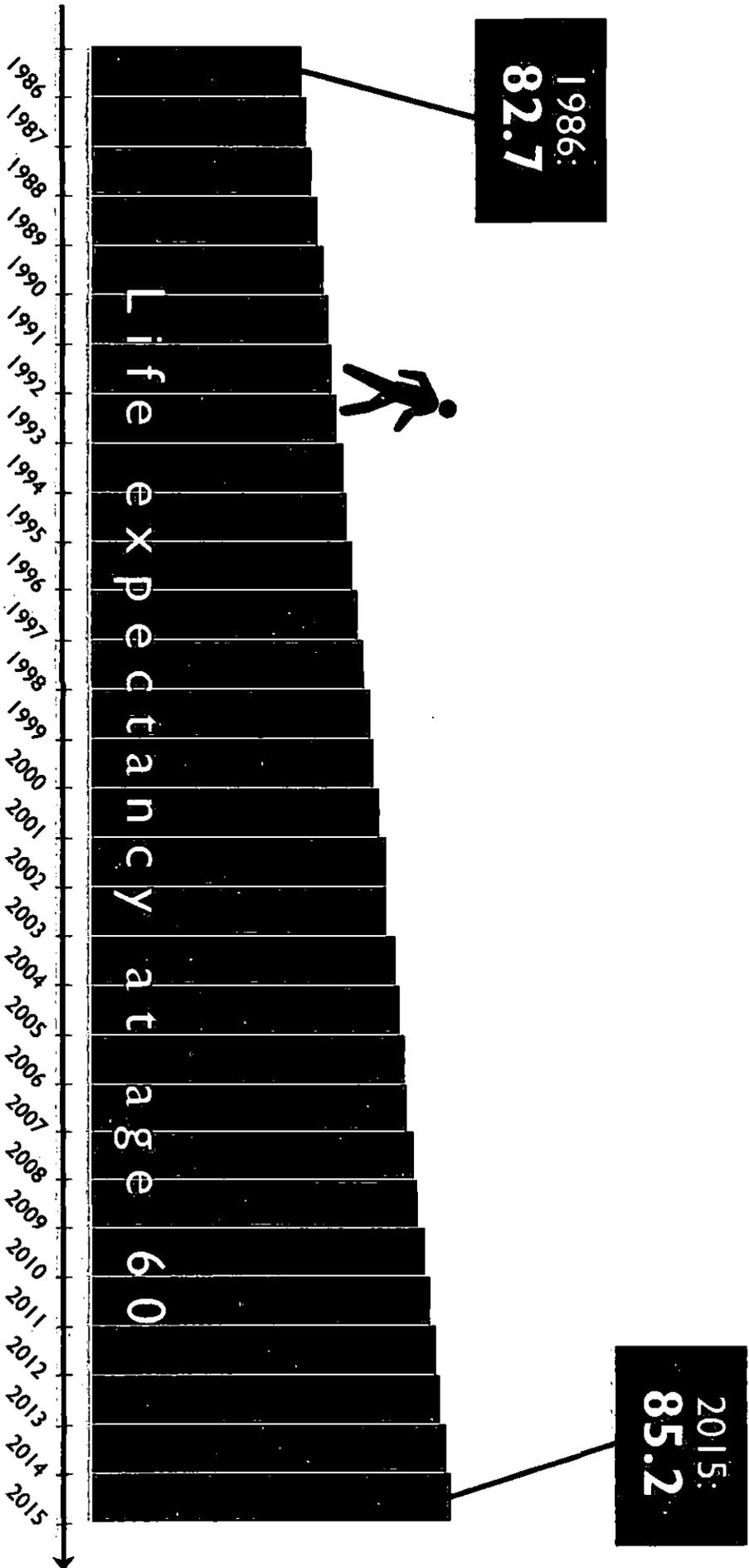
Calculating a Lifetime Benefit



Annuity purchase rates:

- ★ Convert employee savings into a lifetime monthly benefit.
- ★ Use life expectancy and 7% interest to calculate benefit.

Life Expectancy: Then and Now



Benefits Are Getting More Expensive



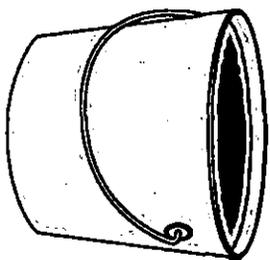
- ★ Because payout periods are becoming longer than projected, benefits are getting more expensive.
- ★ If we do nothing, employer costs are projected to rise 0.70% of payroll.
- ★ Costs would continue to creep up as life expectancy improves.

A Solution Designed to Last

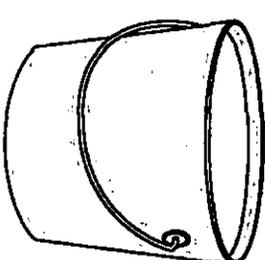


- ★ Strengthen the system for the future
- ★ Have no impact on retirees
- ★ Have no impact on benefits your employees have already earned
- ★ Have no influence on individuals' retirement decisions
 - Benefits continue to grow
 - Estimates are reliable
- ★ Cost neutral, on average, to employers

Applying the Update



Jan. 1, 2018



Before

Current rates apply

- ★ Employee deposits and interest already in account
- ★ All future interest these deposits will earn
- ★ Matching on these deposits and interest

After

Updated rates apply

- ★ Employee deposits
- ★ Interest and matching these deposits will earn

Impact: Employee Near Retirement

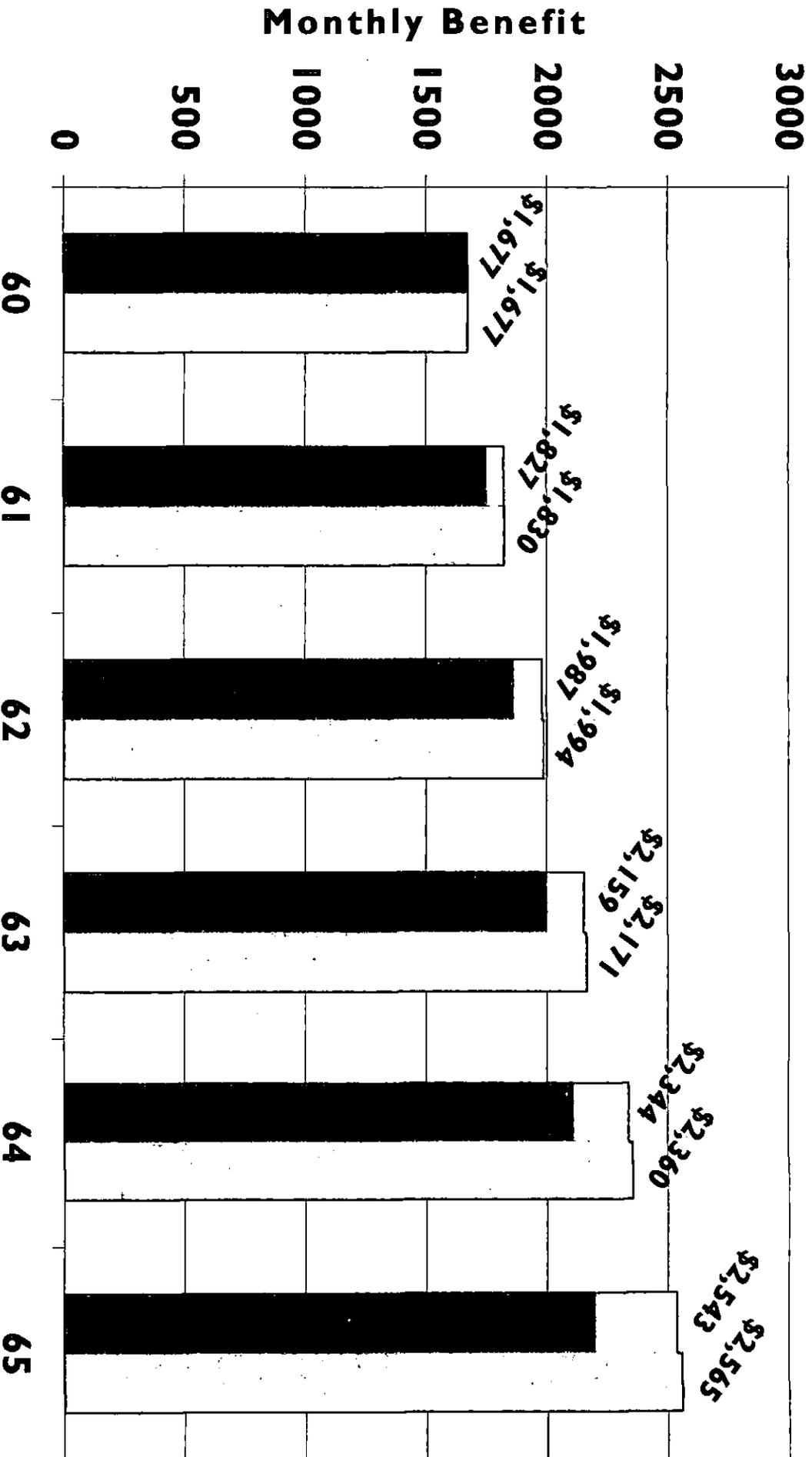


“Jill”

- ★ 60-year-old employee with 20 years of service
- ★ Is eligible to retire, and would like to retire in the next five years



Impact: Employee Near Retirement



Impact: Mid-Career Employee

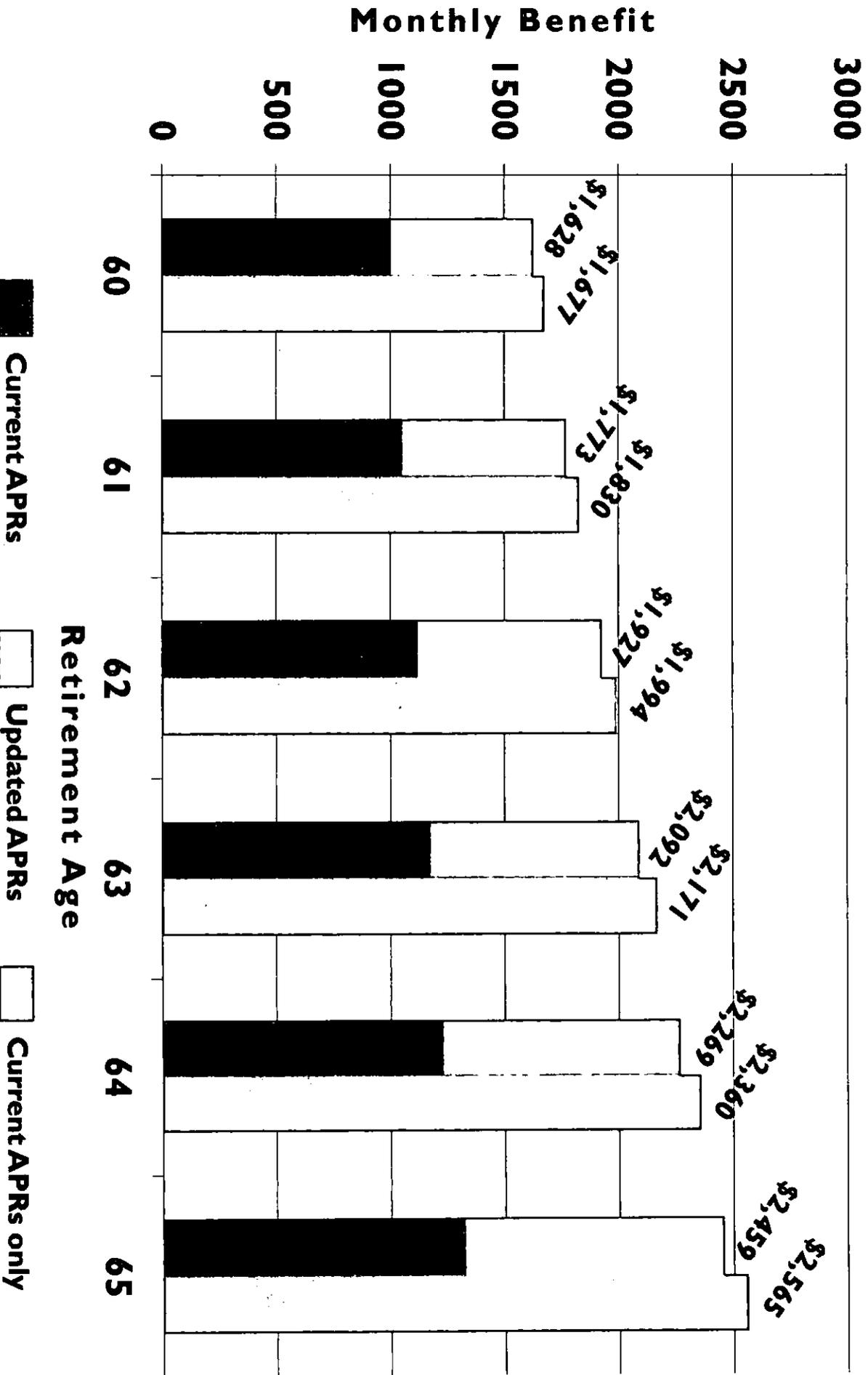


“joe”

- ★ **50-year-old employee with 10 years of service**
- ★ **Not currently eligible to retire**
- ★ **Would like to retire between age 60 and 65**



Impact: Mid-Career Employee



Impact: New Hire



“Sally”

- ☆ 40-year-old new hire
- ☆ Hasn't earned any TCDRS benefits yet
- ☆ Would like to retire between age 60 and 65



TEXAS
GOVERNMENT
EMPLOYEES
RETIREMENT
SYSTEM

Impact: New Hire



Current APRs

Updated APRs

Current APRs only

Retirement Age

Next Steps

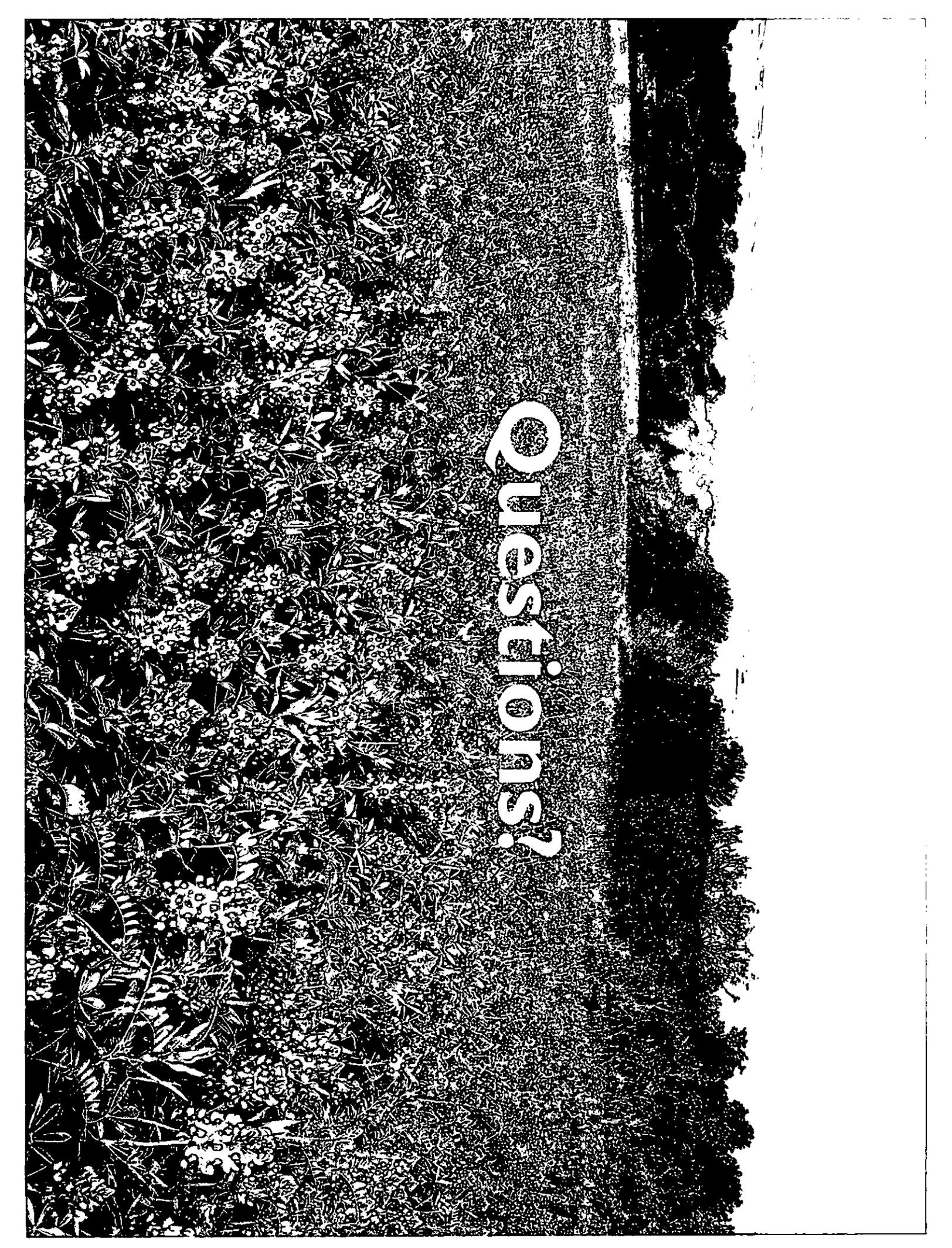


- ★ Educate employers, employees and retirees about the update.
- ★ Online estimator will be available in early 2017

Summary



- ★ Strengthens the retirement system for the future
- ★ Has no impact on retirees
- ★ Has minimal impact on employees
- ★ Is cost neutral, on average, for employers

A black and white photograph of a field with a path leading to a forest. The field is filled with dense, low-lying vegetation, possibly wildflowers or weeds. A narrow path or road runs through the field, leading towards a line of trees in the distance. The sky is bright and clear.

Questions?

FILED: FEB 02 2016

J.A. ANDER HARNELL, County Clerk
McLennan County, Texas
By Depositor Gwenn DEPUY

The Court went back to C. Items Previously Deferred.

AGENDA: FEBRUARY 2, 2016

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

C. ITEMS PREVIOUSLY DEFERRED:

- | | |
|--|-------------------------------|
| 1. <i>Regarding the FY 16 Budget:</i> Authorization of Expenditure Request: Constable, Precinct 1 (re: Body Cameras) | Pulled—No Action Taken |
| 2. <i>Regarding Previously Deferred Bids / RFP's/ RFQ's:</i> | |
| a. Bid 16-002: Aggregate for Surface Treatment | Kept Deferred |
| b. Bid 16-003: Pit Run Gravel | Approved |
| 3. <i>Regarding Contracts / Lease Agreements/ Interlocal Agreements:</i> | |
| a. Authorization of Agreement for Waterside Maintenance: Specialty Water Treatments, LLC | See Order |
| 4. Discussion and/or Action regarding McLennan County Travel Policy Revisions | Approved |

CD-374, 9:42

PULLED AND NO ACTION TAKEN:

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

REGARDING THE FY 16 BUDGET

On this the 2 day of February, 2016, came on for consideration the matter Regarding FY 16 Budget: Authorization of Expenditure Request Constable, Precinct 1 (re: Body Cameras). After discussion, Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

KEPT DEFERRED:

BID 16-002: AGGREGATE FOR SURFACE TREATMENT

On this the 2 ay of February, 2016 came on for consideration the matter Regarding Previously Deferred Bids / RFP's: **Bid 16-002: Aggregate for Surface Treatment**. After discussion, Commissioner Jones made a motion to defer and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was County Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said **Bid 16-002: Aggregate for Surface Treatment** be, and the same is hereby, kept deferred by unanimous vote.

BID 16-003: PIT RUN GRAVEL

On this the 2 day of February, 2016 came on for consideration the matter of **Bid 16-003: Pit Run Gravel** and it appearing to the Court that said bid had been heretofore received and opened on January 19, 2016, as recorded on Page 84 of these minutes and deferred until this date. Purchasing Director Ken Bass explained the recommendation. After discussion, Commissioner Perry made a motion to approve C. 2. b. as recommended by Purchasing Director Ken Bass and it was seconded by Commissioner Jones. After further discussion, a vote being called for, voting in favor of said motion was County Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said **Bid 16-003: Pit Run Gravel** be, and the same is hereby, awarded as per recommendation by unanimous vote.

Recommendation

Court Date	Originating Department	Recommendation By	Reference Number
02/02/16	Road & Bridge	Ken Bass/Luke Lammert	Bid 16-003

Background:

**Bid for Pit Run Gravel for McLennan County
 Bid First Advertised on January 1, 2016
 Bids Due & Bid Opening on January 19, 2016
 Bid Deferred on January 19, 2016**

Respondents:

	<u>Description</u>	<u>Tons</u>	<u>Price/Ton</u>	<u>Total Price</u>
Dead River Ranch Mat. Austin, TX 78732	Pit Run Gravel	12,500 Tons	<u>\$8.50</u>	<u>\$106,250</u>
	or		<u>Price/Cu Yd</u>	<u>Total Price</u>
		9,260 Cu Yds	_____	_____
Mine Service Waco, TX 76712	Pit Run Gravel	12,500 Tons	<u>\$3.50</u>	<u>\$43,750</u>
	or		<u>Price/Cu Yd</u>	<u>Total Price</u>
		9,260 Cu Yds	_____	_____

Recommendation:

We recommend that McLennan County **grant the award** for Pit Run Gravel for McLennan County to **all vendors based on location and availability.**

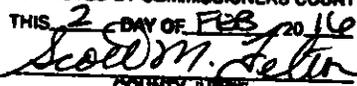
Why:

262.027 (e)

The Commissioners court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material. See tabulation.

Reviewed By:



RECOMMENDATION
 APPROVED BY COMMISSIONERS COURT
 THIS 2 DAY OF FEB 20 16

 COUNTY JUDGE

History:

Bidder	Pit Run Gravel Price/Ton	12,500 Tons Total Bid
Dead River Ranch	\$6.50	\$ 81,250
Mine Service	\$3.50	\$ 43,750

Bid was granted to all vendors based on location and availability.

FILED: FEB 02 2016

J.A. "ANDY" HARRWELL, County Clerk
 McLennan County, Texas
 By Myrcelaz Gowari DEPUTY

ORDER REGARDING:

AUTHORIZATION OF AGREEMENT FOR WATER SIDE MAINTENANCE:
SPECIALTY WATER TREATMENTS, LLC

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Agreement for Waterside Maintenance: Specialty Water Treatments, LLC. After discussion, Commissioner Snell made a motion to go out for Bid for the Water Treatment Service 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, and Commissioner Perry with Commissioner Jones opposing. It is ordered by the Court that said Authorization be, and the same is hereby, approved by majority vote.

ORDER APPROVING:

**ACTION RE: MCLENNAN COUNTY
TRAVEL POLICY REVISIONS**

On this the 2 day of February, 2016, came on for consideration the matter of Discussion and/or Action re: McLennan County Travel Policy Revisions. After discussion, Commissioner Jones made a motion to approve the new Travel Policy and to change the amount to \$12.50 per meal and it was seconded by Commissioner Gibson. 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.

McLennan County Travel Policy

Overview

This policy as adopted by Commissioners Court (CC) is meant to provide guidance as to appropriate travel methods and reimbursable expenses while traveling on County business. Whenever unusual circumstances are involved or this published policy does not provide clear guidance, please secure approval from the Commissioners Court concerning those items prior to the trip or they may not be reimbursable.

McLennan County realizes the benefits that accrue to the County when its officers and employees attend conferences, seminars, and professional training activities. Furthermore, many positions have continuing education requirements stipulated in the Texas Statutes. The County will bear expenses incurred by County Officials and employees to attend such activities provided that the following procedures are followed. However, conference, seminars, and training must be directly related to the work of the County office involved.

Diverse training opportunities exist within the state of Texas and effort should be made to obtain necessary training within the state. Any travel outside of the state to attend conferences, seminars, and trainings must be approved in advance by the Commissioners Court.

The following types of travel are exempted from requirement of prior approval of Commissioners Court:

- Interviewing Witnesses
- Investigations
- Delivery of Testimony
- Return of Prisoners

As with all expenditures, travel is limited by individual department budgetary constraints.

Eligible Expenses

Registration Fees:

Travel/conference registration fees will be paid in advance by the County. A completed registration form and a copy of the agenda must be submitted to the County Auditor's Office for fees to be paid.

If a request for prepaid fees is not received in the Auditor's Office in time for regular processing, then the registration fees will be paid by the County Official or employee and reimbursed by the County.

Travel:

For County purpose trips less than 250 miles from Waco, reimbursement for the use of private automobiles outside of McLennan County will be allowed at the standard mileage rate published by the Internal Revenue Service at the time of the travel, based on the mileage shown online by MapQuest for city-to-city using the shortest route. Intra-city mileage will also be reimbursed and is computed using the actual mileage driven but will be limited to 10 miles per day during the dates of the conference only.

For County purpose travel more than 250 miles from Waco, the County will pay or reimburse the lesser of commercial air travel plus the cost of a rental car or the current IRS standard mileage rate for use of private automobiles. An individual may travel by air or personal vehicle, but will only be reimbursed for the least cost alternative. In order to determine the cost of air fare, the Auditor's Office will obtain an estimate from an internet site or travel agent showing the time and date of the estimate, the time and date of the scheduled departure and arrival, and the amount that the ticket would be if purchased. The estimate will be obtained as soon as a travel request form is received. If possible, it should be dated at least 14 days prior to the date of the conference to obtain reduced rates afforded by the fourteen (14) day, twenty-one (21) day, or other advance booking rates. An estimate will also be obtained at the same time for a rental car. A midsize car should be used when one or two County employees are traveling and a full size car can be used if more than two County employees are traveling. The County will not reimburse the employee for any insurance coverage authorized by the employee renting the car. The County carries full coverage which includes rental vehicles. An insurance card must be obtained from the Auditor's Office for any travel requiring a rental car. The least cost alternative will be calculated by comparing the cost of the airline ticket plus the rental car to the mileage from Waco to the conference and back. The mileage will be based on the shortest route mileage shown online by MapQuest and calculated using the mileage rate allowed by the Internal Revenue Service at the time of the travel.

Lodging:

The maximum allowable hotel rate for attendance at an annual conference/meeting of the Texas Association of Counties, Conference of Urban Counties, or a statewide or regional association of any County official shall not exceed:

- The regular room rate charge (as negotiated by the hosting association) for the hotel at which the conference is held; or
- The regular room rate charge (as negotiated by the hosting association) for any designated "overflow/alternate" conference hotel/s.

The maximum allowable hotel rate for all other purposes shall not exceed the maximum lodging rates as published by the U.S. General Services Administration.

Lodging expenses will only be allowed for days of out-of-county meetings or other County business requiring overnight travel. An additional day will be reimbursed only if the distance of travel and time of a meeting or other County business makes it necessary to be out of County before or after the date of the meeting or other County business. Expenses incurred because an individual chooses to travel for personal reasons before or after a County business trip will not be reimbursed. Additionally, any excess costs incurred due to family members staying in the same room will not be reimbursed by the County.

State and/or local taxes on hotel rooms in or out of Texas will be reimbursable in addition to the room rates designated above only to the extent that no governmental exemption is available and to the extent that the room rate does not exceed the McLennan County travel policy.

Valet parking at the hotel will not be reimbursed unless there is no other type of parking available. A receipt is required for reimbursement.

Meals:

The per diem rate for meals shall be \$12.50 per meal for those out of the County on any authorized trip. The maximum per diem for meals shall not exceed \$37.50 in a day. Travel day meal per diems will be prorated as follows:

<u>Departure Times</u>	<u>Per Diem Allowed</u>
Prior to 7:00 am	\$37.50
7:00 am to 1:00 pm	\$25.00
1:00 pm to 7:00 pm	\$12.50
After 7:00 pm	\$ 0.00

<u>Return Times</u>	<u>Per Diem Allowed</u>
Prior to 7:00 am	\$ 0.00
7:00 am to 1:00 pm	\$12.50
1:00 pm to 7:00 pm	\$25.00
After 7:00 pm	\$37.50

Expenses incurred because an individual chooses to travel for personal reasons before or after a County business trip will not be reimbursed.

Miscellaneous:

The actual cost of business telephone expenses will be allowed. Other travel expenses such as parking and tolls will be allowed only if appropriate and adequately justified and documented.

Procedure of Reimbursement

Within thirty (30) days of the event, individuals must submit the "Out of County Travel Reimbursement Request" form with all appropriate substantiating documents to the County Auditor's office for final accounting and auditing. The request form must account for all expenses related to the trip and be completely filled out, front and back.

The following documents should be attached to the request form:

- Original itemized hotel bill
- Copy of form submitted for any reimbursement received from another source
- Original receipts for other expenses such as tolls and parking (if possible)
- Copy of conference material containing agenda (including dates, times and any meals included) and list of hotels (host hotel and any overflow hotels)

Exceptions

The County Auditor's office will process all travel reimbursement requests according to this policy. Any reimbursement requested by the employee but not included in the reimbursement received should be presented to Commissioners Court for approval as an exception. Once the exception is approved, the employee must re-submit for reimbursement and include proof of Commissioners Court approval.

FILED: FEB 02 2016

J.A. "ANDY" MARWELL, County Clerk
McLennan County, Texas
By Myrcene Gowen DEPUTY

AGENDA: FEBRUARY 2, 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. Regarding the American Heart Association American Heart Month: Authorization of Request to Light the Courthouse Red for February **Approved**

2. Regarding the Texas Department of Transportation Off-System Bridge Replacement Project: Authorization of Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System re: CR 777 (12th Street Road) Over Cottonwood Creek (NBI Structure # 09-161-0-AA07-77-002) and related Economically Disadvantaged Counties Program Information Sheet / Affidavit **Approved**

CD-374, 9:54

ORDER APPROVING:

**AUTHORIZATION OF REQUEST TO LIGHT THE
COURTHOUSE RED FOR FEBRUARY**

**RE: THE AMERICAN HEART ASSOCIATION
AMERICAN HEART MONTH**

On this the 2 day of February, 2016, came on for consideration the matter Regarding the American Heart Association American Heart Month: Authorization of Request to Light the Courthouse Red for February. After discussion, Commissioner Perry made a motion to approve E. 1. and it was seconded 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, approved by unanimous vote.

McLennan County Judge Scott M. Felton
501 Washington Ave, Room 214
Waco, TX 76701

Dear Judge Felton and County Commissioners,
It is time for Heart Month and the American Heart Association's National Wear Red Day initiative again this year. Thank you so much for supporting us last year by putting red lights on the McLennan County Court House! Can we do it again this year?

This February (American Heart Month), the American Heart Association is inviting you and the Court House to Go Red. As a participant, you will join the ranks of such landmarks as **Niagara Falls, the Empire State Building, the Sears Tower, the Space Needle in Seattle, Times Square and many more.** We are encouraging City and County buildings to Go Red on National Wear Red Day, Friday, February 5th, 2016, and, if possible, stay red throughout February.

We would also like to encourage all of the staff to support the fight against heart disease in women by wearing red on National Wear Red Day, Friday February 5th! It's a simple, powerful way to raise awareness of women's risk of heart disease and stroke. As we celebrate 12 years of the Go Red For Women[®] movement, we are inspired by the fact that over half a million women's lives have been saved and fewer women are dying every day. But heart disease remains the No. 1 killer of women in the United States, so the fight is far from over.

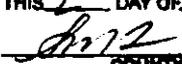
I have attached a FACT sheet, the warning signs, as well as information about the upcoming Go Red for Women luncheon on Friday, February 26th at the Baylor Club. For more information, please visit GoRedForWomen.org or call 1-888-MY-HEART (1-888-694-3278).

Thank you for your consideration. I hope that we can count on your support. It's time to Go Red For Women!

Kind regards,
Peggy Lane, AHA Advisory Board Member
717-0341

FILED: FEB 02 2016

J.A. "ANDY" HARRIS, County Clerk
McLennan County, Texas
By Myrcelaz Gowan DEPUTY

APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 20 16

COUNTY JUDGE

ORDER APPROVING:

AUTHORIZATIONS OF ADVANCE FUNDING AGREEMENT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM RE: CR 777 (12TH STREET ROAD) OVER COTTONWOOD CREEK (NBI STRUCTURE # 09-161-0-AA07-77-002) AND RELATED ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET / AFFIDAVIT

RE: THE TEXAS DEPARTMENT OF TRANSPORTATION OFF-SYSTEM BRIDGE REPLACEMENT PROJECT

On this the 2 day of February, 2016, came on for consideration the matter Regarding the Texas Department of Transportation Off-System Bridge Replacement Project: Authorization of Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System re: CR777 (12th Street Road) Over Cottonwood Creek (NBI Structure # 09-161-0-AA07-77-002) and related Economically Disadvantaged Counties Program Information Sheet / Affidavit. After discussion, Commissioner Snell made a motion to approve the Authorization for Advance Funding Agreement for the Replacement of the Bridge on 12th Street and CR 777 and it was seconded by Commissioner Gibson. 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.

AGENDA: FEBRUARY 2, 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**
 - b. Regarding the Tax abatement Agreement with Sandy Creek Associates, L.P.: Recording of Certification Statement **Approved**
2. Authorization of Services Agreement: GGA Pest Management Services **Approved**
3. Authorization of Settlement and Release Agreement: nDivision (re: Data Services) **Approved**
4. Authorization of Lease Agreement: Pitney Bowes Global Financial Services, LLC (re: Mailing Machine for Elections Department) **Approved**
5. Authorization of Maintenance Agreement: CTWP (re: Treasurer's Office Copier) **Approved**
6. Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work) **Approved**
7. Authorization of Interlocal Cooperation Agreement: City of Gholson **Approved**
8. Authorization of Interlocal Cooperation Agreement: City of Lacy Lakeview **Approved**
9. Authorization of Interlocal Cooperation Agreement: City of Leroy **Approved**
10. Authorization of Interlocal Cooperation Agreement: City of West **Approved**
11. Authorization of Professional Civil Engineering Services Proposal: Walker Partners (re: Chapel Road Safety and Widening Improvements Project) **Approved (See beginning of meeting)**
12. Authorization of Support and Maintenance Agreement: HOV Services (re: Records Management / Archives) **Approved**

ORDER ACCEPTING:

RECORDING OF CERTIFICATION STATEMENT
RE: THE TAX ABATEMEN AGREEMENT
WITH SANDY CREEK ASSOCIATES, L. P.

RE: ECONOMIC DEVELOPMENT

On this the 2 day of February, 2016, came on for consideration the matter Regarding the Tax Abatement Agreement with Sandy Creek Associates, L.P.: Recording of Certification Statements. After discussion, Commissioner Perry made a motion to approve and it was seconded by Judge Felton. 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 Recording be, and the same is hereby, accepted by unanimous vote.

Sandy Creek Services, LLC
c/o Sandy Creek Energy Station
2161 Rattlesnake Rd.
Riesel, TX 76682
(254) 896-4205 tel.
(254) 896-7726 fax.

RECEIVED

JAN 25 2016

MCLENNAN CO.
JUDGE

January 25, 2016

The Honorable Judge Scott Felton
McLennan County Judge
501 Washington Ave., Room 214
Waco, Texas 76701

Subject: 2015 McLennan County Tax Abatement Agreement Certification
Letter No.: SCS-MCLN-0004

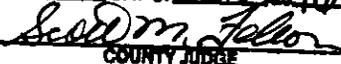
Judge Felton:

In accordance with the Tax Abatement Agreement signed and approved in Commissioners' Court on July 18, 2006 and its Addendum dated January 15, 2013 (collectively referred to as the "Agreement"), I hereby certify on behalf of Sandy Creek Energy Associates, L.P. and Brazos Sandy Creek Electric Cooperative (collectively referred to as "Sandy Creek") that to the best of my knowledge Sandy Creek has complied with terms of the Agreement for the year ended December 31, 2015.

Best Regards,



Bryon Kohls
Interim Project Director
Sandy Creek Services, LLC
(254) 896-4216/office
(254) 896-7726/fax

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016

COUNTY JUDGE

FOR RECORDING

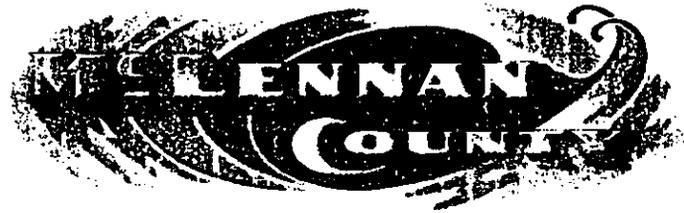
FILED: FEB 02 2016

J.A. "ANNY" HARNELL, County Clerk
McLennan County, Texas
By Myrcene Gowan DEPUTY

ORDER APPROVING:

AUTHORIZATION OF SERVICES AGREEMENT:
GGA PEST MANAGEMENT SERVICES

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Services Agreement: GGA Pest Management Services. After discussion, Commissioner Perry made a motion to approve F.2. 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.



WACO, TEXAS

Herschel Miller, Facilities Director

216 N. 5th. St. Suite 200
Waco, TX 76706
(254) 757-5055
(254) 757-5066 - fax
Herschel.miller@co.mclennan.tx.us

January 22, 2016

County Judge's Office
C/o Regan Copeland

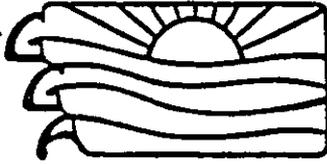
I would like the Court's permission to renew the County's maintenance agreement with GGA Pest Management Services pest control services. The costs for this service, through GGA, did have a \$900.00 annual increase due to a service and warranty fee that is now in effect in 2016. The contract for this increase is attached.

Thank you,

A handwritten signature in cursive script that reads "Herschel Miller".

Herschel Miller

APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
A handwritten signature in cursive script, likely of the County Judge.
COUNTY JUDGE



GGA Pest Management Services

6802 Broad Ave. • Waco, TX 76712
P.O. Box 65 • Hewitt, TX 76643

Waco: (254) 666-3439
Temple: (254) 773-3802
Toll Free: (800) 924-3160

CUSTOMER McLennan County		SERVICE LOCATION See attached	
STREET 501 Washington Ave			
CITY, STATE AND ZIP Waco, Tx 76701		PERSON TO BE CONTACTED Jamie Skinner	SERVICE PHONE 254-757-5055
PHONE 254-757-5055	TYPE OF PROPERTY TO BE SERVICED Office Bldg		
DATE SERVICE BEGINS 1-1-15	EXPIRATION DATE 12-31-16	RENEWAL <input checked="" type="checkbox"/>	SERVICE TO BE PERFORMED <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER _____
PESTS TO BE CONTROLLED INSIDE STRUCTURE:		PESTS TO BE CONTROLLED OUTSIDE STRUCTURE:	
<input checked="" type="checkbox"/> Roaches <input checked="" type="checkbox"/> Ants (Except Carpenter Ants) <input checked="" type="checkbox"/> Silverfish <input checked="" type="checkbox"/> Scorpions <input checked="" type="checkbox"/> Other Spiders		<input checked="" type="checkbox"/> Rats <input checked="" type="checkbox"/> Mice <input type="checkbox"/> Fleas <input type="checkbox"/> Carpenter Ants <input type="checkbox"/> Other _____	
<input type="checkbox"/> Rats <input type="checkbox"/> Mice <input type="checkbox"/> Fleas <input type="checkbox"/> Carpenter Ants <input type="checkbox"/> Other _____		<input checked="" type="checkbox"/> Ants (Except Carpenter Ants) <input checked="" type="checkbox"/> Roaches <input type="checkbox"/> Rats <input type="checkbox"/> Mice <input checked="" type="checkbox"/> Other Spiders	

TERMS AND CONDITIONS: Pesticides used will conform to Federal, State and Local ordinances and regulations, and will be used in a safe manner consistent with the label and good pest management practices. Copies of labels of products used will be given to the customer upon written request. All areas requiring attention will be treated at each visit. Services will be performed at mutually agreeable times to cause minimal disruption to employer and/or those within the premises. Low-odor materials will be used whenever possible. Rodent trapping equipment lost or destroyed at the premises will be replaced and charged to the customer at the replacement cost at that time. The customer agrees to cooperate with personnel of GGA Pest Management Services, (GGA) to insure effective pest control service, and to take reasonable and necessary steps to correct conditions conducive to pest breeding and harborage when requested in writing by GGA. GGA is not responsible for insect or rodent damage to the structure or its contents.

Call-backs to the site by persons of authority will be honored as quickly as possible, and will will not be free as a part of this agreement.

SPECIAL INSTRUCTIONS:
Renewal for 2016 - See attached list for all locations

SERVICE RENEWAL: This agreement will be effective for one year, and will renew itself annually unless either party cancels this agreement by giving thirty days written notice before any expiration date.

Payment shall be reduced _____% for full annual payment in advance.

