

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 special meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 15th day of March, 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**
 - B. HEARING FROM MEMBERS OF THE PUBLIC ON COUNTY BUSINESS MATTERS**
 - C. ITEMS PREVIOUSLY DEFERRED**
 1. *Regarding County Property and/or Construction Projects:* Authorization of License and Permit Agreement: City of Waco (re: Warren Road)
 2. *Regarding Contracts / Lease Agreements / Interlocal Agreements:*
 - a. Authorization of Professional Surveying and Civil Engineering Services Proposals and related Short Form of Agreements with Walker Partners:
 - 1) Surrey Ridge Road Improvement Project
 - 2) Speegleville Road Improvement Project
 - b. Authorization of Interlocal Cooperation Agreement: City of Waco (re: Road Maintenance)
 - 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
 - F. AUTHORIZATIONS RE: CONTRACTS / LEASE AGREEMENTS / INTERLOCAL AGREEMENTS:**
 1. Economic Development:
 - a. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consultant Services; Proposed Projects / Program Project Agreements / Addendums / Pay Apps
 2. Regarding the Dunbar Armored, Inc. Service Contract: Authorization of Schedule of Service and Service Rates Revision / Endorsement No. 271846 (re: Tax Office)
 3. Regarding the Space Utilization Study: Authorization of Interlocal Cooperation Agreements:
 - a. City of Waco and Tenth Court of Appeals (re: Shriner Building)
 - b. City of Waco (re: South 12th Street Property)
 4. Regarding the BBVA Compass Bank Depository Services Agreement: Authorization of Revised Certified County Resolution
 5. Authorization of Engagement Letter: Pattillo, Brown & Hill, LLP (re: FY 15 Financial Statements Audit)
 6. Authorization of Engagement Letter for GASB OPEB Valuation and related Agreements:
 - a. Master Agreement: North Central Texas Council of Governments / Gabriel Roeder, Smith & Company (re: Actuarial Consulting Services)
 - b. Interlocal Agreement for Cooperative Purchasing for Actuarial Shared Services: North Central Texas Council of Governments (NCTCOG)
 - 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. Road & Bridge, Precinct 3
 - b. Road & Bridge, Precinct 4
 - c. 19th District Court
 - d. 414th District Court
 - e. Road & Bridge, Precinct 2
 - f. Justice of the Peace, Precinct 3: Expenditure Authorization (re: Security Equipment)
 - 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 Support and Maintenance Agreement: HOV Services (re: Document Scanner)
 2. Authorization of Precision Care Maintenance Agreement: Precision Business Machines (re: Duplex ID Printer)
 3. Regarding the United States Marshals Service Agreement # 80-10-0033: Ratification of Modification of Intergovernmental Agreements:
 - a. Modification No. 8
 - b. Modification No. 9
 4. Agreement with Melchizedek Medical, PLLC (re: Medical Services – Jail)
 - I. HEART O' TEXAS FAIR / EXTRACO EVENTS CENTER:** Authorization re: Contracts / Professional Services / Lease / Rental Agreements / Contract Addendums / Change Orders / Extensions; Property Transactions / Deeds, Insurance, Surveys / Proposals / HOT Fair, Equipment / Supplies; *Authorizations re:* Purchases, Plans & Specifications, Construction, Operations, Pay Apps, Bids / RFP's; Repairs / Renovations, Expenditure Authorizations, related matters
 1. **Regarding the Moisture Intrusion / Exterior Envelope Renovations / Repairs to the Extraco Events Center:**
 - a. *Structural Engineering Services – Winton Engineering:* Authorization of Change Orders / Payment Requests, Acceptance of Reports, Updates, related matters
 - b. *ARC Roofing Agreement:* Authorization of Change Orders / Work Orders / Additional Services / Addendums, Updates, related matters
 - 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 State Criminal Alien Assistance Program (SCAAP): Authorization of FY 16 Grant Application Submission

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

L. CONSENT AGENDA ITEMS:

1. **Reading / Approval of Previous Meeting Minutes:** Acceptance of Amendments / Supplements / Corrections; Recording into the Court Minutes of Previously Approved Documents, Items Not Requiring Court Action, HB 914 Conflict Disclosure Statements, as applicable
 - a. Recording of Texas Commission on Jail Standards Letter regarding McLennan County Downtown Facility
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. Consideration and/or Action on Department Head Review / Evaluation and Salary
 - b. Treasurer
 - c. Human Resources
 - d. Information Technology / Archives
 - e. Justice of the Peace, Precinct 2
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. Information Technology
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. Childrens' Protective Services Board: Monthly Report, January 2016
 - b. County Sheriff: Recording of Annual Racial Profiling Data Report (ref: Texas Code of Criminal Procedure, Chapter 2)
 - c. Emergency Management: Presentation regarding the Brazos River Study
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. Selection / Designation of Public Members of the Salary Grievance Committee regarding the FY 17 Budget
 - e. Regarding the Rivera I35 Truck Sales LLC Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard:
 - 1) Public Hearing re: Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard
 - 2) Consideration of and/or Action on Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard
 - f. Regarding the Establishment of Speed Zones on N Baese Road & S Baese Road in Precinct 3 and Canaan Church Road in Precinct 4:
 - 1) Public Hearing regarding the Proposed Establishment of Speed Zones
 - 2) Consideration of and/or Action to Establish a Speed Zone on N Baese Road and S Baese Road in Precinct 3
 - 3) Consideration of and/or Action to Establish a Speed Zone on Canaan Church Road in Precinct 4
 - g. Authorization of Tax Resale Deed: MCAD # 480078020502001: Lot 8, Block 35, Carver Park Addition, City of Waco, McLennan County, Texas
 - h. Regarding the McLennan County Indigent Health Care Fraud Policy: Authorization of Addendum
8. **McLennan County Subdivision Regulations:**
 - a. Consideration and Action on a Variance Request to McLennan County's Subdivision Regulations in Precinct 4

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 / Recommendations from Tradinghouse Lake/Park Advisory Committee / ADA Capital Improvements / Policy for County Right of Ways / Surrey Ridge Road, Speegleville Road, and/or Chapel Road / Themis Statue / Policy re: Office Remodeling / Discussion regarding Lincoln City Road Flooding / Roofing Projects for Various County Buildings and Matters Related Thereto
4. **Discussion re: Texas Department of Transportation:** including Discussion re: Rural/Public Transportation, related matters
5. **Discussion re: Upcoming Contracts**
6. **Discussion re: OpenGov / Financial Reporting**
7. **Discussion re: Fugro Roadware, Inc:** including Presentation regarding Road Evaluation Services
8. **Discussion re: Time Keeping System**

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: FCC Regulations relating to Inmate Telephone Services

- 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 10th day of March, 2016

Scott M. Felton

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 10th day of March, 2016 at 10:05 o'clock a.m.