Annual Agreement Charge	\$ 9749.00	By Company	Panela Chambers Date 1/21/16
Initial Service Charge	\$ _____		(AUTHORIZED SIGNATURE)
Monthly/Quarterly Payments	\$ _____	For Customer	Scott M. Felton Date 2/2/16
	\$ _____		(AUTHORIZED SIGNATURE) SCOTT M. FELTON, COUNTY JUDGE



GGA Pest Management Services
 6802 Broad Ave., Waco, Texas 76712
 (254) 666-3439 • (254) 773-3802 Temple

2016 Renewal

ALWAYS ACTIVE SERVICE AGREEMENT
 for SENTRYCON[®] COLONY ELIMINATION SYSTEM
 for the elimination of subterranean termites
 (*genus Reticulitermes and Heterotermes*).

Name: McLennan County - Courthouse Telephone: 757-5055
 Address: 501 Washington Ave Waco Tx 76701 Service Address: Same

A. Service Commitment. GGA Pest Management Services (hereafter referred to as "Company") will, in compliance with all applicable federal, state, and local laws, rules and regulations:

1. Install Sentrycon[®] stations (the "Stations") in the soil around the outside perimeter of the structure(s) specified (the "Structures") at the address above.
2. Monitor those stations as required by label;
3. During monitoring process, add Recruit[®] termite bait to all stations and remove it from the stations as appropriate at no additional charge to the Customer;
4. During the monitoring process, maintain in good and serviceable condition all stations at no additional charge to the Customer;
5. During the monitoring process, inform the Customer of:
 - a. Any new or increased termite activity noted in the stations;
 - b. Any addition or removal of Recruit[®] termite bait;
 - c. Any observed effect of the Sentrycon[®] System on termite activity.

B. Customer Understanding of Performance of SENTRYCON[®] SYSTEM. The Customer understands:

1. The Sentrycon[®] System involves the installation of monitoring stations into which Recruit[®] termite bait is placed for the purpose of the elimination of subterranean termites and their colony. Even after the initial colony elimination, subsequent monitoring for continuous protection from new subterranean termite colonies is required.
2. After installation, stations will be monitored yearly for termite activity and addition of Recruit[®] bait.
3. During the interval between installation of the Sentrycon[®] stations and complete elimination of existing termite colonies, termite feeding within the Structures, possibly involving additional structural damage, should be expected to occur. Spot treatment with conventional termiticides may be desirable/required (where construction allows such treatment) to halt damage, but are not needed for and will not contribute to colony elimination. Colony elimination may require 24 months or more.
4. Because the Sentrycon[®] System depends on monitoring the placement of Recruit[®] termite bait in the presence of any termite activity, failure on the part of the Customer to maintain monitoring service on the yearly schedule called for in this Agreement will result in the cessation of any protection of the Structures from termites by the Sentrycon[®] System.
5. The active ingredient in the Sentrycon[®] System is an insect growth regulator (noviflumuron) which prevents worker termites from molting (critical to colony survival). It is contained in Baitube[®] device which will be inserted in stations.
6. The Company will place the active ingredient in AgroSciences Baitube[®] devices in all stations, in which worker termites may feed.
7. In tests which it conducted on noviflumuron, Dow AgroSciences observed evidence of very low levels of mammalian toxicity only at very high levels of exposure.

C. Dow AgroSciences Ownership of Sentrycon[®] System Components. The Customer understands that:

1. All of the components of the Sentrycon[®] System ("Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement.
2. On expiration or termination of this Agreement, the Company and/or Dow AgroSciences and/or it's representatives are authorized by the Customer to retrieve from the Customer's premises the stations and other Components contained therein for appropriate disposition.
3. If the Company, for whatever reason, ceases to represent or to be authorized to represent, the Sentrycon[®] System,
 - a. The Company will:
 - i. So notify the customer;
 - ii. Offer the Customer the alternative of either using a different form of termite protection or discontinuing this relationship (NOTE: Conventional "liquid barrier" methods of termite control may not offer an effective means of controlling certain termite infestations of certain structures. In such event the Company may not be able to offer a different form of termite protection, and therefore may have to discontinue the relationship).
 - iii. If the customer and the Company (the "Parties") agree on use of a different form of termite protection, give the Customer credit for service paid for but not yet received;
 - iv. If the Customer elects to discontinue the relationship, or if the Company cannot offer an effective different form of termite protection, refund to the customer an amount equal to the fee paid for services not yet received, minus charges by Dow AgroSciences, and

- v. Retrieve, or advise Dow AgroSciences or its representative where to retrieve, the Components from the premises; and
- b. The Customer will:
 - i. Grant the Company and Dow AgroSciences or its representative reasonable access to the premises for the retrieval of the Components; and
 - 1. Either agree with the Company on the use of a different form of termite control or elect to discontinue this relationship.

D. Customer Commitment as to Conditions Conducive to Infestation. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to maintain the area(s) baited free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier-type structures, etc. The Customer also agrees to notify the Company of and to eliminate faulty plumbing; leaks; dampness from drains; condensation or leaks from the roof or otherwise into, onto, or under the area(s) baited. At no time will damage caused to any portion of the Structure(s), even by an active wood destroying insect infestation, be the responsibility of the Company in areas where any of the conditions described in this Paragraph exist. Failure of the Company to alert the Customer to any of the above conditions does not alter the Customer's responsibility under this Paragraph.

E. Additions Alterations, and Other Changes. This agreement covers the Structure(s) identified herein as of the date of the initial installation. Prior to (1) the Structure(s) being structurally modified, altered or otherwise changed, or (2) to any termiticide being applied on or close to the location of any Station, or if (3) soil is removed or added around the foundation, or (4) any tampering of baiting equipment or supplies occurs, the Customer will immediately notify the Company in writing. Failure to notify the Company in writing of the events listed above may void this Agreement. Additional services because of any addition, alteration, or other such event may be provided by the Company at the Customer's expense, and may require an adjustment in the annual fee.

F. Damage Related to Services. The Company will exercise due care while performing any work hereunder to try to avoid damaging any part of the Customer's property, plants or animals. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company.

G. Damage Caused By Insects. The Company shall not be responsible for any past, present or future damage to the Structure or its contents caused by wood destroying insects, or any costs or expenses incurred by the Customer as a result of such damage, nor shall the Company be responsible for any costs or expenses related to future control or colony elimination efforts.

H. Customer's Payment Obligation. The obligation of the Company under this Agreement is conditioned upon payment in full of the Agreement price as set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any and all liability. Any amount paid shall to the date of termination shall become the property of The Company as liquidated damages hereunder unless the Texas Structural Pest Control Service determines the Company has failed to treat according to the applicable rules and regulations. Liability of the Company is limited to the life of the Agreement and any renewal thereof. Invoiced charges agreed upon under this agreement are to be paid within 30 days of invoicing. After 30 days a finance charge of 1.5% per month (18% per year) may be charged to unpaid balance.

I. Other conditions or changes to the above: _____

THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN LACK OF TERMITE PROTECTION

I. Fees

Customer agrees to pay \$ 0 plus taxes to have the Sentricon System installed and then \$ 429 plus taxes per ~~month~~ ^{Year} for on-going service and warranty.

It is agreed that the above Initial Installation charges are for installation of the Sentricon® System. Monthly fees may be increased at any time after 24 months of the initial installation but at no time may they be increased more than 5% per year, or the annual rate of inflation, whichever is greater. Failure to pay the monthly fee within 30 days will void this agreement.

I have read and understand this Agreement and accept its terms:

Customer: Scott M. Tellez Date: 2/02/14
 For the Company: Wendi Chambers Position: Office Manager Date: 1/21/14
 Date of Installation: 10-16-2000



2016 Renewal

Page 1 of 2

GGA Pest Management Services

6802 Broad Ave., Waco, Texas 76712
(254) 666-3439 • (254) 773-3802 Temple

ALWAYS ACTIVE SERVICE AGREEMENT
for SENTICON[®] COLONY ELIMINATION SYSTEM
for the elimination of subterranean termites
(genus *Reticulitermes* and *Heterotermes*).

Name: McLennan County - Juvenile Telephone: 757-5072
Address: 214 N. 4th St. Waco, Tx 76701 Service Address: 2601 Gholson Rd. Waco, Tx 76704

A. Service Commitment. GGA Pest Management Services (hereafter referred to as "Company") will, in compliance with all applicable federal, state, and local laws, rules and regulations:

1. Install Senticon[®] stations (the "Stations") in the soil around the outside perimeter of the structure(s) specified (the "Structures") at the address above;
2. Monitor those stations as required by label;
3. During monitoring process, add Recruit[®] termite bait to all stations and remove it from the stations as appropriate at no additional charge to the Customer;
4. During the monitoring process, maintain in good and serviceable condition all stations at no additional charge to the Customer;
5. During the monitoring process, inform the Customer of:
 - a. Any new or increased termite activity noted in the stations;
 - b. Any addition or removal of Recruit[®] termite bait;
 - c. Any observed effect of the Senticon[®] System on termite activity.

B. Customer Understanding of Performance of SENTICON[®] SYSTEM. The Customer understands:

1. The Senticon[®] System involves the installation of monitoring stations into which Recruit[®] termite bait is placed for the purpose of the elimination of subterranean termites and their colony. Even after the initial colony elimination, subsequent monitoring for continuous protection from new subterranean termite colonies is required.
2. After installation, stations will be monitored yearly for termite activity and addition of Recruit[®] bait.
3. During the interval between installation of the Senticon[®] stations and complete elimination of existing termite colonies, termite feeding within the Structures, possibly involving additional structural damage, should be expected to occur. Spot treatment with conventional termiticides may be desirable/required (where construction allows such treatment) to halt damage, but are not needed for and will not contribute to colony elimination. Colony elimination may require 24 months or more.
4. Because the Senticon[®] System depends on monitoring the placement of Recruit[®] termite bait in the presence of any termite activity, failure on the part of the Customer to maintain monitoring service on the yearly schedule called for in this Agreement will result in the cessation of any protection of the Structures from termites by the Senticon[®] System.
5. The active ingredient in the Senticon[®] System is an insect growth regulator (noviflumuron) which prevents worker termites from molting (critical to colony survival). It is contained in Baitube[®] device which will be inserted in stations.
6. The Company will place the active ingredient in AgroSciences Baitube[®] devices in all stations, in which worker termites may feed.
7. In tests which it conducted on noviflumuron, Dow AgroSciences observed evidence of very low levels of mammalian toxicity only at very high levels of exposure.

C. Dow AgroSciences Ownership of Senticon[®] System Components. The Customer understands that:

1. All of the components of the Senticon[®] System ("Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement.
2. On expiration or termination of this Agreement, the Company and/or Dow AgroSciences and/or its representatives are authorized by the Customer to retrieve from the Customer's premises the stations and other Components contained therein for appropriate disposition.
3. If the Company, for whatever reason, ceases to represent or to be authorized to represent, the Senticon[®] System,
 - a. The Company will:
 - i. So notify the customer;
 - ii. Offer the Customer the alternative of either using a different form of termite protection or discontinuing this relationship (NOTE: Conventional "liquid barrier" methods of termite control may not offer an effective means of controlling certain termite infestations of certain structures. In such event the Company may not be able to offer a different form of termite protection, and therefore may have to discontinue the relationship).
 - iii. If the customer and the Company (the "Parties") agree on use of a different form of termite protection, give the Customer credit for service paid for but not yet received;
 - iv. If the Customer elects to discontinue the relationship, or if the Company cannot offer an effective different form of termite protection, refund to the customer an amount equal to the fee paid for services not yet received, minus charges by Dow AgroSciences, and

- v. Retrieve, or advise Dow AgroSciences or its representative where to retrieve, the Components from the premises; and
- b. The Customer will:
 - i. Grant the Company and Dow AgroSciences or its representative reasonable access to the premises for the retrieval of the Components; and
 - 1. Either agree with the Company on the use of a different form of termite control or elect to discontinue this relationship.

D. Customer Commitment as to Conditions Conducive to Infestation. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to maintain the area(s) baited free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier-type structures, etc. The Customer also agrees to notify the Company of and to eliminate faulty plumbing; leaks; dampness from drains; condensation or leaks from the roof or otherwise into, onto, or under the area(s) baited. At no time will damage caused to any portion of the Structure(s), even by an active wood destroying insect infestation, be the responsibility of the Company in areas where any of the conditions described in this Paragraph exist. Failure of the Company to alert the Customer to any of the above conditions does not alter the Customer's responsibility under this Paragraph.

E. Additions Alterations, and Other Changes. This agreement covers the Structure(s) identified herein as of the date of the initial installation. Prior to (1) the Structure(s) being structurally modified, altered or otherwise changed, or (2) to any termiticide being applied on or close to the location of any Station, or if (3) soil is removed or added around the foundation, or (4) any tampering of baiting equipment or supplies occurs, the Customer will immediately notify the Company in writing. Failure to notify the Company in writing of the events listed above may void this Agreement. Additional services because of any addition, alteration, or other such event may be provided by the Company at the Customer's expense, and may require an adjustment in the annual fee.

F. Damage Related to Services. The Company will exercise due care while performing any work hereunder to try to avoid damaging any part of the Customer's property, plants or animals. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company.

G. Damage Caused By Insects. The Company shall not be responsible for any past, present or future damage to the Structure or its contents caused by wood destroying insects, or any costs or expenses incurred by the Customer as a result of such damage, nor shall the Company be responsible for any costs or expenses related to future control or colony elimination efforts.

H. Customer's Payment Obligation. The obligation of the Company under this Agreement is conditioned upon payment in full of the Agreement price as set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any and all liability. Any amount paid shall to the date of termination shall become the property of The Company as liquidated damages hereunder unless the Texas Structural Pest Control Service determines the Company has failed to treat according to the applicable rules and regulations. Liability of the Company is limited to the life of the Agreement and any renewal thereof. Invoiced charges agreed upon under this agreement are to be paid within 30 days of invoicing. After 30 days a finance charge of 1.5% per month (18% per year) may be charged to unpaid balance.

I. Other conditions or changes to the above: _____

THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN LACK OF TERMITE PROTECTION

J. Fees

Customer agrees to pay \$ 0 plus taxes to have the Sentricon System installed and then \$ 900.00 plus taxes per month for on-going service and warranty.

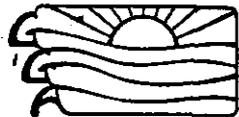
It is agreed that the above Initial Installation charges are for installation of the Sentricon® System. Monthly fees may be increased at any time after 24 months of the initial installation but at no time may they be increased more than 5% per year, or the annual rate of inflation, whichever is greater. Failure to pay the monthly fee within 30 days will void this agreement.

I have read and understand this Agreement and accept its terms:

Customer: Scott M. Felton Date: 2/02/14
 For the Company: Janet Chambers Position: Office Manager Date: 1/21/14
 Date of Installation: 6-23-14

McLennan County Pest Control 2015 Renewal

Location	Service Frequency	Service Cost	Annual Cost
County Courthouse- Termite	Annually	\$ 429.00	\$ 429.00
Hwy 6 Jail- Kitchen	Monthly	\$ 90.00	\$ 1,080.00
Prec 7 Office	Quarterly	\$ 65.00	\$ 260.00
Records Bldg	Quarterly	\$ 95.00	\$ 380.00
Annex Bldg	Quarterly	\$ 65.00	\$ 260.00
Health Services	Quarterly	\$ 65.00	\$ 260.00
Jail Visitation Center	Monthly	\$ 45.00	\$ 540.00
Hwy 6 Jail Facility	Monthly	\$ 270.00	\$ 3,240.00
Juvenile Detention Facility	Monthly	\$ 125.00	\$ 1,500.00
Juvenile Detention-Termite	Annually	\$ 900.00	\$ 900.00
Adult Probation	Quarterly	\$ 95.00	\$ 380.00
County Courthouse- Pest	Quarterly	\$ 65.00	\$ 260.00
Archives Bldg	Quarterly	\$ 65.00	\$ 260.00
			\$ 9,749.00



GGA Pest Management Services

6802 Broad Ave., Waco, Texas 76712

P.O. Box 65 • Hewitt, TX 76643 • (254) 666-3439 • (254) 773-3802 Temple

SOLD

Page 1 of 2

ALWAYS ACTIVE SERVICE AGREEMENT
for **SENTRICON® COLONY ELIMINATION SYSTEM**
for the elimination of subterranean termites
(genus *Reticulitermes* and *Heterotermes*).

Name: McLennan County Juvenile Telephone: 757-5072

Address: 2601 Gholson Rd Waco, TX Service Address: Sammy 757-5055
76704

A. Service Commitment. GGA Pest Management Services (hereafter referred to as "Company") will, in compliance with all applicable federal, state, and local laws, rules and regulations:

1. Install Sentricon® stations (the "Stations") in the soil around the outside perimeter of the structure(s) specified (the "Structures") at the address above.
2. Monitor those stations as required by label;
3. During monitoring process, add Recruit™ termite bait to all stations and remove it from the stations as appropriate at no additional charge to the Customer;
4. During the monitoring process, maintain in good and serviceable condition all stations at no additional charge to the Customer;
5. During the monitoring process, inform the Customer of:
 - a. Any new or increased termite activity noted in the stations;
 - b. Any addition or removal of Recruit™ termite bait;
 - c. Any observed effect of the Sentricon® System on termite activity.

B. Customer Understanding of Performance of SENTRICON® SYSTEM. The Customer understands:

1. The Sentricon® System involves the installation of monitoring stations into which Recruit™ termite bait is placed for the purpose of the elimination of subterranean termites and their colony. Even after the initial colony elimination, subsequent monitoring for continuous protection from new subterranean termite colonies is required.
2. After installation, stations will be monitored yearly for termite activity and addition of Recruit™ bait.
3. During the interval between installation of the Sentricon® stations and complete elimination of existing termite colonies, termite feeding within the Structures, possibly involving additional structural damage, should be expected to occur. Spot treatment with conventional termiticides may be desirable/required (where construction allows such treatment) to halt damage, but are not needed for and will not contribute to colony elimination. Colony elimination may require 24 months or more.
4. Because the Sentricon® System depends on monitoring the placement of Recruit™ termite bait in the presence of any termite activity, failure on the part of the Customer to maintain monitoring service on the yearly schedule called for in this Agreement will result in the cessation of any protection of the Structures from termites by the Sentricon® System.
5. The active ingredient in the Sentricon® System is an insect growth regulator (noviflumuron) which prevents worker termites from molting (critical to colony survival). It is contained in Baitube® device which will be inserted in stations.
6. The Company will place the active ingredient in AgroSciences Baitube® devices in all stations, in which worker termites may feed.
7. In tests which it conducted on noviflumuron, Dow AgroSciences observed evidence of very low levels of mammalian toxicity only at very high levels of exposure.

C. Dow AgroSciences Ownership of Sentricon® System Components. The Customer understands that:

1. All of the components of the Sentricon® System ("Components") are and will remain the property of Dow AgroSciences. The Customer has no rights to any of the Components, other than the right to their use as installed by the Company on the Customer's premises under this Agreement.
2. On expiration or termination of this Agreement, the Company and/or Dow AgroSciences and/or its representatives are authorized by the Customer to retrieve from the Customer's premises the stations and other Components contained therein for appropriate disposition.
3. If the Company, for whatever reason, ceases to represent or to be authorized to represent, the Sentricon® System,
 - a. The Company will:
 - i. So notify the customer;
 - ii. Offer the Customer the alternative of either using a different form of termite protection or discontinuing this relationship (NOTE: Conventional "liquid barrier" methods of termite control may not offer an effective means of controlling certain termite infestations of certain structures. In such event the Company may not be able to offer a different form of termite protection, and therefore may have to discontinue the relationship).
 - iii. If the customer and the Company (the "Parties") agree on use of a different form of termite protection, give the Customer credit for service paid for but not yet received;
 - iv. If the Customer elects to discontinue the relationship, or if the Company cannot offer an effective different form of termite protection, refund to the customer an amount equal to the fee paid for services not yet received, minus charges by Dow AgroSciences, and

- v. Retrieve, or advise Dow AgroSciences or its representative where to retrieve, the Components from the premises; and
- b. The Customer will:
 - i. Grant the Company and Dow AgroSciences or its representative reasonable access to the premises for the retrieval of the Components; and
 - 1. Either agree with the Company on the use of a different form of termite control or elect to discontinue this relationship.

D. Customer Commitment as to Conditions Conducive to Infestation. The Customer warrants full cooperation with the Company during the term of this Agreement, and agrees to maintain the area(s) baited free from any factors contributing to infestation, such as wood, trash, lumber, direct wood-soil contact, standing water under pier-type structures, etc. The Customer also agrees to notify the Company of and to eliminate faulty plumbing; leaks; dampness from drains; condensation or leaks from the roof or otherwise into, onto, or under the area(s) baited. At no time will damage caused to any portion of the Structure(s), even by an active wood destroying insect infestation, be the responsibility of the Company in areas where any of the conditions described in this Paragraph exist. Failure of the Company to alert the Customer to any of the above conditions does not alter the Customer's responsibility under this Paragraph.

E. Additions Alterations, and Other Changes. This agreement covers the Structure(s) identified herein as of the date of the initial installation. Prior to (1) the Structure(s) being structurally modified, altered or otherwise changed, or (2) to any termiticide being applied on or close to the location of any Station, or if (3) soil is removed or added around the foundation, or (4) any tampering of baiting equipment or supplies occurs, the Customer will immediately notify the Company in writing. Failure to notify the Company in writing of the events listed above may void this Agreement. Additional services because of any addition, alteration, or other such event may be provided by the Company at the Customer's expense, and may require an adjustment in the annual fee.

F. Damage Related to Services. The Company will exercise due care while performing any work hereunder to try to avoid damaging any part of the Customer's property, plants or animals. Under no circumstances or conditions shall the Company be responsible for damage caused by the Company at the time the work is performed except those damages resulting from gross negligence on the part of the Company.

G. Damage Caused By Insects. The Company shall not be responsible for any past, present or future damage to the Structure or its contents caused by wood destroying insects, or any costs or expenses incurred by the Customer as a result of such damage, nor shall the Company be responsible for any costs or expenses related to future control or colony elimination efforts.

H. Customer's Payment Obligation. The obligation of the Company under this Agreement is conditioned upon payment in full of the Agreement price as set forth above and failure to pay the same in full shall cancel this Agreement in its entirety and discharge the Company of any and all liability. Any amount paid shall to the date of termination shall become the property of The Company as liquidated damages hereunder unless the Texas Structural Pest Control Service determines the Company has failed to treat according to the applicable rules and regulations. Liability of the Company is limited to the life of the Agreement and any renewal thereof. Invoiced charges agreed upon under this agreement are to be paid within 30 days of invoicing. After 30 days a finance charge of 1.5% per month (18% per year) may be charged to unpaid balance.

I. Other conditions or changes to the above: _____

THE REMOVAL OF THE BAIT OR BAITING SYSTEM MAY RESULT IN LACK OF TERMITE PROTECTION

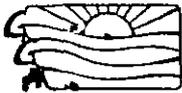
I. Fees
 Customer agrees to pay \$ 4146.00 ~~5046.00~~ plus taxes to have the Sentricon System installed and then \$ 700.00 plus taxes per ~~month~~ year for on-going service and warranty.

It is agreed that the above Initial Installation charges are for installation of the Sentricon® System. Monthly fees may be increased at any time after 24 months of the initial installation but at no time may they be increased more than 5% per year, or the annual rate of inflation, whichever is greater. Failure to pay the monthly fee within 30 days will void this agreement.

I have read and understand this Agreement and accept its terms:

Customer: [Signature] Date: 6/2/14
 For the Company: [Signature] Position: Sales Date: 6-2-14

Date of Installation: _____



GGA Pest Management Services
 6802 Broad Ave., Waco, Texas 76712
 P.O. Box 65 • Hewitt, TX 76643 • Waco (254) 666-3439 • Temple (254) 773-3802

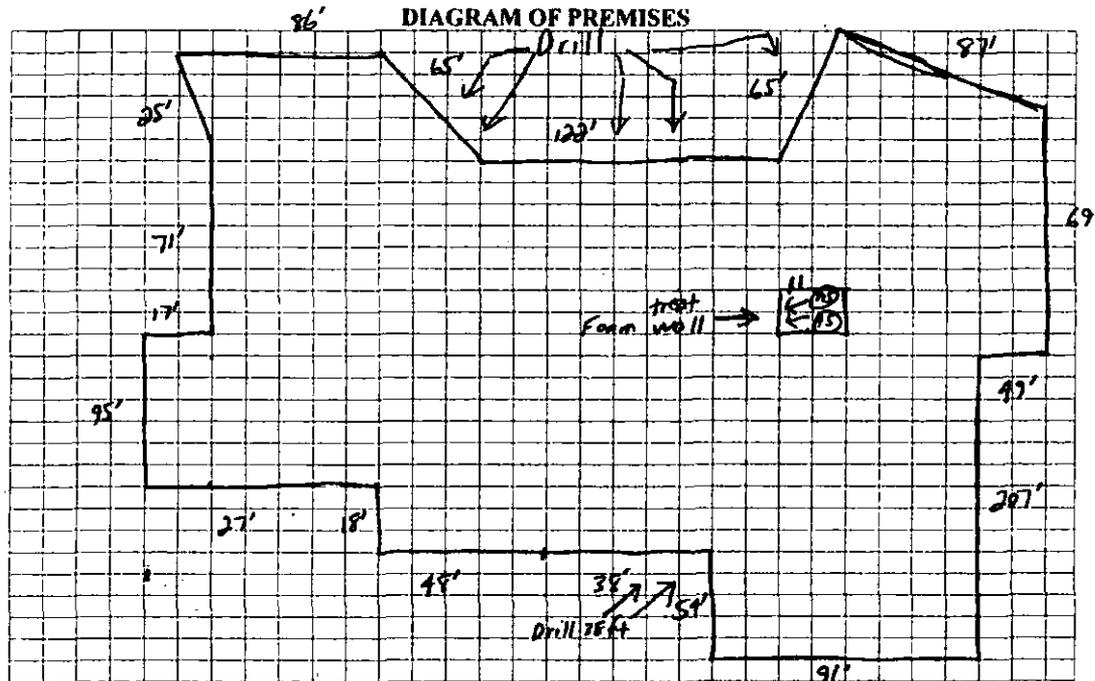
Estimate

SUBTERRANEAN TERMITE TREATMENT PROPOSAL & DISCLOSURE

Customer McLennan County - Juvenile
 Mailing Address 2601 Gholson Rd
 City Waco State TX Zip 76704

Date 5-9-14
 Home Phone _____
 Business Phone 757-5072

Location to be treated _____



Visible areas of wood destroying insect activity: A-Active P-Previous E-Evidence C-Conductive Conditions Areas to be treated: Q-Orill R-Rod S-Subterranean Termite F-Formosan Termite X-Trench M-Foam

Approximate measurements of the structure(s) to be treated 944 LF 290 LF Drill Pre-construction treatment Post-construction treatment

Total square feet to be treated 100,002 sq ft Total linear feet to be treated 300 LF

Construction: Foundation Slab Siding rock Roof Flat Primary Use Car

Inaccessible or obstructed areas wall & floor coverings

Conductive areas same as above

Damage well

Type of treatment (full, partial, spot, bait, barrier)	<u>Bait Treatment</u> <u>Partial/Bait</u>	<u>Chemical Treatment</u>	<u>Chemical Treatment</u> <u>Bifen/Premise</u>
Termiticide label enclosed	<u>Recruit 1D</u>		<u>0.06 / 0.05</u>
Minimum number of bait stations or Termiticide %	<u>37 bait Stations</u>		

If the warranty does not include the entire structure treated, the areas included in the warranty are: _____

Installation Fee \$ 4146.00 +tax _____ +tax \$ 4146.00 +tax

Service/Warranty Fee \$ 900.00 +tax _____ +tax \$ 900.00 +tax
monthly quarterly yearly yearly renewal

First Year Cost \$ 5046.00 +tax

Warranty period monthly quarterly yearly _____ yr with option for _____ yr with option for _____ yr

Grant Meel
 Certified Applicator or Technician

[Signature]
 Purchaser or Authorized Agent

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

ORDER APPROVING:

**AUTHORIZATION OF SETTLEMENT AND RELEASE
AGREEMENT: NDIVISION (RE: DATA SERVICES)**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Settlement and Release Agreement: nDivision (Re: Data Services). After discussion, Commissioner Jones made a motion to approve the Settlement Release Agreement with nDivision 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, approved by unanimous vote.

SETTLEMENT AND RELEASE AGREEMENT

1. **PARTIES.** This Settlement and Release Agreement (the “Agreement”) is entered into by and among the following parties:

- a. McLennan County, Texas (“McLennan”), on behalf of itself and its respective past, present and future employees, commissioners, servants, representatives, agents, consultants, affiliates, parents, subsidiaries, successors, predecessors, assigns, attorneys, insurance carriers, predecessors, and all other persons, natural, corporate or otherwise, in privity with them or any one of them, jointly and/or severally;
- b. nDivision, Inc. (“nDivision”) on behalf of itself and its respective past, present and future employees, servants, representatives, agents, consultants, affiliates, parents, subsidiaries, successors, predecessors, assigns, attorneys, members, partners, stockholders, officers, directors, insurance carriers, mortgage holders, lien holders, predecessors, and all other persons, natural, corporate or otherwise, in privity with them or any one of them, jointly and/or severally;

(McLennan and nDivision are collectively referred to herein as the “Parties” and individually as “Party”).

2. **RECITALS.**

WHEREAS, McLennan claims amounts due and owing under a contract with Vi3Technologies (a predecessor in interest to nDivision) for data replication services (the “Contract”);

WHEREAS, nDivision denies owing any amount of money to McLennan;

WHEREAS, McLennan’ legal counsel sent correspondence to nDivision on or about January 5, 2016 demanding payment allegedly owed to McLennan pursuant to the Contract (“McLennan’s Claims”) and threatening to file a lawsuit related to McLennan’s Claims;

WHEREAS, nDivision has denied and continues to deny the allegations set forth against it by McLennan;

WHEREAS, the Parties to this Agreement desire to avoid the cost, expense, and uncertainty of litigation and desire to settle this matter in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, representations, warranties, and promises hereafter set forth, and other good and valuable consideration, the following agreements are hereby made and confirmed by and among the Parties hereto:

3. **SETTLEMENT CONSIDERATION.** Within ten business days of the execution of this agreement, nDivision shall send payment to McLennan in the amount of TWENTY THREE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$23,600.00). Payment shall be made by cashier's check payable to McLennon County, Texas and shall be mailed to Haley & Olson, P.C., Attn: Michael W. Dixon, 510 North Valley Mills Drive, Suite 600, Waco, Texas 76710.

4. **MUTUAL RELEASE BY MCLENNAN AND RETURN OF SERVER.** For and in consideration of the recitals and mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, McLennan does hereby release, dismiss, acquit and forever discharge nDivision from any and all claims, cross-claims, counter-claims, or causes of action of any kind whatsoever, at common law, statutory, equity, or otherwise, including by way of example and not limitation, those brought for breach of contract, breach of warranty (express and implied), quantum meruit, negligence, gross negligence, violations of the Texas Deceptive Trade Practices Act, common law fraud, statutory fraud, fraud by non-disclosure, fraud in the inducement, negligent misrepresentation, libel, slander, defamation, disparagement, any declaratory judgment action, or otherwise, whether unintentional, intentional or otherwise, which McLennan has or might have, known or unknown, asserted or could have asserted, directly or indirectly attributable to or arising from or relating in any way to McLennan's Claims and/or the Contract. This paragraph specifically includes, but is not limited to, the release of any and all claims, damages (including all actual, statutory, consequential, extra-contractual, punitive, and exemplary damages), penalties,

costs, interest, attorneys' fees, and expenses arising from or concerning McLennan's Claims and/or the Contract.

For and in consideration of the recitals and mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, nDivision does hereby release, dismiss, acquit and forever discharge McLennan from any and all claims, cross-claims, counter-claims, or causes of action of any kind whatsoever, at common law, statutory, equity, or otherwise, including by way of example and not limitation, those brought for breach of contract, breach of warranty (express and implied), quantum meruit, negligence, gross negligence, violations of the Texas Deceptive Trade Practices Act, common law fraud, statutory fraud, fraud by non-disclosure, fraud in the inducement, negligent misrepresentation, libel, slander, defamation, disparagement, any declaratory judgment action, or otherwise, whether unintentional, intentional or otherwise, which nDivision has or might have, known or unknown, asserted or could have asserted, directly or indirectly attributable to or arising from or relating in any way to the contracts with nDivision or its predecessor or related thereto. This paragraph specifically includes, but is not limited to, the release of any and all claims, damages (including all actual, statutory, consequential, extra-contractual, punitive, and exemplary damages), penalties, costs, interest, attorneys' fees, and expenses.

Furthermore, for and in consideration of the recitals and mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, McLennan agrees to return to nDivision the Dell NX200 NAS appliance. The return of this item shall be at the offices of McLennan's IT Department at a date and time scheduled by nDivision and the IT Department.

5. **TERMINATION OF CONTRACTS.** The Parties hereby acknowledge, agree, and consent to terminate, release, and discharge any and all agreements, contracts, or professional

obligations (other than those contained within this Agreement) existing between the Parties. Hereafter, neither Party shall have any ongoing responsibilities to the other Party.

nDivision shall assure the electronic destruction of all County data stored in Vi3's/nDivision's data center and on the DELL NX200 NAS Appliance that was stored at the McLennan County IT data center. Because the nature of this data may fall under HIPAA and CJIS guidelines, the electronic destruction of this data should adhere to FBI standards as follows:

5.8.3 Digital Media Sanitization and Disposal. The agency shall sanitize, that is, overwrite at least three times or degauss digital media prior to disposal or release for reuse by unauthorized individuals. Inoperable digital media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure the sanitization or destruction is witnessed or carried out by authorized personnel.

6. **DISPUTED CLAIM.** The Parties understand and agree that this settlement is a compromise of doubtful and disputed claims and that the agreements herein shall not be construed as an admission of liability by either party.

7. **ENFORCEMENT, ATTORNEY'S FEES TO PREVAILING PARTY.** In the event that any Party violates any of the terms set forth within this Agreement, the other Party shall have the right to bring suit upon this Agreement to enforce said terms. The prevailing party in any suit brought pursuant to this Agreement shall be entitled to recover reasonable attorney's fees, litigation expenses, and costs associated with said suit or any subsequent appeals thereof. The remedies provided in this paragraph are not intended to be the sole remedies or to in any way limit a Party's right to seek any type of redress, claim, or damages available under law or at equity.

8. **OWNERSHIP OF CLAIMS AND AUTHORITY TO SETTLE.** Each of the Parties hereto, to the extent applicable, hereby represents that they have not assigned, pledged, transferred, or otherwise encumbered, in whole or in part, any of the claims or causes of action being released

by them herein and that all right, title, and interest in the claims and causes of action being released herein are owned and held by the party releasing same. The Parties further represent that they are authorized to enter into this Agreement in the capacities stated and described herein.

9. **COSTS AND TAXES.** The Parties hereby agree that they will each bear their own attorneys' fees and expenses related to the McLennan Claims.

10. **THIRD-PARTY BENEFICIARY.** This Agreement is not intended to benefit any person or entity other than the Parties hereto.

11. **NO JOINT VENTURE OR AGENCY.** Nothing contained in this Agreement or the performance thereof is intended to or shall be construed to create any relationship of agency, partnership or joint venture between or among the Parties.

12. **ASSIGNMENT.** The Parties agree that this Agreement may not be assigned or transferred without the prior written consent of the other Party hereto. In the event of a valid transfer or assignment of this Agreement, all of the terms of this Agreement shall inure to the benefit of and shall bind all successors and assigns.

13. **EXECUTION OF ADDITIONAL DOCUMENTS.** The Parties understand and agree that each of the Parties to this Agreement mutually and simultaneously authorizes and directs their respective attorneys to, or will themselves, execute and deliver for entry such subsequent instruments as may be necessary to effectuate the terms and conditions of this Agreement.

14. **VALIDITY OF ASSENT AND MUTUAL DRAFTING.** THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND FULLY AND COMPLETELY UNDERSTAND EACH AND EVERY TERM OF THIS AGREEMENT, AND EACH SUCH PARTY EXECUTES SAME OF HIS, HER, ITS, OR THEIR OWN FREE WILL AND ACCORD FOR THE PURPOSES AND CONSIDERATION SET FORTH HEREIN. FURTHERMORE, THE PARTIES HERETO CONFIRM THAT, WITH RESPECT TO EACH OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, THEY HAVE CONFERRED WITH THEIR

RESPECTIVE ATTORNEYS OR HAD THE OPPORTUNITY TO CONFER WITH AN ATTORNEY CONCERNING THE EFFECT AND OBLIGATIONS IMPOSED THEREBY AND FULLY UNDERSTAND THEM. FURTHERMORE, THE PARTIES HERETO AGREE AND CONFIRM THAT THIS AGREEMENT WAS PREPARED AND DRAFTED AS A COLLABORATIVE EFFORT ON THE PART OF ALL PARTIES AND THEIR ATTORNEYS HERETO AND SHALL NOT BE CONSTRUED, INTERPRETED OR HELD AGAINST ANY ONE PARTY OR ATTORNEY.

15. **CHOICE OF LAW, VENUE, AND ARBITRATION.** This Agreement is to be governed by the laws of the State of Texas, and all actions performable pursuant to this Agreement shall be performed in McLennan County, Texas. Further, the Parties expressly consent to the sole and exclusive venue in McLennan County, Texas.

16. **SEVERABILITY.** Should any court of competent jurisdiction or any government authority having jurisdiction over the Parties with respect to this Agreement determine that for any reason any clause, sentence, provision, paragraph or part of this Agreement is invalid, unenforceable, or illegal, such judgment holding, or determination shall not affect, impair, or invalidate the remainder of this Agreement, and shall be confined in its operation to the clause, sentence, provision, paragraph, or part of this Agreement directly involved, and the remainder of this Agreement shall remain in full force and effect.

17. **WAIVER, AMENDMENT, MODIFICATION.** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be changed, modified, or amended only by a written instrument, which has been executed by all of the Parties to this Agreement. Any party that is a corporation may act with regard to any such change, modification, or amendment only by a duly authorized officer or attorney of that party. Any change, modification

or amendment to this Agreement that is not executed in accordance with this section is void and of no force or effect. No purported oral modification, amendment or change shall have any effect.

18. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in multiple counterparts on separate pages and combined in a single instrument. Photocopy or facsimile signatures may be used and will have the same force and effect as originals.

19. **ENTIRE AGREEMENT.** The Parties understand and agree that this Agreement contains the final, complete, and entire agreement between the Parties and supersedes any and all prior agreements, negotiations, arrangements, representations, or understandings whether written or oral between them relating to the subject matter hereof and that no oral understandings, statements, promises or inducements contrary to the terms set forth herein exist.

20. **EFFECTIVE DATE.** This Agreement is effective as of the last date of execution set forth herein below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have duly signed and executed this Agreement
intending to be bound to the foregoing terms and conditions of settlement.

Scott M. Felton 2/02/16
MCLENNAN COUNTY, TEXAS DATE

BY: SCOTT M. FELTON
ITS: COUNTY JUDGE

A N Hixon January 22, 2016
nDIVISION, INC. DATE

BY: ALAN HIXON
ITS: CHIEF EXECUTIVE OFFICER

ORDER APPROVING:

**AUTHORIZATION OF LEASE AGREEMENT: PITNEY BOWES
GLOBAL FINANCIAL SERVICES, LLC (RE: MAILING MACHINE
FOR ELECTIONS DEPARTMENT**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Lease Agreement: Pitney Bowes Global Financial Services, LLC (Re: Mailing Machine for Elections Department). After discussion, Commissioner Jones made a motion to approve the Release Agreement with Pitney Bowes 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.

ORDER APPROVING:

**AUTHORIZATION OF MAINTENANCE AGREEMENT:
CTWP (RE: TREASURER'S OFFICE COPIER)**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Maintenance Agreement: CTWP (Re: Treasurer's Office Copier). Commissioner Perry made a motion to approve F. 5. 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.

Regan:

The maintenance agreement for the Treasurer's copier is \$300.00 per year. The Treasurer's budget for Maintenance Agreements has a \$550 balance.

Please have commissioners approve the Maintenance Agreement forwarded by the Purchasing Department.

Thanks

Bill

Bill Helton

McLennan County Treasurer

215 North 5th, Suite 226

Waco, TX 76701

254-757-5020 Main

254-757-5088 Direct

Non-Appropriation Addendum (for State or Local Governmental Lease or Loan)

Lessee/Renter/Customer: County Of McLennan	Title of lease, rental or other agreement: Lease dated
Lessor or Lender: CTWP Leasing	Lease, rental or contract #: 910156

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter or other customer ("Customer") and the above-referenced lessor or lender ("Creditor").

Introduction: Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental, loan or other credit agreement (the "Agreement"); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the "Effective Date").

1. **Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of Customer and Creditor to conform the terms and conditions of the Agreement to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Agreement.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

3. **Non-Appropriation of Funds.** Customer hereby represents, warrants and covenants to Creditor that: (a) Customer intends, subject only to the provisions of this Section 3, to remit to Creditor all sums due and to become due under the Agreement for the full multi-year term thereof; (b) Customer's governing body has appropriated sufficient funds to pay all amounts due to Creditor during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body. In the event Customer's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during Customer's next fiscal period, Customer may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). Customer agrees to deliver notice of an Event of Non-appropriation to Creditor at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Agreement on or before the effective date of termination. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase, lease, rent or otherwise acquire any personal property performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except as may be required for public health, safety or welfare purposes. Customer and Creditor understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies.

4. **Additional Representations, Warranties and Covenants of Customer.** In addition to the other representations, warranties and covenants made by Customer as set forth in the Agreement, Customer hereby represents, warrants and covenants to Creditor that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their terms, and Customer has complied with such public bidding requirements as may be applicable to the Agreement and this Addendum and the transactions contemplated herein and therein, (d) upon Creditor's request, Customer will provide Creditor with a copy of Customer's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Agreement, unless and until the Agreement is terminated in accordance with Section 3 above, Customer shall provide to Creditor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Customer's ability to continue the Agreement, as Creditor may request. Customer hereby acknowledges that the representations, warranties and covenants made by Customer in this Addendum and those set forth in the Agreement are being materially relied upon by Creditor in entering into the Agreement and this Addendum.

5. **Indemnification.** To the extent Customer is or may be obligated to indemnify, defend or hold Creditor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies.** To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

7. **Governing Law.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

8. **Miscellaneous.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer: County Of McLennan	Creditor: CTWP Leasing
By: X <u>Scott M. Felton</u> 2/02/16	By: X <u>Dudley Jones</u>
Print: <u>SCOTT M. FELTON</u>	Print: <u>Dudley Jones</u>
Title: <u>COUNTY JUDGE</u>	Title: <u>V.P.</u>



FILED: **FEB 02 2016**

J.A. "ANDY" MARWELL, County Clerk
McLennan County, Texas
By Myroslaw Gowan DEPUTY

ORDER APPROVING:

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

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: City of Golinda (Re; Road Work). Commissioner Snell made a motion to approve the Interlocal Agreement: City of Golinda for Road Work inside the County and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry with Commissioner Gibson abstaining. It is ordered by the Court that said Authorization be, and the same is hereby, approved by majority vote.

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made by and entered into between the City of Golinda, Texas, (hereinafter "City") and McLennan County, (hereinafter "County") Texas.

WHEREAS, it is in the best interests of the citizens of McLennan County for the various governmental entities located in this County to cooperate in the provision of governmental services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such services; and

WHEREAS, the County can provide the services promised below more efficiently and less expensively than the City; and

WHEREAS, the County is willing to provide the work and materials needed for project defined herein in consideration of payment of a sum in an amount that fairly compensates the County for the materials provided and work performed; and

WHEREAS, City and County have found it advisable to enter into an Interlocal Cooperation Act Agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 4413 (32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioners' Court as required by the statute.

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

Section I: County Obligation.

Patching Woodland Drive, Parklane, Farney, Neville and Dixon located in the City in accordance with the specification attached hereto as Exhibit "A" and incorporated by reference herein.

Section II: City Obligation.

In return for the County's performance of its obligation set forth above, the City shall pay the County the total sum of \$1,550.00 as set out in the estimate attached hereto as part of Exhibit "A." This is an estimate, and should the County's material costs be higher than estimated, the City agrees to reimburse the County for any overage. Payment is due within 30 days of the completion of the Project, and shall be made by a check payable to McLennan County delivered to the McLennan County Treasurer.

Section II: Miscellaneous Terms.

- (a) Easements, Right of Way Grants, and Approvals: City agrees to obtain all easements, right of way grants, or approvals necessary, if any, for the County to perform its obligation defined herein.

- (b) No Continuing Responsibility: This agreement is for the work/services described only, and does not include subsequent provision of services, maintenance, repair, or monitoring.
- (c) Current Revenues: Performance under this Agreement by the parties is to be undertaken solely from current revenues available to the parties.
- (d) Approval of Contact: This Agreement was approved by the governing bodies of both parties.

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

EXECUTED on the 22 day of JAN., 2015.

CITY OF GOLINDA, TEXAS



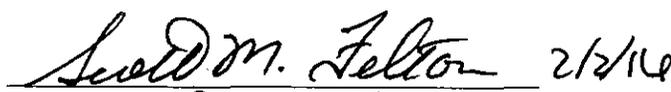
City Mayor

ATTEST:



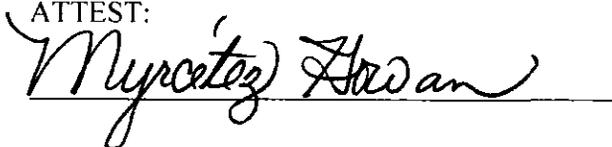
City Secretary

MCLENNAN COUNTY, TEXAS



County Judge SCOTT M. FELTON 2/2/14

ATTEST:



EXHIBIT

A

City of Golinda

Patching Estimate for Woodland Dr., Parklane, Farney, Neville and Dixon

Start Date: October 1, 2015

End Date: September 31, 2016

Truck & patcher with 2 people for 1 day:	\$805
250 gallons of CRS2 Emulsions:	\$625
15 yards of #5 pea gravel @ \$8 per yard	<u>\$120</u>
TOTAL:	\$1,550

* Estimate is based on one 8hr. day. When this has been depleted that will be the end of this estimate.

FILED: **FEB 02 2016**

J.A. "ANNIE" FARNEY, County Clerk
McLennan County, Texas
By Myrcetta Gowan DEPUTY

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENT: CITY OF GHOLSON;**

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENT: CITY OF LACY LAKEVIEW;**

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENT: CITY OF LEROY**

AND

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENT: CITY OF WEST**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: City of Gholson; Authorization of Interlocal Cooperation Agreement: City of Lacy Lakeview; Authorization of Interlocal Cooperation Agreement: City of Leroy and Authorization of Interlocal Cooperation Agreement: City of West. Commissioner Jones made a motion to approve F. 7, F. 8., F. 9., and F. 10. and it was seconded simultaneously by Commissioner Snell and 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 Authorizations be, and the same are hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF SUPPORT AND MAINTENANCE AGREEMENT:
HOVSERVICES (RE: RECORDS MANAGEMENT / ARCHIVES)**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Support and Maintenance Agreement: HOVServices (re: Records Management / Archives). After discussion, Commissioner Perry made a motion to approve F.12. 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.

Maintenance Agreements for the Court's Consideration
February 16, 2016

Department	Equipment	Coverage & Coverage Period	Beginning Amount & Date	Ending Amount & Date	Number of Images	Allowed Images	Overage Rate	Sub-Total	Total	Contract/ Invoice
HOV Services										
McLennan County Sheriff's Office 901 Washington Avenue Waco, TX 76701	Document Imaging Software Support and Maintenance Agreement Lason Tag #35363-17025 SN 155031 Lason Tag #35362-17025 SN 243989	Digitech Papervision Enterprise Digitech Paperflow BC/OCR 3/20/14 to 3/19/15						\$1,144.50	\$1,144.50	Agreement #38981CONS\YR Cust# CTUS04557

We submit the maintenance agreement(s) listed above for your consideration.

Becky Stephens, Purchasing

APPROVED BY COMMISSIONERS COURT
 THIS 2 DAY OF FEB 20 16
Becky Stephens
 COUNTY JUDGE

Support and Maintenance Agreement

1/20/2018

Page 1

<u>Installation Location</u>	<u>Description</u>
MCLENNAN COUNTY RECORDS MANAGEMENT 824 WASHINGTON WACO, TX 76701 KATHLEEN SCHWARTZ 254 757 0860	Agreement #: 38983CONSVR Type: Premium System Amount: \$2,145.88 Effective: 1/31/2016 through 1/29/2017 Payment Terms: Annual <small>Amount shown does not include applicable taxes See attached Terms and Conditions on page 2</small>

Covered Components

Description	LASON Tag #	Serial #
DIGITECH PAPERFLOW CHOICE OCR	34852-17025	242604
DIGITECH PAPERVISION ENTERPRISE		130956 (1-3)

Covered Services

Notes or Considerations

On-Site Support/Labor
 Remote/On-Line Support
 Software Updates
 Phone Support

 Unlimited Service Calls Allowed

Service Location: 17025 Customer Code: CUS04557

Your Purchase Order Number: _____ P.O. Date: _____

Signature: Scott M. Felton Date: 2/02/16

Printed Name: SCOTT M. FELTON Title: COUNTY JUDGE

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

RETURN TO:
 HOV Services/LASON Service Administration
 11850 Hempstead Highway, Suite 270
 Houston, TX 77092
 Fax: 713-957-4858

Amy Raines
 Signature _____
 Authorized HOV Services/LASON Representative

 Date 01/31/2016

1/20/2018

Terms and Conditions

Page 2

1. This agreement is intended to provide technical support and maintenance by HOV Services for the covered components described on page one of this document and subject to the terms and conditions described herein. This agreement shall cover: support and maintenance service calls requested by customer except for those specified herein, all labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein. HOV Services will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services and customer observed holidays, unless otherwise specified on page one under covered services.
2. HOV Services shall diagnose and repair problems relative to the covered components. The customer shall promptly inform HOV Services of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and HOV Services. HOV Services shall perform routine preventative maintenance to the covered components on a periodic basis spaced equidistantly throughout the term of this agreement as identified in the covered services section on page one of the agreement according to the manufacturer's specifications and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. HOV Services hereby warrants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner. All HOV Services personnel performing system maintenance and support shall be factory trained and knowledgeable about the Customer's specific components and configurations.
3. Special Conditions for Service Agreements Covering Equipment and Hardware
 - 3.1 This agreement does not cover any supply items such as Starter Toner (developer), Toner, Glass Plate, Glass Cylinder, Paper, Fuser Oil, Bubs, Ammonia, or any other supply item. HOV Services will not be responsible for installing such items or damages incurred by not installing such items as required.
 - 3.2 Standard Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator parts, pick/feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.
Premium Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement.
4. Special Conditions Service Agreements Covering Computer Systems and Software
 - 4.1 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.
 - 4.2 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.
 - 4.3 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.
 - 4.4 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.
 - 4.5 Premium System Support and Maintenance Agreement. HOV Services will make available to the Customer, all application software releases and associated documentation as they become available from the manufacturer or, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as labor to install these updates or upgrades. This does not include updates or upgrades to the current operating system software.
5. Special Conditions for Service Agreements Covering Wide and Web Scanners
 - 5.1 HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.
 - 5.2 HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install these updates or upgrades. This does not include updates or upgrades to the current operating system software.
 - 5.3 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV SERVICES shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.
 - 5.4 This agreement does not cover travel expenses for non-scheduled emergency repairs for Customers located more than 100 miles from the HOV Services service centers in Bethesda Maryland or Anaheim California. All travel expense for such services will be billed upon completion of repair.
 - 5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.
 - 5.6 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.
 - 5.7 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.
6. This agreement does not cover service, parts, components or repairs due to misuse, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty repairs or service by non-HOV Services personnel, parts, components or attachments not supplied by HOV Services or use of supplies, parts or components not meeting HOV Services and manufacturer's specifications.
7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page 1 of the Preventive Maintenance Agreement. Prior to, or upon expiration of this agreement, the customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.
8. HOV Services may cancel this agreement within 30 days of written notice for the following reasons: 1) If the equipment or covered components are moved from the location specified on page 1 of this PMA. 2) If the equipment or covered components are resold, leased, or transferred to another party. 3) If the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by HOV Services or the manufacturer, may also allow HOV Services to cancel this PMA through written notice.
9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. The Customer shall be invoiced for and agree to pay HOV Services any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. The Customer shall be invoiced for and agree to pay HOV Services any additional amount for devices, upgrades, special programs, and services other than those provided to the Customer by HOV Services under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority.
10. At the end of the contract period, HOV Services may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc beyond HOV Services' control. Customer shall receive a minimum of thirty (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, HOV Services reserves the right to invoice the Customer for any time the components were not covered under this agreement.
11. This agreement constitutes the entire agreement between HOV Services and the Customer. No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Michigan will govern this agreement.



Support and Maintenance Agreement

January 20, 2016

MCLENNAN COUNTY
824 WASHINGTON
WACO, TX 76701
Attn: KATHLEEN SCHWARTZ

**** Notice of Renewal ****

Dear HOV Services/LASON Customer,

It is that time of year to remind you that the Support and Maintenance Agreement for your document imaging / management products is due to expire on **January 30, 2016**. In order for these products to sustain a high level of quality performance and utilization for your organization, we strongly recommend that you renew this agreement for an additional term to avoid a lapse in support coverage.

Please sign the enclosed agreement and provide your purchase order number and return to our Service Administration Department at the address below. Once we receive the signed agreement, you will be invoiced for the amount shown on the contract, plus any applicable tax.

We hope that the performance of these products and HOV Services/LASON's support has met your expectations, and as always, we appreciate your business.

If you have any questions or comments, feel free to call me Monday through Friday 9:00AM to 5:00PM.

Sincerely,

HOV Services/LASON Service Administration
11850 Hempstead Highway, Suite 270
Houston, TX 77092

FILED: **FEB 02 2016**

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcene Gowan DEPUTY

AGENDA: FEBRUARY 2, 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 16 Budget:

- a. Regarding the Texas Association of Counties Risk Management Pool: Authorization of Claim Deductible Invoices:
 - 1) Invoice # NRDD-0001573-LE **Approved**
 - 2) Invoice # NRDD-0001576-GL **Approved**
- b. Road & Bridge, Precinct 2 **Approved**
- c. Maintenance of Buildings **Approved**
- d. 19th District Court **Approved**
- e. McLennan County Public Health District **Approved**
- f. Permanent Improvement Fund (Fund 401) **Approved**

CD-374, 10:09

ORDER APPROVING:

AUTHORIZATION OF CLAIM DEDUCTIBLE INVOICES:

INVOICE # NRDD-0001573-LE

AND

INVOICE # NRDD-0001576-GL

**RE: THE TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL**

RE: FY 2016 BUDGET

On this the 2 day of February, 2016, came on for consideration the matter Regarding the FY 16 Budget: Regarding the Texas Association of Counties Risk Management Pool: Authorization of Claim Deductible Invoices: Invoice # NRDD-0001573-LE and Invoice # NRDD-0001576-GL. After discussion, Commissioner Perry made a motion to approve G. 1. a. 1. and G. 1. a. 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 Authorizations be, and the same are hereby, approved by unanimous vote.



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0001573-LE
Invoice Date: January 19, 2016
Claim #: LE201206089-1
Member ID: 1550

Deductible payment is due.

Description	Amount Due
Claim LE201206089-1: Invoice for Deductible Subsidiary/office associated with claim: Other Date of Loss: 4/7/14 Claimant: Panter, Matthew	\$14,092.96
Total Policy Deductible Amount per Claim	\$50,000.00
Total Amount Received to Date	
Total Amount Due	\$14,092.96
Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made	

Claim Deductible Payment Remittance Form

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

Invoice Date: January 19, 2016
Invoice #: NRDD-0001573-LE
Amount Due: \$14,092.96

If the total amount enclosed is not \$14,092.96,
please use the notes section below to explain:

Amount Enclosed: _____

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

APPROVED BY COMMISSIONERS COURT

THIS 7 DAY OF FEB 20 16

Scott M. Felton
COUNTY JUDGE

PAID FEB 02 2016

PAUL HARRWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowen DEPUTY

Printed 1/19/16



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0001576-GL
Invoice Date: January 19, 2016
Claim #: GL20158974-1
Member ID: 1550

Deductible payment is due

Description	Amount Due
Claim GL20158974-1: Invoice for Deductible Subsidiary/office associated with claim Public Works Road & Brdge Date of Loss: 12/16/15 Claimant: Schoff, Johnny	\$255.00
Total Policy Deductible Amount per Claim	\$10,000.00
Total Amount Received to Date	
Total Amount Due	\$255.00
Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made	

Claim Deductible Payment Remittance Form

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

Invoice Date: January 19, 2016
Invoice #: NRDD-0001576-GL
Amount Due: \$255.00

If the total amount enclosed is not \$255.00,
please use the notes section below to explain

Amount Enclosed _____

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

APPROVED BY COMMISSIONERS COURT
THIS 7 DAY OF FEB, 2016
Scott M. Felton
COUNTY JUDGE

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcaez Gowad DEPUTY

Printed 1/19/16

ORDER APPROVING FY 2016 BUDGET AMENDMENTS:

ROAD & BRIDGE, PRECINCT 2;

MAINTENANCE OF BUILDINGS;

19th DISTRICT COURT;

MCLENNAN COUNTY PUBLIC HEALTH DISTRICT

AND

PERMANENT IMPROVEMENT FUND (FUND 401)

On this the 2 day of February, 2016, came on for consideration the matter Regarding the FY 16 Budget: Road and Bridge, Precinct 2; Maintenance of Buildings; 19th District Court; McLennan County Public Health District and Permanent Improvement Fund (Fund 401). After discussion, Commissioner Jones made a motion to approve G. 1. b., G. 1. c., G. 1. d., G. 1. e. and G. 1. f. and it was seconded by Commissioner Gibson. 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 Commissioner's Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Road & Bridge, Precinct 2

Gentlemen:

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

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	25	57	3620	501000	Supplies	40,000	12,000	52,000
1	25	57	3620	502000	Furniture & Equipment	1	13,000	13,001
								-
								-
								-
								-
								-
								-
								-
								-
Total Increases							25,000	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	25	57	3620	999999	Contingencies	250,000	25,000	225,000
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Decreases							25,000	

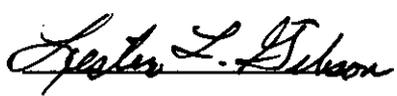
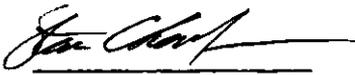
BUDGET AMENDMENT JUSTIFICATION:

For purchase of welder and welding trailer; and to ensure adequate funding for fiscal year

Respectfully Submitted
 Requestor:

Approved as to Form
 County Auditor

Approved by
 Commissioners' Court
 County Judge


Form B-0010 (10/1/15) Expires 09/30/16

2/2/16

FILED: FEB 02 2016

JA "ANDY" HAWWELL County Clerk
 McLennan County, Texas
 By Myrcenez Gowan 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	502000	Furniture and Equipment	15,815	2,806	18,621
							-	-	-
							-	-	-
							-	-	-
						Total Increases		2,806	

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	1,158,341	2,806	1,155,535
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		2,806	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "furniture and equipment" line item in the Maintenance of Buildings department by moving from the contingencies line item within the General Fund. The Maintenance of Buildings department is requesting the purchase of three tasers.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





2/2/16

FILED: FEB 02 2016

By **ANDY HARWELL**, County Clerk
 McLennan County, Texas
 By **Myrcator Gowan** 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	15	26	1410	19th DC	502000	Furniture and Equipment	1	2,500	2,501
							-	-	-
							-	-	-
							-	-	-
Total Increases								2,500	

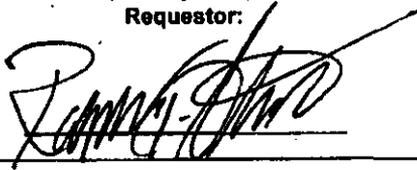
REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	26	1410	19th DC	501000	Supplies	24,000	2,500	21,500
							-	-	-
							-	-	-
							-	-	-
Total Decreases								2,500	

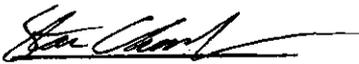
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "furniture and equipment" in the 19th District Court department for furniture for the new Court Reporter as well as a new courtroom projector for the 2016 fiscal year.

Respectfully Submitted
 Requestor:



Approved as to form
 County Auditor



Approved by
 Commissioners Court
 County Judge



2/2/16

FILED: FEB 02 2016

J.A. "ANNIE" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcene Gowen 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	30	65	4310	Co Health	604104	McL Co Public Health District	238,564	2,917	241,481
							-	-	-
							-	-	-
							-	-	-
						Total Increases		2,917	

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	1,155,535	2,917	1,152,618
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		2,917	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "McLennan County Public Health District" line item in the County Health Services department by moving from "contingencies" for fiscal year 2016. The total amount due was received after the 2016 budget was adopted.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





2/2/16



WACO-McLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

Sherry Williams, APRN, Director
225 W. Waco Drive, Waco, Texas 76707
Phone 254-750-5459
Fax 254-750-5452
sherryw@ci.waco.tx.us

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

January 5, 2016

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

Received

JAN 11 2016

McLennan County Judge

Dear Judge Felton:

An invoice will be attached to Dustin Chapman's copy of this correspondence, which will serve as notice of the McLennan County's contribution to the Waco-McLennan County Public Health District. For Fiscal Year 2015-16, the annual contribution was based on the 2013 Census Bureau Estimates Report. McLennan County's population of 241,481 at \$1.00 per person is the basis for the annual contribution of \$241,481.00. The second quarterly payment of \$60,370.25 is due by March 31, 2016.

Thank you for your continued support of the public health system in McLennan County.

Sincerely,

Sherry Williams, APRN
Director

cc: Dustin Chapman, Administrative Assistant, McLennan County

Attachment



Waco-McLennan County Public Health District
225 West Waco Drive
Waco, Texas 76707

January 5, 2016

TO: McLennan County
P.O. Box 1728
Waco, Texas 76703-1728

INVOICE

Quarterly Payment for Contribution to the Waco-McLennan County Public Health District

Amount: \$60,370.25

Due: March 31, 2016

Please return copy of this invoice and check payable to **City of Waco**.

Mail payment to: Waco-McLennan County Public Health District
Attention: Sherry Williams, Director
225 West Waco Drive
Waco, Texas 76707

FILED: **FEB 02 2016**

By Myrcetaz Gowan DEPUTY
McLennan County, Texas

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 401 (Permanent Improvement 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
401	90	98	8010	Perm Impr	701221	ADA Modifications	7,933	24,279	32,212
							-	-	-
							-	-	-
							-	-	-
						Total Increases		24,279	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
401	90	98	8010	Perm Impr	999999	Contingencies	877,118	24,279	852,839
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		24,279	

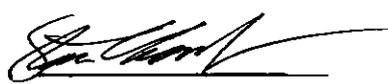
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested within the Permanent Improvement Fund for the ADA study performed by The Wallace Group.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge




2/2/16

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myralee Gowan DEPUTY

AGENDA: FEBRUARY 2, 2016

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

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

1. Authorization of Service Agreement Acceptance Form: Smiths Detection (re: X-Ray Machines) **Approved**

2. Authorization of Requests for Purchase of Duty Weapons Upon Retirement of Peace Officers (relative to Government Code § 614.051) **Approved**

3. Authorization of 2016 – 2017 Aviation Insurance Proposal: Starr Indemnity and Liability Company **Approved**

CD-374, 10:13

ORDER APPROVING:

AUTHORIZATION OF SERVICE AGREEMENT
ACCEPTANCE FORM: SMITHS DETECTION
(RE: X-RAY MACHINES)

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Service Agreement Form: Smith's Detection (Re: X-Ray Machines). After discussion, Commissioner Jones made a motion to approve the Service Agreement Acceptance Form with Smith's Detection and it was seconded by Commissioner Perry. 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.

Maintenance Agreements for the Court's Consideration
February 2, 2016

Department	Equipment	Coverage & Coverage Period	Beginning Amount & Date	Ending Amount & Date	Number of Images	Allowed Images	Overage Rate	Sub-Total	Total	Contract/ Invoice
Smith's Detection										
McLennan County Sheriff's Office 901 Washington Ave. Waco, TX 76701	X-Ray Machines Courthouse Security & Annex									
	OSPM - 6040 On-Site Coverage							\$4,278.00		
	W/PMI 6040 SN 67384 & SN 84178 SN 113333	02/06/16 to 02/05/17						\$4,278.00 \$4,278.00	\$12,834.00	

We submit the maintenance agreement(s) listed above for your consideration.

Becky Stephens, Purchasing

APPROVED BY COMMISSIONERS COURT
 THIS 2 DAY OF FEB 20 16
[Signature]
 COUNTY JUDGE

January 21, 2016

Mclennan County

To Becky Stephens:

As a valued customer of Smiths Detection, we want to continue to provide the service and support to keep your equipment maintained and in peak operating condition at all times. We are committed to providing the service that will ensure your investment in our products is protected.

Our records indicate that your existing On-Site Service Agreement will be expiring on your Smiths Detection* X-Ray equipment as of **February 5, 2016**. As you know, your Service Agreement provides you with a cost effective solution to assure trouble-free operation of your Smiths Detection products. Service Agreements also allow you to budget one fixed expense through the Agreement period. Any unplanned corrective maintenance expense is eliminated.

Our On-Site Agreement offers the following:

ON-SITE SERVICE AGREEMENT

- On Site Service Coverage – 8:00 a.m. – 5:00 p.m., Monday – Friday excluding holidays
- Typical Response Time; within 36 hours
- Includes all Labor, Travel Time and Travel Expenses
- Includes all Replacement Parts required
- Unlimited Access to our 24 hour by 7 day Technical Support Help Desk
- One Annual Preventive Maintenance check. Complete operational and calibration procedure performed
- One Annual Radiation Survey
- Valued Customer Status – 15% Discount on Instructor Led Training

According to our records, the following equipment is expiring. Included below is the price for a one-year Service Agreement.

Model Number	Serial Number	One Year - On-Site Agreement Price
HI-SCAN 6040ds	84178	\$4,278
HI-SCAN 6040ds	67384	\$4,278
HI-SCAN 6040ds	113333	\$4,278
TOTAL:		\$12,834

To initiate coverage immediately, please call me or complete the Service Agreement Acceptance Form, which follows, sign where indicated and return to my attention. I will send to you a formal Service Agreement, which must be executed and returned to us together with payment for the term desired.

Should you need additional clarification on the enclosed, or if I can provide you with any other information, including information on our various training programs for your Smiths Detection equipment, please feel free to contact me at 410.612.2620 or by email at:

Gina.Novotny@smithsdetection.com

Thank you and best regards,

Gina Novotny

Gina Novotny
Service Sales Agent

**Smiths Detection is a company formed through the acquisitions of Barringer Instruments and Heimann Systems*

ORDER APPROVING:

**AUTHORIZATION OF REQUESTS FOR PURCHASE OF DUTY
WEAPONS UPON RETIREMENT OF PEACE OFFICER
(RELATIVE TO GOVERNMENT CODE § 614.051)**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Requests for Purchase of Duty Weapons Upon Retirement of Peace Officer (Relative to Government Code § 614.051). After discussion, Commissioner Perry made a motion to approve H.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.



SHERIFF PARNELL MCNAMARA
McLennan County

901 Washington Avenue Waco, Texas 76701 • 254-757-5095
www.co.mclennan.tx.us

"Your Safety Comes First"

January 21, 2016

To: McLennan County Commissioners' Court
From: Deputy David James
Re: Purchase of Duty Weapon Upon Retirement

I would like to purchase my duty weapon which I have carried during my tenure as Sheriff Deputy of McLennan County.

The government code (614.051) now allows this purchase to take place for retired peace officers.

Glock Model 22, 40 cal., Serial no. XUH645

APPROVED BY COMMISSIONERS COURT
THIS 7 DAY OF FEB 2016
dmf
COUNTY JUDGE



SHERIFF PARNELL MCNAMARA
McLennan County

901 Washington Avenue Waco, Texas 76701 • 254-757-5095
www.co.mclennan.tx.us

"Your Safety Comes First"

January 26, 2016

To: McLennan County Commissioners' Court
From: Deputy Shannon Mitchell
Re: Purchase of Duty Weapon Upon Retirement

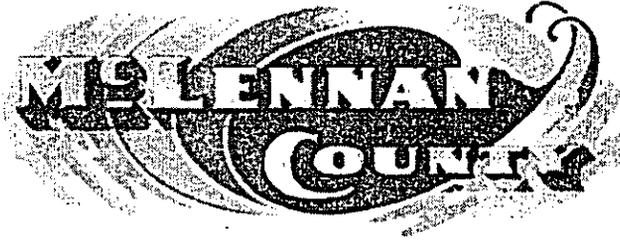
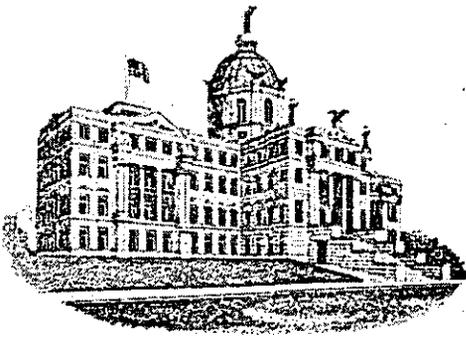
I would like to purchase my duty weapon which I have carried during my tenure as Sheriff Deputy of McLennan County.

The government code (614.051) now allows this purchase to take place for retired peace officers.

Glock Model 22, 40 cal., Serial no. XUH655

APPROVED BY COMMISSIONERS COURT
THIS 7 DAY OF FEB 2016

COUNTY JUDGE



WACO, TEXAS

Ken Bass

Director of Purchasing
214 North 5th Street
Waco, Texas 76701

Office: (254) 757-5016

Fax: (254) 757-5068

ken.bass@co.mclennan.tx.us

February 2, 2016

Commissioners,

A few years back, the purchasing Office conducted an extensive investigation on the fair market value for a Glock 22s. What we found is that the age of a gun does not necessarily affect the value. It is the wear, appearance and sometimes the availability of a newer version that affect the value. The Glock 22 generation 4, 40 caliber pistols became available in 2010.

To determine the fair market value for the Glock 22s, we used the assumptions that these weapons, carried as their service weapons, would receive the normal wear that comes from the movement of the pistol in the holster, in contact areas rubbing off the normal black finish. Also, because of the qualification requirements, a minimum of 50 rounds were fired through the gun per year, but we are sure, to stay proficient many more rounds were fired than the minimum. Therefore, we are using the nomenclature that the weapons are old/new stock.

And lastly, to determine the fair market value we consulted various on-line sites. We found that very consistently that values mentioned for former service weapons ranged from \$300 for old/new stock to \$400 for pistols in good condition. It is our understanding, that the price paid for the weapon in question when new was \$409.00

Using the assumptions stated above and the websites visited we believe the fair market value for a Glock 22, .40 caliber pistol in old/new stock condition is \$350.00.

Thank You,
Ken Bass

GOVERNMENT CODE

TITLE 6. PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE A. PROVISIONS GENERALLY APPLICABLE TO PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 614. PEACE OFFICERS AND FIRE FIGHTERS

SUBCHAPTER D. PURCHASE OF FIREARM OF HONORABLY RETIRED OR DECEASED PEACE OFFICER

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER. (a) An individual may purchase a firearm from a governmental entity if:

- (1) the individual was a peace officer commissioned by the entity;
- (2) the individual was honorably retired from the individual's commission by the entity;
- (3) the firearm had been previously issued to the individual by the entity; and
- (4) the firearm is not a prohibited weapon under Section 46.05, Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. 2135), Sec. 3, eff. September 1, 2015.

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

ORDER APPROVING:

**AUTHORIZATION OF 2016 – 2017 AVIATION
INSURANCE PROPOSAL: STARR INDEMNITY
AND LIABILITY COMPANY**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of 2016 – 2017 Aviation Insurance Proposal: Starr Indemnity and Liability Company. After discussion, Commissioner Jones made a motion to approve the Aviation Insurance Proposal with Star Indemnity and Liability Company 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, approved by unanimous vote.

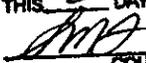
2016-2017 Aviation Insurance Proposal

McLennan County Sheriff's Office

214 North 4th Street,
Suite 10
Waco, TX 76701-1366

January 19, 2016

AIRSURE
LIMITED

PROPOSAL
APPROVED BY COMMISSIONER'S COURT
THIS 2 DAY OF FEB 2016

COUNTY JUDGE

NOTICE

THIS "INSURANCE PROPOSAL" IS NOT A LEGAL CONTRACT AND PROVIDES ONLY A GENERAL DESCRIPTION OF COVERAGES OFFERED. ANY INDICATION OF COVERAGES CONTAINED HEREIN ARE SUPERSEDED BY THE ACTUAL POLICY WORDING AND SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. OTHER LIMITS OF COVERAGE THAN THOSE SPECIFICALLY OFFERED HEREIN MAY BE AVAILABLE UPON REQUEST.

VALIDITY PROVISION

The terms offered herein will normally remain valid for thirty (30) days or until renewal date of coverage subject to no adverse changes in underwriting information and further subject to underwriter acceptance.

CONFIDENTIALITY CLAUSE

This document contains information which is proprietary, and is intended only for the use of the person, entity or entities named herein. Any unauthorized disclosure, copying or distribution of this document is prohibited.

LIABILITY LIMITS

Higher Liability Limits may be available upon request.

McLennan County Sheriff's Office
Aviation Insurance Proposal

Proposed Insurance Company

Starr Indemnity and Liability Company - A.M.

Best rated "A++" XV

Issued by Starr Aviation Agency, Inc.

Explanation of Best's Ratings

A++ and A+ (Superior)

Assigned to companies which have, on balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company. These companies, in the opinion of A.M. Best Company, have a very strong ability to meet their ongoing obligations to policyholders.

Financial Size Category

XV - \$2,000,000,000 or greater adjusted policy holder surplus

AIRCRAFT INSURANCE POLICY

This is a convenient coverage summary, not a legal contract. This proposal is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of loss.

General Policy Information

Named Insured

McLennan County Sheriff's Office

Policy Period

Effective Date: 2/6/2016

Expiration Date: 2/6/2017

Location

214 North 4th Street, Suite 100
Waco, TX 76701-1366

**McLennan County Sheriff's Office
Aviation Insurance Proposal**

Aircraft Use

As required by the named insured excluding any use for which a charge is made.

Pilots

The pilots who may fly the Aircraft are as listed below, provided that those pilots have all of the qualifications as shown and provided also that all pilots are properly certificated, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

As Approved by the named insured's chief pilot.

**AIRCRAFT HULL & LIABILITY POLICY
COVERAGES AND LIMITATIONS**

Aircraft Physical Damage Coverage

The Company will pay for direct physical damage to a scheduled aircraft, subject to all policy terms, exclusions and conditions that occurs during the policy period including its disappearance or stolen under theft if such aircraft is unable to be located for sixty (60) days after reported missing or stolen.

No Physical Damage Requested

Liability to Others

The Company will pay on behalf of the insured, subject to all policy terms, exclusions and conditions, such sums which the insured shall be legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence during the policy period arising out of the ownership, maintenance or use of a scheduled aircraft.

N-Number	Year	Make	Model	Seats	Each Occurrence Limit of Liability
N9240N	1971	Bell	OH-58	4	\$1,000,000

***Higher limits of liability may be available.
Upon your request, we will attempt to secure optional quotations.***

**McLennan County Sheriff's Office
Aviation Insurance Proposal**

Medical Payments

Regardless of liability, the insuring company will pay all the reasonable medical expenses incurred within one year from the date of injury, for each passenger who sustains bodily injury cause by an occurrence during the policy period provided the aircraft is being used by or with the permission of the named insured.

Limit of Liability: **\$3,000 Each Person**
 \$12,000 Each Occurrence

Where You are Covered

United States of America, Canada, Mexico, the Bahamas and the Caribbean Islands or enroute between points therein.

OTHER ENDORSEMENTS

Baggage and Personal Effects Endorsement

The company will pay on behalf the named insured those sums which the named insured shall become legally liable to pay for direct physical damage or loss from external cause to baggage, caused by an occurrence, but only while in the care, custody or control of the named insured.

Limit of Liability: **\$1,000 Each Passenger**

Mobile Equipment Liability

The Company will promptly pay on behalf of the insured all sums the insured becomes legally obligated to pay as damages because of **bodily injury** and **property damage** caused by an **occurrence** arising out of the ownership, maintenance or use of **mobile equipment**. **Mobile equipment** shall mean a land vehicle (including any machinery or apparatus attached) that is not subject to motor vehicle registration or is used exclusively on **premises** owned by or rented to the **named insured**, but only while used on **premises** and in connection with the maintenance or operation of **aircraft** or **premises**. The insurance provided by this coverage shall be excess over any other coverage available to the **insured**.

Limit of Liability: **\$1,000,000 Each Occurrence**

Hangar and Contents Endorsement

Property damage coverage is extended to apply to any loss or claim arising out of and caused by property damage to hangars and the contents thereof, of others, in the care, custody or control of the named insured, subject to all policy terms, exclusions and conditions. This is excess insurance.

Limit of Liability: **\$25,000 Each Occurrence**

**McLennan County Sheriff's Office
Aviation Insurance Proposal**

Spare Parts Endorsement

Physical damage coverage is extended to insure aircraft: parts, engines, avionics, and accessories, not attached to or forming part of any aircraft and being the property of the named insured or of other for which the named insured is legally liable, against all risks of direct and accident physical damage or loss from external cause.

Limit of Liability: \$50,000 Any One Occurrence, Any One Conveyance, Building or Location

Deductible: \$10,000 Each and Every Loss

Runway or Aircraft Foaming – Supplemental Payments

The company shall pay the expenses runway foaming or aircraft foaming for the purpose of minimizing a physical damage under this policy, subject to all policy terms, exclusions and conditions.

Maximum Payment Amount: \$50,000 Any One Loss or Occurrence

Search and Rescue

The company shall pay the actual expenses incurred by the named insured for any search and rescue performed by or at the request of the named insured, subject to all policy terms, exclusions and conditions.

Maximum Payment Amount: \$50,000 Any One Occurrence

Renewal Premium

Aircraft Liability: \$ 3,465

**TEXAS - POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019; AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase terrorism coverage for a prospective premium of \$_____.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Starr Indemnity & Liability Company
Insurance Company.

Print Name

N/A
Policy Number

1/19/2016
Date

AGENDA: FEBRUARY 2, 2016

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

I. HEART O’TEXAS FAIR / EXTRACO EVENTS CENTER: Authorizations re: Contracts / Professional Services / Lease / Rental Agreements / Contract Addendums / Change Orders / Extensions; Property Transactions / Deeds, Insurances, Surveys / Proposals / HOT Fair, Equipment / Supplies; *Authorizations re:* Purchases, Plan & 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:* **None**
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

1) Authorization of ARC Roofing Payment Application No. 8 **Deferred**
(ARC Inv. # 15-11-001-8RET) / Final Payment Request and Acceptance of Close-Out Documents

CD-374, 10:17

ORDER DEFERRING:

**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 2 day of February 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, Commissioner Snell made a motion to defer 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, deferred by unanimous vote.

AGENDA: FEBRUARY 2, 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 Office of the Governor County Essentials Services Program: Authorization regarding Submission of Grant Application and related Resolution (Re: Twin Peaks) **Approved**

2. Regarding the County Energy Transportation Reinvestment Zone (CERTZ): Authorization of County Judge to Sign Grant Documents Including Invoices, Reimbursement Requests, and related Items **Approved**

CD-374, 10:42

ORDER APPROVING:

**AUTHORIZATION REGARDING SUBMISSION OF GRANT
APPLICATION AND RELATED RESOLUTION (TWIN PEAKS)**

**RE: THE OFFICE OF THE GOVERNOR COUNTY
ESSENTIALS SERVICES PROGRAM**

On this the 2 day of February, 2016, came on for consideration the matter Regarding the Office of the Governor County Essentials Services Program: Authorization regarding Submission of Grant Application and related Resolution (re: Twin Peaks). After discussion, Commissioner Jones made a motion to approve to the Submission of the Grant Application and related Resolution. 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.

County Essential Services Program

The County Essential Services Program provides financial assistance to counties for essential public services including law enforcement services, jail services, court services, or reimbursement of extraordinary costs incurred for the investigation or prosecution of a capital murder or crimes committed because of bias or prejudice.

Eligible Applicants: Texas counties.

Preferences: Projects will be considered on a case-by-case basis with preference given to counties seeking reimbursement for costs incurred for the investigation and/or prosecution of capital murder or crimes committed because of bias or prejudice.

Contact Information: If additional information is needed, contact Judy Switzer at jswitzer@governor.state.tx.us or at (512) 463-1919.

APPLICATION SUBMISSION
APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
JMT
COUNTY JUDGE

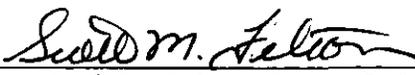
RESOLUTION

WHEREAS, The McLennan County Commissioners Court finds it in the best interest of the citizens of McLennan County that the McLennan County Twin Peaks Incident Reimbursement be operated for the 2015-2016; and

WHEREAS, The McLennan County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, the McLennan County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The McLennan County Commissioners Court designates County Judge Scott M. Felton as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The McLennan County Commissioners Court approves submission of the grant application for the McLennan County Twin Peaks Incident Reimbursement to the Office of the Governor, Criminal Justice Division.