Witness my hand and seal of office at Waco, McLennan County, Texas this 10th day of March, 2016

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

BY: *Myrcotez Gowen* (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: MAR 15 2016

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

AGENDA: MARCH 15, 2016

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

CD-379, 9:04

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: MARCH 15, 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-379, 9:05

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 item L. 7. e. Re: the Rivera I35 Truck Sales LLC Application for License to Operate Junkyard or Automotive Wrecking Yard and Salvage Yard.

**PUBLIC HEARING RE: APPLICATION FOR LICENSE
TO OPERATE JUNKYARD OR AUTOMOTIVE
WRECKING AND SALVAGE YARD**

**RE: THE RIVERA I35 TRUCK SALES LLC APPLICATION
FOR LICENSE TO OPERATE JUNKYARD OR
AUTOMOTIVE WRECKING AND SALVAGE YARD**

On this the 15 day of March, 2016, came on for consideration the matter Regarding the Rivera I35 Truck Sales LLC Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard: Public Hearing re: Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard. County Judge Scott M. Felton stated at this time we will go into a Public Hearing. He asked if there is anyone here to comment on this issue. Mr. Louis Beaver spoke on the behalf of Mr. Jose Rivera in favor of the Automotive Wrecking and Salvage Yard. Mr. Zandy Goode, Mr. Robert Braswell and Mr. Darrell Newman came before the Court to express concerns against the Rivera I35 Truck Sales LLC Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard. Mr. Robert Wales and Ms. Lisa Braswell addressed letters to the Court expressing their concerns against the Automotive Wrecking and Salvage Yard. Not hearing anyone else, County Judge Scott M. Felton closed the Public Hearing.

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**ORDER DENYING APPLICATION FOR LICENSE TO OPERATE
JUNKYARD OR AUTOMOTIVE WRECKING AND
SALVAGE YARD**

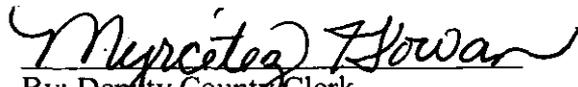
**RE: THE RIVERA I35 TRUCK SALES LLC APPLICATION FOR
LICENSE TO OPERATE JUNKYARD OR AUTOMOTIVE
WRECKING AND SALVAGE YARD**

On this the 15 day of March, 2016, came on for consideration of the Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard of Rivera I35 Truck Sales LLC and Jose Rivera. The recommendation of the McLennan County Sheriff's Office that the Permit be denied because the location would not comply with the County's location regulations as determined by the County Engineer's Office was read into the record. A copy of the Sheriff's Office recommendation and the location review of the County Engineer's Office are attached hereto and incorporated herein. After further discussion and consideration, Commissioner Snell made a motion to deny the Application for a Junkyard, Wrecking Yard and Salvage Yard Permit at the 16393 SI35 location near Bruceville-Eddy, 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 Application for Junkyard or Automotive Wrecking and Salvage Yard Permit be, and the same is hereby, DENIED by unanimous vote.



Scott M. Felton, County Judge

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


By: Deputy County Clerk

MEMORANDUM

To: Captain Steve Smith, McLennan County Sheriff's Office

From: Luke Lammert, P.E., Assistant County Engineer *RL*

Date: 12/15/2015

Re: Application for Automotive Wrecking and Salvage Yard Permit –
(16393 S IH 35, Bruceville-Eddy, Owner: Jose Rivera)

We have reviewed the Application for Automotive Wrecking and Salvage Yard Permit from Jose Rivera (16393 S IH 35, Bruceville-Eddy) for compliance with the location criteria of McLennan County's *Ordinance/Order Establishing Rules, Regulations and Procedures for Automotive Wrecking and Salvage Yards, Junkyards and Junked Vehicles* ("the Order") as approved by Commissioners Court on March 21, 1995, and amended on September 12, 1995.

The proposed location of the auto salvage yard as shown in the attached aerial photograph (shown with 1,000 foot buffer) appears to be "within one thousand (1,000) feet of the nearest property line of property on which there is a church, a school, a park, a hospital, a nursing, or a residence (single family home, duplex, apartment, townhouse, or mobile home)...", and therefore is not in compliance with section 8.03.04 of the Order.

Properties with residences or residential structures (as described above) within one thousand (1,000) feet of the proposed location per recent aerial photographs and McLennan County Appraisal District records are as follows:

Address	MCAD Property ID#	Owner
16254 S IH 35	338884	Santos Gonzales
16186 S IH 35	338885	Terry Harrison
16386 S IH 35	320165	Larry Russell Leroux
290 Crescent Meadows	355990	Donald B. Lynn
311 Crescent Meadows	355994	Donald B. Lynn
16308 S IH 35	320186	Elizabeth Marrow

The proposed location appears to be in compliance with all other location criteria as set forth in section 8 of the Order.

Robert Braswell

From: Lisa Braswell-DeFoore
Sent: Monday, March 14, 2016 10:38 PM
To: dustin.cahapman@co.mclennan.tx.us
Cc: Robert Braswell; Zandy Goode
Subject: Re: Regarding the Public Hearing on Application for License

Sent from my iPhone

On Mar 14, 2016, at 11:54 AM, Lisa Braswell-DeFoore wrote:

Dustin-

I received the notice for Jose Rivera/Rivera I35 Truck Sales LCC to obtain a license to operate an auto wrecking and salvage yard. I am unable to attend the public hearing tomorrow March 15, 2016, due to a commitment that I am unable to change. My interest in this matter is that I am a landowner north of the proposed site. My brother, Robert Braswell, will be there to express his concerns as well as mine. My neighbor, Zandy Goode, will also be there to express his concerns. We have spoken at length about this problem and I concur with their positions. There is also a salvage yard across the road from my property that has caused many problems for the city of Lorena. I do not want another one to deal with and lower my property value. More important is the potential environmental damage that could very easily happen. Again, Robert and Zandy will speak to these concerns. Thank you for including this letter in the hearing.

I AM OPPOSED TO MR. RIVERA RECEIVING THIS LICENSE.

Sincerely,
Lisa Braswell-DeFoore
5025 Meadow Wood Dr
Waco, TX 76710

Robert Wales
1916 Fairfax St.
Denver, CO 80220

March 9, 2015

To whom it may concern,

I am the owner of the property immediately south of the proposed site of the Wrecking and Salvage yard in question. I strenuously object to the granting of said application on the following grounds:

- 1) I believe it will cause material harm to my property value;
- 2) I believe environmental spillover is inevitable and will cause real (not just financial) damage to my property;
- 3) My property is farmland that is actively worked, and I believe the proposed enterprise has strong potential to harm my yields and my property's ability to produce crops in the future;
- 4) I believe the site of the proposed salvage / wrecking yard is too small for the stated purpose, and will result in an inappropriate concentration of hazardous materials.

I hope this enterprise is not being given serious consideration. If they want to put up such an enterprise, they ought to be made to buy sufficient land so that they can properly buffer their neighbors against the effects of their activity, and certainly thorough environmental studies ought to be required beforehand.

Please confirm that my objections have been noted, will be entered into the record, and given full consideration.

Respectfully,

- Robert Wales

(Owner of two adjoining tracts [south] totaling ~80 acres)



SHERIFF PARNELL MCNAMARA
McLennan County

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

“Your Safety Comes First”

To: McLennan County Judge Scott Felton/Commissioners Court

From: Captain Steve Smith

DATE: 3-3-2016

Re: Application for Automotive Wrecking and Salvage Yard Permit

Based on the review and findings by the McLennan County Engineer's Office on the Application for Automotive Wrecking and Salvage Yard Permit from Jose Rivera (16393 S IH 35, Bruceville-Eddy), the proposed location will not comply with the location restrictions of the Order. Therefore, the Sheriff's Office recommends that this application be denied.

A handwritten signature in black ink, appearing to read 'Steve Smith', written in a cursive style.

Captain Steve Smith

McLennan County Sheriff's Office

APPLICATION FOR LICENSE
TO OPERATE JUNKYARD OR AUTOMOTIVE WRECKING
AND SALVAGE YARD

214-392-9768

(To be accompanied with \$25.00 fee)

PLEASE TYPE OR PRINT

APPLICANT'S NAME:

Jose H. Rivera

MAILING ADDRESS: 16393 South IH35

Bruceville Street Texas 76630 BUSINESS PHONE: 972-937-1049
City State Zip

RESIDENTIAL STREET ADDRESS: (IF DIFFERENT)

Street

City

State

Zip

NAME OF BUSINESS / PROPOSED

OPERATION: Rivera I 35 Truck Sales LLC

BUSINESS ADDRESS: (IF DIFFERENT)

Street

BUSINESS PHONE:

City

State

Zip

STREET / ROAD ADDRESS OF PROPOSED YARD:

16393 South IH35 Bruceville Texas 76630
Street City State Zip

PAGE & VOLUME NUMBER OF THE REAL PROPERTY RECORDS OF McLENNAN COUNTY, TEXAS,
WHERE THE MOST RECENT DEED TO THE PROPERTY ON WHICH THE PROPOSED YARD WILL BE
LOCATED WAS RECORDED: File No: 20150428

THE EXACT LEGAL DESCRIPTION OF THE PROPOSED YARD:

7.828 Acres of land more or less, in the James Sprowles Survey, Abstract
No. 818 in McLennan County, Texas.

IS APPLICANT A PARTNERSHIP? NO IF YES, PLEASE PROVIDE THE MAILING ADDRESS, RESIDENTIAL STREET ADDRESS, AND BUSINESS STREET ADDRESS FOR EACH PARTNER

NAME OF PARTNER #1: _____

MAILING ADDRESS: _____
Street

City State Zip

BUSINESS ADDRESS: (IF DIFFERENT) _____
Street

City State Zip

RESIDENTIAL ADDRESS: (IF DIFFERENT) _____
Street

City State Zip

NAME OF PARTNER #2: _____

MAILING ADDRESS: _____
Street

City State Zip

BUSINESS ADDRESS: (IF DIFFERENT) _____
Street

City State Zip

RESIDENTIAL ADDRESS: (IF DIFFERENT) _____
Street

City State Zip

IS APPLICANT A CORPORATION? Yes IF YES, PLEASE PROVIDE THE FOLLOWING INFORMATION:

NAME OF CORPORATION: Rivera I35 Truck Sales LLC.

BUSINESS ADDRESS: 5947 I35 East

Waxahachie Texas 75165
City State Zip

MAILING ADDRESS: (IF DIFFERENT) _____

Street
City State Zip

RESIDENTIAL ADDRESS: _____

Street
City State Zip

NAME OF OFFICER/DIRECTOR: Jose H. Rivera

MAILING ADDRESS: 5947 I35 E.