Signed by: 
Scott M. Felton, County Judge

Passed and Approved this 2nd of February, 2016

Grant Number: 2939301

FILED: FEB 02 2016

J.A. "AGUE" HANWELL, County Clerk
McLennan County, Texas
By: [Signature] Deputy

ORDER APPROVING:

**AUTHORIZATION OF COUNTY JUDGE TO SIGN GRANT
DOCUMENTS INCLUDING INVOICES, REIMBURSEMENT
REQUESTS, AND RELATED ITEMS**

**RE: THE COUNTY ENERGY TRANSPORTATION
REINVESTMENT ZONE (CERTZ)**

On this the 2 day of February, 2016, came on for consideration the matter Regarding the County Energy Transportation Reinvestment Zone (CERTZ): Authorization of County Judge to Sign Grant Documents including Invoices, Reimbursement Requests, and related items. After discussion, Commissioner Jones made a motion to approve the Authorization of the County Judge to Sign Grant Documents for the CERTZ Projects 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, approved by unanimous vote.

AGENDA: FEBRUARY 2, 2016

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

**K. BIDS / RFP's / RFQ's / QUOTATIONS for GOODS & SERVICES, including
Recording of Vendor HB 914 Conflict Disclosure Statements, if applicable:**

1. Discussion and/or Action regarding Change in Opening Date for Bids:

- a. Bid 16-004: Crushed Limestone Flexbase Loaded in McLennan County Trucks and/or Trailers of Delivered **Discussion Only**
- b. Bid 16-005: Lightweight Aggregate for Surface Treatment **Discussion Only**
- c. Bid 16-006: Corrugated Steel Culverts **Discussion Only**
- d. Bid 16-007: Asphalt Emulsions **Discussion Only**

CD-374, 10:48

DISCUSSION ONLY:

**DISCUSSION AND/OR ACTION RE: CHANGE IN BID
OPENING PROCEDURES:**

**BID 16-004: CRUSHED LIMESTONE FLEXBASE LOADED IN MCLENNAN
COUNTY TRUCKS AND/OR TRAILERS OF DELIVERED;**

BID 16-005: LIGHTWEIGHT AGGREGATE FOR SURFACE TREATMENT;

BID 16-006: CORRUGATED STEEL CULVERTS

AND

BID 16-007: ASHPALT EMULSIONS

On this the 2 day of February, 2016, came on for consideration the matter of Discussion and/or Action regarding Change in Opening Date for Bids: Bid 16-004: Crushed Limestone Flexbase Loaded in McLennan County Trucks and/or Trailers of Delivered; Bid 16-005: Lightweight Aggregate for Surface Treatment; Bid 16-006: Corrugated Steel Culverts and Bid 16-007: Asphalt Emulsions. Purchasing Director Ken Bass updated the Court regarding Change in Bid Opening Procedures. Discussion Only.

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



February 2, 2016

Re: Change in Opening Date for Bids 16-004, 16-005, 16-006 & 16-007

Commissioners:

On January 19, 2016 we submitted a request to advertise for four bids as listed above. The advertise dates requested were January 22, January 29 and February 5, 2016 with a bid opening date to be February 16, 2016. The recommendation for award of these bids would be on the March 1, 2016 agenda.

We would like to inform the Court that the bid opening date has been changed to Monday, February 8, 2016, at 3:30 p.m. The advertise dates remain the same. With this change we can have a recommendation on the February 16, 2016 agenda.

Thank You,
Ken Bass

FILED: **FEB 02 2016**

McLennan County Clerk
McLennan County, Texas
By Administrator GORDON DEPUTY

AGENDA: FEBRUARY 2, 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**
2. ***Financial Obligations of McLennan County:***
 - a. Authorization for Co. 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 **None**
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. Pretrial Services **Pulled**
 - b. Constable, Precinct 1 **Pulled**
 - c. Justice of the Peace, Precinct 1, Place 2: Recording of Appointment of County Clerks **Approved**
 - d. County Treasurer **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. County Sheriff **Approved**
 - b. Justice of the Peace, Precinct 1, Place 2 **Approved**
 - c. 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. | Greater Waco Chamber of Commerce: Monthly Economic Development Report, December 2015 | Pulled |
| b. | Texas County and District Retirement System (TCDRS): Presentation regarding New Rules for the Retirement Plan | Pulled |
| 7. <i>Commissioners Court, discussion on, consideration of and / or Action on:</i> | | |
| 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: | None |
| d. | Regarding the On-Site Sewage Facility (O.S.S.F.) Program: Authorization Of December 2015 Billing / Reports | Approved |
| e. | Authorization for County Engineer to Obtain Surveying Services for TxDOT Off-System Bridge Replacement Projects, Precinct 1 and 4 | Approved |
| f. | Authorization of Exterior Lighting Policy for the McLennan County Courthouse | Approved |
| g. | Authorization of Tax Resale Deeds: | |
| | 1) MCAD # 480425000005001: Lot A5, Block C, Vermont Place Addition, City of Waco, McLennan County, Texas | Approved |
| | 2) MCAD # 480191000038005: Lot 3, Block 17, Garland Addition, City of Waco, McLennan County, Texas | Approved |
| | 3) MCAD # 480191000023009: Lot 22, Block 16, Garland Addition, City of Waco, McLennan County, Texas | Approved |
| | 4) MCAD # 480434000181001: Lot 23, Block 9, J. Weisman Addition, City of Waco, McLennan County, Texas | Approved |
| | 5) MCAD # 480045000049000: Lots 13 & 14, Block 3, Beverley Place Addition, City of Waco, McLennan County, Texas | Approved |
| | 6) MCAD # 480176000666000: Lots A13 & A14, Block 67, Farwell Heights Addition, City of Waco, McLennan County, Texas | Approved |

ORDER APPROVING CONSENT AGENDA ITEMS

On this 2 day of February, 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. 3. b., L. 3. d., and L. 6. a. Commissioner Jones made a motion to approve (the consent agenda items with the exemption of (L. 3. a., L. 3. b., L. 3. d., and L. 6. 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 Consent Agenda Items be, and the same are hereby, approved by unanimous vote.

Recording of Authorization of Contracts for Fire Protection Services: County Volunteer Fire Departments and the McLennan County Fire Protection Association approved by Order on September 29, 2015 and recorded on Page 33 of these minutes.

RECEIVED

JAN 27 2016

McLENNAN CO
JUDGE

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
[Signature]
COUNTY JUDGE

For
Recording

Recording of Authorization of MailFinance Lease Agreement: NeoPost (Justice of the Peace, Precinct 3) approved by Order on November 3, 2015 and recorded on Page 82 of these minutes.

RECEIVED

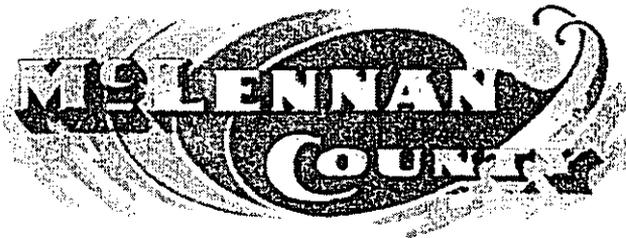
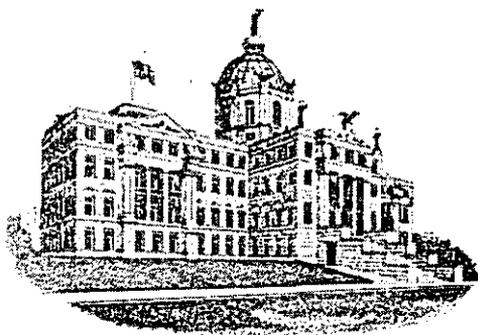
JAN 26 2015

MCLENNAN CO.
JUDGE

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 20 16

[Signature]
COUNTY JUDGE

For
RECORDING



WACO, TEXAS

Ken Bass

Director of Purchasing
214 North 5th Street
Waco, Texas 76701

Office: (254) 757-5016
Fax: (254) 757-5068
ken.bass@co.mclennan.tx.us

November 3, 2015

Re: Replacement Mailing Machine

Commissioners,

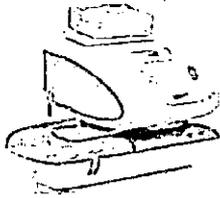
We received a call from Judge Pareya with JP 3. They are in need of a new mailing machine. Their current machine is paid for and we have only paid for postage in the past couple of years, but will be out of date at the end of December. This new machine (IS-350) will be under a 63 month lease at \$49.95/month. We respectfully submit this information to Commissioners Court for your consideration.

Thank You,
Ken Bass

APPROVED BY COMMISSIONERS COURT
THIS 3 DAY OF NOV 2015
Bob M. Jahn
COUNTY JUDGE

N15112024

MailFinance Lease Agreement



IS-350 Green Mailing Solution

Payment Information

Billing Frequency: <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Number of Months: 63	Monthly Payment: \$49.95
Professional Installation Service <input type="checkbox"/>	Included Promotions:

Billing Information

Company Name (Full legal name): McLennan County Justice of the Peace Precinct 3		
DBA:		
Mailing Address: 201 N Reagan St		
City: West	State: TX	Zip Code: 76691
Contact Name: Karla Dulock	Email Address: karla.dulock@co.mclennan.tx.us	
Phone Number: (254) 826-3341	Fax Number:	
Purchase Order #:		
Tax Exempt? (Exemption Certificate is required if Yes) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

ACH Direct Debit (For lease payments only)

Bank Name:	
Bank Contact Name:	Bank Routing Number:
Please attach a blank voided check. A deposit slip will NOT be accepted.	

Services Provided

<input checked="" type="checkbox"/> Unlimited Meter Resets	<ul style="list-style-type: none"> No Meter Reset Charges Only pay for what you download!
<input checked="" type="checkbox"/> NeoFunds® Postage Payment Service	<ul style="list-style-type: none"> Instant access up to \$700 postage - No prepay! Receive a monthly invoice for postage Online access to account information, statements, & payments
<input checked="" type="checkbox"/> Rate Change Protection	<ul style="list-style-type: none"> USPS® Rate Updates included Accurate postage prevents returned mail and wasted money Online Updates - no chips
<input checked="" type="checkbox"/> Maintenance	<ul style="list-style-type: none"> Service is provided by one of our local offices
<input checked="" type="checkbox"/> Green Lease	<ul style="list-style-type: none"> Neopost offers green machines, refurbished or re-manufactured

Installation Information (If different than billing)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes):		
City:	State:	Zip Code + 4:
County:		
Contact Name:	Email Address:	
Phone Number:	Fax Number:	
<input checked="" type="checkbox"/> Use my existing POC Account Number: 43897957		Postage Payment Option: <input type="checkbox"/> NeoFunds® <input checked="" type="checkbox"/> Prepay <input type="checkbox"/> PostageNow™ ACH
For Internal Use Only		
Previous Lease Number:	New Lease Number:	Customer Number (CSN): 60133677
Owning Branch/Dealer Number:	Owning Branch/Dealer Name: 6107 - Neopost Texas	
Account Manager:	Marketing Codes: Please see attached worksheet	
Date Submitted:	Date Sent: 8/19/2015	Replaces Meter S/N: 83000183

This document consists of a Product Lease ("Lease") with MailFinance Inc.; Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Neopost and a NeoFunds® Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (Version DirectLease-06-13), which are also available at <http://www.neopostusa.com/terms/DirectLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.
* Customers providing an email address will receive invitations to our educational webinars, product updates and NeoNews, our monthly email newsletter.
Customers who are upgrading or renewing an Agreement and currently fund the POC Postage account by ACH Debit will not be converted to NeoFunds unless Initialed here

Scott M. Felton
Authorized Signature

11/3/15
Date Accepted

Scott M. Felton County Judge
Title Name and Title

Paula McGill
MailFinance Authorization

12/31/15
Date Accepted

Offer valid until



Fax Completed Form To:
(203) 301-2902

Paula McGill
478 Wheelers Farms Road
PH: 203-301-3518 Ext. 13518
Fax: (203) 301-2902
Email: P.McGill@neopost.com

Postage Machines
Easy-to-Use Mailing System

S-350



Specifications	
Speed	40 lpm
Envelope - minimum	89 x 127 mm
Envelope - maximum	229 x 324 mm
Maximum envelope thickness	Up to 9 mm
Envelope orientation	Landscape or Portrait
Job imprint memories	Up to 9
Advertising slogans	8 standard / 2 open
PIN number security	yes
Incoming mail date stamp	yes
Account reporting and control	10 departments
Online Services	
Automatic rate downloads	yes
Low-Ink E-Mail Alerts	yes
Remote diagnostics	yes
Basic monthly postage usage (value and items)	13 months
Postal class and department usage	13 months
System Dimensions	
Length x Height x Depth	357 x 260 x 375 mm
Options	
Differential Weighing	yes
Barcode scanner	yes
Department upgrade	up to 100
USB mass storage	yes

We've Got You Covered

Neopost's customer support is there for you with our contact center and trained technicians who are ready to assist you. We are committed to providing you with world class customer satisfaction and offer automatic diagnostics with our product line. By uploading systems data, we will be alerted if you are having trouble. With myneopost, this remote access to your system allows us to analyze the situation remotely and then fix it accordingly.



Why Choose Neopost?

Neopost is a global leader in mailing solutions, shipping services and digital communications. We believe that people are the key to business success. That's why our products and services are tailored to help your organization improve the quality of its interactions and bring people closer together.

In this age of multichannel communications, we guide and empower you to interact in new and innovative ways. We advise you on how to create cost-cutting synergies. And we deliver global coverage with a strong local presence, offering you continual support by phone, onsite or online.

Today, Neopost is present in 31 countries and has a network of partners in more than 90 countries. We promote responsible business and sustainable development through our products and outreach programs. And our 6,200 employees worldwide are committed to making your interactions more responsive and more powerful - offering you a competitive edge that will open up a wealth of business opportunities.

Find out more at neopost.com

Specifications are subject to change without notice. Neopost and the Neopost logo are registered trademarks of Neopost S.A. All other trademarks are the property of their respective owners.



Neopost is a global leader in mailing solutions, shipping services and digital communications. We believe that people are the key to business success. That's why our products and services are tailored to help your organization improve the quality of its interactions and bring people closer together.



Compact, Quiet and Easy to Use

Growing businesses count on innovative productivity tools to keep their offices running smoothly. Neopost's IS-350 professional postage machine makes it simple to weigh, frank and send your mail.



Easy to operate, the highly capable IS-350 with whisper-quiet operation is designed to integrate smoothly into your office environment and process mail efficiently. With its state-of-the-art technology and online services you can be sure to have the best solution to meet your demanding needs.

Because sustainability matters...

Eco-friendly, the upgraded Neopost IS range is designed to reduce your environmental footprint. Being ISO 14001 (environmental) certified, Neopost will serve you according to the highest process, quality and environmental standards.



Online Management: Monitor, Track and Control

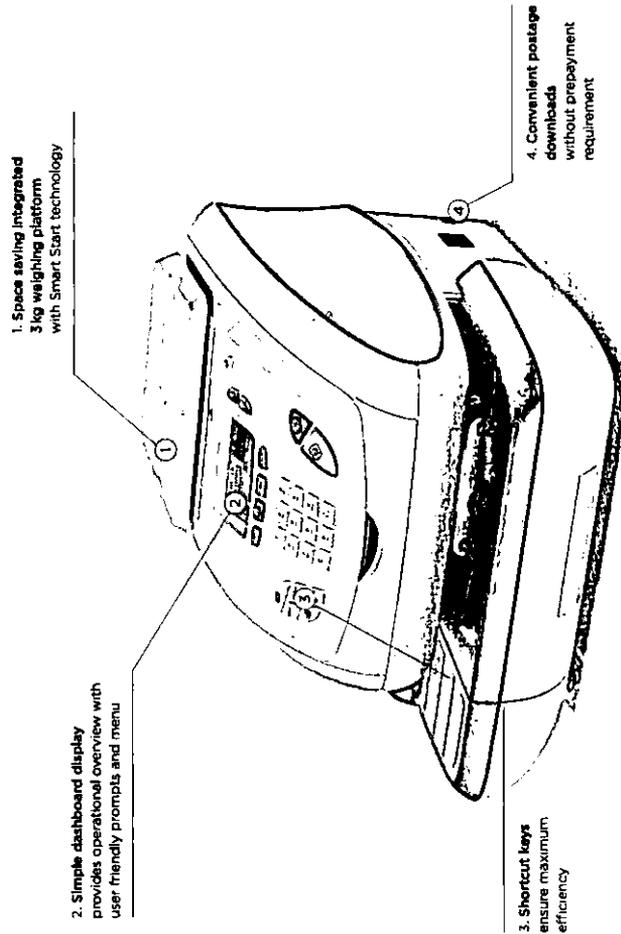
Online services give you greater control over your mailing system and postal expenditures. The IS-350 is connected to help you manage your operations more efficiently.

- If you have to account for your mail, you can even monitor postage activity, mail class, and department usage.
- Get added support with remote diagnostics.
- Never run out of ink with Low Ink E-mail Alerts.

Enjoy the hassle-free automatic postal rate change downloads that ensure you're compliant with the latest postal rates.



Optimize Efficiency. Ensure Quality.

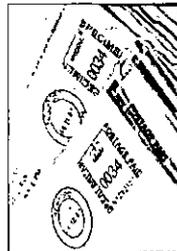


1. Space saving integrated 3kg weighing platform with Smart Start technology

2. Simple dashboard display provides operational overview with user friendly prompts and menu

3. Shortcut keys ensure maximum efficiency

4. Convenient postage downloads without prepayment requirement



Give the Right Impression

Promote customer relations with printed slogans that enhance the professional look of your organization.

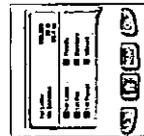
Select advertising slogans to reinforce communication with your customers.



Mix It Up - IS-350 Will Sort It Out

Fast, accurate weighing and franking. Using Differential Weighing, simply place all your mixed weight mail on the weighing platform, remove an item and the correct rate is calculated.

The IS-350 is as ready as you are. With Smart Start technology, each time an envelope is removed from the weighing platform the IS-350 starts and is ready to process your mail.



Pricing Your Mail Has Never Been Easier

Don't be confused by postal rates. Let the IS-350's

Rate Wizard give you a hand so you don't have to be a postal expert. Whichever rate you need, the IS-350 will figure it out. You'll enjoy hassle-free postal rate changes as they are automatically downloaded ensuring simplicity, accuracy, and compliance.

Save even more time by eliminating keystrokes when you select the mail class you need from the rate shortcuts menu.

From single envelopes to larger packages, you'll have the flexibility you need to weigh and manage your mail with ease.

Never Out of Ink

Managing ink couldn't be easier. The IS-350 uses a long-life cartridge optimizing ink yield and minimizing replenishment.

Plus, the IS-350 will send you a Low-Ink E-Mail Alert so you can be sure your mail keeps moving.



Thanks to the Click n' Snap design, changing ink cartridges has never been easier.

FILED FEB 02 2016

J.A. "ANDY" HARMELL, County Clerk
McLennan County, Texas
By Myra Katz, General DEPUTY

Recording of Authorization of Program Project Agreements: Balcones Distilling Re:
Economic Development approved by Order on November 3, 2015 and recorded on Page 12 of
these minutes.

RECEIVED
JAN 21 2016
MCLENNAN CO.
JUDGE

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
JMS
COUNTY JUDGE

FOR
RECORDING

PROGRAM PROJECT AGREEMENT BETWEEN
WMCEDC AND BALCONES DISTILLING LLC

THIS PROGRAM PROJECT AGREEMENT (hereinafter "Agreement") is entered into by and between BALCONES DISTILLING LLC (hereinafter "BALCONES") and the WACO McLENNAN COUNTY ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation (hereinafter "WMCEDC"), on the date set forth below.

RECITALS:

WHEREAS, WMCEDC is the administrator of the economic development program established by the City of Waco, Texas (hereinafter "City") and McLennan County, Texas (hereinafter "County") (collectively referred to herein as "funding entities") to provide incentives to new or expanding businesses in the City of Waco and McLennan County, Texas;

WHEREAS, in consideration of incentives to be awarded to BALCONES by WMCEDC and the funding entities, BALCONES will expand its operations in McLennan County, Texas and will create and retain jobs in McLennan County, Texas;

WHEREAS, on August 24, 2015, the WMCEDC Board of Directors approved a Program Project Agreement between WMCEDC and BALCONES;

WHEREAS, BALCONES, WMCEDC and the funding entities desire to enter into this Program Project Agreement.

NOW, THEREFORE, for the promises and considerations set forth herein, the parties to this PROGRAM PROJECT AGREEMENT agree as follows:

I.

WMCEDC COMMITMENTS TO SUPPORT PROJECT

1.1 **WMCEDC Support:** WMCEDC agrees to provide Three Hundred Thousand Dollars (\$300,000.00) (the "Incentive Funds") to BALCONES to pay for or reimburse a portion of BALCONES' costs of expanding its operations at 225 S. 11th St., Waco, McLennan County, Texas 76701, being further described as Lot 1, Block 1 of the Balcones Distillery Addition in Waco, Texas, such land being further described and depicted in the field notes of the Balcones Distillery Addition attached hereto as Exhibit "B" (the "Facility"). The Incentive Funds will be disbursed on a pro rata basis to BALCONES as set forth below.

1.2 **Pro Rata disbursement of Incentive Funds:** The Incentive Funds will be disbursed on a pro rata basis after BALCONES has certified completion of its real and personal property improvements; certified completion of all public infrastructure improvements; and, confirmed its job creation and retention requirements as set forth in this Agreement. The Incentive Funds are to be disbursed according to the following guidelines:

1.2.1. Up to Two Hundred Fifty Two Thousand Dollars (\$252,000.00) will be eligible to

be disbursed to BALCONES after BALCONES has certified that it has fulfilled the requirements of Paragraphs 1.2.1.(a) and 1.2.1.(b):

1.2.1. (a) Verification that BALCONES has expended no less than Six Million Five Hundred Thousand Dollars (\$6,500,000.00) in real property improvements at the Facility, which amount does include the public infrastructure improvements contemplated by this Agreement, and all such real property improvements have been completed; and,

1.2.1. (b) Verification that BALCONES has expended no less than Six Million Fifty Thousand Dollars (\$6,050,000.00) for personal property improvements at the Facility and such improvements have been installed;

1.2.2. Up to Forty Eight Thousand Dollars (\$48,000.00) of the Incentive Funds will be disbursed to BALCONES based on job creation by BALCONES. The amount of disbursement for each draw request will be on a pro-rata basis according to the creation of the twelve (12) new full-time WMCEDC Eligible jobs, including the retention of the presently existing thirteen(13) full-time WMCEDC Eligible jobs by Balcones; and, being after BALCONES has completed at least Two Hundred Fifty Two Thousand Dollars (\$252,000.00) of public infrastructure improvements, as described with estimated costs in Exhibit "C"; and, being after BALCONES has completed the construction and/or installation of all real property improvements at the Facility called for by this Agreement; and, being after BALCONES has completed the installation of all personal property called for by this Agreement at the Facility. For example, if BALCONES certifies in a draw request that it has completed the public infrastructure improvements; and, has completed the real property improvements at the Facility; and, has completed the installation of the personal property at the Facility called for by this Agreement; and, has created and filled three (3) new full-time positions (not including positions previously certified in a prior draw request) that are WMCEDC Eligible jobs, WMCEDC will disburse 3/12 of the remaining Forty Eight Thousand Dollars (\$48,000.00) of Incentive Funds to BALCONES, being \$12,000.00. BALCONES may submit draw requests at any time throughout the Agreement term or may wait until all Agreement commitments have been completed to submit a single draw request for all Incentive Funds that are eligible to be disbursed.

1.3 **Payment:** Payment will be made within forty-five (45) days of receipt of each draw request from BALCONES for such disbursement, subject to reasonable verification of compliance with the above requirements by the WMCEDC Administrator.

II.

BALCONES COMMITMENTS

2.1 **BALCONES Application and Amendment:** A true and correct copy of the Application for Economic Development Incentives or Assistance submitted by BALCONES to WMCEDC is attached hereto as Exhibit "A" and incorporated herein by reference as if fully copied and set forth at length. A true and correct copy of the letter dated July 28, 2015, from Keith A. Bellinger, President/CEO of BALCONES, to Judge Scott M. Felton, which letter amends Exhibit "A", is attached hereto as Exhibit "A-1" and incorporated herein by reference as if fully copied and set forth at length. The public infrastructure improvements to be completed by BALCONES are detailed in Exhibit "C", attached hereto and incorporated herein by reference

as if fully copied and set forth at length. Exhibits "A", "A-1", "B" and "C" contain representations by BALCONES that are relied upon by WMCWDC in entering into this Agreement. BALCONES agrees that it will provide the following economic development to the Waco, McLennan County area at the Facility and comply with all requirements of this Agreement in exchange for payment of the Incentive Funds.

2.2 Real Property Improvements: BALCONES will complete no less than Six Million Five Hundred Thousand Dollars (\$6,500,000.00) in real property improvements in site and building renovations and improvements at the Facility as determined by the McLennan County Appraisal District (MCAD) by December 31, 2016. The real property improvements shall include, but not be limited to, the public infrastructure improvements described in Exhibit "C".

2.3 Personal Property Improvements: BALCONES will invest no less than Six Million Fifty Thousand Dollars (\$6,050,000.00) by December 31, 2016, to purchase and install personal property equipment at the Facility as determined by the McLennan County Appraisal District, provided that such determination by MCAD shall be based on invoices and payment receipts submitted by BALCONES and verified by the McLennan County Appraisal District. The total amount that BALCONES will invest to purchase and install personal property equipment at the Facility will actually be no less than Six Million Two Hundred Seventy Five Thousand Dollars (\$6,275,000.00), which amount includes engineering fees of approximately \$225,000.00. The amount of engineering fees are subtracted from the total investment for Appraisal Dispute calculations pursuant to Paragraphs 3.8 and 3.8b., below.

2.4 Job Creation and Retention: BALCONES will create, fill and retain twelve (12) new full-time jobs that are "WMCEDC Eligible" jobs by December 31, 2019. A "WMCEDC Eligible" job provides a minimum wage of no less than twelve dollars (\$12.00) per hour and health insurance and benefits comparable to those provided by the City of Waco or McLennan County to their own employees. WMCEDC and BALCONES acknowledge that as of July 31, 2015, BALCONES employs thirteen (13) full-time employees with WMCEDC Eligible jobs in Waco, McLennan County. **BALCONES agrees that it will create, fill and retain twelve (12) new full-time jobs that are "WMCEDC Eligible" jobs by December 31, 2019, and will retain those jobs for a period of no less that two (2) years after all of the required jobs have been created and filled (anticipated retention period of December 31, 2019 – December 31, 2021). During the period of time from the execution of this Agreement through the job creation and job retention period, BALCONES will maintain the currently existing thirteen (13) full-time jobs. Thus, BALCONES will maintain a total of twenty five (25) jobs in Waco, McLennan County during the retention period of this Agreement. BALCONES' two (2) year job retention period may begin sooner than December 31, 2019, if BALCONES achieves full employment of twenty five (25) full-time jobs prior to that date, and provides documentation of same to WMCEDC.**

2.5 Employee Compensation, Benefits, & Residency: BALCONES must pay the employees in the newly-created full-time positions an average wage (or, for salaried or commission-based employees, a salary or commission which, as applicable, would be equivalent to an hourly wage) of at least \$35,923.00 per year with the minimum wage being no less than \$12.00 per hour for all twelve (12) new employees. BALCONES will also provide, at employer

expense, health insurance and benefits at a level submitted to and approved by WMCEDC, provided however, that such health insurance and benefits may be changed so long as they do not fall below a level comparable to those provided by the City of Waco and McLennan County at the time of the execution of this Agreement. BALCONES must provide employee coverage or employee/family coverage that is comparable to the City and County's 100% employee coverage or a percentage of the premium for both the employee and employee's dependents that is equivalent. **At least 80 percent (or 10 jobs) of the total twelve (12) new full-time jobs must be filled by residents of McLennan County and at least 40 percent (or 5 jobs) of the total twelve (12) new full-time jobs must be filled by residents of the City of Waco.**

III.

BALCONES COMPLIANCE REQUIREMENTS

3.1 Annual Certification of Employment: On or before the 15th day of December of each year of this Agreement, BALCONES shall provide WMCEDC with an Annual Certification including an employee roster through September 30th of the year in which the Annual Certification is submitted to WMCEDC, showing the name and/or unique identification number, address including zip code, position, date of hire, and wage of each employee throughout the term of the Agreement. At each time that BALCONES submits to WMCEDC the yearly employee roster, BALCONES shall also submit to WMCEDC a certification, in the form reasonably required by WMCEDC, that BALCONES meets its obligations under this Agreement, including the employment requirements. After providing prior reasonable notice to BALCONES, WMCEDC shall have the right during regular business hours to conduct a personnel audit of BALCONES' records to verify the number of employees hired and their address, position, wage and employee benefits. WMCEDC agrees that it will hold and process all BALCONES employee data it receives or views pursuant to this Agreement confidentially and in accordance with all applicable United States laws and regulations, including all applicable privacy laws. If BALCONES fails to provide the above-requested information, it shall be subject to the penalties described herein. If BALCONES elects to submit a single draw request for all of the Incentive Funds after all Agreement commitments have been completed, BALCONES must still submit Annual Certificates of Employment throughout the contract term. In the event that a delay in construction of real property improvements at the Facility; or, a delay the installation of personal property at the Facility; or, if any Annual Certification from BALCONES is submitted to WMCEDC at such time as to cause the beginning date of BALCONES' eligibility for payment of Incentive Funds by WMCEDC to be delayed for a period of twelve (12) months past December 31, 2019, all other dates in this Agreement will be deemed to change to a later date that will provide for this Agreement to last for a period of the sooner of six (6) years from December 31, 2015, or for a period of two (2) years after BALCONES reaches the job creation and retention level of twelve (12) new full-time WMCEDC Eligible jobs as required by this Agreement, in addition to retaining the currently existing thirteen (13) full-time job that are WMCEDC Eligible jobs in Waco, McLennan County, Texas, for the duration of this Agreement.

3.2 Compliance with Job Creation and Job Retention: If BALCONES provides a satisfactory Annual Employment Certification that demonstrates that it has satisfied the Job Creation and Job Retention requirements as set forth in this Agreement, then BALCONES will

be deemed to have met its obligations for such preceding year and no reductions or repayments will be due for such preceding year.

3.3 Partial Compliance with Job Creation: If BALCONES fails to create and fill twelve (12) WMCEDC Eligible employment positions by December 31, 2019, but creates and fills at least eleven (11) employment positions (85% of job creation target) with the required salary and benefits as set forth in this Agreement by December 31, 2019, then BALCONES will be able to keep a portion of incentive funds previously received or to which it was entitled, but will repay Twenty One Thousand Dollars (\$21,000.00) to WMCEDC (\$252,000.00/12). BALCONES shall make a repayment of the Incentive Funds upon sixty (60) days written demand by WMCEDC. In that event, BALCONES will not be eligible to receive any additional Incentive Funds for positions created and filled after December 31, 2019. Even with partial compliance with job creation, BALCONES shall still be obligated to retain the jobs created before the December 31, 2019 deadline.

3.4 Partial Compliance with Job Retention: For any year of the Job Retention Phase, upon reaching the highest employment level achieved during the Job Creation Stage or twenty five (25) jobs, whichever is lesser, except as provided in Paragraph 3.5, if BALCONES decreases its level of employment from either the highest employment level achieved during the Job Creation Stage or twenty five (25) jobs, whichever is lesser, but continues operating with at least twenty two (22) employees that have the required salary and benefits set forth in this Agreement, BALCONES shall be responsible and obligated to repay to WMCEDC a pro-rata portion of the Incentive Funds received from WMCEDC. The pro-rata portion to be repaid shall be the total amount of the Incentive Funds received multiplied by the percentage of noncompliance with the job creation target (12 new jobs) and divided by the number of years required for job retention (or approximately \$12,500.00 per job per year (based on Balcones achieving job creation and retention requirements by 12/31/2019 and retaining all jobs for a period of 2 years, unless this Agreement is extended). For example, if BALCONES timely creates all twelve (12) new jobs, achieving a total employment level of 25 employees, but during year 2 of the Job Retention Phase the total employment falls to 24 employees, BALCONES will repay \$12,500.00 of the Incentive Funds or $[(\$300,000.00) \times (12-11/12/2)]$ for year 2 noncompliance with job retention. A lesser pro rata portion may be considered, relative to the amount of time that compliance was achieved. BALCONES shall make a repayment of the Incentive Funds upon sixty (60) days written demand by WMCEDC. If BALCONES elects to submit a single draw request at the end of the Agreement term for all eligible Incentive Funds, then for any years that employment is not maintained at the level required by this Agreement, the compliance calculations shall be enforced on a deduction basis since no payments will have been paid.

3.5 Temporary Failure to meet Job Retention: For any year of the Job Retention Phase, upon reaching the highest level achieved during the Job Creation Stage, or twenty five (25) total jobs, whichever is the lesser, in the event the number of BALCONES' employees falls below the target employment total, but remains at least eighty five percent (85%) of the total job target of twenty five (25) jobs total due to normal attrition, that event will not be used as a basis for terminating this Agreement or requiring repayment of a pro-rata portion of the Incentive

Funds unless BALCONES does not reasonably attempt to fill the vacant positions through its normal hiring processes. BALCONES will provide documentation reasonably required by WMCEDC to verify BALCONES' reasonable attempt to fill those vacant positions.

3.6 Noncompliance with Job Retention: For any year of the Job Retention Phase, upon reaching the highest level achieved during the Job Creation Stage, or twenty five (25) total jobs, whichever is the lesser, if BALCONES provides an Annual Certification that demonstrates that its level of employment has fallen below eighty five percent (85%) of the required job total of twenty five (25) jobs, then WMCEDC may require BALCONES to repay all or a portion of the Incentive Funds paid to BALCONES. BALCONES shall make a repayment of the Incentive Funds upon sixty (60) days written demand by WMCEDC.

3.7 Noncompliance with Job Creation: If BALCONES fails to create, fill and retain at least eleven (11) new jobs with the required salary and benefits set forth in this Agreement by December 31, 2019, then it shall be obligated to repay to WMCEDC all the Incentive Funds received from WMCEDC. BALCONES shall make a repayment of the Incentive Funds upon sixty (60) days written demand by WMCEDC.

3.8 APPRAISAL DISPUTES: BALCONES shall have the right to protest and/or contest any assessment of the real and/or personal property improvements by the McLennan County Appraisal District (MCAD). If during the term of this Agreement, an appraisal dispute results in the reduction of the appraised value of the Real Property Improvements the subject of this Agreement below Six Million Five Hundred Thousand Dollars (\$6,500,000.00); or, results in the reduction of the appraised value of the Personal Property Improvements the subject of this Agreement below Six Million Fifty Thousand Dollars (\$6,050,000.00), less depreciation based on a 12 year depreciation schedule, then BALCONES shall be required to repay to WMCEDC Incentive Funds amounts awarded under this Agreement as forth below in Paragraph 3.8a and Paragraph 3.8b and BALCONES will not be entitled to receive any further WMCEDC Incentive Funds under this Agreement.

3.8a. Real Property: BALCONES agrees that after completion of the planned real property improvements, BALCONES will report the fair market value of the real property improvements the subject of this Agreement to the McLennan County Appraisal District at a valuation of not less than \$6,500,000.00. BALCONES further agrees that BALCONES will not request that the McLennan County Appraisal District assess a fair market valuation of the real property improvements after the completion of the planned improvements the subject of this Agreement in an amount less than \$6,500,000.00. If during the term of this Agreement, an appraisal dispute results in the reduction of the appraised value of the real property improvements the subject of this Agreement to an amount below \$6,500,000.00 after the completion of the planned real property improvements, as set forth in this Agreement, then the total amount of the WMCEDC Incentive Funds shall be proportionally reduced. For example, if BALCONES or a third party initiates an appraisal dispute that results in an appraisal value of the real property improvements the subject of this Agreement of \$5,850,000.00 (90% of the estimated real property improvements fair market value after completion of the planned improvements as represented by BALCONES), then BALCONES will only be eligible for 90% of the WMCEDC Incentive Funds provided for in this Agreement. In that event, then within

sixty (60) days notice from WMCEDC, BALCONES shall repay to WMCEDC the portion of the WMCEDC Incentive Funds for which it is no longer eligible. This provision will remain in effect even if the appraisal dispute of the property is initiated by a subsequent third party purchaser.

3.8b. Personal Property: BALCONES agrees that after completion of the planned personal property improvements, BALCONES will report the fair market value of the personal property improvements the subject of this Agreement to the McLennan County Appraisal District at a valuation of not less than \$6,050,000.00. BALCONES further agrees that BALCONES will not request that the McLennan County Appraisal District assess a fair market valuation of the personal property improvements after installation in an amount less than \$6,050,000.00, less depreciation based on a 12 year depreciation schedule. If during the term of this Agreement, and after the installation of all personal property the subject of this Agreement, an appraisal dispute results in the reduction of the appraised value of the personal property the subject of this Agreement to an amount below \$6,050,000.00, less depreciation based on a 12 year depreciation schedule, then the total amount of the WMCEDC Incentive Funds shall be proportionally reduced. For example, if BALCONES or a third party initiates an appraisal dispute that results in an appraisal value of for the personal property improvements the subject of this Agreement of \$5,445,000.00 (90% of the estimated personal property fair market value after installation of the personal property as represented by BALCONES), less depreciation based on a 12 year depreciation schedule, then BALCONES will only be eligible for 90% of the WMCEDC Incentive Funds provided for in this Agreement. In that event, then within sixty (60) days notice from WMCEDC, BALCONES shall repay to WMCEDC the portion of the WMCEDC Incentive Funds for which it is no longer eligible. This provision will remain in effect even if the appraisal dispute of the property is initiated by a subsequent third party purchaser.

3.10 PENALTY PROVISIONS: If, following a thirty (30) day cure period, BALCONES fails to certify its compliance and/or fails to comply with any of the terms of this Agreement, WMCEDC may cancel and/or modify this Agreement following WMCEDC'S written notice to BALCONES of its failure to submit such certification and BALCONES' subsequent failure to submit such certification within thirty (30) days of receipt of such notice. In the event that WMCEDC terminates this Agreement pursuant to this Section, BALCONES shall make a repayment of all of the Incentive Funds actually received upon sixty (60) days written demand by WMCEDC.

IV.

MISCELLANEOUS

4.1 REMEDIES: The Funding Entities, and their respective assigns, shall have all remedies provided by law or in equity to recover the Incentive Funds, and shall be entitled to recover all reasonable and necessary attorney's fees and costs incurred in connection therewith.

4.2 VENUE: Texas law shall govern interpretation of this Agreement and all disputes hereunder. This Agreement is to be performed in McLennan County, Texas, and venue of any dispute between the parties shall be fixed in McLennan County, Texas.

4.3 SIGNATURE AUTHORITY: The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign, and have the

express power to bind the parties for which they sign.

4.4 **NOTICE:** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or other reliable courier.

Notice to **WMCEDC** shall be sent to:

WMCEDC Administrator
c/o Greater Waco Chamber of Commerce
P. O. Box 1220
Waco, Texas 76703

Notice to **BALCONES** shall be sent to:

Balcones Distilling LLC
ATTN: Keith Bellinger
President & Chief Operating Officer
225 South 11th Street
Waco, Texas 76701

4.5 **WAIVER:** No waiver by either party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

4.6 **ASSIGNMENT:** WMCEDC may, subject to prior written notice to BALCONES, assign its rights and responsibilities under this Agreement to one or more of its funding entities. The funding entity that is assigned the rights and responsibilities under this Agreement must assume all obligations hereunder. BALCONES may not assign this Agreement without the prior written approval of WMCEDC and its funding entities, which approval shall not unreasonably be withheld or conditioned.

4.7 **AGREEMENT AND BINDING AUTHORITY:** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

4.8 **AMENDMENTS:** This agreement can be supplemented and/or amended only by a dated, written document executed by both parties.

4.9 **ARTICLE AND SECTION HEADINGS:** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

4.10 **PARTIAL INVALIDITY:** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

4.11 SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

(signature blocks on the next two pages)

EXECUTED this 13 day of January, 201⁶5.

BALCONES DISTILLING LLC

By: Keith A Bellinger
Keith A. Bellinger
President & Chief Operating Officer

ATTEST:

By: _____

EXECUTED this _____ day of _____, 2015.

**WACO MCLENNAN COUNTY
ECONOMIC DEVELOPMENT CORPORATION**

By: Scott M. Felton
Scott M. Felton, President

ATTEST:

By: William S. Clifton

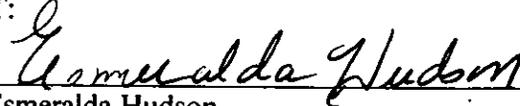
APPROVED:

By: Scott M. Felton 11/03/15
Honorable Scott M. Felton
County Judge, McLennan County

By: Dale A. Fisseler
Dale A. Fisseler, P.E.
City Manager, City of Waco

ATTEST:

By:


Esmeralda Hudson
City Secretary, City of Waco



APPROVED AS TO FORM & LEGALITY:

By:

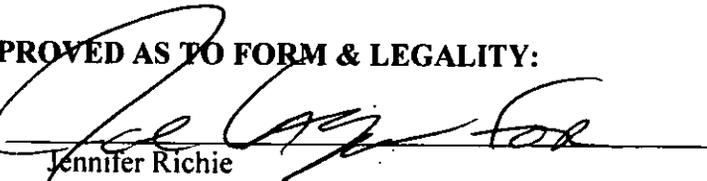

Jennifer Richie
City Attorney, City of Waco



EXHIBIT "A"

BALCONES APPLICATION

FOR ECONOMIC DEVELOPMENT INCENTIVES OR ASSISTANCE

Waco McLennan County
Economic Development Corporation

**Application for
Economic Development
Incentives
OR
Assistance**

Chairman

Scott Felton, County Judge, McLennan County

Members

Dale Fisseler, City Manager, City of Waco

William Clifton Jr., Representative, Waco Industrial Foundation

Administered by

Greater Waco Chamber of Commerce
101 S. 3rd Street, Waco TX 76701
Post Office Box 1220, Waco TX 76703-1220
254 752-6551 voice • 254 752-6618 fax
Contact: Matt Meadors, President

Business¹ Balcones Distilling LLC

Street Address² 212 S. 17th St.

City Waco State: TX Zip: 76701 - 1736

First Name Keith

Middle Initial A.

Last Name Bellinger

Title President & Chief Operating Officer

Business Balcones Distilling, LLC

Street Address 212 S. 17th St.

Mailing Address 212 S. 17th St.

City Waco State TX Zip 76701 - 1736

Phone Number 254-313-1088

Fax Number 888-859-0023

Email Address keithbellinger@balconesdistilling.com

Business Structure³ Limited Liability Corporation

Home Office Location 212 S. 17th St., Waco, TX 76701-1736

¹ The WMCEDC will not appropriate funds to a Program Project to assist a Business/Employer unless the Business/Employer is authorized to do business in the State of Texas; is current and in good standing on all state, local and federal taxes, assessments and/or fees; is an Equal Employment Opportunity Employer with policies in place and practiced which prohibit discrimination in employment based on race, sex, age, national origin, creed, religion, or disability (unless based on bona fide occupational reason or a reason exempted or approved by the Americans With Disabilities Act.

² Location of proposed project in McLennan County

³ e.g. Publicly traded Corporation, Limited Liability Corporation, Partnership

Application for Economic Development Incentives or Assistance

Project Characteristics—check as many as apply

- Currently a Texas Company
 Not Currently a Texas Company

-
- New Jobs
 Retained Jobs
 Both New and Retained

-
- Expansion of Waco McLennan County Location
 Consolidation of Waco McLennan County Location
 Relocation from Out-of-State
 Relocation from within Texas
 New Business/Start-Up

-
- Exporter
 Non-Exporter

Property and Location

Are locations besides Waco McLennan County being considered? Yes No

If yes, please list: _____

What are your plans for your facility?

- Lease Agreement
 Lease/Purchase Option
 Purchase Agreement

WMCEDC History

Have you previously received funding from the Waco-McLennan County Economic Development Corporation?

- Yes No

Application for Economic Development Incentives or Assistance

If yes, please list:

Contract date: _____ Term of contract: _____ Length of claw back provision: _____

Total Waco-McLennan County Economic Development Corporation reimbursement offered: \$ _____

Reimbursement requested to date: \$ _____ Reimbursement paid to date: \$ _____

Total number of new full-time jobs committed: _____ Actual new full-time jobs created to date: _____

Total number of retained jobs committed: _____ Actual retained jobs to date: _____

Total capital investment committed: _____ Actual capital invested to date: _____

Please provide an explanation of any outstanding commitment. Attach separate sheet if necessary.

Project Narrative

Please provide a narrative of the proposed project and its anticipated positive effect on the Waco McLennan County economy. Attach separate sheet if necessary.

Completing a New Distillery at the Old Central Texas Fireproof Storage facility located between 11th & 12th streets and Mary Ave. to accommodate the construction of a new distillery, packaging operation, warehousing, administrative offices and retail space as the new home of Balcones Distilling, LLC

Projected Dates and Milestones

Begin Construction	_____	Q1 2015	_____
Construction Complete	_____	Q4 2015	_____
Begin Hiring New Employees	_____	Q1 2015	_____

Application for Economic Development Incentives or Assistance

Operations Begin Currently in Operation at 212 S. 17th Waco TX 76701

Fully Operational Q4 2015

Projected Capital Investment

Land	\$0
Buildings	\$6,100,000
Labor on Construction	\$TBD
Machinery & Equipment	\$5,100,000
Other	\$1,500,000
Total	\$12,700,000

Current Employment

Jobs Currently in Waco/McLennan County:

13 Year: 2014

Existing Jobs in Waco/ McLennan County

<i>Job Title</i>	<i>Pay Range (hourly)</i>	<i>Number at this Grade</i>
<u>Executives & Sales</u>	<u>\$20 to \$75</u>	<u>4</u>
<u>Production Personnel</u>	<u>\$12 to \$18</u>	<u>4</u>
<u>Bottling Personnel</u>	<u>\$12 to \$18</u>	<u>3</u>
<u>Administrative</u>	<u>\$12 to \$18</u>	<u>2</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>
<u>_____</u>	<u>\$ _____ to \$ _____</u>	<u>_____</u>

Application for Economic Development Incentives or Assistance

Projected Employment⁴

Business will create, fill, and maintain 26 new full-time jobs in the City of Waco, McLennan County as follows:

New Jobs to be Created in Year 1	<u>2</u>	Year: _____ 2015
New Jobs to be Created in Year 2	<u>3</u>	Year: _____ 2016
New Jobs to be Created in Year 3	<u>4</u>	Year: _____ 2017
New Jobs to be Created in Year 4	<u>4</u>	Year: _____ 2018
Total New Jobs to be Created in Waco/McLennan County	<u>13</u>	

Specific New Full-Time Jobs to be Created

Job Title	Pay Range (hourly)	Number at this Grade
<u>Production Personnel</u>	<u>\$12 to \$18</u>	<u>4</u>
<u>Bottling Personnel</u>	<u>\$12 to \$18</u>	<u>6</u>
<u>Administrative</u>	<u>\$12 to \$18</u>	<u>1</u>
<u>Financial & Supply Chain</u>	<u>\$20 to \$30</u>	<u>2</u>
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____
_____	\$ _____ to \$ _____	_____

⁴ To be considered for economic development incentives or assistance by the WMCEDC, the Business/Employer must create and/or retain, in McLennan County, Texas, full-time jobs in a number determined sufficient by the WMCEDC Board of Directors, the City and the County in consideration of the value of the incentives to be provided, paying the equivalent of at least \$12.00 per hour, with at least 80% of the total of such jobs created or retained being filled by residents of McLennan County with at least one half of those jobs being filled by County residents being residents of the City of Waco. The jobs created or retained must be maintained and remain filled (subject to temporary vacancy caused by employment action by the employer or employee) for a period of at least 3 years.

Application for Economic Development Incentives or Assistance

Employee Compensation

It is the policy of the City of Waco and McLennan County to offer employment-based incentives only permanent, full-time positions paying \$12.00 or more per hour. WMCEDC may provide additional incentives for higher paying positions. Therefore, please complete the following section in sufficient detail as to indicate the number and compensation of all new full-time employment included in this application.

New Full Time Jobs to be Created

Please note that the following wage schedule will be a contract obligation in any WMCEDC offer.

Rate of Pay	Number of Positions	Annual Payroll at this Rate
\$12.00 to \$12.99 per hour	4	\$100,000
\$13.00 to \$13.99 per hour	_____	\$ _____
\$14.00 to \$14.99 per hour	_____	\$ _____
\$15.00 to \$15.99 per hour	4	\$132,000
\$16.00 to \$16.99 per hour	_____	\$ _____
\$35,000 to \$39,999 per year	2	\$80,000
\$40,000 to \$49,999 per year	_____	\$ _____
\$50,000 to \$59,999 per year	_____	\$ _____
\$60,000 to \$69,999 per year	_____	\$ _____
\$70,000 to \$79,999 per year	1	\$75,000
\$80,000 to \$89,999 per year	1	\$80,000
\$90,000 to \$99,999 per year	_____	\$ _____
\$100,000+ per year	_____	\$ _____

Total Annual Payroll \$467,000

(Excluding incentive/performance pay)

Incentive/Performance Pay

- Incentive or performance payment is NOT offered as a component of total compensation.
 Incentive or performance payment IS offered as a component of total compensation and detailed below:

Incentive/Performance compensation is calculated and paid:

- Weekly Monthly Quarterly
 Bi-weekly Annually Other: see below

Please describe the incentive/performance pay program including the percentage of employees anticipated to qualify and the hourly impact on total compensation. Attach a separate sheet if necessary.

Pay for performance is a standard operations based system with components ranging from company profitability, cash flow, sales, proof gallons produced, workplace safety, etc. Executives earn from 20 – 50% of salary if all objectives are achieved, while hourly workers will receive Christmas bonuses based on the performance of the Company. Hourly impact varies by year.

Application for Economic Development Incentives or Assistance

Insurance and Benefits⁵

The City of Waco and McLennan County pay the full premium for health insurance for all full-time employees. An employee may elect to purchase additional coverage for other family members at the employee's expense.

In submitting this application, Business affirms that the health insurance benefits offered to all employees included in the Projected Employment section above will receive health insurance benefits equal to or greater than those provided to employees of the City of Waco and McLennan County.

Individual Coverage, Health Insurance

Monthly Premium Paid by Employer⁶ \$423/employee
Monthly Premium Paid by Employee \$0

Family Coverage, Health Insurance

Monthly Premium Paid by Employer⁶ \$50% and varies by coverage
Monthly Premium Paid by Employee \$50% and varies by coverage

Family Coverage Premium includes Employee and Family Coverage

Name of Insurance Provider

Name of Plan

United Health Care

Choice Plus

Project Request

Amount Requested from WMCEDC: \$300,000

What is the proposed use of the funds?

Proposed use of funds includes offset of costs associated with facility upgrades and production expansion and employee training.

⁵ For any expenditure by the WMCEDC for a Program Project, the Business/Employer must create and/or retain, in McLennan County, Texas, full-time jobs, in a number determined sufficient by the WMCEDC Board of Directors, the City and the County in consideration of the value of the incentives to be provided, and providing health insurance and benefits comparable to those provided by the City or County to their own employees.

⁶ If company is self insured, please indicate the value of the employer's share

Application for Economic Development Incentives or Assistance

If and when funding is approved by the City Council of the City of Waco and the McLennan County Commissioners Court, a **Program Project Agreement** will be entered into by and between the **business** receiving the funds and the Waco McLennan County Economic Development Corporation on the date set forth by the signature of the last party to execute the agreement. The agreement will include the purpose and amount of incentive funds to be provided and the promises and considerations to be met.

In exchange for the payment of the Incentive Funds, the business will certify that the terms of the Agreement have been met. Where incentives are based on employment and/or capital investment, and if the **business** fails to maintain the new jobs called for in the agreement, or if the capital investment falls short of that specified in the agreement, the business shall be responsible and obligated to repay to WMCEDC part or all of the Incentive Funds received.

WMCEDC will require the business to provide an annual employee roster showing the name, address, position, date of hire and wage of each employee for at least three years after the last payment.

As the Primary Contact for the Business requesting economic development incentives, I understand that any offer from the Waco McLennan County Economic Development Corporation is based on availability of funds and the economic impact to Waco and McLennan County of the proposed project.

To be best of my knowledge and belief, the information contained in this Waco-McLennan County Economic Development Corporation application for assistance is true and correct, as evidenced by my signature below:

Signature Keith A Bellingren, Pres/COO
Name Keith A Bellingren Pres/COO
Date 3/25/15

Attached for WMCEDC review are financial statements for the past 3-years.

I have read the attached guidelines and confirm that, to the best of my knowledge and belief, the Business/Employer can meet or exceed the program standards.

Application for Economic Development Incentives or Assistance

**WACO-MCLENNAN COUNTY ECONOMIC DEVELOPMENT CORPORATION
PROGRAM GUIDELINES**

WHEREAS, the Waco-McLennan County Economic Development Corporation, a Texas non-profit corporation, is a corporate entity having as its sole purpose the public purpose of state and local economic development, the diversification of the economy of the State of Texas, and the development or expansion of transportation or commerce in the State, and the elimination of unemployment and under-employment in the State of Texas, and more specifically in the city of Waco and McLennan County, Texas.

The Program consists of the cooperative use of funds budgeted by the City and County for economic development in the form of Program Projects administered by the WMCEDC which result in the development and diversification of the Waco-McLennan County economy, the elimination of unemployment or under-employment in the Waco-McLennan County area, the development or expansion of transportation or commerce in the State, and the expansion of the local economy, pursuant to agreed standards and guidelines set forth in this Agreement.

Program Projects are individual uses of the fund or a portion thereof to provide incentives or assistance to Businesses/Employers which result in the public purpose of economic development, diversification, expansion and employment being served.

Program Standards

The WMCEDC may not appropriate funds to a Program Project to assist a Business/Employer unless the Business/Employer meets or exceeds the following standards:

- 1 is authorized to do business in the State of Texas;
- 2 is current and in good standing on all state, local and federal taxes, assessments and/or fees;
- 3 is an Equal Employment Opportunity Employer with policies in place and practiced which prohibit discrimination in employment based on race, sex, age, national origin, creed, religion, or disability (unless based on bona fide occupational reason or a reason exempted or approved by the Americans With Disabilities Act and the regulations promulgated hereunder);
- 4 agrees by written contract to meet performance criteria established by the WMCEDC in accordance with

these Program Standards (hereinafter "Project Performance Standards") as to the establishment, expansion, or improvement of business operations in McLennan County, Texas and/or the employment of residents of the City and/or County;

- 5 for any expenditure by the WMCEDC for a Program Project, the Business/Employer must create and/or retain, in McLennan County, Texas, full-time jobs, in a number determined sufficient by the WMCEDC Board of Directors, the City and the County in consideration of the value of the incentives to be provided, paying the equivalent of at least \$12.00 per hour, with allowed variance for entry level positions as long as the average wage for all jobs created, excluding management and supervisory positions, is at least \$12.00 per hour, and providing health insurance and benefits comparable to those provided by the City or County to their own employees, with at least 80% of the total of such jobs created or retained being filled by residents of McLennan County with at least one half of those jobs being filled by County residents being residents of the City of Waco. The jobs created or retained must be maintained and remain filled (subject to temporary vacancy caused by employment action by the employer or employee) for a period of at least 3 years;

Notwithstanding anything contained herein to the contrary, where the benefit to be provided by the business in capital improvements and job creation, and the quality of the positions created and/or the possibility of future expansion are such that the standards applicable to that program project should be tailored specifically to accommodate that development, WMCEDC, with approval of the City and the County, may negotiate standards that vary from those set forth above, but only to the extent that such variance is authorized and approved by the City and the County. Any standards arrived at for a project must assure that the public purpose of economic development and diversification, job creation and/or job retention are met and assure that the public receive adequate consideration in the form of such community benefits.

- 6 (f) In addition to the factors set forth in (e) above, other positive effects on the local economy of the proposed Program Project may be taken into consideration by the WMCEDC in determining whether to pursue

funding of a Program Project. These include:

- a) the impact of the Program Project on economically disadvantaged individuals. An Economically Disadvantaged Individual is an individual who:
 - (1) was unemployed for at least three months before obtaining employment with the qualified business;
 - (2) receives public assistance benefits, including welfare payments or food stamps, based on need and intended to alleviate poverty;
 - (3) is an Economically Disadvantaged Individual, as defined by Section 4(8), Job Training Partnership Act (29 U.S.C. Section 1503(8));
 - (4) is an individual with handicaps, as defined by 29 U.S.C. Section 706(8);
 - (5) is an inmate, as defined by Section 498.001 of the Government Code;
 - (6) is entering the workplace after being confined in a facility operated by the institutional division of the Texas Department of Criminal Justice or under contract with the Texas Department of Criminal Justice;
 - (7) has been released by the Texas Youth Commission and is on parole, if state law provides for such a person to be on parole; or
 - (8) meets the current low income or moderate income limits developed under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 14376, et seq.).
- b) the need for the product/service provided by the Business/Employer in the local area;
- c) the estimated multiplier effect on the local economy of the Program Project either due to the level of wages paid or the injection of outside funds into the local economy (i.e. tourism, capital expenditures, purchasing

Application for Economic Development Incentives or Assistance

- of materials from local businesses, etc.); and
- d) the creation of part-time positions, and/or
 - e) capital expenditures which have a material and direct positive impact upon the local economy by providing the following benefits:
 - i) increases in the local tax base;
 - ii) creation of ancillary jobs and/or jobs for Economically Disadvantaged Individuals;
 - iii) attraction of other businesses;
 - iv) creation of new sales tax revenues;
 - v) commercial development of new and existing areas;
 - vi) defining, enhancing and/or redefining job skill level of locally available work force
 - f) the quality of working conditions and benefits, and/or
 - g) the prospect of future expansion. Funding will only be provided for
- such projects where approved by the City and the County after review of the applicable information provided by WMCEDC to the City and the County.
- 7 all contracts for Projects must be in a form approved by the City and the County prior to execution. The contract must include, but is not limited to, provisions:
- a) containing the Program Project Performance Standards applicable to the Business/Employer, and the Business/Employer's agreement to comply therewith within a set time-frame;
 - b) requiring periodic documentation of the Business/Employer's compliance with the Project Performance Standards, and providing the WMCEDC, the City, the County and/or the Foundation with the ability to confirm the Business/Employer's compliance with the Program Project Performance Standards through requesting additional information or otherwise;
 - c) providing remedies to WMCEDC and its funding entities in the event of the Business/Employer's failure to meet Project Performance Standards or where the Business/Employer is otherwise in breach of its contract with the WMCEDC. The remedies must include the right to recover funds and other incentives provided to the Business/Employer on a basis negotiated by WMCEDC and approved by the City and County. The provision should also provide the right to WMCEDC, and the City and/or County as its assignees, to recover reasonable and necessary attorney's fees and costs incurred in enforcing the contract.
 - d) requiring the Business/Employer to make draw requests for the funding from the WMCEDC, which requests must show in detail how the money and/or property will be applied/used, or for what the reimbursement is sought, and which contain such documentation as is required by the WMCEDC; and
 - e) requiring compliance with all applicable laws.

EXHIBIT "A-1"

**LETTER DATED JULY 28, 2015, FROM KEITH A. BELLINGER, PRESIDENT/CEO OF
BALCONES DISTILLING TO JUDGE SCOTT FELTON
AMENDING EXHIBIT "A"**



BALCONES
DISTILLING
212 S. 17th St.
Waco, TX 76701
254-313-1088

July 28, 2015

Judge Scott M. Felton
Waco McLennan County Economic Development Corporation
P.O. Box 1220
Waco, TX 76703

RE: Balcones Distilling LLC
Economic Impact Data Sheet Changes

Judge Felton:

As requested, we are updating you and the WMCEDC members on the revised commitments as originally submitted in the Economic Impact Data Sheet.

As with any project of this size and complexity, multiple changes will take place over the course of the project and our project is no exception. We are continually adjusting our real and personal property plans to remain in compliance with city, state and federal codes, rules and regulations, whilst maintaining the historic value of the site and the award winning handcrafted quality of our products.

Our commitment to hire additional full time employees has changed from 11 to 12, to be added as follows over the next 3 years: 3 - 2016, 4 - 2017 & 5 -2018. This would bring our total workforce, based in the Waco area to 25 by the end of 2018.

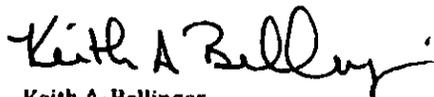
The real property value to be added is now \$6,500,000, an increase of \$50,000 from our original submission of \$6,450,000. This increase primarily relates to the physical relocation of our fermenter area, additional mechanical buildings and building infrastructure to support these changes.

The personal property value, including engineering fees, has increased by \$225,000, from the original submission to \$6,275,000. The primary change in this area relates to additional packaging line improvements (\$50,000), grain handling (\$45,000) and the required purchase of an explosion proof forklift (\$120,000).

The Balcones employees and principals remain committed to making our new location one of the premier tourist attractions in McLennan County and the City of Waco, whilst maintaining the handcrafted quality of our internationally recognized award winning products. We greatly appreciate the support and efforts of the County Commissioners, City Council and the many County, City and Chamber staff who are assisting us in fulfilling our incredible dream.

Noell Michaels and myself are available anytime to address any questions or concerns, which may arise as we finalize this agreement and project.

Sincerely,



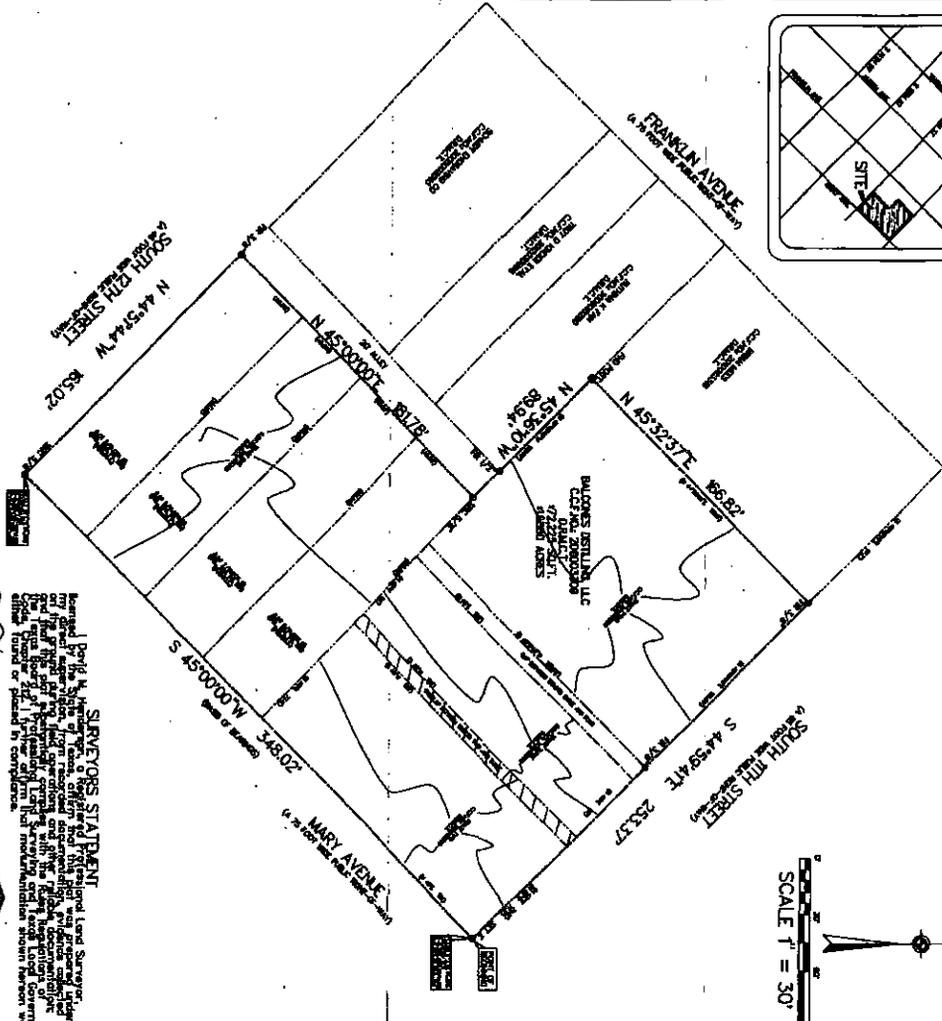
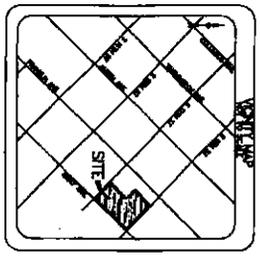
Keith A. Bellinger
President/COO

CC: Noell Michaels
Kris Collins

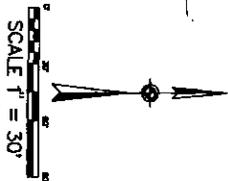
EXHIBIT "B"

BALCONES DISTILLERY ADDITION

LOT 1, BLOCK 1 OF THE BALCONES DISTILLERY ADDITION



281500000 PLAT - Total Acres: 1.00
 281500000 PLAT - BALCONES DISTILLERS LLC



GENERAL NOTES
 1. The reference of this plat is to the certificate of title of the property being surveyed and the general description of the same as shown on the plat.
 2. All bearings are assumed to be true unless otherwise stated.
 3. All distances are assumed to be true unless otherwise stated.
 4. All bearings and distances are given in feet and inches.

LEGEND OF SYMBOLS
 8 Surveyed boundary lines
 9 Surveyed boundary lines
 0 Surveyed boundary lines

SITE UTILITY PROVIDERS
 Dates provided by Site Utility Provider:
 Water provided by City of Houston
 Sewer provided by City of Houston

SURVEYORS STATEMENT
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

STATE OF TEXAS
 COUNTY OF HARRIS
 I, John A. Baker, Surveyor, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

DEED OF TRUST HOLDER ACKNOWLEDGMENT
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 COUNTY OF HARRIS
 I, John A. Baker, Surveyor, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

OWNERS CERTIFICATE

STATE OF TEXAS
 COUNTY OF HARRIS
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

OWNERS DEDICATION

STATE OF TEXAS
 COUNTY OF HARRIS
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

DEED OF TRUST HOLDER ACKNOWLEDGMENT

STATE OF TEXAS
 COUNTY OF HARRIS
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

CITY SECRETARY'S CERTIFICATION

STATE OF TEXAS
 COUNTY OF HARRIS
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

ENDORSEMENT

STATE OF TEXAS
 COUNTY OF HARRIS
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.

REPLAT OF A PORTION OF FARM LOT NO. 24 LOT 1 BLOCK 1 BALCONES DISTILLERS
 I, John A. Baker, being duly licensed and sworn Surveyor for the State of Texas, do hereby certify that I have personally surveyed the above described premises and that the same are correctly and truthfully shown on this plat. I have also examined the original survey records and the same are found to be correct and true. I have also examined the original survey records and the same are found to be correct and true.



EXHIBIT "C"

BALCONES PUBLIC INFRASTRUCTURE IMPROVEMENTS

WITH ESTIMATED COSTS

Barsh Company Job No. J1034

**Balcones Distillery
 225 S. 11th Street, Waco, Texas
 7/14/2015**

Estimated project construction cost associated with site improvements accessible to the public or related to public infrastructure:

Demolition of existing elements needed for site improvements.	\$	18,455.06
Site improvements for sidewalks and drive approaches along 11th street.	\$	38,741.74
Site utilities including sanitary sewer, domestic water, gas, and fire protection water.	\$	94,130.98
Site improvements for replacement/extension of Oncor electrical service to site.	\$	12,748.21
Public utility extension for Atmos Energy gas service to site.	\$	135,517.19
Site improvements for parking lot for visitors.	\$	61,964.00
Site Fencing improvements.	\$	95,256.00
Site Landscaping improvements.	\$	11,848.03
Public entrance improvements, including accessibility improvements, covered canopy, etc.	\$	83,917.25
Total estimated cost...	\$	552,578.47

FILED: **FEB 02 2016**

J.A. HANCOCK, MARWELL County Clerk
 McLennan County, Texas
 by Myrcelaz Gowan DEPUTY

Recording of Authorization of TexPool Investment Pools Participation Agreement and Related Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representative (Re: District Attorney) approved by Order on November 3, 2015 and recorded on Page 84 of these minutes.

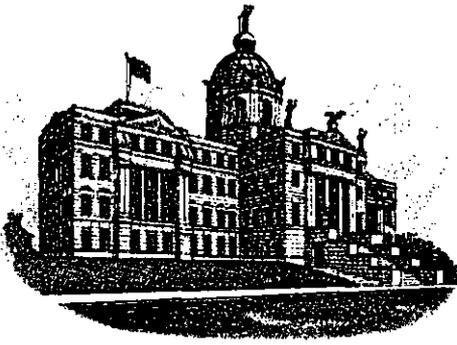
RECEIVED

JAN 21 2016

MCLENNAN CO.
JUDGE

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
[Signature]
COUNTY JUDGE

Joe
Recording



WACO, TEXAS

RECEIVED

OCT 27 2015

McLENNAN CO.
JUDGE

Bill Helton

McLennan County Treasurer
County Records Building
215 North 5th Street
Suite 226
Waco, TX 76701-1361
254-757-5020 (phone)
254-759-2832 (fax)

October 27, 2015

TO: McLennan County Commissioners' Court

RE: TexPool: District Attorney New Account Documents

The "TexPool Participation Agreement" and the "Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives" submitted with this cover letter have been reviewed and approved by legal counsel.

The District Attorney's Office will need a TexPool account for their asset forfeitures. Each forfeiture must be kept in a separate interest bearing account. TexPool is the best option because the number of accounts is unlimited and there are no service charges.

I recommend approval. Thank you for your consideration of this matter.

Bill Helton

APPROVED BY COMMISSIONERS COURT
THIS 3 DAY OF NOV. 2015
Scott M. Helton
COUNTY JUDGE



**TEXAS PUBLIC FUNDS INVESTMENT ACT
ACKNOWLEDGEMENT AND CERTIFICATION
OF INVESTMENT POLICIES**

This Acknowledgement and Certification is executed on behalf of the Texas Local Government Investment Pools, TexPool and TexPool Prime (collectively, "TexPool"), and Federated Investment Counseling, as investment adviser to TexPool ("Adviser"), pursuant to Section 2256.005(k), Texas Government Code, in connection with investment transactions conducted between the McLennan County District Attorney ("Investing Entity") and TexPool.

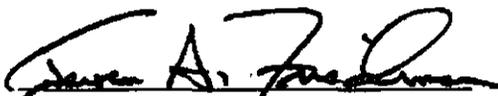
The undersigned, who is a qualified representative of both TexPool and Adviser (the "Qualified Representative") hereby certifies on behalf of TexPool and Adviser that, as of the date of this letter:

- (i.) The Qualified Representative is duly authorized to execute this Acknowledgment and Certification on behalf of TexPool and Adviser; and
- (ii.) The Qualified Representative has received and reviewed the Investing Entity's investment policy attached hereto as Exhibit A (the "Policy"); and
- (iii.) TexPool and Adviser have implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Investing Entity and TexPool that are not authorized by the Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Investing Entity's entire portfolio or requires an interpretation of subjective investment standards.

TEXPOOL and TEXPOOL PRIME

FEDERATED INVESTMENT
COUNSELING


Signature: Steve Friedman
Authorized Signatory


Signature: Steve Friedman
Vice President

Date: 11) 11) 2015

Date: 11) 11) 2015



November 17, 2015

McLennan County District Attorney
Attn: Lynnette Barbera
219 North 6th Street, Suite 200
Waco, TX 76701

Dear Lynnette,

We are pleased to have the McLennan County District Attorney as a participant in TexPool/TexPool Prime. Enclosed, you will find your copy of the executed TexPool/TexPool Prime Investment Pools Participation Agreements, Resolution Authorizing Participation in TexPool Investment Pools and Designating Authorized Representatives, a copy of your Bank Information Sheet (s) with TexPool/TexPool Prime account number(s) and Location number, Investment Policy Certification Letter, PIN numbers in envelopes marked "Confidential Information" and other pertinent TexPool information. Please distribute the envelopes marked "Confidential Information" to each Authorized Representative.

TexPool is overseen by the Texas Comptroller of Public Accounts.

To assist you with all of your TexPool needs and questions, a TexPool Participant Services Representative is available by calling our 1-866-839-7665 (1-866-TexPool) toll free number Monday through Friday from 7:30 A.M. to 5:30 P.M. Our toll free fax number is 1-866-839-3291.

All of us at TexPool look forward to working with you. If you have questions regarding any of the information contained in your manual or initiating your first transaction with TexPool, please feel free to contact any one of our Participant Services Representatives at 1-866-839-7665.

Sincerely,

Denise Hamala
Unit Manager
TexPool Participant Services



TexPool Investment Pools Participation Agreement

Preamble

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool Prime, (collectively the "TexPool Investment Pools"), and McLennan County District Attorney (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN, § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool Prime are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

Article I: Definitions

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

Article II: General Administration

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOVT CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

Article III: Participant Requirement

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools. The Participant must provide an updated Resolution designating Authorized Representatives within 5 business days of the departure of any Authorized Representative of the Participant.

Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

Article IV: Investments

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a pro rata allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a pro rata allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool Prime, may be commingled with all other monies held in TexPool and TexPool Prime, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

Article V: Fees, Expenses and Reports

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

Article VI: Miscellaneous

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the **Participant**:

McLennan County District Attorney

Participant

219 North 6th Street, Suite 200

Address

Waco, TX 76701

City, State, Zip

2 5 4 7 5 7 5 0 8 4 2 5 4 7 5 7 5 0 2 1

Telephone

Fax

To **Trust Company** with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
Attn: TexPool Investment Pools
Rusk State Office Building
208 East 10th Street
Austin, TX 78701
Telephone: (512) 463-3716
FAX No.: (512) 463-0823

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Ave., Suite 1400
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 74-6002492. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notifies, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Article VI: Miscellaneous (continued)

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

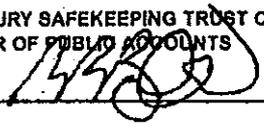
Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT:

 Signature
 Scott M. Felton
 Printed Name
 McLennan County Judge
 Title
 11 | 10 | 3 | 20 | 1 | 5 |
 Date

**TEXAS TREASURY SAFEKEEPING TRUST COMPANY
 COMPTROLLER OF PUBLIC ACCOUNTS**

 Signature
 Paul Ballard
 Printed Name
 CEO
 Title
 1 | 1 | 1 | 2 | 2 | 0 | 1 | 5 |
 Date

CERTIFICATE OF INCUMBENCY:

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the 3 day of November, 2015.


 Signature
 J.A. "Andy" Harwell
 Printed Name
 McLennan County Clerk
 Title



Resolution Authorizing Participation in the TexPool Investment Pools and Designating Authorized Representatives

McLennan County District Attorney

WHEREAS,

_____ ("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in **TexPool/TexPool Prime**, for the purpose of transmitting local funds for investment in **TexPool/TexPool Prime**.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in **TexPool/TexPool Prime** and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Authorized Representatives of the Participant

These individuals will be issued P.I.N. numbers to transact business via telephone with a Participant Service Representative.

1.	Signature Abel Reyna Printed Name McLennan County District Attorney Title	2 5 4 7 5 7 5 0 8 4 Telephone Number 2 5 4 7 5 7 5 0 2 1 Fax Number abel.reyna@co.mclennan.tx.us Email
2.	Signature Michael Jarrett Printed Name First Assistant Criminal District Attorney Title	2 5 4 7 5 7 5 0 8 4 Telephone Number 2 5 4 7 5 7 5 0 2 1 Fax Number michael.jarrett@co.mclennan.tx.us Email
3.	Signature Amy Kuzniarek Printed Name Office Administrator, District Attorney Title	2 5 4 7 5 7 5 0 8 4 Telephone Number 2 5 4 7 5 7 5 0 2 1 Fax Number amy.kuzniarek@co.mclennan.tx.us Email
4.	Signature Lynnette Barbera Printed Name Paralegal, District Attorney Title	2 5 4 7 5 7 5 0 8 4 Telephone Number 2 5 4 7 5 7 5 0 2 1 Fax Number lynnette.barbera@co.mclennan.tx.us Email

Authorized Representatives of the Participant (continued)

5.

Signature Telephone Number

Printed Name Fax Number

Title Email

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Lynnette Barbera
Printed Name

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1.

Printed Name Telephone Number

County Auditor Assistant

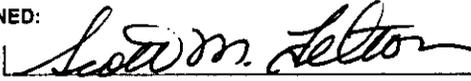
Title Fax Number

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until **TexPool/TexPool Prime** receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 3 Day of NOVEMBER 2015.

Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City, Secretary or County Clerk.

McLennan County District Attorney
Name of Participant

SIGNED: 

Signature

Scott M. Felton

Printed Name

McLennan County Judge

Title

ATTEST:



Signature

J. A. "Andy" Harwell

Printed Name

McLennan County Clerk

Title

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcatiz Gowan DEPUTY

ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS FEBRUARY 1, 2016

On this the 2 day of February, 2016, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for February 1, 2016. Commissioner Jones made a motion to approve 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 Financial Obligations and Authorization of the County Treasurer be, and the same is hereby, approved by unanimous vote.

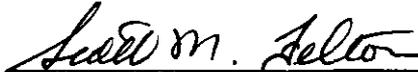
Order of the Commissioners' Court of McLennan County

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
02-01-16	799	\$829,525.09
E020116	215	\$92,422.16
GRAND TOTAL	1014	\$921,947.24

Approved and ordered by the McLennan County Commissioners Court

on this the 2ND day of FEBRUARY, 2016



County Judge

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

ORDER ACCEPTING:

HUMAN RESOURCES / SALARY MATTERS:

JUSTICE OF THE PEACE, PRECINCT 1, PLACE 2:
RECORDING OF APPOINTMENT OF COUNTY CHECKS

On this the 2 day of February, 2016, came on for consideration the matter of Human Resources / Salary Matters: Justice of the Peace, Precinct 1, Place 2. Commissioner Jones made a motion to approve 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 Recording be, and the same is hereby, accepted by unanimous vote.

W. H. (PETE) PETERSON
JUSTICE OF THE PEACE
PCT. 1, PL. 2



501 WASHINGTON AVE., STE. 108
WACO, TEXAS 76701
VOICE: (254) 757-5128
FAX: (254) 757-5035

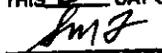
APPOINTMENT OF COURT CLERK

BE IT KNOWN that on the 11th day of December, 2012, I do designate and appoint Veronica Perez as Chief Clerk of the Justice Court of Precinct One, Place Two, McLennan County, Texas. This designation will be effective until revoked. Said clerk of the justice court shall have and exercise all powers and duties of the position as authorized, established and prescribed by the laws, rules and statutes of the State of Texas.

ISSUED this the 11th day of December, 2012.



WALTER H. PETERSON
JUSTICE OF THE PEACE
PCT. 1, PL. 2
MCLENNAN COUNTY, TEXAS

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016


COUNTY JUDGE

FOR RECORDING

FILED: FEB 02 2016

DAVID M. HAWKELL, County Clerk
McLennan County, Texas
By Myrcetta Gowen DEPUTY

W. H. (PETE) PETERSON
JUSTICE OF THE PEACE
PCT. 1, PL. 2

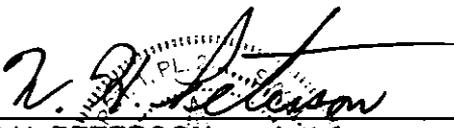


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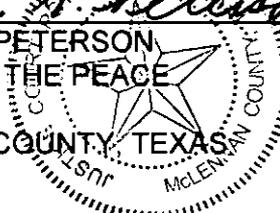
APPOINTMENT OF COURT CLERK

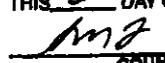
BE IT KNOWN that on the 11th day of December, 2012, I do designate and appoint Cynthia Mann as clerk of the Justice Court of Precinct One, Place Two, McLennan County, Texas. This designation will be effective until revoked. Said clerk of the justice court shall have and exercise all powers and duties of the position as authorized, established and prescribed by the laws, rules and statutes of the State of Texas.

ISSUED this the 11th day of December, 2012.



WALTER H. PETERSON
JUSTICE OF THE PEACE
PCT. 1, PL 2
McLENNAN COUNTY, TEXAS



ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016


COUNTY JUDGE

For Recording

FILED: **FEB 02 2016**

J.A. "ANDY" HARNELL, County Clerk
McLennan County, Texas
By Myroslaw Gowran DEPUTY

W. H. (PETE) PETERSON
JUSTICE OF THE PEACE
PCT. 1, PL. 2



501 WASHINGTON AVE., STE. 108
WACO, TEXAS 76701
VOICE: (254) 757-5128
FAX: (254) 757-5035

APPOINTMENT OF COURT CLERK

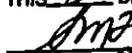
BE IT KNOWN that on the 16th day of November, 2015, I do designate and appoint Stacy Medina as clerk of the Justice Court of Precinct One, Place Two, McLennan County, Texas. This designation will be effective until revoked. Said clerk of the justice court shall have and exercise all powers and duties of the position as authorized, established and prescribed by the laws, rules and statutes of the State of Texas.