Waxahachie Texas 75165
City State Zip

BUSINESS ADDRESS: (IF DIFFERENT) _____

Street
City State Zip

RESIDENTIAL ADDRESS: _____

Street
City State Zip

NAME OF OFFICER/DIRECTOR: _____

MAILING ADDRESS: _____

Street
City State Zip

BUSINESS ADDRESS: (IF DIFFERENT) _____

Street
City State Zip

RESIDENTIAL ADDRESS: _____

Street
City State Zip

NAME OF REGISTERED AGENT OF THE CORPORATION: Hernan Rivera

MAILING ADDRESS: 3175 Em 66 Waxahachie Texas 75167
Street City State Zip

NAMES AND ADDRESS OF ALL PERSONS WHOSE PROPERTY ABUTS OR IS ADJACENT TO THE PROPOSED
YARD PER ARTICLE 6 SECTION 6.01.07

Name: Newman Darrell

Address: P.O. Box 1346 Bruceville, Tx. 76630

Name: GOODE Zandy D ETUX

Address: 6014 Old Lorena Rd. Lorena, Tx. 76655

Name: Wales land co

Address: 1916 Fairfax Street, Denver Co. 80220

Name: _____

Address: _____

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION, IF APPLICABLE:

IF AN ASSUMED NAME IS USED: Attach a date-stamped copy of the Certificate of Assumed Name

IF THE APPLICANT IS A GENERAL PARTNERSHIP: Attach a copy of the fully executed partnership agreement

IF THE APPLICANT IS A LIMITED PARTNERSHIP: Attach a date-stamped copy of the Certificate of Limited Partnership.

IF THE APPLICANT IS A CORPORATION: Attach a date-stamped copy of the Articles of Incorporation filed with the Secretary of State and a certified copy of the corporate resolution authorizing the corporation to file and application pursuant to these rules and designating the officer authorized to execute the applications.

IF THE APPLICANT IS NOT THE OWNER in fee simple of the proposed yard: Attach a properly executed power of attorney or other written evidence of the agency agreement between the applicant and the owner.

ACKNOWLEDGEMENT: The location in the renewal application is the same land area and geographic location as that approved by the Commissioners Court in the initial application. The license has never been revoked and is not suspended or expired on the date of application. The Junkyard or Automotive Wrecking and Salvage Yard is in operation on the date of application for renewal.

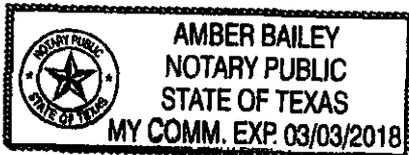
All of the information contained in this application is true and correct to the best of my knowledge and belief.

I, Jose H. Rivera, acknowledge that the license applied for shall be subject to all applicable provisions of the codes and ordinances of McLennan County relating to Junkyards and Automotive Wrecking and Salvage Yards and shall be subject to all applicable provisions of the codes and statutes of the State of Texas. I agree to screen the Yard in accordance with the Ordinances/Orders of the Commissioners Court, and maintain such screening in good repair and condition.

SIGNATURE OF APPLICANT: _____

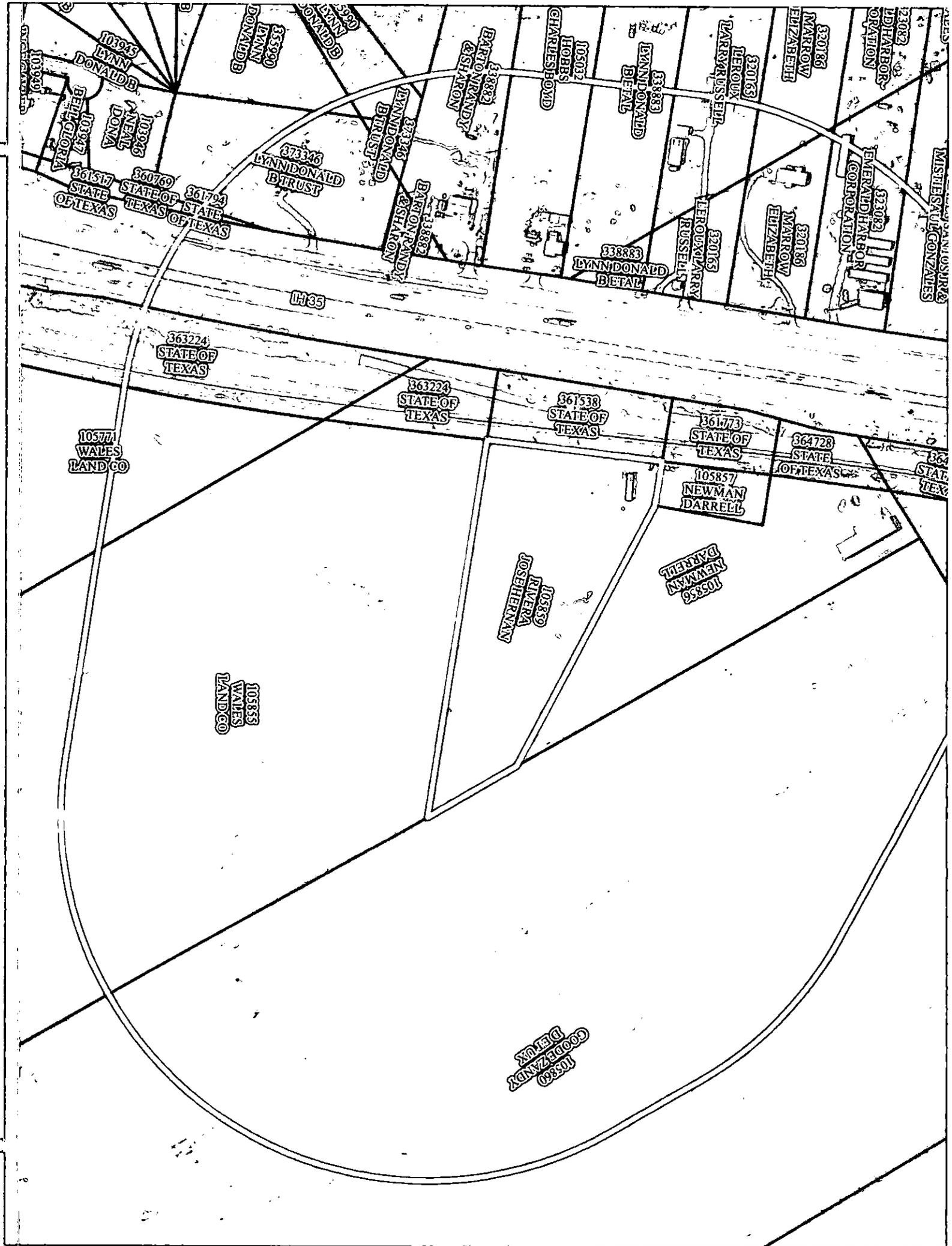
DATE OF APPLICATION: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF November, 2015



Notary Public, McLennan County, Texas

My commission expires 03-03-2018.