ISSUED this the 16th day of November, 2015.


WALTER H. PETERSON
JUSTICE OF THE PEACE
PCT. 1, PL. 2
MCLENNAN COUNTY, TEXAS

FILED: FEB 02 2016

J.A. TANNING HARWELL County Clerk
McLennan County, Texas
By Myrcetez Gowari DEPUTY

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016

COUNTY JUDGE

For
RECORDING

ORDER APPROVING TRAVEL AND EDUCATION REQUESTS:

COUNTY SHERIFF;

JUSTICE OF PEACE, PRECINCT 1, PLACE 2

AND

DISTRICT ATTORNEY

On this the 2 day of February, 2016, came on for consideration the matter of Travel and/or Education Requests / Ratifications: County Sheriff (4 requests); Justice of Peace, Precinct 1, Place 2 and District Attorney. Commissioner Jones made a motion to approve 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 Travel Requests be, and the same are hereby, approved by unanimous vote.



McLennan County, Texas Out of County Travel Request Form

Department: FEED AND CARE

Conference/Training: TEXAS JAIL ASSOCIATION CONFERENCE

Purpose: TRAINING

Destination: Austin, Tx

From Date: 5/9/2016 To Date: 5/13/2016

Traveling Employees:

Mike Garrett

Registration fee: \$220.00 per person TOTAL = \$220.00

This request includes (please check all that apply):

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

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
	1	2410	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:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT
 THIS 3 DAY OF FEB 2016

 COUNTY JUDGE

FILED: **FEB 02 2016**

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetta Gowan DEPUTY



McLennan County, Texas Out of County Travel Request Form

Department: SHERIFF'S OFFICE

Conference/Training: wmd tech

Purpose: TRAINING

Location: austin tx

From Date: 2/1/2016 To Date: 2/5/2016

Traveling Employees:
STEVE SMITH
MICHAEL GRAHAM

Registration fee: _____ ea. = _____ 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

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
	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.)

CLASS IS FREE JUST HAVE TO PAY MEALS AND LODGING

Department Authorization: _____

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT THIS <u>2</u> DAY OF <u>FEB</u> 20 <u>16</u> COUNTY JUDGE

FILED: **FEB 02 2016**



McLennan County, Texas Out of County Travel Request Form

Department: JAIL NURSEING STAFF

Conference/Training: JAIL NURSE CONFERENCE

Purpose: TRAINING

Destination: COLLEGE STATION

From Date: 2/8/2016 To Date: 2/11/2016

Traveling Employees:
Anne Meeks

Registration fee: _____ per person

This request includes (please check all that apply):

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

Hotel room rate: \$149.00 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.)

Department Authorization:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016

COUNTY JUDGE

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myroslaw Gowari DEPUTY

RECEIVED

JAN 28 2016

McLENNAN CO.
JUDGE



McLennan County, Texas
Out of County Travel Request Form

Department: FEED AND CARE

Conference/Training: PPCT INSTRUCTOR

Purpose: TRAINING

Destination: GEORGETOWN TEXAS

From Date: 2/15/2016 To Date: 2/19/2016

Traveling Employees:
LUIS ALMAGUER

Registration fee: \$300.00 per person TOTAL = \$300.00

This request includes (please check all that apply):

Lodging (include rate below)

Mileage Reimbursement

Other:

Parking (include rate below)

Meal Reimbursement

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
	1	2410	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:

Commissioners Court Approval:

<p>APPROVED BY COMMISSIONERS COURT THIS <u>2</u> DAY OF <u>FEB</u> 20<u>16</u> COUNTY JUDGE</p>
--

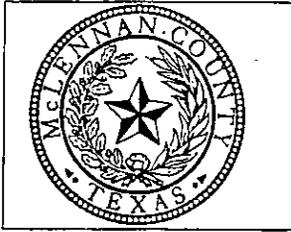
FILED: FEB 02 2016

J.A. "ANNIE" HARWELL, County Clerk
McLennan County, Texas
By Myroslaw Gowar DEPUTY

Received

JAN 14 2016

McLennan County Judge



McLennan County, Texas
Out of County Travel Request Form

Department: Justice of the Peace 1.2

Conference/Training: Experience Court Personnel Seminar

Purpose: Training

Destination: Galveston, TX

From Date: 2-22-16 To Date: 2-24-16

Traveling Employees:
Cynthia Mann

Registration fee: 150.00 per person

This request includes (please check all that apply):

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

Hotel room rate: 54.50 + 15% Tax 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: unknown self park rate per night parking rate is valet; self park is not available

Budget:

Fund	Deptid	Account	Project
<u>001</u>	<u>1612</u>	<u>619102</u>	

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

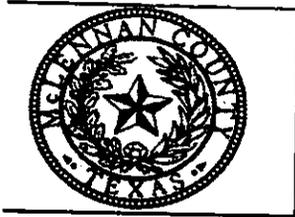
Department Authorization:
[Signature]

Commissioners Court Approval:
APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 20 16

COUNTY JUDGE

FILED: FEB 02 2016

LA TARRIE HARRILL, County Clerk
McLennan County, Texas
By Myroslaw Gowar DEPUTY



McLennan County, Texas Out of County Travel Request Form

Department: Criminal District Attorney

Conference/Training: TDCAA 2016 Crimes Against Children Conference

Purpose: Training

Destination: San Antonio, Texas

From Date: 12-Apr 2016 To Date: 15-Apr 2016

Traveling Employees:

Cybil Humphreys

David Parkinson

Registration fee: \$350 per person

This request includes (please check all that apply):

Lodging (include rate below)

Mileage Reimbursement

Other:

Parking (include rate below)

Meal Reimbursement

Other:

Hotel room rate: NA 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
	001-	0210-	619102	

Additional Comments:

Department Authorization:

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT THIS <u>2</u> DAY OF <u>FEB</u> 20 <u>16</u> COUNTY JUDGE

FILED: FEB 02 2016

J.A. "ANDY" HAWWELL, County Clerk
McLennan County, Texas
By Myrcetiz Gowan DEPUTY

REMAINS LIFTED:

**AUTHORIZATION RE: BURN BAN IN THE
UNINCORPORATED AREAS OF MCLENNAN COUNTY**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Jones made a motion to keep burn ban lifted 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 Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County be, and the same is hereby, approved unanimous vote.

ORDER APPROVING:

AUTHORIZATION OF DECEMBER 2015 BILLING / REPORTS
RE: ON-SITE SEWAGE FACILITY (O.S.S.F.) PROGRAM

On this the 2 day of February 2016, came on for consideration the matter Regarding On-Site Sewage Facility (O.S.S.F.) Program: Authorization of December 2015 Billing / Reports. Commissioner Jones made a motion to approve 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, approved by unanimous vote.

PROMOTE • PREVENT • PROTECT



WACO-McLENNAN COUNTY
Public Health District

Waco-McLennan County Public Health District

David Litke, Program Administrator

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5464

Fax: 254/750-5424

davidl@ci.waco.tx.us

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

January 15, 2016

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

Monthly Billing, Reports, and Information for the O.S.S.F. Program – December 2015

In accordance with the cooperative agreement for the O.S.S.F. Program, enclosed is the monthly billing statement for December 2015. Enclosed documents include:

- The statement of account.
- A detailed line item expense report.
- The monthly TCEQ Activity Report (OARS AA monthly report)
- The monthly health district activity report
- A chart showing the number of applications processed to date for each month of fiscal year 2015-16. The fiscal year permit revenue projection assumes 250 permit applications processed for this year (an average of 21 per month).

Applications received (20) is below the number projected (21).

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

Sincerely,

David Litke, R.S.
Program Administrator

Enclosures

cc: Janice Andrews, Director of Fiscal Services
Stan Chambers, McLennan County Auditor

APPROVED BY COMMISSIONERS COURT
THIS 3 DAY OF FEB 2016

COUNTY JUDGE

City of Waco-Finance Department
 P.O. Box 2570
 Waco, TX 76702-2570

(254) 750-5758

DATE: 1/01/16

TO: MCLENNAN COUNTY--OSSF
 STAN CHAMBERS
 214 N. 4TH STREET, SUITE 100
 WACO, TX 76701-1366

CUSTOMER NO: 4220/5884

TYPE: GF - General Fund Miscellaneous

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	12/01/15	BEGINNING BALANCE			5,190.65
	12/29/15	PAYMENT			8.16-
	12/29/15	PAYMENT			668.56-
GFOSS	12/31/15	REIMBURSEMENT OSSF EXPENS December 2015			7,503.89

current	over 30	over 60	over 90
12017.82			

DUE DATE: 2/01/16

PAYMENT DUE: 12,017.82
 TOTAL DUE: \$12,017.82

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/01/16 DUE DATE: 2/01/16 NAME: MCLENNAN COUNTY--OSSF
 CUSTOMER NO: 4220/5884 TYPE: GF - General Fund Miscellaneous

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF WACO FISCAL SERVICES
 P O BOX 2570
 WACO TX 76702

TOTAL DUE: \$12,017.82

City of Waco, Texas
2015-2016 Environmental Health: On-Site Sewage Facilities Program

Account	Description	December	Fiscal Year to Date
<u>EXPENDITURES</u>			
201-5109-581.11-01	Supervision-regular	4,811.99	13,363.19
201-5109-581.12-01	Clerical and professional-regular	2,299.00	5,977.40
201-5109-581.12-02	Clerical and professional-overtime	-	-
201-5109-581.13-01	Labor operations-regular	6,285.02	17,829.05
201-5109-581.13-02	Labor operations-overtime	-	-
201-5109-581.16-01	Temp pool	-	-
201-5109-581.21-01	Health insurance	2,525.60	6,566.56
201-5109-581.21-02	Life Insurance	29.50	76.70
201-5109-581.22-00	Social security-medicare	932.67	2,604.33
201-5109-581.23-00	Pension	1,761.58	4,887.82
201-5109-581.26-00	Worker's comp	313.86	880.81
201-5109-581.28-00	Dues and memberships	380.00	380.00
201-5109-581.31-00	Special services	-	-
201-5109-581.31-05	Special services	-	-
201-5109-581.44-01	Rent of City Facilities	-	-
201-5109-581.48-01	Maintenance of equipment	-	-
201-5109-581.48-03	Maintenance-vehicle parts	-	-
201-5109-581.48-05	Maintenance-vehicle-outside	-	-
201-5109-581.48-10	Maintenance-misc	-	4.00
201-5109-581.48-15	Maintenance-other	-	-
201-5109-581.51-00	Property insurance	-	-
201-5109-581.52-00	Auto liability	1,496.00	1,496.00
201-5109-581.53-00	General liability	1,787.00	1,787.00
201-5109-581.56-00	Communications	44.06	127.28
201-5109-581.56-02	Communications-cellular phones	46.71	245.23
201-5109-581.57-01	Promotions	-	-
201-5109-581.58-00	Travel - Training	215.00	220.00
201-5109-581.59-01	Hire of equipment	558.40	812.24
201-5109-581.61-01	Office supplies	144.74	325.68
201-5109-581.61-02	Minor tools	-	-
201-5109-581.61-03	Non-expendable	-	-
201-5109-581.61-04	Software	-	-
201-5109-581.61-05	Wearing apparal	-	-
201-5109-581.61-10	Supplies-Other	-	-
201-5109-581.63-01	Gasoline-diesel-oil	132.76	213.09
201-5109-581.63-03	Lubricants	-	-
		<u>23,763.89</u>	<u>57,796.38</u>
<u>REVENUES</u>			
	OSSF Program Fees	<u>16,260.00</u>	<u>45,110.00</u>
	Revenues less Expenditures	<u>(7,503.89)</u>	<u>(12,686.38)</u>
	County Approved Budget		<u>66,837.00</u>
County Payments			
	Billings from City	FY16	12,686.38
	<i>Payment</i>	FY15 <i>Payment</i>	(668.56)
	Payment to City		-
	Balance (overpayment)		<u>12,017.82</u>

OARS AA Monthly Report -DECEMBER 2015

Account Number: 620132

Authorizations to Construct 25

Absorptive Mounds		Gravel-less Pipe		Pumped Effluent	
Drip Irrigation		Leaching Chambers		1 Standard Trenches/Beds	
Evaptranspiration Beds	4	Low Pressure Dosing		1 Surface Applications	19
EZ Flow systems		PTI Systems		Other	
	Subtotal	4		Subtotal	2
				Subtotal	19

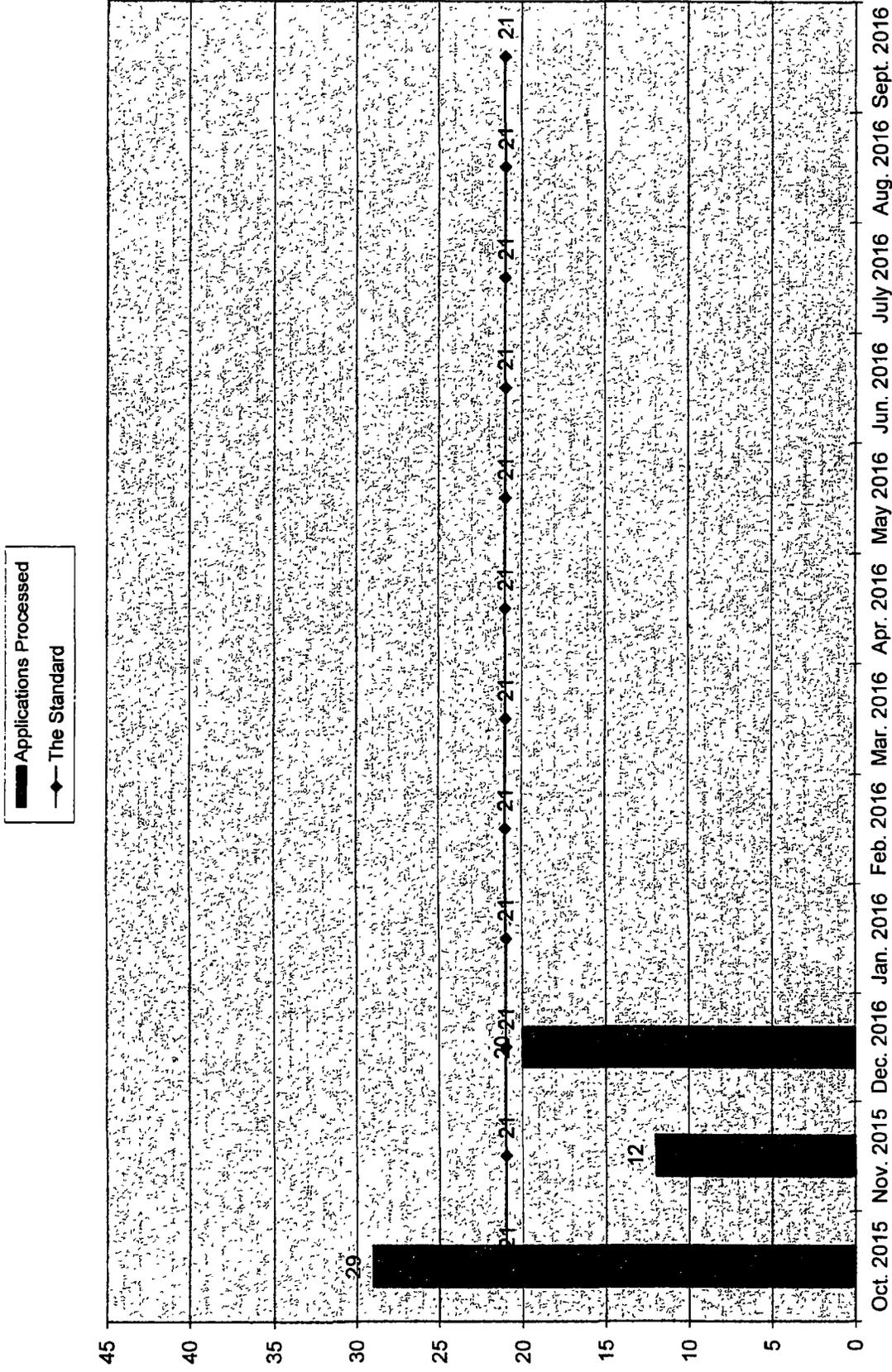
Monthly Enforcement Activity

Complaints Received	6	Violations Issued: Nuisance	12	Violations Issued :Other	96
Complaints Investigated	6	Court Cases Filed: Nuisance	1	Court Cases Filed: Other	15
		Court Convictions: Nuisance	1	Court Convictions: Other	

**WACO McLENNAN COUNTY PUBLIC HEALTH DISTRICT
OSSF MONTHLY REPORT - DECEMBER 2015**

City of:	Applications Processed	Permits to Construct	Approvals Written	Complaints Investigated	Complaints Resolved	Notice of Violations Investigated	Notice of Violations Resolved
	# of Clients Units of Ser	# of Clients Units of Ser	# of Clients Units of Se	# of Clients Units of Ser	# of Clients Units of Service	# of Clients Units of Service	# of Clients Units of Service
Bellmead							
Beverly Hills							
Bruceville Eddy	1	1	1		1		1
Crawford						1	
Gholson				1	1		
Golinda							
Hallsburg							
Hewitt							
Lacy Lakeview							
Leroy							
Lorana						1	
Mart				1	1		
McGregor							2
County PCT 1	2	2	1			22	20
County PCT 2	2	2	2		1	21	25
County PCT 3	4	4	2	1	1	23	29
County PCT 4	10	14	9	3	2	34	35
Moody							
Riesel							
Robinson		1	2			1	3
Ross							
Waco	1	1	1			3	4
West						2	2
Woodway							
Total	20	25	18	6	7	108	121

**Monthly Total of OSSF Applications Processed
Fiscal Year 2015-16**



The '15-'16 budget assumes 250 applications will be processed this year (approx. 21 per month). The standard line shows the comparison of 21 applications per month with the actual number of applications received.

FILED: **FEB 02 2016**

AUTHORIZATION TO OBTAIN SURVEYING SERVICES
FOR TXDOT OFF-SYSTEM BRIDGE REPLACEMENT PROJECTS
PRECINCTS 1 and 4

On this the 2nd day of February 2016 there came before the Commissioners Court the matter of granting the County Engineer authority to retain the services of a licensed surveyor for performing right-of-way surveying work on the Texas Department of Transportation off-system bridge replacement projects **Chisolm Trail at Tonk Creek** and **Old Bethany Road at South Fork Cow Bayou**.

Upon motion being made by Commissioner Jones , seconded by Commissioner Sne11 and duly passed, said authority was granted.

APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
[Signature]
COUNTY JUDGE

184 Thousand Oaks Drive
Whitney, Texas 76692
254-694-7708
jessie01@valornet.com

.....

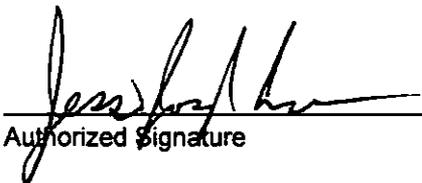
Ince Surveying & Engineering

January 25, 2016

Luke Lammert
Assistant Engineer
McLennan County

We will provide the requested survey services for the 7 parcels at the two bridge locations on Chisolm Trail Road and Old Bethany Road that meets the requirements for acquisition of Right-of-Way for the two TxDOT projects. We will provide these services for both bridges for a total cost of \$3000.00 and will deliver within 30 days of approval to begin work. You mentioned some of these parcels may go to condemnation so it is important that County commissioners make sure property owners are aware we will be working on these projects as well as provide us with contact info in case of problems or resistance.

Sincerely,
Jessie J. Ince



Authorized Signature

.....

FILED: **FEB 02 2016**

J. A. ADAMS HOWELL County Clerk
McLennan County, Texas
By Myronus Gowen DEPUTY

ORDER APPROVING:

**AUTHORIZATION OF EXTERIOR LIGHTING
POLICY FOR THE MCLENNAN COUNTY COURTHOUSE**

On this the 2 day of February, 2016, came on for consideration the matter of Authorization of Exterior Lighting Policy for the McLennan County Courthouse. Commissioner Jones made a motion to approve and it was seconded simultaneously by Commissioner Perry and Commissioner Gibson. 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.

MINUTE ORDER OF THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS ESTABLISHING COURTHOUSE LIGHTING POLICY

WHEREAS, from time to time, the County is asked to "Light the Courthouse" for certain causes or events; and

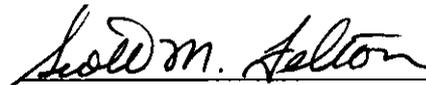
WHEREAS, while many of these requests are for worthwhile events or causes, it would be impractical to "Light the Courthouse" for every request; and

WHEREAS, a policy on lighting the Courthouse is needed.

THEREFORE, IT IS ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS THAT:

In order to be considered, an organization's request to "Light the Courthouse" must be submitted to the Commissioners Court in writing. The event or cause must be one that strives to enhance and better our community, and must be tied to a recognized Nation-wide, State-wide, or Local effort.

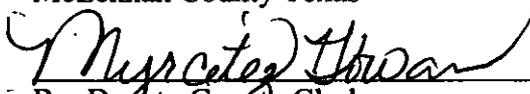
Passed this 2ND day of FEBRUARY, 2016.



Scott M. Felton, County Judge

Attest:

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



By: Deputy County Clerk

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetza Gowari DEPUTY

ORDER APPROVING AUTHORIZATION OF TAX RESALE DEEDS:

**MCAD # 48042500005001: LOT A5, BLOCK C, VERMONT PLACE
ADDITION, CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480191000038005: LOT 3, BLOCK 17, GARLAND ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480191000023009: LOT 22, BLOCK 16, GARLAND ADDITION,
CITY OF WACO, MCLENNAN COUNTY TEXAS**

**MCAD # 480434000181001: LOT 23, BLOCK 9, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480045000049000: LOTS 13 & 14, BLOCK 3, BEVERLEY PLACE
ADDITION, CITY OF WACO, MCLENNAN COUNTY TEXAS**

**MCAD # 480176000666000: LOTS A13 & A14, BLOCK 67, FARWELL
HEIGHTS ADDITION, CITY OF WACO, MCLENNAN COUNTY, TEXAS**

On this the 2 day of February, 2016, upon motion made by Commissioner Jones to authorize the Tax ReSale Deeds and 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 Tax ReSale Deeds, City of Waco, and McLennan County, Texas for:

- 1) MCAD # 48042500005001: Lot A5, Block C, Vermont Place Addition, City of Waco, McLennan County, Texas
- 2) MCAD # 480191000038005: Lot 3, Block 17, Garland Addition, City of Waco, McLennan County, Texas
- 3) MCAD # 480191000023009: Lot 22, Block 16, Garland Addition, City of Waco, McLennan County Texas
- 4) MCAD # 480434000181001: Lot 23, Block 9, J. Weisman Addition, City of Waco, McLennan County, Texas
- 5) MCAD # 480045000049000: Lots 13 & 14, Block 3, Beverley Place Addition, City of Waco, McLennan County Texas
- 6) MCAD # 480176000666000: Lots A13 & A14, Block 67, Farwell Heights Addition, City of Waco, McLennan County, Texas

be, and the same is hereby, approved and the County Judge is so authorized to execute same on behalf of McLennan County.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

400 Austin Avenue-Suite 105

Waco, Texas 76701

254/756-6609

January 27, 2016

Honorable Scott Felton
County Judge
McLennan County Courthouse
Waco, Texas 76701

Re: Request for Approval to Sell Properties by City of Waco

Dear Judge Felton:

The City of Waco is seeking approval by McLennan County to sell the following properties listed on Schedule A attached.

These properties were foreclosed on by the City of Waco for delinquent taxes and have been on the non-taxable roll. The City of Waco and Waco Independent School District have already approved said sales.

We would appreciate these re-sales being placed on the agenda for Commissioner's Court, Tuesday, February 2, 2016.

If any additional information is needed, please let me know.

Thank you.

Sincerely,



Jake Battenfield

JB/mb

SCHEDULE A

Cause #93-2687-4; City of Waco and/or Waco Independent School District v. Jerry Allan Stroble
Property Address: 1200 N. 17th Street (Lot A5, Block C, Vermont Place Addition)
Account # 48042500005001

Cause # 97-1597-4; City of Waco and/or Waco Independent School District v. Zelma Sharp et al
Property Address: 1610 N. 6th Street (Lot 3, Block 17, Garland Addition)
Account # 480191000038005

Cause #2006-3437-1; City of Waco and/or Waco Independent School District v. Sarah Bradshaw
Property Address: 1710 N. 6th Street (Lot 22, Block 16, Garland Addition)
Account # 480191000023009

Cause # 2012-4629-5; The City of Waco, Texas v. Dethay Deckard
Property Address: 1103 Vine Street (Lot 23, Block 9, J. Weisman Addition)
Account # 480434000181001

Cause # 2013-746-4; The City of Waco, Texas v. Jettie Ann Dowda et al
Property Address: 2317 Mistletoe Avenue (Lots 13 & 14, Block 3, Beverly Place Addition)
Account # 480045000049000

Cause # 2013-1314-4; The City of Waco, Texas v. Roy Garrett et al
Property Address: 2201 Alexander (Lots A13 & A14, Block 67, Farwell Heights Addition)
Account # 480176000666000

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: 12/23, 2015

GRANTOR: City of Waco, Trustee, for the use and benefit of itself and the Waco Independent School District, McLennan County Education District and County of McLennan

GRANTEE: *Serafina G. Davila*

GRANTEE'S MAILING ADDRESS: *1206 N. 17th Street, Waco, Texas 76707*

CONSIDERATION: *One Thousand One Hundred Eighty-Seven and 50/100 Dollars (\$1,187.50)*

PROPERTY: *Lot A5, Block C, Vermont Place Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in Volume 1818, Page 813 of the Deed Records, McLennan County, Texas*

Property Address: *1200 N. 17th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 93-2687-4; City of Waco and/or Waco Independent School District v. Jerry Allan Stroble

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2015 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO

BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Emeralda Hudson
City Secretary



Jennifer Richie City Attorney

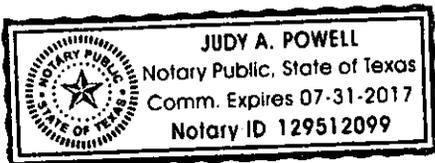
THE STATE OF TEXAS

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COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 2015.



Judy A. Powell
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT, INDIVIDUALLY
AND AS SUCCESSOR IN INTEREST TO THE McLENNAN
COUNTY EDUCATION DISTRICT

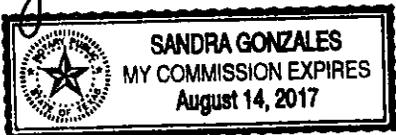
BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF McLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

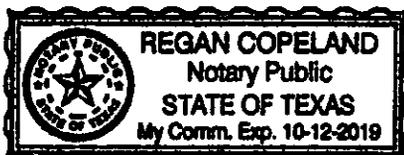
THE STATE OF TEXAS §
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COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of FEBRUARY, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY# 17628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

CAUSE NO.	93-2687-4		
STYLE	City of Waco et al v. Jerry Allan Stroble		
ACCOUNT NO.	48042500005001		
STREET ADDRESS	1200 N. 17th Street		
PROPERTY DESC.	Lot A5, Block C, Vermont Place Addition, City of Waco		
DATE OF SALE	12/2/15		
PURCHASER	Serafina G. Davila		
PURCHASE PRICE			1,187.50
COURT COSTS	Payable to McLennan County District Clerk		0.00
PUBLICATION COSTS	Payable to McCreary Law Firm		59.00
CONSTABLE'S FEES	Payable to Walt Strickland, Constable, Pct. 1		0.00
WACO MUNICIPAL LIENS	Payable to City of Waco		1,128.50
NET SALE PROCEEDS			0.00
DISTRIBUTION TO T.U.	Taxes Due	Percent	Sale Proceeds
County	360.79	16.45%	0.00
City of Waco	619.61	28.25%	0.00
Waco ISD	974.54	44.43%	0.00
CED	238.67	10.88%	0.00
		0.00%	0.00
		0.00%	0.00
		1.00	
TOTAL TAXES	2,193.61 Payable to Tax Office		0.00
CITY OF WACO TO RETAIN:			
City of Waco Municipal Lien Amount			1,128.50
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:			
McLennan County District Clerk			0.00
McCreary Law Firm			59.00
Walt Strickland, Constable, Pct. 1			0.00
McLennan County Tax Office			0.00
PLEASE FORWARD CHECKS TO			
McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669			

FILED: FEB 02 2016

J.A. HARRIS, County Clerk
McLennan County, Texas
By: Myraeal Gowan DEPUTY

2015-730
12-1-15

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: 12/23, 2015

GRANTOR: City of Waco, Trustee, in trust, for the use and benefit of itself and the Waco Independent School District and County of McLennan

GRANTEE: *Cenikor Foundation, a Texas Non-Profit Corporation*

GRANTEE'S MAILING ADDRESS: *11111 Katy Freeway, Suite 500, Houston, Texas 77079*

CONSIDERATION: *One Thousand Three Hundred Thirty-Two and 00/100 Dollars (\$1,332.00)*

PROPERTY: *Lot 3, Block 17, Garland Addition, City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in Volume 301, Page 247 of the Official Public Records, McLennan County, Texas*

Property Address: *1610 N. 6th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 97-1597-4; City of Waco and/or Waco Independent School District v. Zelma Sharp et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2015 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

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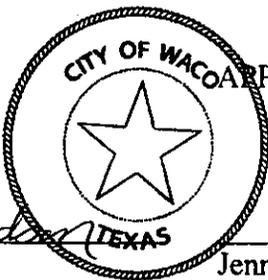
When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO

BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:



APPROVED AS TO FORM AND LEGALITY:

Emeralda Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

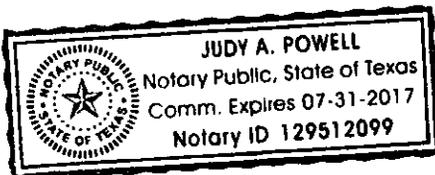
THE STATE OF TEXAS

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COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 2015.



Judy A. Powell
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS

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COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

THE STATE OF TEXAS

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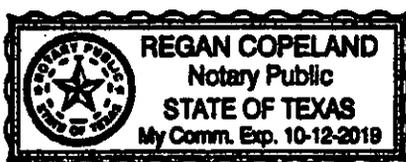
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of FEBRUARY, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

CAUSE NO.		97-1597-4	
STYLE		City of Waco et al v. Zelma Sharp et al	
ACCOUNT NO.		480191000038005	
STREET ADDRESS		1610 N. 6th Street	
PROPERTY DESC.		Lot 3, Block 17, Garland Addition, City of Waco	
DATE OF SALE		12/2/15	
PURCHASER		Cenikor Foundation	
PURCHASE PRICE			1,332.00
COURT COSTS		Payable to McLennan County District Clerk	0.00
PUBLICATION COSTS		Payable to McCreary Law Firm	109.00
CONSTABLE'S FEES		Payable to Walt Strickland, Constable, Pct. 1	0.00
WACO MUNICIPAL LIENS		Payable to City of Waco	1,223.00
NET SALE PROCEEDS			0.00
DISTRIBUTION TO T.U.	Taxes Due	Percent	Sale Proceeds
County	508.91	18.08%	0.00
City of Waco	899.96	31.97%	0.00
Waco ISD	1,332.95	47.35%	0.00
CED	73.29	2.60%	0.00
		0.00%	0.00
		0.00%	0.00
		1.00	
TOTAL TAXES	2,815.11	Payable to Tax Office	0.00
CITY OF WACO TO RETAIN:			
City of Waco Municipal Lien Amount			1,223.00
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:			
McLennan County District Clerk			0.00
McCreary Law Firm			109.00
Walt Strickland, Constable, Pct. 1			0.00
McLennan County Tax Office			0.00
PLEASE FORWARD CHECKS TO			
McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669			

FILED: **FEB 02 2016**

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrceluz Gowan DEPUTY

2015-729
12-1-15

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: 12/23, 2015

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Cenikor Foundation, a Texas Non-Profit Corporation*

GRANTEE'S MAILING ADDRESS: *11111 Katy Freeway, Suite 500, Houston, Texas 77079*

CONSIDERATION: *One Thousand Three Hundred Eighty-Four and 00/100 Dollars (\$1,384.00)*

PROPERTY: *Lot 22, Block 16, Garland Addition, City of Waco, McLennan County, Texas, more particularly described in Plat Filed in MCC #20090333212, of the Official Public Records, formerly known as B3 and A4, Block 16, Garland Addition, City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2007021555, Official Public Records, McLennan County, Texas*

Property Address: *1710 North 6th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2006-3437-1; City of Waco and/or Waco Independent School District v. Sarah Bradshaw

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

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This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO

BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

Comerelda Hudson
City Secretary



APPROVED AS TO FORM AND LEGALITY:

Jennifer Richie
Jennifer Richie, City Attorney

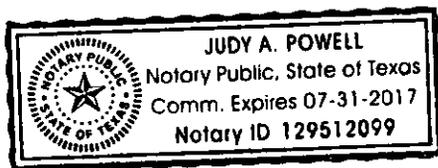
THE STATE OF TEXAS

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COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 2015.



Judy A. Powell
Notary Public, State of Texas

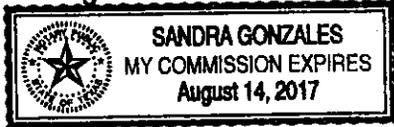
WACO INDEPENDENT SCHOOL DISTRICT

BY: Dr. Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 2014.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

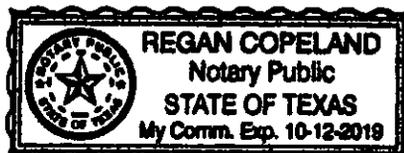
THE STATE OF TEXAS §
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COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of FEBRUARY, 2014.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

CAUSE NO.		2006-3437-1		
STYLE		City of Waco et al v. Sarah Bradshaw		
ACCOUNT NO.		480191000023009		
STREET ADDRESS		1710 N. 6th Street		
PROPERTY DESC.		Lot 22 FKA Lots B3 & A4, Block 16, Garland Addition, City of Waco		
DATE OF SALE		12/2/15		
PURCHASER		Cenikor Foundation		
PURCHASE PRICE				1,384.00
COURT COSTS		Payable to McLennan County District Clerk		166.04
PUBLICATION COSTS		Payable to McCreary Law Firm		211.00
CONSTABLE'S FEES		Payable to Walt Strickland, Constable, Pct. 1		0.00
WACO MUNICIPAL LIENS		Payable to City of Waco		1,006.96
NET SALE PROCEEDS				0.00
DISTRIBUTION TO T.U.	Taxes Due		Percent	Sale Proceeds
County	452.68		15.51%	0.00
City of Waco	1,138.10		39.00%	0.00
Waco ISD	1,205.08		41.30%	0.00
CED	122.26		4.19%	0.00
			0.00%	0.00
			0.00%	0.00
			1.00	
TOTAL TAXES	2,918.12 Payable to Tax Office			0.00
CITY OF WACO TO RETAIN:				
		City of Waco Municipal Lien Amount		1,006.96
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:				
		McLennan County District Clerk		166.04
		McCreary Law Firm		211.00
		Walt Strickland, Constable, Pct. 1		0.00
		McLennan County Tax Office		0.00
PLEASE FORWARD CHECKS TO				
McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669				

FILED: **FEB 02 2016**

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcetaz Gowan DEPUTY

2015-727
12-1-15

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: 12/23, 2015

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Alicia Singleton*

GRANTEE'S MAILING ADDRESS: *3033 Cole Avenue, Waco, Texas 76707*

CONSIDERATION: *One Thousand Five Hundred Thirty-Two and 00/100 Dollars (\$1,532.00)*

PROPERTY: *Lot 23, Block 9, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013037434, Official Public Records, McLennan County, Texas*

Property Address: *1103 Vine Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2012-4629-5; The City of Waco, Texas v. Dethay Deckard

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

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This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

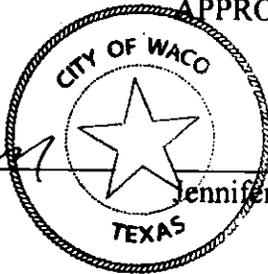
CITY OF WACO

BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Camelinda Hudson
City Secretary



Jennifer Richie
Jennifer Richie, City Attorney

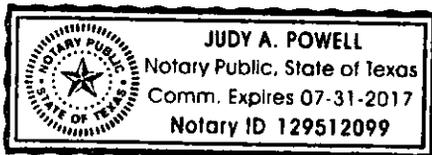
THE STATE OF TEXAS

COUNTY OF MCLENNAN

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BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 20 15.



Judy A. Powell
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

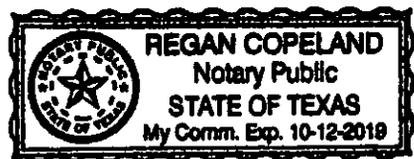
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of FEBRUARY, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

CAUSE NO.	2012-4629-5		
STYLE	The City of Waco, Texas v. Dethay Deckard		
ACCOUNT NO.	480434000181001		
STREET ADDRESS	1103 Vine Street		
PROPERTY DESC.	Lot 23, Block 9, J. Weisman Addition, City of Waco		
DATE OF SALE	12/2/15		
PURCHASER	Alicia Singleton		
PURCHASE PRICE			1,532.00
COURT COSTS	Payable to McLennan County District Clerk		951.00
PUBLICATION COSTS	Payable to McCreary Law Firm		215.00
CONSTABLE'S FEES	Payable to Walt Strickland, Constable, Pct. 1		60.00
WACO MUNICIPAL LIENS	Payable to City of Waco		153.63
NET SALE PROCEEDS			152.37
DISTRIBUTION TO T.U.	Taxes Due	Percent	Sale Proceeds
County	286.45	20.16%	30.72
City of Waco	358.89	25.26%	38.49
Waco ISD	775.41	54.58%	83.16
CED	0.00	0.00%	0.00
		0.00%	0.00
		0.00%	0.00
		1.00	
TOTAL TAXES	1,420.75 Payable to Tax Office		152.37
CITY OF WACO TO RETAIN:			
		City of Waco Municipal Lien Amount	153.63
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:			
		McLennan County District Clerk	951.00
		McCreary Law Firm	215.00
		Walt Strickland, Constable, Pct. 1	60.00
		McLennan County Tax Office	152.37
PLEASE FORWARD CHECKS TO			
McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669			

FILED: **FEB 02 2016**

J A "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myralee Gosman DEPUTY

2015-728
12-1-15

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: 12/23, 2015

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Roberto T. Guerrero*

GRANTEE'S MAILING ADDRESS: *23300 N. IH-35, West, Texas 76691*

CONSIDERATION: *One Thousand Seven Hundred Ninety-Two and 00/100 Dollars (\$1,792.00)*

PROPERTY: *Lots 13 and 14, Block 3, Beverly Place Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013037445, Official Public Records, McLennan County, Texas*

Property Address: *2317 Mistletoe Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-746-4; The City of Waco, Texas v. Jettie Ann Dowda et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2015 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

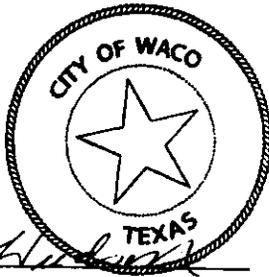
When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO

BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:



APPROVED AS TO FORM AND LEGALITY:

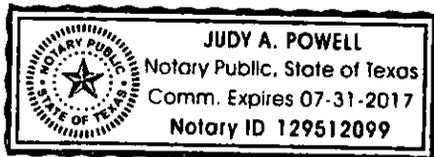
Emeralda Hubert
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 2015.