103925
LYNN
DONALDD

33390
LYNN
DONALDD

33882
BARTON RANDY
ASHKROV

105017
HOHES
CHARLES FORD

33883
LYNN DONALD
BETAL

320163
LEROUX
LARRY RUSSELL

320186
MARROW
ELIZABETH

33082
EMERSON HARBOR
CORPORATION

33082
MISTISSAUL CONZALES

103923
NEAL
DONA

361517
STATE
OF TEXAS

360769
STATE OF TEXAS

361724
STATE OF TEXAS

373346
LYNN DONALD
BTRUST

33326
LYNN DONALD
BTRUST

33382
BARTON RANDY
ASHKROV

33883
LYNN DONALD
BETAL

320165
LEROUX
LARRY RUSSELL

320186
MARROW
ELIZABETH

363224
STATE OF
TEXAS

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TEXAS

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TEXAS

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TEXAS

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STATE
OF TEXAS

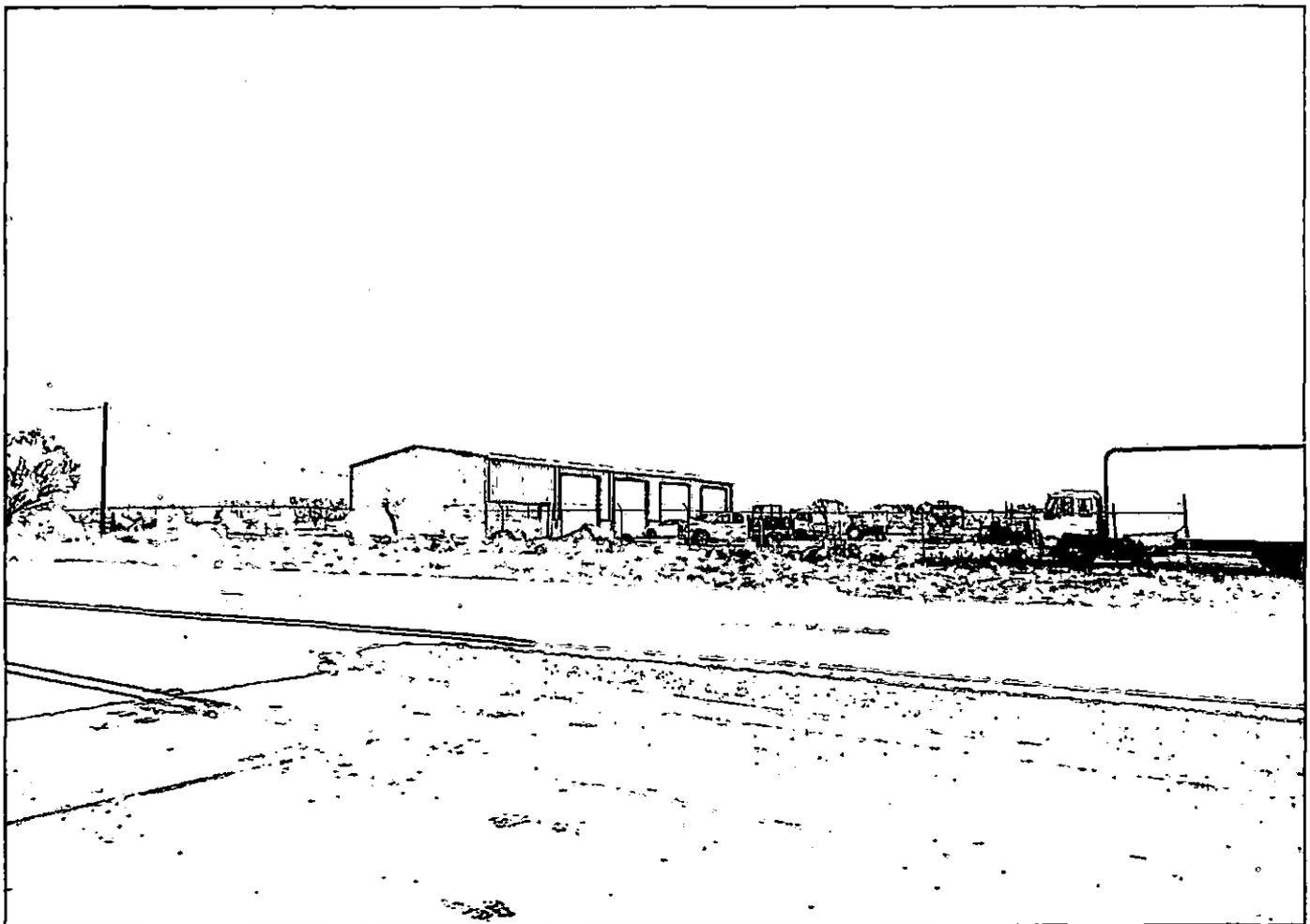
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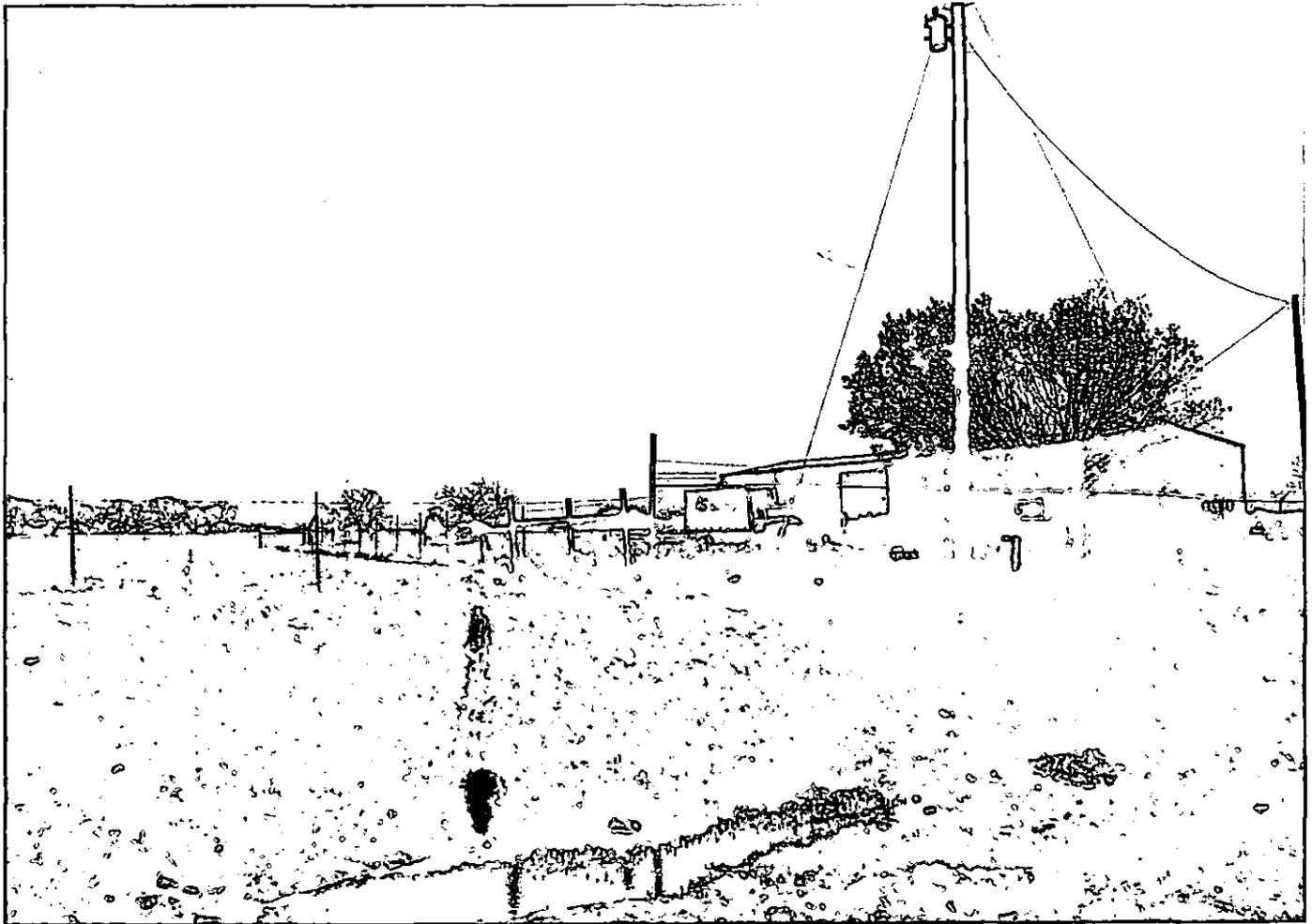