Judy A. Powell
Notary Public, State of Texas

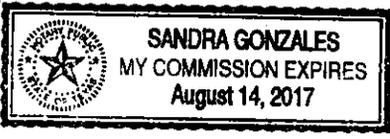
WACO INDEPENDENT SCHOOL DISTRICT

BY: Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

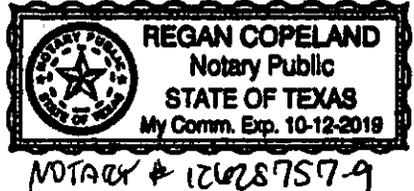
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of FEBRUARY, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

CAUSE NO.	2013-746-4		
STYLE	The City of Waco, Texas v. Jettie Ann Dowda et al		
ACCOUNT NO.	480045000049000		
STREET ADDRESS	2317 Mistletoe Avenue		
PROPERTY DESC.	Lots 13 and 14, block 3, Beverly Place Addition, City of Waco		
DATE OF SALE	12/2/15		
PURCHASER	Roberto T. Guerrero		
PURCHASE PRICE			1,792.00
COURT COSTS	Payable to McLennan County District Clerk		785.00
PUBLICATION COSTS	Payable to McCreary Law Firm		215.00
CONSTABLE'S FEES	Payable to Walt Strickland, Constable, Pct. 1		60.00
WACO MUNICIPAL LIENS	Payable to City of Waco		264.12
NET SALE PROCEEDS			467.88
DISTRIBUTION TO T.U.	Taxes Due	Percent	Sale Proceeds
County	374.97	22.40%	104.79
City of Waco	463.41	27.68%	129.51
Waco ISD	835.81	49.92%	233.58
CED	0.00	0.00%	0.00
		0.00%	0.00
		0.00%	0.00
		1.00	
TOTAL TAXES	1,674.19	Payable to Tax Office	467.88
CITY OF WACO TO RETAIN:			
	City of Waco Municipal Lien Amount		264.12
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:			
	McLennan County District Clerk		785.00
	McCreary Law Firm		215.00
	Walt Strickland, Constable, Pct. 1		60.00
	McLennan County Tax Office		467.88
PLEASE FORWARD CHECKS TO			
McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669			

FILED: **FEB 02 2016**

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myroslaw Gowari DEPUTY

2015-733
12-1-15

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: 12/23, 2015

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *James Wright and Sheila Wright*

GRANTEE'S MAILING ADDRESS: *2251 Old Barn Lane, Chula Vista, CA 91915*

CONSIDERATION: *One Thousand Four Hundred Two and 50/100 Dollars (\$1,402.50)*

PROPERTY: *Lots A13 and A14, Block 67, Farwell Heights Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2015014762, Official Public Records, McLennan County, Texas*

Property Address: *2201 Alexander, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-1314-4; The City of Waco, Texas v. Roy Garrett et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2015 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO

BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Esmeralda Hudson
City Secretary



Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS

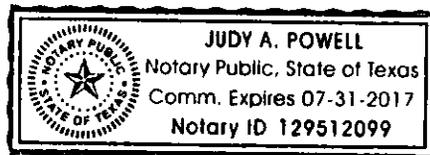
COUNTY OF MCLENNAN

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 20 15.

Judy A. Powell
Notary Public, State of Texas



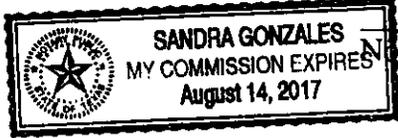
WACO INDEPENDENT SCHOOL DISTRICT

BY: Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 20 16.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

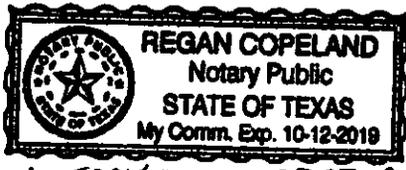
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of FEBRUARY, 20 16.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

CAUSE NO.		2013-1314-4	
STYLE		The City of Waco, Texas v. Roy Garrett et al	
ACCOUNT NO.		480176000666000	
STREET ADDRESS		2201 Alexander	
PROPERTY DESC.		Lots A13 and A14, Block 67, Farwell Heights Addition, City of Waco	
DATE OF SALE		12/2/15	
PURCHASER		James Wright & Sheila Wright	
PURCHASE PRICE			1,402.50
COURT COSTS		Payable to McLennan County District Clerk	968.56
PUBLICATION COSTS		Payable to McCreary Law Firm	220.00
CONSTABLE'S FEES		Payable to Walt Strickland, Constable, Pct. 1	100.00
WACO MUNICIPAL LIENS		Payable to City of Waco	113.94
NET SALE PROCEEDS			0.00
DISTRIBUTION TO T.U.			
	Taxes Due	Percent	Sale Proceeds
County	2,764.46	24.30%	0.00
City of Waco	2,918.94	25.66%	0.00
Waco ISD	5,690.68	50.03%	0.00
CED	0.00	0.00%	0.00
		0.00%	0.00
		0.00%	0.00
		1.00	
TOTAL TAXES		11,374.08 Payable to Tax Office	0.00
CITY OF WACO TO RETAIN:			
		City of Waco Municipal Lien Amount	113.94
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:			
		McLennan County District Clerk	968.56
		McCreary Law Firm	220.00
		Walt Strickland, Constable, Pct. 1	100.00
		McLennan County Tax Office	0.00
PLEASE FORWARD CHECKS TO			
McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669			

FILED: **FEB 02 2016**

J A "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcatorz Gowan DEPUTY

AGENDA: FEBRUARY 2, 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. Pretrial Services **Approved**
 - b. Constable, Precinct 1 **Approved**
 - d. County Treasurer **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. Greater Waco Chamber of Commerce: Monthly Economic Development Report, December 2015 **Approved**
 - b. Texas County and District Retirement System TCDRS: Presentation regarding New Rules for the Retirement Program **Information Only**
(See beginning of meeting)

CD-374, 10:49

ORDER APPROVING:

HUMAN RESOURCES / SALARY MATTERS:

PRETRIAL SERVICES

On this the 2 day of February, 2016, came on for consideration the matter of Human Resources / Salary Matters: Pretrial Services; Constable, Precinct 1. After discussion, Commissioner Snell made a motion to approve L. 3. a. 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.



MCLENNAN COUNTY
Human Resources Department
214 N. 4th St., Suite 200
Waco, TX 76701 – 1366
Office: (254) 757-5158
Fax: (254) 757-5073
Job-Line: (254) 757-5073

Amanda M. Talbert
Human Resources Director

MEMORANDUM

Date: Monday, January 25, 2016

To: Commissioner's Court

From: Amanda Talbert, HR Director; Judge Bain, Pretrial Services

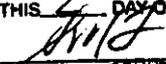
Subject: Requesting Approval for a Pay Adjustment to a Part Time Hourly Clerical Position in Pretrial Services

Judge Bain is requesting approval to hire the part time budgeted position at a higher wage than the standard part time hourly wage previously approved by the court. Judge Bain has the budgetary funding in his budget allocations. Paying this position more per hour would simply mean that Judge Bain would need to monitor the hourly usage of the position to ensure it would fulfill the operational needs in the time period required.

Judge Bain has posted the position and made a selection from his candidates to hire Rhonda Yates.

Job Title Existing Position	Hourly Pretrial Services Clerical	Title Requesting	No Change
Pay Grade	N/A	Pay Grade Requested	N/A
Previously Approved Part Time Pay Amount	\$7.25	Requested Change	\$10.00

–Thank You.

APPROVED BY COMMISSIONERS COURT
THIS 2 DAY OF Feb 20 16

COUNTY JUDGE

McLennan County, Texas
PAYROLL STATUS FORM

RECEIVED

JAN 14 2016

LAST NAME	FIRST NAME	MI	EMPLOYEE ID NO.	EFFECTIVE DATE
Yates	Rhonda		5476	1/11/16
<input checked="" type="checkbox"/> New Hire	<input type="checkbox"/> Promotion	<input type="checkbox"/> Reclassification	<input type="checkbox"/> Lateral Move	<input type="checkbox"/> Separation from County Employment
<input type="checkbox"/> Other	<input type="checkbox"/> Demotion	<input type="checkbox"/> Salary Adjustment	<input type="checkbox"/> Merit Increase	

FULLTIME EMPLOYEES

	SALARY SCHEDULE FOR POSITION SOUGHT		ACTUAL SALARY	
	EXISTING	PROPOSED REVISION	FROM	TO
Job Title	Hourly Clerical			Hourly Clerical
Job Code Number	8886			8880
Department Name	Pretrial Services			Pretrial Services
Position Number	918			918
System	N/A			N/A
Grade	N/A			N/A
Monthly Amount	\$10.00/HR			\$10.00/HR
Annual Amount	---			
Salary Survey - Min	---			
Salary Survey - Mid	---			
Salary Survey - Max	---			
			FLSA STATUS	DATE OF HIRE
			<input type="checkbox"/> Exempt	1/11/16
			<input checked="" type="checkbox"/> Non-Exempt	

HOURLY EMPLOYEES

DEPARTMENT NAME	HOURLY RATE	The Commissioner's 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 Personnel Dept for the standard rate.
Pretrial Services	\$10.00	

ACCOUNT CODING (For County Auditor's Use)

FUND	COST CENTER	OBJECT	PROJECT	MONTHLY SALARY	PERCENT
Total					100.00%

APPROVALS (See Note 1)

DEPARTMENT	PERSONNEL	COUNTY AUDITOR	COMMISSIONERS' COURT
I hereby approve the above action. <i>[Signature]</i>	This proposed action <input checked="" type="checkbox"/> is <input type="checkbox"/> is not within the established guidelines of McLennan County	A line item budget transfer <input type="checkbox"/> is <input type="checkbox"/> is not required if approved by Comm Court See attached, if required	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Accepted <input type="checkbox"/> Denied Date: 2/2/16
X	X <i>[Signature]</i>	X	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.

COMMENTS:

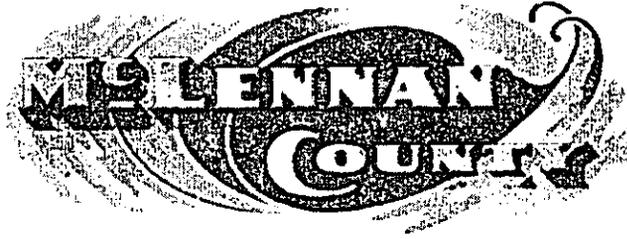
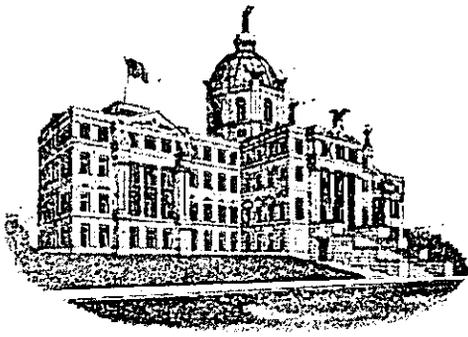
FILED: FEB 02 2016
J.A. "ANDY" HARWELL, County Clerk McLennan County, Texas By Myroslaw Gowar DEPUTY

ORDER APPROVING:

HUMAN RESOURCES / SALARY MATTERS:

CONSTABLE, PRECINCT 1

On this the 2 day of February, 2016, came on for consideration the matter of Human Resources / Salary Matters: Constable, Precinct 1. After discussion, Commissioner Perry made a motion to approve L. 3. b. 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.



WACO, TEXAS

RECEIVED

JAN 25 2016

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: 01/25/16

To: Commissioner's Court

From: Walt Strickland, Constable Pct. 1

Dear Commissioners:

I am submitting Demetria S. Holder to fill the Deputy Constable position in my office to be effective February 2, 2016.

Demetria S. Holder 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 2 DAY OF FEB 2016

COUNTY JUDGE

**McLennan County, Texas
PAYROLL STATUS FORM**

JAN 25 2016

LAST NAME	FIRST NAME	MI	EMPLOYEE ID NO.	EFFECTIVE DATE
Holder	Demetria	S.		2/2/16
<input checked="" type="checkbox"/> New Hire	<input type="checkbox"/> Promotion	<input type="checkbox"/> Reclassification	<input type="checkbox"/> Lateral Move	<input type="checkbox"/> Separation from County Employment
<input type="checkbox"/> Other	<input type="checkbox"/> Demotion	<input type="checkbox"/> Salary Adjustment	<input type="checkbox"/> Merit Increase	

FULLTIME EMPLOYEES

	SALARY SCHEDULE FOR POSITION SOUGHT		ACTUAL SALARY	
	EXISTING	PROPOSED REVISION	FROM	TO
Job Title	Deputy Constable			Deputy Constable
Job Code Number	0525			0525
Department Name	Constable Pct. 1			Constable Pct. 1
Position Number	524			524
System	A			A
Grade	29			29
Monthly Amount	3,166.67			3,166.67
Annual Amount	38,000			38,000
Salary Survey - Min	837,490			
Salary Survey - Mid				
Salary Survey - Max	861,418			
			FLSA STATUS	DATE OF HIRE
			<input type="checkbox"/> Exempt	2/2/16
			<input checked="" type="checkbox"/> Non-Exempt	

HOURLY EMPLOYEES

DEPARTMENT NAME	HOURLY RATE	The Commissioner's 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 Personnel Dept for the standard rate.
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ACCOUNT CODING (For County Auditor's Use)

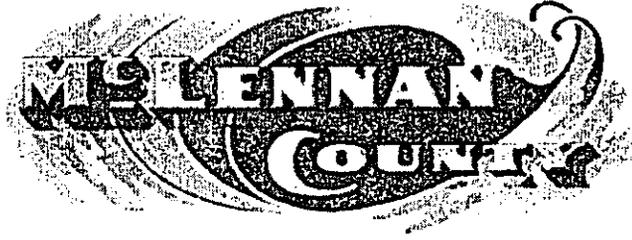
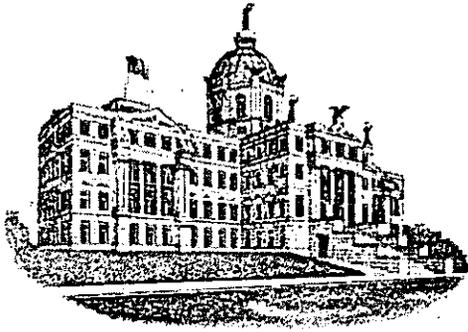
FUND	COST CENTER	OBJECT	PROJECT	MONTHLY SALARY	PERCENTAGE
Total					100.00%

APPROVALS (See Note 1)

DEPARTMENT	PERSONNEL	COUNTY AUDITOR	COMMISSIONER'S COURT
I hereby approve the above action.	This proposed action <input checked="" type="checkbox"/> is <input type="checkbox"/> is not within the established guidelines of McLennan County.	A line item budget transfer <input type="checkbox"/> is <input checked="" type="checkbox"/> is not required if approved by Comm Court. See attached, if required.	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Accepted <input type="checkbox"/> Denied Date 2/2/16
X A.C. [Signature]	X [Signature]	X [Signature]	X [Signature]

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.

COMMENTS:	BY:



WACO, TEXAS

Walt Strickland

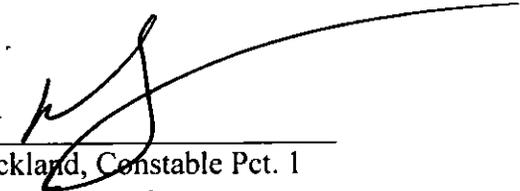
Constable, Pct. 1
501 Washington Avenue, Suite 101
Waco, Texas 76701

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

AFFIDAVIT REGARDING APPOINTMENT OF DEPUTY CONSTABLE

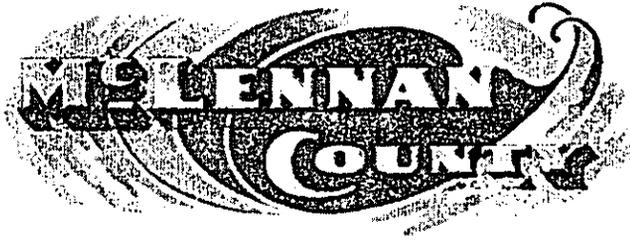
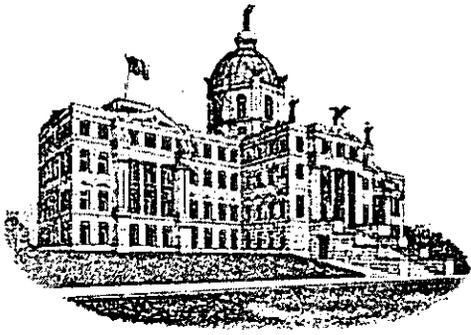
In accordance with the LOCAL GOVERNEMENT CODE, CHAPETER 86 - CONSTABLE, SUBCHAPTER B - DEPUTIES, SECTION 86.011, APPOINTMENT OF DEPUTY CONSTABLE, I have submitted a written application to Commissioner's Court, including the name of the proposed Deputy, Demetria S. Holder, showing it is necessary to appoint 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 Demetria S. Holder 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: 01/25/16



WACO, TEXAS

RECEIVED

JAN 26 2016

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: 01/26/16

To: Commissioner's Court

From: Walt Strickland, Constable Pct. 1

Dear Commissioners:

I am submitting Lyon H. Vinson to fill the Deputy Constable position in my office to be effective February 2, 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 26 DAY OF FEB 2016

COUNTY JUDGE

McLennan County, Texas PAYROLL STATUS FORM

LAST NAME	FIRST NAME	MI	EMPLOYEE ID NO.	EFFECTIVE DATE
Vinson	Lyon	H.	5475	2/2/16
<input type="checkbox"/> New Hire <input checked="" type="checkbox"/> Promotion <input type="checkbox"/> Reclassification <input type="checkbox"/> Lateral Move <input type="checkbox"/> Separation from <input type="checkbox"/> Other <input type="checkbox"/> Demotion <input type="checkbox"/> Salary Adjustment <input type="checkbox"/> Merit Increase County Employment				

FULLTIME EMPLOYEES

	SALARY SCHEDULE FOR POSITION SOUGHT		ACTUAL SALARY	
	EXISTING	PROPOSED REVISION	FROM	TO
Job Title	Deputy Constable		Part Time Dep. Const	Deputy Constable
Job Code Number	0525		8880	0525
Department Name	Constable Pct. 1		Constable Pct. 1	Constable Pct. 1
Position Number	423	RECEIVED	852	423
System	B	JAN 27 2016		B
Grade	8	COUNTY AUDITOR		8
Monthly Amount	3,166.67		15.00 / Hour	3,166.67
Annual Amount	38,000.00			38,000.00
Salary Survey - Min	\$32,446.		FLSA STATUS <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Non-Exempt	DATE OF HIRE 1/13/16
Salary Survey - Mid				
Salary Survey - Max	\$53,763			

HOURLY EMPLOYEES

DEPARTMENT NAME	HOURLY RATE	The Commissioner's 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 Personnel Dept for the standard rate.

ACCOUNT CODING (For County Auditor's Use)

FUND	COST CENTER	OBJECT	PROJECT	MONTHLY SALARY	PERCENTAGE
Total					100.00%

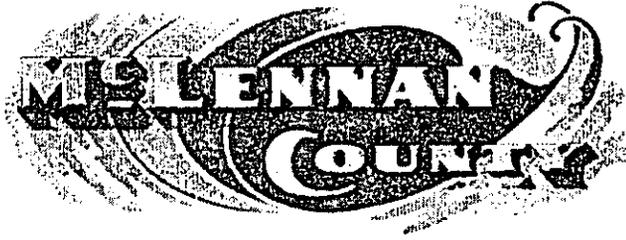
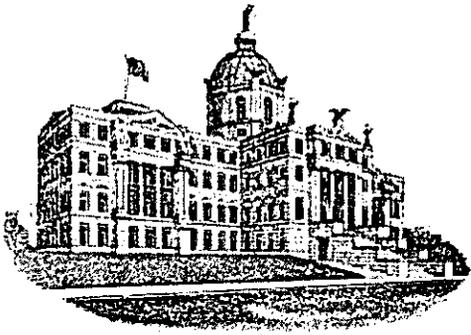
APPROVALS (See Note 1)

DEPARTMENT	PERSONNEL	COUNTY AUDITOR	COMMISSIONER'S COURT
I hereby approve the above action.	This proposed action <input checked="" type="checkbox"/> is <input type="checkbox"/> is not within the established guidelines of McLennan County.	A line item budget transfer <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required if approved by Comm Court. See attached, if required.	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Accepted <input type="checkbox"/> Denied Date: 4/2/16
X <i>A. C. W.</i>	X <i>J. M. G.</i>	X <i>J. C.</i>	X <i>AMJ</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.

COMMENTS:	BY:

Original-County Clerk Green-Treasurer Canary -Personnel Department Goldenrod-Originating Department



WACO, TEXAS

Walt Strickland

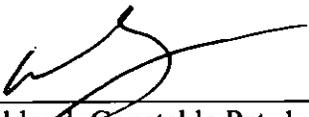
Constable, Pct. 1
501 Washington Avenue, Suite 101
Waco, Texas 76701

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: 01/25/16

FILED: FEB 02 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrceteez Gowen DEPUTY

ORDER APPROVING:

HUMAN RESOURCES / SALARY MATTERS:

COUNTY TREASURER

On this the 2 day of February, 2016, came on for consideration the matter of Human Resources / Salary Matters: County Treasurer. After discussion, 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
 Human Resources Department
 214 N. 4th St., Suite 200
 Waco, TX 76701 – 1366
 Office: (254) 757-5158
 Fax: (254) 757-5073
 Job-Line: (254) 757-5073

Amanda M. Talbert
 Human Resources Director

MEMORANDUM

Date: Wednesday, January 27, 2016
 To: Commissioner's Court
 From: Amanda Talbert, HR Director; Bill Helton, Treasurer
 Subject: Requesting Approval to Shift Budget Funds for Position Numbers

We are requesting the ability to shift budget allowance monies for two positions. The overall salary budget for the Treasurer's office will be budget neutral. Mr. Helton is simply requesting the ability to move monies from one position to another.

We are requesting to lower the budgeted amount for the Accountant I position. We would like to allocate the difference from the Accountant I budgeted amount to the Payroll Administrator budgeted amount.

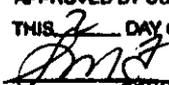
Job Title Existing Position	Accountant I	Title Requesting	No Title Change
Pay Grade	B09	Pay Grade Requested	
Pay Range	\$35074.48 - \$58497.05	Pay Range	
Current Budgeted Amount	\$50649.00	Requested Change	\$47362.00 (Difference of \$3287 to be moved to Position #367)
Current Employee Pay	Vacant	Employee Pay	TBD

Job Title Existing Position	Payroll Administrator	Title Requesting	No Title Change
Pay Grade	B08	Pay Grade Requested	No Change
Pay Range	\$32446.56 - \$53763.57	Pay Range	No Change
Current Budgeted Amount	\$40648.00	Requested Change	\$43935.00
Current Employee Pay	\$40648.00	Employee Pay	TBD

-Thank You.

FILED: **FEB 02 2016**

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Mycelia Gomez DEPUTY

APPROVED BY COMMISSIONERS COURT
 THIS 2 DAY OF FEB 20 16

 COUNTY JUDGE

ORDER ACCEPTING:

MONTHLY ECONOMIC DEVELOPMENT REPORT, DECEMBER 2016
RE: GREATER WACO CHAMBER OF COMMERCE

On this the 2 day of February, 2016, came on for consideration the matter of Greater Waco Chamber of Commerce: Monthly Economic Development Report, December 2016. After discussion, Commissioner Snell 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 said Report be, and the same is hereby, accepted by unanimous vote.



Received
JAN 20 2016
McLennan County Judge

January 19, 2016

Judge Scott Felton
County Judge
McLennan County
Waco, Texas

Re: Monthly Economic Development Report
December

Dear Judge Felton:

We are attaching a copy of the Chamber's December Economic Development marketing report for you and the Commissioners. Also enclosed is a copy of our Plan of Work detailing the activity of the various economic development committees of the Chamber. Please make specific note of the goals and objectives on the services for McLennan County in the areas of:

- Business Retention & Expansion
- Target Business Attraction
- Prospect Development
- Marketing Research
- Regional Market
- International Business Development

We are encouraged by our work together.

With regards,

Matthew F. Meadors
President/CEO
Greater Waco Chamber of Commerce

Enclosure

cc: Lester Gibson
Will Jones
Ben Perry
Kelly Snell

ACCEPTED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016

COUNTY JUDGE



Economic Development
 Business Attraction and Expansion Report
 Report for 12/1/2015-12/31/2015

Completed projects/announcements year-to-date:					
Company	Industry	Announced	Employment	Sq. Ft.	Investment
Sonoco	Manufacturing	Jul-15	15	-	\$13.50
Sherwin-Williams	Distribution	Oct-15	-	600,000	\$39.00
Coca Cola North America	Manufacturing	Dec-15	-	-	\$13.30
Time Manufacturing	Manufacturing	Dec-15	121	50,000	\$5.85
Meers Engineering	Prof. Service	Dec-15	3	3,000	\$0.10
Owens - Illinois	Manufacturing	Dec-15	-	-	\$18.00
TOTAL			139	653,000	\$87.75
GOAL:			500	500,000	\$80.0
% of GOAL:			28%	131%	110%
In the past 30 days (May include multiple visits per company)					
		30 days	YTD	Goal	% of goal
Number of attraction inquiries		17	167	155	108%
Number of downtown lead inquiries			26		
Number of proposals and/or site plan submitted		16	115	120	98%
Number of on-site attraction visits		2	55	50	110%
Number of business retention visits		7	101	100	101%
Number of business assistance requests		5	86	90	96%
Number of marketing trips/corporate real estate events/ trade shows		3	51	50	102%
<i>Consultant Visits (Atlanta, GA), CTCAR Reception (Austin), Enterprise Ireland (Austin)</i>					
Current active attraction projects (Acres not included in Sq. Ft. total building only)					
Project Name	Industry	Active Date	Projected Employment	Sq. Ft.	Investment (\$ mil)
Project Value	Manufacturing	Feb-12	300	150,000	\$ 80.00
Project Mend	Healthcare	Dec-13	100	74,000	\$ 16.60
Project Corrective	Distribution	Jan-14	150	125,000	\$ 7.00
Project Therapy	Prof. Service	Jan-14	80	25,000	TBD
Project Desk	Prof. Service	Mar-14	300	30,000	\$ 2.50
Project Subzero	Distribution	Apr-14	60	145,000	\$ 10.00
Project Trig-X	Manufacturing	May-14	5	5,000	\$ 0.25
Project Hercules	Manufacturing	Jul-14	100	100,000	TBD
Project JJ	Manufacturing	Jun-14	70	150,000	\$ 18.00
Project Lake Wood	Manufacturing	Aug-14	200	50,000	\$ 3.00
**Project Reo	Manufacturing	Aug-14	100	100,000	\$ 115.00
Project Guadalupe	Manufacturing	Sep-14	30	20,000	\$ 0.50
Project Frame	Manufacturing	Sep-14	180	200,000	\$ 5.00
Project Molten Lava	Manufacturing	Dec-14	300	250,000	\$ 157.00
Project Archer Ryan	Manufacturing	Nov-14	150	150,000	\$ 13.00
Project Seal	Manufacturing	Jan-15	30	100,000	\$ 10.00
Project Torch	Manufacturing	Mar-15	100	35,000	\$ 4.00
Project Dial	Prof. Service	May-15	300	TBD	TBD
Project Shelter	Manufacturing	Jun-15	50	25,000	TBD
Project Cap	Manufacturing	Aug-15	40	145,000	\$ 10.00
Project Angus	Manufacturing	Sep-15	40	15,000	\$ 1.50
New active projects (Acres not included in Sq. Ft. total building only)					
Project Renew	Manufacturing	Dec-15	1	TBD	\$ 18.00
Current active expansion projects (Acres not included in Sq. Ft. total building only)					
Project Grille	Manufacturing	Sep-14	-	60,000	\$ 0.75
Project Inspire	Manufacturing	Sep-10	128	100,000	\$ 11.70
Project Steward	Prof. Service	Aug-11	100	20,000	\$ 1.00
Project Luxury	Manufacturing	Oct-11	-	60,000	TBD
**Project Foundation	Manufacturing	Nov-11	15	10,000	\$ 11.50
Project Build	Aerospace	Jan-12	1,000	-	\$ 50.00
Project Diez	Logistics	Apr-12	-	120,000	TBD
**Project Lift	Aerospace	Apr-12	576	90,000	\$ 15.00
Project Beta	Manufacturing	Jun-12	-	-	\$ 11.60
Project Once	Logistics	Sep-12	60	200,000	\$ 70.00
Project Flexible	Manufacturing	Oct-12	50	TBD	TBD
Project Ones	Manufacturing	Mar-13	25	22,500	\$ 1.30
Project Hearth	Manufacturing	Dec-13	35	52,180	\$ 1.00
Project Telescope	Manufacturing	Dec-13	15	73,000	\$ 2.50
**Project Blackhawk	Distribution	Feb-14	25	200,000	\$ 42.90
**Project Roll	Manufacturing	May-14	TBD	TBD	\$ 5.00
Project Element	Manufacturing	Oct-14	10	213,000	\$ 11.45
**Project Grohl	Manufacturing	Sep-14	56	10,000	\$ 2.00
Project Shell	Manufacturing	Sep-14	TBD	120,000	\$ 18.00
Project NextGen	Aerospace	Feb-15	180	50,000	TBD
**Project Atlas 5	Manufacturing	Jul-15	-	-	\$ 28.00
Project Exceptional	Manufacturing	Nov-15	75	TBD	\$ 100.00
Closed projects in the past 30 days					
Total			4,961	1,791,680	\$ 727,403

Economic Development
Business Retention and Expansion On-Site Visits Jan-Dec 2015

No.	NAME OF FIRM	CONTACT/TITLE	INTERVIEWED BY	DATE	TYPE OF BUSINESS
101	Dealers Electrical	Scott Bracey- President	Lunde, Zorn	12/14/15	Professional Services
100	Nearly Me Technologies	Johnny Snyder- President	Lunde, Stevens, Snell	12/14/15	Manufacturing – Medical devices
99	EOAC	Tina Gonzales, Sylvia Flores- Jumpstart	Lunde	12/11/15	Professional Services- Non Profit
98	Beard Kultgen Brophy and Bostwick	Julia Jurgensen- Partner	Lunde, Snell, Miller	12/10/15	Professional Services – Legal Services
97	P2 Emulsion	Gwen Bartsch- CFO	Lunde, Zorn, Miller	12/8/15	Manufacturing - Asphalt
96	Target Restoration Services	Justin Philpott- General Manager	Lunde, Stevens, Zorn, Miller	12/4/15	Professional Services
95	Wal-Mart Return Center	Taliesa Olivares- HR	Lunde, Windham, Miller	12/1/15	Supply Chain Management – Reverse Logistics
94	Edwards Machine and Tool	Ron Edwards- Owner	Lunde, Zorn	11/25/15	Manufacturing
93	Manitou- Americas	Martin Simard- Plant Manager Donna Machac- HR Manager	Lunde, Stevens, Zorn	11/24/15	Manufacturing
92	Industrial Rigging Service	Kim Woodliff- President	Lunde, Stevens, Zorn	11/20/15	Professional Services
91	D E Shipp Belting	Chase Singh- VP Plant Operations	Lunde, Stevens, Zorn, Snell	11/19/15	Manufacturing
90	American Amicable Life Insurance Company	Joe Dunlap- President	Lunde, Stevens, Zorn, Miller	11/18/15	Professional Services - Insurance
89	Diversified Product Development	Ray Fritel- President	Lunde, Zorn, Miller	11/16/15	Manufacturing
88	Insurors of Texas	George Chase- President	Lunde	11/16/15	Professional Services - Insurance
87	Grande Communications		Lunde, Zorn, Miller	11/9/15	Telecommunications
86	Behlen Country	Gary Lewis- Plant Manager	Lunde, Windham, Morris	10/27/15	Manufacturing
85	Alcoa Fastening Systems	Donna Griffin- HR Manager; Bart Preston- Director of Operations; Steve Mallery- HR Manager; Richard Glomb- Plant Controller	Lunde, Duncan, Zorn, Stevens, Windham	10/26/15	Manufacturing
84	Heart of Texas Electric Co Op	Rick Haile- CEO	Lunde, Zorn, Evans, Windham	10/26/15	Utilities – Electricity
83	CMC Alamo Steel	Marvin Turner- General Manager	Lunde, Stevens, Winsham	10/22/15	Manufacturing
82	Oncor Electric Delivery	Michael Baldwin- Southern Region	Lunde, Zorn	10/19/15	Utilities – Electricity

		Manager			
81	First Care	Chuck Walker- Executive Director	Lunde	10/16/15	Healthcare
80	Union Pacific	Roland Glenister	Lunde, Morris	10/14/15	Transportation and Logistics
79	Haggard & Stocking Associates Inc.	Matt Williams- Regional Manager	Lunde, Zorn	10/13/15	Logistics
78	Tractor Supply Distribution Center	Zach Depew- General Manager	Lunde, Stevens, Zorn	10/12/15	Logistics
77	Center for Occupation and Research Development	Richard Hinckley- President, CEO	Lunde	10/9/15	Professional Services - Research and Development
76	Central Texas Veterans Healthcare System	Melanie Pantoja- Associate Director of Customer Experience	Lunde	10/7/15	Healthcare
75	Master the Tail Wheel	Aaron Dabney- Owner	Lunde, Chiota	9/30/15	Aviation
74	Waco Tool and Die	James McBride- Owner	Lunde, Chiota	9/30/15	Manufacturing
73	Sherwin Williams	Tim Muckley, Brian Power	Collins	9/28/18	HEADQUARTER VISIT
72	Huckabee Inc.	Dr. Jeff Turner; Konrad Judd	Lunde, Zorn	9/16/15	Professional Services- Architecture
71	West End Roofing, Siding, and Windows	Ralph Aguinaga- Branch Manager	Lunde	9/10/15	Logistics- Distribution
70	College Coach Today	Rick Cochran- Founder and CEO Quintin Guinn- Senior Vice President Training and Education	Lunde	9/9/15	Professional Services
69	Lehigh Cement	Tom DeVecchio- Plant Manager	Lunde, Stevens, Zorn	9/2/15	Manufacturing- White Cement
68	Kingsdown Inc.	Mike Shoe- VP of Manufacturing	Lunde, Stevens, Kinnaird	8/31/15	Manufacturing- Mattresses
67	Birkeland Current	John Fitch- Owner	Lunde, Zorn	8/25/15	Research and Development
66	Merk General Contracting	David Mercer- Principal	Lunde	8/24/15	Student Housing/Real Estate Development
65	YMCA of Central Texas	Rodney Martin- Director	Lunde, Stevens, Snell	8/19/15	Non-Profit
64	General Dynamics IT Solutions	Terri Turley- Human Resources	Lunde	8/18/15	Healthcare- Call Center (Insurance Solutions)
63	The Healthcare Resort	Reid Jacobs- Resort CEO	Lunde	8/11/15	Healthcare- Assisted Living
62	Gage Telecom	Brian Curtis- President CEO; Roy MCGaugh- Sales Director	Lunde	8/6/15	Professional Services Telecommunication Providers
61	Fed Ex Ground	Brock Reinstein- Sr. Manager	Lunde, Stevens, Zorn, Miles	8/5/15	Logistics
60	Pruf Energy Solutions	Chris Sadler- Owner	Lunde, Stevens, Snell	8/5/15	Advanced Manufacturing- Electronics
59	Central Texas Litigation Support Services/Liberty	Kathy Burrow- CEO Mark Burrow-	Lunde, Zorn, Jones	8/3/15	Professional Services- Teleconferencing/Communications

	Virtual Office	Director of Sales and Marketing			
58	Profiles International	Randy Miller- Controller	Collins, Lunde, Stevens, Zorn	7/31/15	Professional Services- Education and Training
57	Central Texas Corrugated	Mark Vera- General Manager; Connie Rost- Controller	Lunde, Stevens, Zorn	7/30/15	Manufacturing- Paper Products
56	Gaumard Scientific	Melanie Chambers- Office Administrator	Lunde, Zorn	7/28/15	Medical Equipment and Supplies Manufacturing
55	Easy Gardener	Wayne Weinkauff- Director of Plant Operations	Collins, Lunde, Zorn, Stevens, Fisseler	7/27/15	Textile Manufacturing
54	Advanced Prosthetic Research- Waco	Jan Morgan Gainer- GM	Lunde, Zorn, Stevens	7/27/15	Consulting Services: Health
53	Carpenters Bus Centers	Weston Nichols- General Manager	Lunde	7/23/15	Specialty Contractors
52	Brazos Electric Power Cooperative	Heidi Beard- Human Resources Khaki Bordovsky	Lunde, Zorn, Snell	7/20/15	Electric Power Transmission and Distribution
51	Interview Stream	Justin Green- CFO	Lunde, Stevens, Zorn, Windham	7/16/15	Professional Services- Technology
50	Swan Products	Lorraine Fischer- PHR	Collins	7/15/15	HEADQUARTER VISIT
49	Khoury Inc	Greg Khoury- President	Lunde, Stevens, Zorn	7/1/15	Manufacturing- Lumber and Plywood Product
48	Lockwood, Andrews, & Newman Inc.	Tom Ray- General Manager	Lunde	6/30/15	Professional Services- Engineering
47	Romark Logistics	Marc Lebovitz- Owner and President Amy Lebovitz	Collins, Richter	6/12/15	HEADQUARTER VISIT: Logistics
46	L3 Communications	Kevin Weiss- VP of Human Resources	Collins, Richter	6/12/15	HEADQUARTER VISIT: Defense
45	Darr Equipment	James Goldsmith- Waco Regional Manager	Lunde	6/12/15	Retail Services/ Equipment Rentals
44	Down to Earth Technologies	Mark Arnsman- Co Owner	Lunde	6/9/15	Professional Services: Technology
43	Merrick Engineering	Reza Ziaei- Plant Manager	Lunde, Zorn	6/5/15	Advanced Manufacturing Plastic Injection and Molded Metal Products
42	CF Supply	Odie Taylor- General Manager	Lunde, Duncan, Zorn	5/14/15	Retail Services – Construction Products
41	SMG- McLane Stadium	Scott Neal- General Manager	Lunde, Zorn	5/14/15	Tourism - Venue Management
40	Wardlaw Claims	Jeff Keahey- VP of Business Operations	Lunde, Stevens, Zorn, Duncan	5/13/15	Professional Services – Insurance Adjustment
39	HEB	Ed Page- Regional Operations Manager	Lunde, Stevens, Zorn	5/12/15	Retail Services - Grocers
38	Summit Dental Lab	Glenda Jones- Business Manager	Lunde, Zorn	5/12/15	Healthcare – Dental Services
37	Wesley Woods Health and Rehab Center	Chris Johnson- Administrator	Lunde, Kinnaird	5/7/15	Healthcare – Rehabilitation
36	Cenikor	Jerry Hall	Lunde, Zorn	5/4/15	Healthcare – Addiction Rehabilitation

35	Waco Foot and Ankle	Andrew Szanto	Lunde, Zorn	5/4/15	Healthcare – Physician Services
34	CAT Logistics	Bryant Lunt	Lunde, Stevens, Zorn	4/30/15	Supply Chain Management - Logistics
33	Graybar	Jared Ferrel	Lunde, Zorn	4/29/15	Wholesale Distribution
32	CAT Inc. Distribution Center	Andrew Pick	Lunde, Zorn, Stevens, Snell	4/28/15	Supply Chain Management – Logistics
31	Britco Structures	Brent Morgan- President	Lunde, Stevens, Zorn	4/27/15	Manufacturing - Modular Buildings
30	CAT Work Tools	John Vizner- Business Transformation Pat Weisser- Facility Manager	Lunde, Stevens, Meadors, Duncan, Kinnaird	4/23/15	Advanced Manufacturing – Construction tools
29	Pilgrim's	Matthew Clawson- Operations Sheila Morgan- Human Resources	Lunde, Stevens	4/22/15	Advanced Manufacturing – Food Products
28	Sonoco	Rick Brzezinski- Plant Manager Carol Brown- Administrative Manager	Lunde, Stevens, Zorn	4/16/15	Advanced Manufacturing – Flexible Packaging
27	FLAMCO	Peter Alderman	Lunde, Stevens, Zorn	3/30/15	Manufacturing
26	Baker Distributing	Stewart Evans	Lunde	3/27/15	Supply Chain Management: Logistics Services
25	CTS All Points Communication	Justin Sutton- Account Manager	Lunde, Morgan	3/26/15	Communication Service Provider
24	Vossloh Fastening Systems	Fred Brooks- Plant Manager	Collins, Lunde	3/15/15	Advanced Manufacturing: Rail Fasteners
23	Fed Ex Freight	Randy Snow	Lunde, Snell	2/27/15	Supply Chain: Logistics Services
22	Puremco Fun and Games	Donna Sanders- President	Lunde, Snell, Cervenka	2/25/15	Manufacturing: Dominoes
21	RAM Aircraft	Brian Adamik- President and CEO	Lunde, Stevens, McKinney, Connally	2/24/15	Aerospace: General Aviation
20	Manpower	Bryant Lucio- Branch Manager	Lunde, Zorn, McKinney, Connally	2/24/15	Professional Services: Staffing
19	Stifel	Joe Bozarth- First Vice President	Lunde, Stevens	2/19/15	Professional Services: Financial Services
18	FreeFlight Systems	Kayla Spence- HR Manager Lesly Hazelton- CFO	Collins, Lunde	2/18/15	Aerospace: Avionics
17	Dr Pepper Bottling	Michael Haferkamp	Lunde, Windham	2/16/15	Supply Chain Management: Beverage Distribution
16	Automatic Chef Canteen	Patrick Meleton- Chief Operating Officer	Lunde	2/13/15	Supply Chain Management: Vending Support Services
15	Skate World	Barbara Luas	Collins, Lunde	2/11/15	Entertainment
14	CSL Plasma	Michael Pate- Center Manager Janet Jenkins- Assistant Center Manager	Lunde	2/10/15	Healthcare: Plasma Donation Center

13	1519 Surveying	Aaron McMillan- Vice President	Lunde, Stevens, Windham	2/9/15	Professional Services: Surveying and Mapping
12	EGM Tech	Gus Welter- President, Owner	Lunde, Zorn, Windham, Stevens, McGowan, Henderson	2/9/15	Professional Services: Software, IT
11	Let's Gel	Robb McMahan- CEO Zac Fellabaum- CFO	Collins	2/3/15	HEADQUARTER VISIT: Manufacturing: Plastics
10	Texas Aero Corporation	Billy Meyer	Lunde, Richter	1/30/15	Aviation: Aircraft Engineering
9	Packaging Corporation of Waco	Jeff Slick- Plant Manager	Collins, Harrison	1/29/15	Advanced Manufacturing: Corrugated and Solid Fiber Box Manufacturing
8	Reidel Imaging	Bruce Reidel	Lunde, Perry	1/28/15	Healthcare: Medical Equipment & Servicing
7	Accucast	Kirit Daftary- Partner	Lunde, Zorn	1/27/15	Supply Chain: Metal Merchant Wholesaler
6	Crawford Austin Properties	Gordon Harriman- President	Lunde	1/26/15	Professional Services: Commercial Real Estate Management
5	Clinical Pathology Laboratories	Conrad Knudson- Regional Manager	Lunde, Zorn, Snell	1/26/15	Healthcare: Laboratory Services
4	Greater Waco Insurance Solutions	Beverly Stiba- Owner	Lunde	1/23/15	Professional Services: Healthcare Insurance Broker
3	Time Manufacturing	Charles Wiley- President; Don Fratus- Plant Manager	Lunde, Meadors, Harrison, Kinnaid	1/22/15	Advanced Manufacturing: Aerial Lift Vehicles
2	Coca Cola Refreshments	Trina Coggins- Plant Manager	Lunde, Fisseler, Harris, Zorn	1/22/15	Advanced Manufacturing: Beverages
1	ELCO Powder Coating	Billy Gaines- Owner	Lunde, Zorn	1/21/15	Supply Chain: Powder Coating

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - OPERATING & ADMINISTRATIVE EXPENSES
FOR THE MONTH AND ELEVEN MONTHS ENDED NOVEMBER 30, 2015 & 2014

	2015			2014		YTD VAR FAV (UNFAV)
	Total Budget	Month	YTD	Month	YTD	
OPERATING EXPENSES						
Automobile	\$8,200	\$785	\$9,652	\$750	\$8,964	(\$688)
Bookkeeping and audit	18,000	873	16,325	867	15,875	(450)
Building maintenance & supply	27,000	3,057	21,008	1,955	21,955	947
Depreciation	1,600	127	1,400	180	1,984	584
Equipment maintenance & supply	1,000	0	523	0	412	(111)
Equipment rental	10,500	877	9,418	587	9,260	(158)
Insurance	28,000	4,612	23,926	0	19,564	(4,362)
Interest	0	0	0	0	0	0
Office supplies	2,500	145	2,043	125	1,975	(68)
Postage	3,000	17	573	21	401	(172)
Printing & stationery	1,000	262	1,378	0	699	(679)
Public Improvement District Taxes	0	0	0	0	0	0
Rent expense	0	0	0	0	0	0
Resource materials	1,500	0	48	0	79	31
Security	0	122	707	0	470	(237)
Technology support	8,000	622	5,968	1,432	8,406	2,438
Telephone	10,000	851	9,853	997	8,900	(953)
Utilities	22,000	1,466	18,670	1,550	19,178	508
Miscellaneous expense	0	0	0	0	0	0
TOTAL OPERATING EXPENSES	\$142,300	\$13,816	\$121,492	\$8,464	\$118,122	(\$3,370)
ADMINISTRATIVE EXPENSES						
Bank charges	\$500	\$0	\$0	\$0	\$0	\$0
Bank card fees	0	0	0	0	0	0
Civic & social organizations	500	0	0	0	0	0
Group insurance	28,000	1,434	19,181	1,818	22,210	3,029
Management development	2,500	0	4,115	0	796	(3,319)
Professional affiliations	1,000	500	2,565	0	1,750	(815)
Professional services	0	0	397	0	5	(392)
Public relations & goodwill	1,000	134	3,156	90	1,162	(1,994)
Exec. search & relocation	0	0	0	0	0	0
Wages, P/R taxes & retirement	409,678	36,400	385,437	36,148	343,332	(42,105)
TOTAL ADMINISTRATIVE EXPENSES	\$443,178	\$38,468	\$414,851	\$38,056	\$369,255	(\$45,596)

See independent accountant's compilation report.

GREATER WACO CHAMBER OF COMMERCE
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See independent accountant's compilation report.

ECONOMIC DEVELOPMENT

Economic Development	1.0	Engage and develop investors and connect Economic Development partners to advise the implementation of Next Level Strategy goals.							
Economic Development	1.1	Establish Momentum Partnership routinely connecting City, County, W/F, Baylor, DDC and Investors	Launch Momentum Partnership	50 investors and stakeholders attended roundtable and reception on April 30 to launch the Momentum Partnership					Meadors
Economic Development	1.2	Develop and engage Momentum Investors	Create investors relation program to recognize, retain and collect existing investment pledges and generate \$200,000 additional investment	Momentum Partnership is launching to recognize, retain, collect and add investors					Meadors
Economic Development	1.3	Implement and track progress of Next Level Strategy	Report semi-annual progress of Next Level Strategy to Momentum Investors	First 2015 report presented in May					Meadors
Economic Development	2.0	Build Greater Waco economic development capacity through increased collaboration among and creation of resources to support economic development in McLennan County communities							Morris
Economic Development	2.1	Support Waco MSA regional communities and projects through Area EDC	Complete 8 AEDC meetings with ED-focused topics	7 AEDC meetings completed: Buxton on Retail Recruitment, Hewitt PD, Economic Index, Accidental Opportunity, SBDC/MCC Training, Real Estate trends, State Marketing					Morris
Economic Development	2.2	Assist Greater Waco communities in target markets and ED resources	Respond to at least 25 regional community ED assistance requests	3 community assistance requests in November, 25 year to date					Morris
Economic Development	2.3	Build regional community capacity by supporting target industry and ED strategies	Actively participate in 4 regional strategy projects	4 communities to help identify, prepare for, and market to target industry including the City of McGehee (Business Park development), City of Hewitt (planning and ED program), and Beltoned (B/E and retail program), City of Temple (Logistics Planning)					Morris
Economic Development	3.0	Create collaboration that attracts increased economic activity and advances Central Texas as next major region in the Texas Triangle	Publicly launch Grand Central Texas Partnership and develop strategies related to economic development, workforce development and public policy advocacy	Economic Development partnership under way. Workforce and Public Policy initiatives in development					Collins
Economic Development	3.1	Create Central Texas "Regional Collaborative" anchored by Waco, Temple-Killeen	Develop priorities to ensure region's competitiveness	Discussions underway to identify and certify mega-sites within the region					Collins
Economic Development	3.2	Initiate regional planning for strategic infrastructure and mega-site industries to attract major investments							Collins
Economic Development	4.0	Attract 5 new companies and 5 expansions, announcing 600 jobs, \$100MM capital investment and \$50,000 square feet of real estate activity	5 new recruitment and 5 new expansion projects	1 new recruitment projects and 5 expansion project announced					Collins
Economic Development	4.1	Announce business recruitment and expansions in Greater Waco	Announce 500 new jobs	136 new jobs announced, and an active project pipeline of 4,961 jobs as of December					Collins
Economic Development	4.2	Attract new jobs in target industries	Announce projects totaling \$80MM in investment	\$87.75MM capital investment announced and an active project pipeline of \$177.05MM as of November					Collins
Economic Development	4.3	Create new investment in Greater Waco	Announce 500,000 square feet of construction/absorption	600,000 square feet of space have been absorbed/constructed, and there is an active project pipeline of 3.2 million square feet as of October					Collins
Economic Development	4.4	Announce new construction or absorption of square footage in Greater Waco							Collins
Economic Development	5.0	Generate relationships with target industries and consultants through 50 outbound marketing events	50 total outbound marketing events	4 event in November and 48 year to date					Collins, Richter
Economic Development	5.1	Build market awareness through marketing missions, consultant forums, and all outbound events	10 real estate events (CTCAR, MTCAR, CoReVet)	2 events in December and 8 year to date					Morris
Economic Development	5.2	Increase Greater Waco's exposure through regional real estate-networks	6 events with Team Texas, Texas One, TEDC, MEDIA and Central Texas partners	3 Texas/regional event in November and 12 year to date					Richter, Morris
Economic Development	5.3	Develop and promote regional brand that attracts increased economic activity in target industries, innovation, higher education, health care and defense anchors	4 regional or national Trade Shows, Waco delegation at 1	1 event in November and 9 year to date, including Waco delegation to SHOT Show, Plastic West/East, Select USA Summit, Army Aviation, MO Americas, and Space Tech Expo, Logistics Forum, NBA					Collins, Richter
Economic Development	5.4	Promote Greater Waco to target industry associations and trade shows							

December Progress Report 2015

Economic Development	6.0	Identify and respond to opportunities to attract high-wage employers by generating 155 leads, developing 120 proposals and 50 inbound site visits in Greater Waco	Generate 155 leads	8 leads generated in November and 150 total year to date	In progress	Collins
Economic Development	6.1	Develop new leads through business development efforts and industry contacts	Prepare and submit 120 proposals	8 proposal responses submitted in November and 99 total year to date	In progress	Morris, Richter
Economic Development	6.2	Respond to qualified leads with customized proposals	Lead 50 inbound site visits	4 site visit were conducted in November and 53 total year to date	exceeding	Collins, Morris
Economic Development	6.3	Facilitate and lead prospects and consultants in site visits to Greater Waco				
ECONOMIC DEVELOPMENT						
Economic Development	7.0	Market to Target Industries identified in Strategic Plan, engage local Target Industries through alliances focused on talent development in aviation, advanced manufacturing, healthcare and supply chain	Launch 2 campaigns generating 4 qualified leads	Events and campaigns planned in 2015, aviation (NEAA and MARC-13) and professional services sectors utilizing targeted lead generation, working with developer to construct new office building to attract professional and financial services companies. Awarded (NEAA) in Las Vegas, NV with 9 leads.	In progress	Richter
Economic Development	7.1	Generate proactive, major projects through the creation of target industry campaigns and products such as "Inland port", "major aerospace", "highlyskilled" and "professional services"	Quarterly Meetings of GWMA, collaborate on public policy and business development	Meeting conducted on April 15 - 29, attendees: October 6, December 16 Felix Chido - new chairman of alliance.	complete	Lunde
Economic Development	7.2	Conduct engaged meetings and build collaboration opportunities for members of the Greater Waco Aviation Alliance	Quarterly Meetings of AIM with 10 firms each, launch talent recruitment and training initiatives	Meeting held June 23, September 22, December 15 next meeting to be scheduled for September 22	complete	Lunde
Economic Development	7.3	Conduct engaged meetings and build collaboration opportunities for members of the Aerospace Industry Managers; Establishment of sustainability subcommittee	Quarterly Meetings of Health Care Alliance, new membership development	Reevaluation of alliance underway	In progress	Lunde
Economic Development	7.4	Conduct engaged meetings and build collaboration opportunities for members of the Healthcare Alliance	Quarterly Meetings of SCA	Reevaluation of alliance underway	In progress	Lunde
Economic Development	7.5	Conduct engaged meetings and build collaboration opportunities for members of the Supply Chain Alliance	400 attendance, net \$30,000 for aviation programs and scholarships	2015 event held Sept. 2015; 400 attendees; \$35,000 in revenue generated for scholarships and marketing funds specific to aviation & aerospace	In progress	Collins
Economic Development	7.6	Freedom Bell			meeting	Collins
Economic Development	8.0	Act on opportunities and address challenges identified thru 100+ annual Business Retention and Expansion visits and 6 corporate headquarter visits	100 on-site visits	7 on site visits in December; 101 visits to date	complete	Lunde
Economic Development	8.1	Conduct on-site BRE visits in target industry sectors	6 corporate headquarter visits	0 HQ Visit in December; 5 to date	In progress	Lunde, Collins
Economic Development	8.2	Conduct corporate headquarter visits with key decision-makers outside of McLennan County	20 BRE leads; 5 closed projects	0 BRE leads in December; 9 to date	In progress	Lunde
Economic Development	8.3	Generate expansion and attraction leads through BRE contacts	Assist with 90 business climate issues	16 business assistance requests in December; 96 year to date	In progress	Lunde
Economic Development	8.4	Assist in maintaining a positive business climate in Greater Waco	Recognize one target industry annually; Recognize Corporate Headquarters, Business Expansions & New Business attraction in Greater Waco	Corporate Appreciation held May 19, 2015. Was hosted at Hawaiian Falls, Industry Appreciation recognizing Logistics tentatively scheduled for November 13 2015	complete	Lunde
Economic Development	8.5	Industry Appreciation				
Economic Development	9.0	Create sensible, sustainable urban development opportunities in Greater Downtown Waco	Break ground on 300 residential units	1005 units in active project pipeline	exceeding	Collins
Economic Development	9.1	Promote Residential Development in Greater Downtown	Attract \$100 million in development	\$1,1900B in active pipeline.	In progress	Collins
Economic Development	9.2	Recruit mixed-use, cultural and business developments to Greater Downtown and the mefront	Promote RFP for river front development and secure commitment of development partner	Catalyst selected by City to move forward with potential development	meeting	Collins
Economic Development	9.4	Work with partners to break ground on first mefront mixed-use project and new amenities				

Minutes
Board of Directors Meeting
 Greater Waco Chamber of Commerce
 Wednesday, December 9, 2015

McClinton Auditorium
 Baylor University

1) Call to Order

Chairman Glenn Robinson called the meeting to order.

2) Welcome

Mr. Robinson opened the meeting with inspirational quotes from Albert Einstein, John Goodnight and Anonymous. Mr. Robinson introduced Terry Maness, Dean of Baylor University Hankamer School of Business. Dean Maness described the process of creating Baylor's Paul F. Foster Campus for Innovation from inception and planning to completed construction. Today, the campus is a hub of activity with space for 4,100 students, multiple classrooms, 36 small meeting rooms, banquet hall and food concessions, plus lobby seating for individuals and groups within the 275,000 square foot structure.

3) Consent Agenda (Action)

- a) Minutes: Mr. Robinson reviewed the minutes of the November 18, 2015 board meeting.
- b) Membership Report: Mr. Robinson asked the board to review the membership report which indicates 9 new members during November, 2015 compared to 6 in the same time period for 2014. Total of member dollars received through November 30, 2015 is \$789,969 compared to the same time period 2014 total of \$781,531. The Consent Agenda was approved on a motion by Mr. Tullis/ Mr. Roye.

4) Financial Report (Action)

Linda Beasley gave a brief presentation of financials through October 31, 2015.

October 31, 2015 Statement of Net Assets

Revenue:

Total Revenue is up \$105,826 over 2014

Expenses:

Total Expenses are up by \$180,762

Net Excess Revenue (Expenses) is up YTD (\$74,936)

The financial report was approved on a motion by Ms. Schwartz /Mr. Nelson.

5) President's Report

Matt Meadors gave updates on the Build Greater Waco campaign progress, saying he had \$2.7 million in confirmed pledges, another \$875,000 in asks of which he is confident of at least \$400,000 coming in. He added that the requests will continue into the first quarter of 2016. He thanked Mr. Robinson for his excellent work as board chairman and thanked all those attending the recent Strategic Plan Retreat.

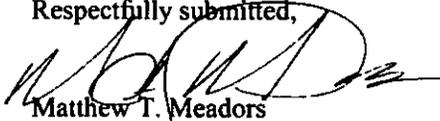
a) Economic Development Report

Kris Collins reported that industry interest in the Greater Waco MSA remains strong this year with a 45-project pipeline of 21 attraction projects and 24 expansion projects—representing 5,060 potential jobs, over \$3.3 million square feet of real estate and more than \$720 million in

Minutes
Board of Directors Meeting
Greater Waco Chamber of Commerce
Wednesday, December 9, 2015
Page 2

- capital investment. For November 2015, she said there were 8 attractions inquiries, 4 onsite attractions visits, 8 proposal/ site plans submitted, 11 existing business assists, 8 business retention visits and 4 business development events.
- b) **Public Policy Report**
Jessica Attas gave updates on recently passed legislation, including the FAST Act (Fixing America's Surface Transportation), and Senate Bill 1177 bill titled ESEA (Elementary & Secondary Education Act) which takes the place of the expired Every Student Succeed Act and provides permanent grant funding for pre-school development. She added they would know on Friday if Omnibus Bill 2016 passed.
- c) **Organizational Development Report:** Linda Beasley directed the group's attention to the roster of events on page 2 of the board packet.
- 8) Closing business and Chair's Comments**
Mr. Robinson thanked Dean Maness for hosting the board meeting and wished everyone a Merry Christmas and Happy Holidays.
- 9) Adjournment**
With no further business, the meeting was adjourned at 11:30 a.m.

Respectfully submitted,



Matthew T. Meadors
President & CEO

Committee Attendance Sheet

2016 Board of Directors

Meeting Date
/ /

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Ashley Allison	Waco Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ David Anderton	Integ Printing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Aynesworth	Southwestern Commercial Properties, L.L.C. <i>tentative</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ Michael Baldwin	Oncor Electric Delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ Scott Bland	Jim Bland Construction, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tate Christensen	Barsh Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ Kyle Citrano	George's Restaurant & Bar #2 A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Davenport	H-E-B <i>Out of Office ret 1-13</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tommye Lou Davis	Baylor University <i>conflict</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
✓ John Deaver	Deaver and Deaver	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lauren Dreyer	SpaceX <i>declined</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Penny Dulock	First Title Company of Waco, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cary DuPuy <i>email per d att.</i>	DuPuy Oxygen & Supply Co., Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brett Esrock	Providence Healthcare Network	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ Will Fair	Home Abstract & Title Co. A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Greene	Tejas Logistics System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Groves	Trane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Holmes	FirstCity Financial Corp.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bernadette Hookham	RBDR, PLLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kary Lalani	Homewood Suites by Hilton-Lalani Lodging, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan Lindsey	Oldcastle Materials, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Mason	American Guaranty Title	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aaron McMillan	1519 Surveying, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Nelson	Community Bank & Trust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph Nesbitt	Central National Bank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ Colin O'Neill	Fulbright Winniford, A Professional Corporation A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Otis	National Lloyds Insurance Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
✓ Parker Pieri	The Dwyer Group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

~~Donna Doulson~~

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Weldon Ratliff	Ratliff Ready-Mix, LP <i>declined</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Reynolds	Extraco Banks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glenn Robinson	Baylor Scott & White Medical Center - Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Roye <i>email att to Jake</i>	Chick-fil-A on Franklin Avenue and Chick-fil-A at Richlar <i>A</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loren Schwartz	Merrill Lynch Wealth Management <i>A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alfred Solano	Texas Document Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Spelman	Jon W. Spelman Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ford Taylor	Wm. Taylor & Co. <i>A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ted Teague	Allen Samuels Dodge Chrysler Jeep Ram Fiat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Tekell	Tekell & Atkins, L.L.P.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Tullis	Capstone Mechanical <i>A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shane Turner	Kunkel Construction, Inc. <i>A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Vizner	Caterpillar Work Tools <i>A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gary Vogel	Vogel Financial Group <i>A</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Enid Wade	Scott & White Healthcare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Jed Walker	Walker Partners	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Hal Whitaker	Englander DsignPak, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AGENDA: FEBRUARY 2, 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. 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 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 | Information Only |
| 2. Discussion re: Capital Expenditures: including Discussion re: the Time Schedule for Capital Outlay / Recommendations from the Finance Committee Regarding the Spending Policy / Equipment Financing, related matters | None |
| 3. Discussion re: County Property, 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 / Discussion regarding Lincoln City Road Flooding and Matters Related Thereto | Discussion Only |
| 4. Discussion re: Texas Department of Transportation: including Discussion re: Rural/Public Transportation, related matters | None |
| 5. Discussion re: Department Head Reviews | None |

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 2 day of February, 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.

Report Date:	1/29/2016
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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

Total Client's in lieu of Jail:	56
Total Indigent Client's:	36
Total Double Client's:	29
Client's:	335
Total Client's:	364

<u>GPS Totals:</u>	
Sheriff:	56
CSCD:	2
COB:	18
Felony:	3
Other:	2
PTIP:	0
Child Support:	0
Total Clients:	81

<u>SCRAM CAM Totals:</u>	
Sheriff:	1
CSCD:	14
COB:	0
Felony:	0
Other:	3
PTIP:	6
Child Support:	0
Total Clients:	24

<u>SCRAM Remote Breath Totals:</u>	
Sheriff:	9
CSCD:	28
COB:	0
Felony:	0
Other:	6
PTIP:	50
Child Support:	0
Total Clients:	93

<u>Soberlink Totals:</u>	
Sheriff:	0
CSCD:	4
COB:	0
Felony:	0
Other:	1
PTIP:	1
Child Support:	0
Total Clients:	6

<u>Drug Patch Totals:</u>	
Sheriff:	17
CSCD:	9
COB:	0
Felony:	0
Other:	0
PTIP:	7
Child Support:	0
Total Clients:	33

<u>UA Totals:</u>	
Sheriff:	4
CSCD:	0
COB:	3
Felony:	0
Other:	0
PTIP:	91
Child Support:	0
Total Clients:	98

<u>Judge Totals: (House Arrest Only)</u>			
<u>Judge Cates</u>		<u>Judge Freeman</u>	
GPS	49	GPS	7
SCRAM CAM	1	SCRAM CAM	0
SCRAM RB	9	SCRAM RB	0
Soberlink	0	Soberlink	0
Drug Patch	17	Drug Patch	0
UA	4	UA	0
Indigent	29	Indigent	7
Total in lieu of Jail:	49	Total in lieu of Jail:	7
Double:	29	Double:	0

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
Beard, Patrick W	2079364375	10/15/2015		Scram RB		5/18/2016	5/24/2016
Brawley, John	2079325101	11/19/2015	Indigent	DP		2/15/2016	2/21/2016
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
Cominsky, Shawna M	2079367439	1/7/2016	Indigent	DP		4/3/2016	4/9/2016
Degrate, 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
Dominguez, Juan C	2079367449	1/7/2016			Mid-Level	3/19/2016	3/25/2016
Elwood, Windy M	2079349523	1/6/2016	Indigent	DP		2/2/2016	2/5/2016
Farr, Joshua A	2079368256	1/28/2016	Indigent			3/16/2016	3/22/2016
Galbert, Tori R	2079345989	11/20/2015	Indigent	DP		1/29/2016	2/5/2016
Garcia, Johnny G	2079367680	1/14/2016	Indigent	UA		2/23/2016	2/29/2016
Gonzales, Larry Jr.	2079367796	1/19/2016		UA		3/3/2016	3/10/2016
Green, Earvin J	2079366342	12/3/2015		UA		1/29/2016	2/4/2016
Harmon, Christopher D	2079368244	1/28/2016	Indigent	DP		5/4/2016	5/14/2016
Harrison, Kristi R	2079367276	12/31/2015	Indigent	DP		3/28/2016	4/4/2016
Hocking, Kimberly A	2079366609	12/10/2015	Indigent			2/20/2016	2/26/2016
Hubbard, Jimmy F	2079366370	12/3/2015	Indigent			2/14/2016	2/20/2016
Jackson, Myron T	2079367434	1/7/2016		Scram RB		3/5/2016	3/15/2016
Jenkins, Tanaylia V	2079355578	12/18/2015				3/15/2016	3/15/2016
Johnson, Leonard C	2079365896	11/19/2015	Indigent			2/15/2016	2/21/2016
Jones, Mariiyn J	2079367445	1/7/2016	Indigent			2/18/2016	2/24/2016
Kato, Nicholas A	2079345109	1/15/2016	Indigent	DP		3/20/2016	3/25/2016
Landrum, Richard T	2079368053	1/25/2016		UA		3/23/2016	3/29/2016
Lathern, Candice M	2079367731	1/15/2016	Indigent	Scram RB		3/2/2016	3/4/2016
Linder, Trey L	2079367667	1/14/2016				4/11/2016	4/17/2016
Luera, Orlando A	2079367429	1/7/2016	Indigent	DP		2/11/2016	2/17/2016
Miller, Donnie	2079343829	1/28/2016	Indigent			3/11/2016	3/17/2016
Morris, Brandi L	2079366144	11/25/2015	Indigent	DP/ Scram RB		2/1/2016	2/1/2016
Moseley, Benson L	2079366371	12/3/2015		DP		2/13/2016	2/20/2016
Nicholes, Shakierra	2079345026	1/8/2016	Indigent	DP		3/21/2016	3/28/2016
Nunez, Marissa D	2079357355	1/8/2016	Indigent			3/21/2016	3/27/2016
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
Russell, Lewis J	2079367482	1/8/2016	Indigent			3/20/2016	3/26/2016
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
Sedberry, Willie T	2079367727	1/15/2016	Indigent			3/24/2016	4/1/2016
Sharp Jr., Francis M	2079344505	1/7/2016		Scram RB		3/20/2016	3/30/2016
Simmons, Susan L	2079367675	1/14/2016	Indigent	DP/ Scram RB		4/18/2016	4/26/2016
Smith, Kevin B	2079367436	1/7/2016	Indigent			2/24/2016	3/2/2016
Sullivan, Christopher Kirk	2079365319	11/5/2015	Indigent			1/30/2016	2/5/2016
Trate, Hannah R	2079367647	1/13/2016		DP		3/26/2016	4/5/2016
Trevino, Rafael	2079335703	1/7/2016		DP		8/5/2016	8/12/2016
Urbino, Francisco E	2079367527	1/11/2016		Scram RB		4/7/2016	4/13/2016
Walton, Lazarea T	2079343904	12/11/2015	Indigent	UA		2/19/2016	2/28/2016
Williams, Tara N	2079367446	1/7/2016	Indigent			2/19/2016	2/25/2016
Willis Jr., Johnny D	2079349165	1/8/2016	Indigent			5/16/2016	5/23/2016

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
Garcia, Albert	2079368067	1/25/2016	Indigent			2/25/2016	3/2/2016
Hardin, Justin C	2079344862	12/18/2015	Indigent			4/8/2016	4/17/2016
Malone, Linda	2079344260	1/8/2016	Indigent			2/17/2016	2/25/2016
Morris, Charley K	2079366925	1/14/2016	Indigent			2/26/2016	3/4/2016
Terrell, Ryan L	2079367398	1/6/2016	Indigent			1/30/2016	2/6/2016
Wright, April L	2079368257	1/28/2016	Indigent			2/18/2016	2/24/2016

Other Clients:

Felony:

<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>
Barnett, Denny H	2079367661	1/13/2016	Indigent				
Patterson, Sharonica S	2079365741	11/16/2015	Indigent			2/6/2016	2/6/2016

Condition of Bond:

<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>
Arnold, Jay	2079337597	1/6/2014					
Chambers, George B	2079367713	1/15/2016					
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					
Pilkington, 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
Moore, Anjanette
White, Robert L

2079364498 10/19/2015
2079366946 1/19/2016
2079368201 1/27/2016

Bell County
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
Jackson, Myron T	2079367434	1/7/2016		Scram RB		3/5/2016	3/15/2016
Lathern, Candice M	2079367731	1/15/2016	Indigent	Scram RB		3/2/2016	3/4/2016
Morris, Brandi L	2079366144	11/25/2015	Indigent	DP/ Scram RB		2/1/2016	2/1/2016
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
Sharp Jr., Francis M	2079344505	1/7/2016		Scram RB		3/20/2016	3/30/2016
Simmons, Susan L	2079367675	1/14/2016	Indigent	DP/ Scram RB		4/18/2016	4/26/2016
St. John, Kandi	2079364653	10/22/2015	Indigent	Scram CAM		3/18/2016	3/28/2016
Urbino, Francisco E	2079367527	1/11/2016		Scram RB		4/7/2016	4/13/2016

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>
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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		
Flanary Jr., Ronald E	2079360286	11/24/2015		Scram CAM	Bell County		
Frank, Joshua R	2079367543	1/11/2016		Scram CAM	Bell County		
Jackson, Gail	2079365713	11/16/2015		Scram CAM	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

CSCD:

CABRALES, NATALIO	2079352372	9/25/2015
Castillo, Elisa	2079365838	1/19/2016
Dunn, Patrick C	2079353858	12/11/2015
Enriquez-Jerez, Marco	2079355514	12/28/2015
Fischer, Jeremy	2079358774	8/26/2015
Hardin, Anita L	2079350355	1/22/2016

RB

CSCD:

Alexander, James C	2079367468	1/8/2016
Anthony, Jessica	2079360679	7/10/2015
Bloom, Brandi	2079350888	1/14/2015
Callaway, Kenny M	2079367459	1/7/2016
Delaney, Kristen J	2079349262	11/6/2015
Fisher, Demear	2079358002	10/19/2015

Hyland Jr., Franz	2079355580	9/25/2015
Matus, Keith	2079351230	3/17/2015
Nelson, Joyce J	2079344370	11/19/2015
Ramirez, Monica	2079332846	7/6/2015
Resendez, Roberto	2079347983	9/4/2015
Sczesny, Johnna	2079349429	7/10/2015
Symthe, Derek	2079357440	8/24/2015
Watson, Bradley	2079351438	7/16/2015

Fritsche, Randall A	2079359878	1/5/2016
Garcia, Elias	2079367668	1/14/2016
Garcia, Michael A	2079343478	7/17/2015
Hall, Tyler C	2079345864	9/11/2015
Hardy, Taylor W	2079366372	12/3/2015
Hernandez, Emiliano	2079354329	12/30/2015
Hurtado, Charles A	2079367442	1/7/2016
Johnson Jr., Robert	2079350163	6/25/2015
Martinez, Rodrigo P	2079343577	8/21/2015
Martinez, Salvador C	2079362272	10/12/2015
Moreno, Humberto	2079365197	12/18/2015
Nino, Enrique	2079367318	1/4/2016
Patena, Ricardo S	2079364617	1/4/2016
Sanchez, Ricardo A	2079368047	1/25/2016
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:

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
Cominsky, Shawna M	2079367439	1/7/2016	Indigent	DP		4/3/2016	4/9/2016
Elwood, Windy M	2079349523	1/6/2016	Indigent	DP		2/2/2016	2/5/2016
Galbert, Tori R	2079345989	11/20/2015	Indigent	DP		1/29/2016	2/5/2016
Harmon, Christopher D	2079368244	1/28/2016	Indigent	DP		5/4/2016	5/14/2016
Harrison, Kristi R	2079367276	12/31/2015	Indigent	DP		3/28/2016	4/4/2016
Kato, Nicholas A	2079345109	1/15/2016	Indigent	DP		3/20/2016	3/25/2016
Luera, Orlando A	2079367429	1/7/2016	Indigent	DP		2/11/2016	2/17/2016
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
Nicholes, Shakierra	2079345026	1/8/2016	Indigent	DP		3/21/2016	3/28/2016
Pastrana, Matthew E	2079364927	10/29/2015	Indigent	DP		1/25/2016	1/31/2016
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
Trate, Hannah R	2079367647	1/13/2016		DP		3/26/2016	4/5/2016

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>
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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					
Oneal, Richard	2079366355	12/3/2015					
Romero, Lorena N	2079353514	12/4/2015					
Schafer, Robert I	2079364376	10/15/2015					
Smith, Reginisha N	2079359703	1/19/2016					
Walker, Ann K	2079366133	11/25/2015					
Williams, Alisha L	2079350042	9/18/2015					
Wilson, Christopher L	2079366140	11/25/2015					

Milam County

UA 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>
Degrate, Dennis	2079366027	11/23/2015		UA		2/19/2016	2/25/2016
Garcia, Johnny G	2079367680	1/14/2016	Indigent	UA		2/23/2016	2/29/2016
Gonzales, Larry Jr.	2079367796	1/19/2016		UA		3/3/2016	3/10/2016
Landrum, Richard T	2079368053	1/25/2016		UA		3/23/2016	3/29/2016

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>
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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>
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COB:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>
Cruz, Israel	2079347723	8/8/2014					
Denson-Kratzer, John	2079360752	7/13/2015					
Helms, Stephen	2079362920	9/8/2015					

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
Cominsky, Shawna M	2079367439	1/7/2016	Indigent	DP		4/3/2016	4/9/2016
Degrate, Dennis	2079366027	11/23/2015		UA		2/19/2016	2/25/2016
Elwood, Windy M	2079349523	1/6/2016	Indigent	DP		2/2/2016	2/5/2016
Galbert, Tori R	2079345989	11/20/2015	Indigent	DP		1/29/2016	2/5/2016
Garcia, Johnny G	2079367680	1/14/2016	Indigent	UA		2/23/2016	2/29/2016
Gonzales, Larry Jr.	2079367796	1/19/2016		UA		3/3/2016	3/10/2016
Harmon, Christopher D	2079368244	1/28/2016	Indigent	DP		5/4/2016	5/14/2016
Harrison, Kristi R	2079367276	12/31/2015	Indigent	DP		3/28/2016	4/4/2016
Jackson, Myron T	2079367434	1/7/2016		Scram RB		3/5/2016	3/15/2016
Kato, Nicholas A	2079345109	1/15/2016	Indigent	DP		3/20/2016	3/25/2016
Landrum, Richard T	2079368053	1/25/2016		UA		3/23/2016	3/29/2016
Lathern, Candice M	2079367731	1/15/2016	Indigent	Scram RB		3/2/2016	3/4/2016
Luera, Orlando A	2079367429	1/7/2016	Indigent	DP		2/11/2016	2/17/2016
Morris, Brandi L	2079366144	11/25/2015	Indigent	DP/ Scram RB		2/1/2016	2/1/2016
Moseley, Benson L	2079366371	12/3/2015		DP		2/13/2016	2/20/2016
Nicholes, Shaklerra	2079345026	1/8/2016	Indigent	DP		3/21/2016	3/28/2016
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
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
Sharp Jr., Francis M	2079344505	1/7/2016		Scram RB		3/20/2016	3/30/2016
Simmons, Susan L	2079367675	1/14/2016	Indigent	DP/ Scram RB		4/18/2016	4/26/2016
Trate, Hannah R	2079367647	1/13/2016		DP		3/26/2016	4/5/2016
Urbino, Francisco E	2079367527	1/11/2016		Scram RB		4/7/2016	4/13/2016

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>
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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
	2079368241	1/28/2016	1/28/2017
	2079366207	11/30/2015	5/30/2016
	2079362315	8/21/2015	4/21/2016
	2079367884	1/20/2016	5/20/2016
	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
	2079367311	1/4/2016	1/4/2017
	2079367536	1/11/2016	1/11/2017
	2079361500	7/31/2015	4/30/2016
	2079368155	1/26/2016	7/26/2018
	2079358881	5/28/2015	8/28/2016
	2079358552	5/19/2015	5/19/2016
	2079352300	12/3/2014	12/3/2016
	2079367635	1/13/2016	1/13/2017
	2079368073	1/25/2016	1/25/2017
	2079367392	1/6/2016	10/6/2016
	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
	2079367503	1/8/2016	10/8/2016
	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
	2079367597	1/12/2016	7/12/2016
	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
	2079367805	1/19/2016	1/19/2017
	2079362960	9/8/2015	9/8/2016
	2079359314	6/8/2015	3/8/2016
	2079362029	8/14/2015	8/14/2016
	2079367396	1/6/2016	4/6/2016
	2079366777	12/15/2015	3/15/2017
	2079360039	6/24/2015	2/24/2016

UA 1x a Month and 24 M

SCRAM CAM Clients:

<u>Name:</u>	<u>Client ID #:</u>	<u>Enrollment:</u>	
	2079355750	3/11/2015	3/11/2016
	2079357781	9/11/2015	4/29/2016
	2079353977	1/23/2015	4/10/2016
	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>	
	2079360003	1/13/2016	DP 60 days- UA 2x a Mor 7/6/2017
	2079367128	12/23/2015	DP 1x - UA 1x Month Re 12/23/2017
	2079367050	12/22/2015	DP for 10 days- UA 2x a l 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>	
	2079367420	1/7/2016	1x a Month 1/7/2017
	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
	2079367814	1/19/2016	1x a Month 1/19/2017
	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- Remain 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 7/9/2016
	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
	2079367536	1/11/2016	1x a Month 1/11/2018
	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	DP 60 days- UA 2x a Mor 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
	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
	2079367590	1/13/2016	1x a Month 1/13/2018

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
2079367793	1/19/2016	1x a Month	4/19/2017
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
2079357699	1/26/2016	2x a Month	1/26/2018
2079366433	1/13/2016	2x a Month	1/13/2018
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
2079367444	1/7/2016	1x a Month	1/7/2017
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
2079368295	1/29/2016	Random UA	1/29/2018
2079358846	5/27/2015	2x a Month	5/27/2016
2079359992	6/23/2015	2x a Month For 10 Mont	4/23/2016
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
2079362951	9/8/2015	1x a Month	3/8/2017
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
2079354877	2/13/2015	1x a Month	2/13/2016
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
2079356608	3/27/2015	2x a Month	6/27/2016
2079358567	5/19/2015	1x a Month	5/19/2016

Other Clients:

RB

Severe, Daniel 2079358545 5/19/2015

Scram CAM

SoberLink

FILED: **FEB 02 2016**

J A "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myroslaw Gowar DEPUTY

DISCUSSION 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: COUNTY PROPERTY, INCLUDING DISCUSSION
RE: SPACE AVAILABILITY & UTILIZATION OF COUNTY BUILDINGS,
UTILIZATION PLANNING, CONSULTANT, JOINT FACILITIES MASTER PLAN
OR STUDY / UPDATES RE: MAINTENANCE AT 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 RIGHTS OF WAYS / THEMIS STATUE / POLICY
RE: OFFICE REMODELING AND DISCUSSION REGARDING LINCOLN CITY ROAD
FLOODING AND MATTERS RELATED THERETO**

On this the 2 day of February, 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: County Property*, including Discussion Regarding Space Availability & Utilization of County Buildings, Utilization Planning, Consultant, Joint Facilities Master Plan or Study / Updates re: Maintenance at Hwy 6 or Downtown Jail / Maintenance at Tradinghouse Lake/Park / ADA Capital Improvements at Tradinghouse Lake/Park / Recommendations from Tradinghouse Lake/Park Advisory Committee / Tradinghouse Lake Pavilion Rental Issues / Policy for County Rights of Ways / Themis Statue / Policy re: Office Remodeling / Discussion regarding Lincoln City Road Flooding and Matters Related Thereto. The Court discussed issues regarding consultation for the McLennan County Roofing Project.

ORDER RECESSING REGULAR SESSION

On this the 2 day of February, 2016, at 11:01 o'clock a.m., the County Judge Scott M. Felton announced that this meeting of February 2, 2016 stands in recess for ten minutes.

ORDER RECONVENING REGULAR SESSION

On this the 2 day of February, 2016 at 11:10 o'clock a.m., the Court reconvened in Regular Session; present and presiding the County Judge Scott M. Felton and Commissioners Kelly Snell, Lester Gibson, Will Jones and Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

ORDER RECESSING TO EXECUTIVE SESSION

On this the 2 day of February, 2016, at 1:10 o'clock a.m. the County Judge announced that at this time we will go into Executive Session in accordance with Section 551.087 of the Local Government Code (V.C.T.A.)

ORDER RECONVENING REGULAR SESSION

On this the 2 day of February, 2016, at 11:31 o'clock a.m. the Court reconvened in Regular Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones and Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

ORDER ADJOURNING REGULAR SESSION

On this the 2 day of February, 2016, at 11:31 o'clock a.m. County Judge Scott M. Felton announced that the meeting of February 2, 2016 is adjourned.

ITEMS DEFERRED, AGENDA, FEBRUARY 2, 2016

On this the 2 day of February, 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 February 2, 2016, be, and the same are hereby, deferred:

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

C. ITEMS PREVIOUSLY DEFERRED:

2. *Regarding Previously Deferred Bids RFP's/ RFQ's:*

a. Bid 16-002: Aggregate for Surface Treatment

I. HEART O' TEXAS FAIR / EXTRACO EVENTS CENTER: Authorizations re: Contracts / Professional Services / Lease / Rental Agreements / Contract Addendums / Change Orders / Extensions; Property Transactions / Deeds, Insurances, Surveys / Proposals / HOT Fair, Equipment / Supplies; *Authorizations re:* Purchases, Plan & 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:

b. *ARC Roofing Agreement:* Authorization of Change Orders / Work Orders / Additional Services / Addendums, Updates, related matters

1) Authorization of ARC Roofing Payment Application No. 8 (ARC Inv. # 15-11-001-8RET) / Final Payment Request and Acceptance of Close-Out Documents

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