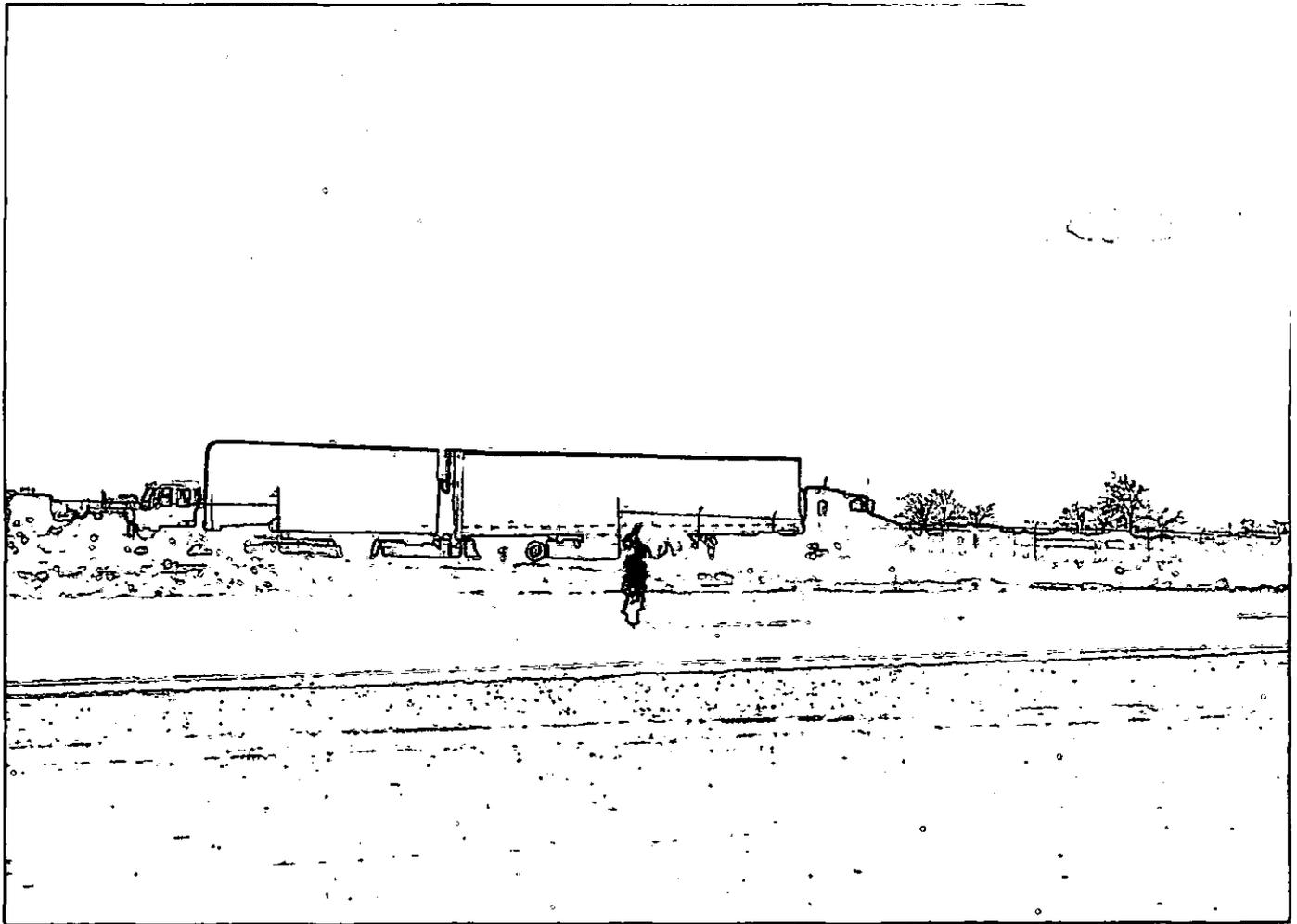
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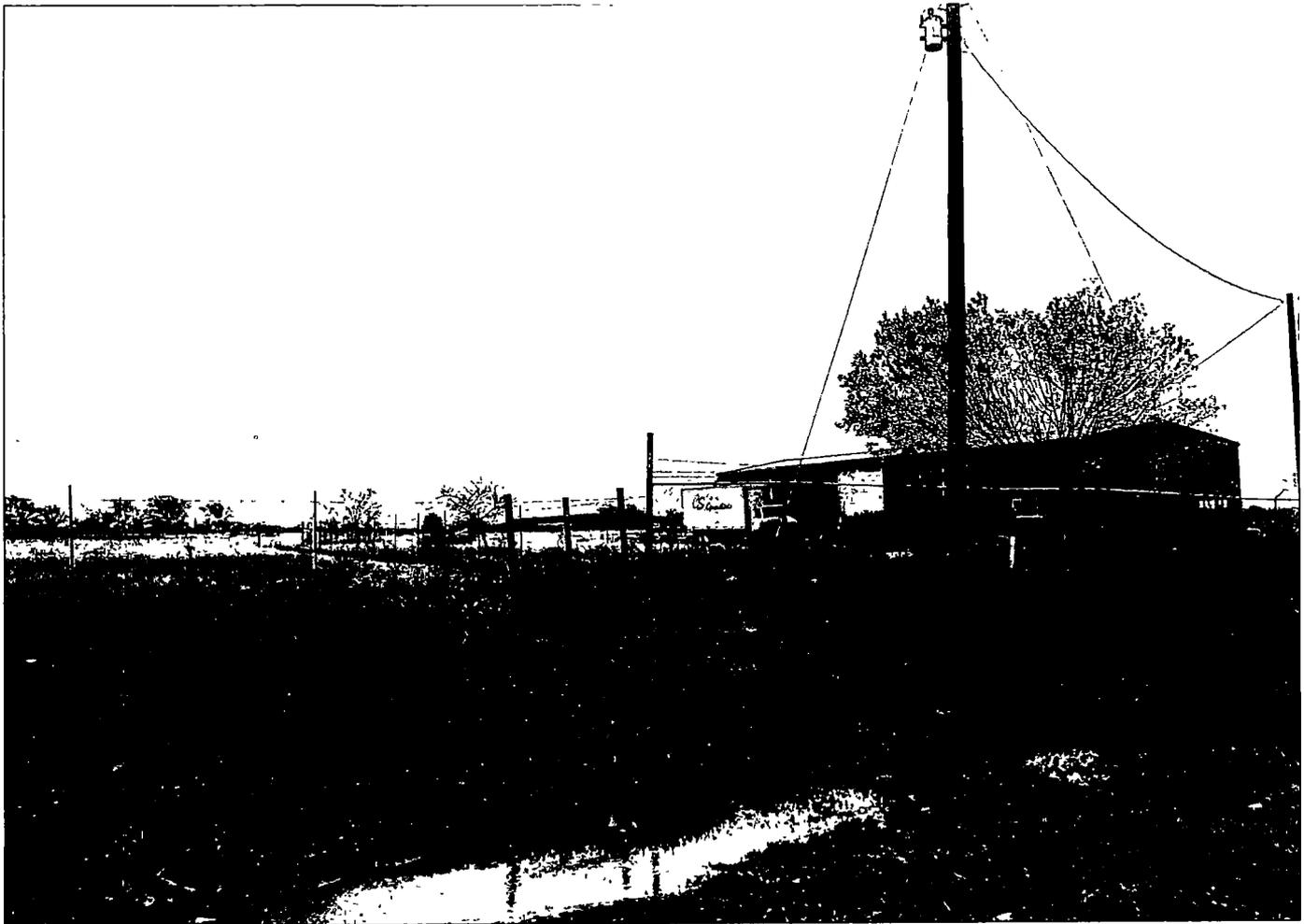
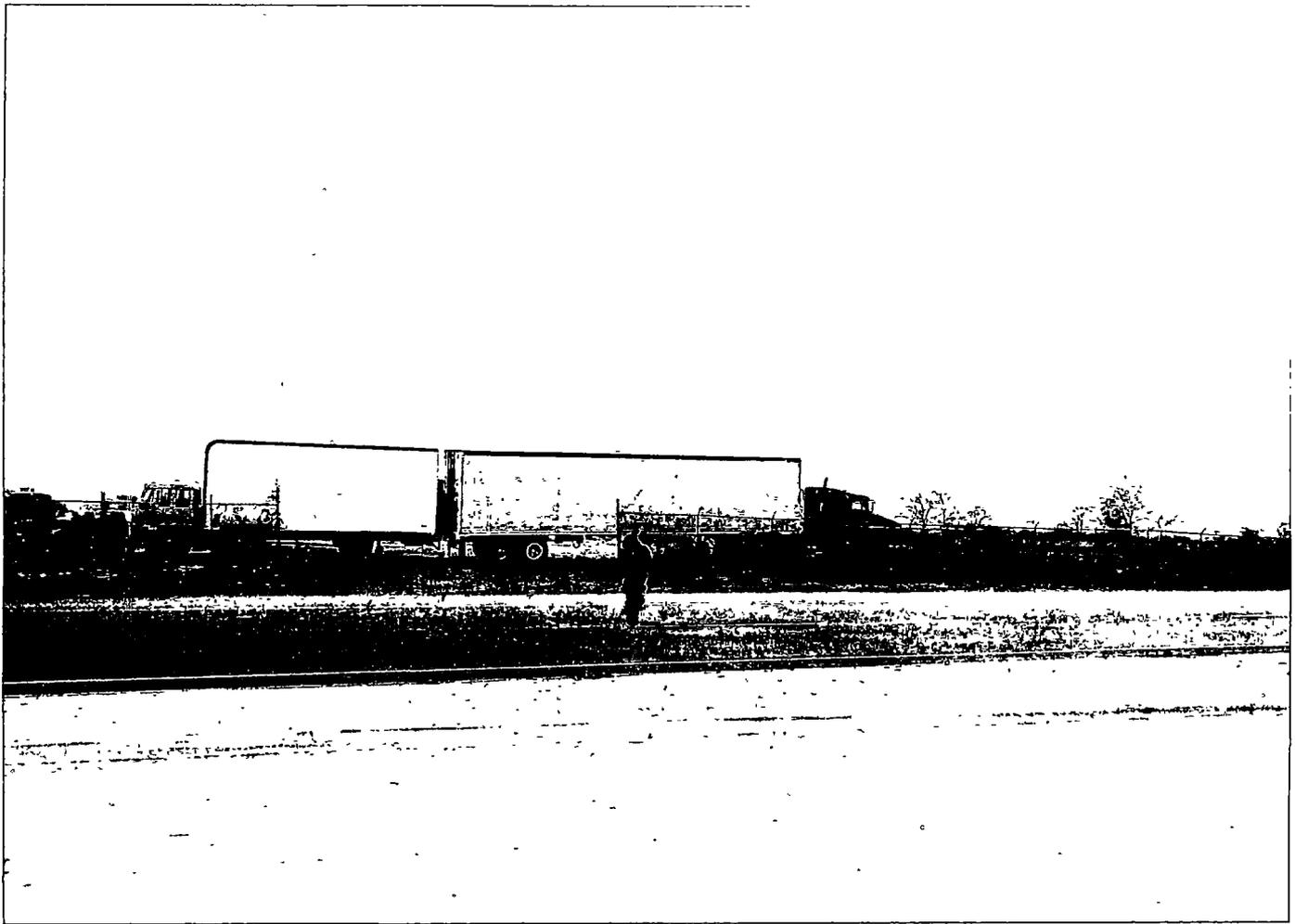
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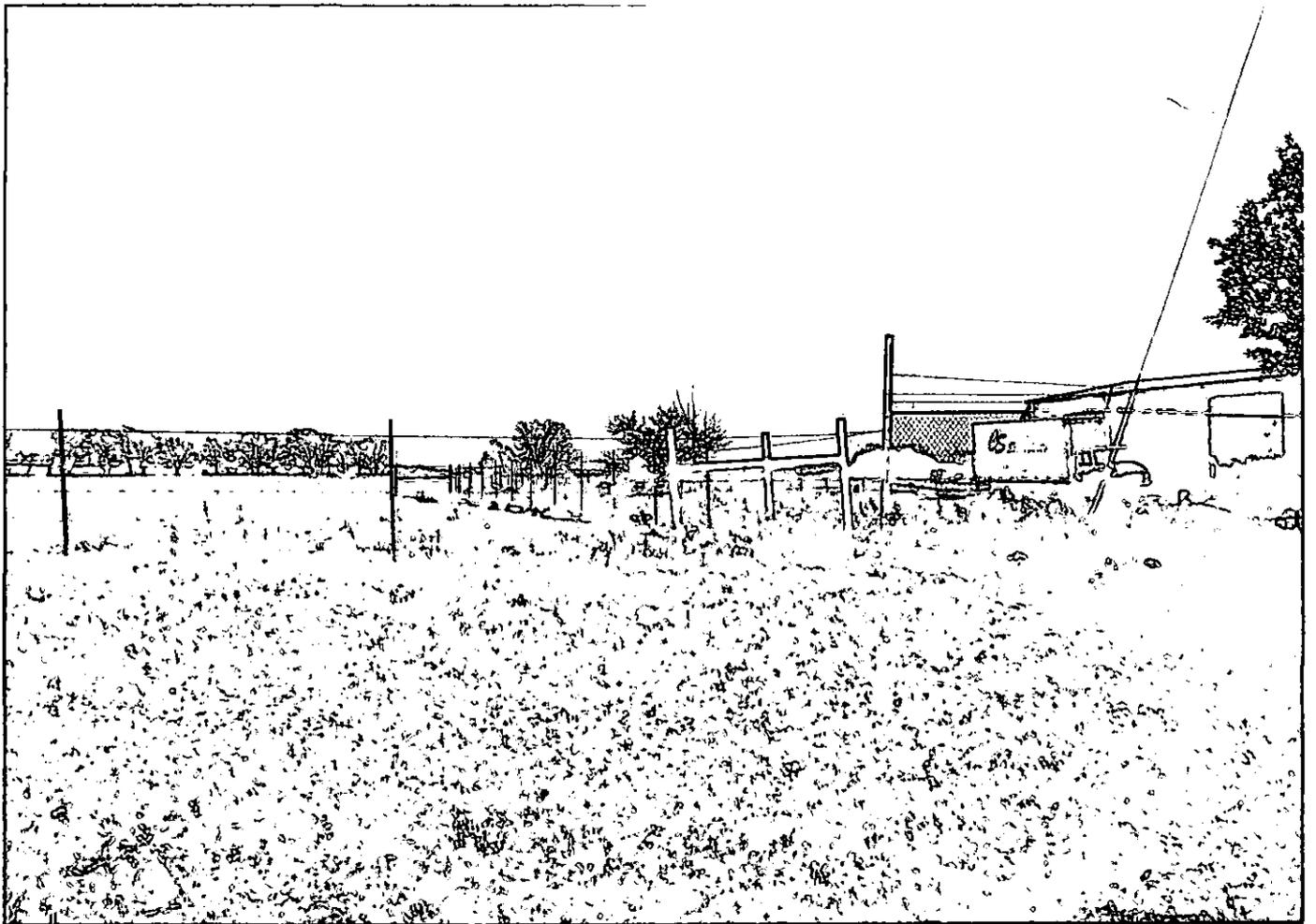
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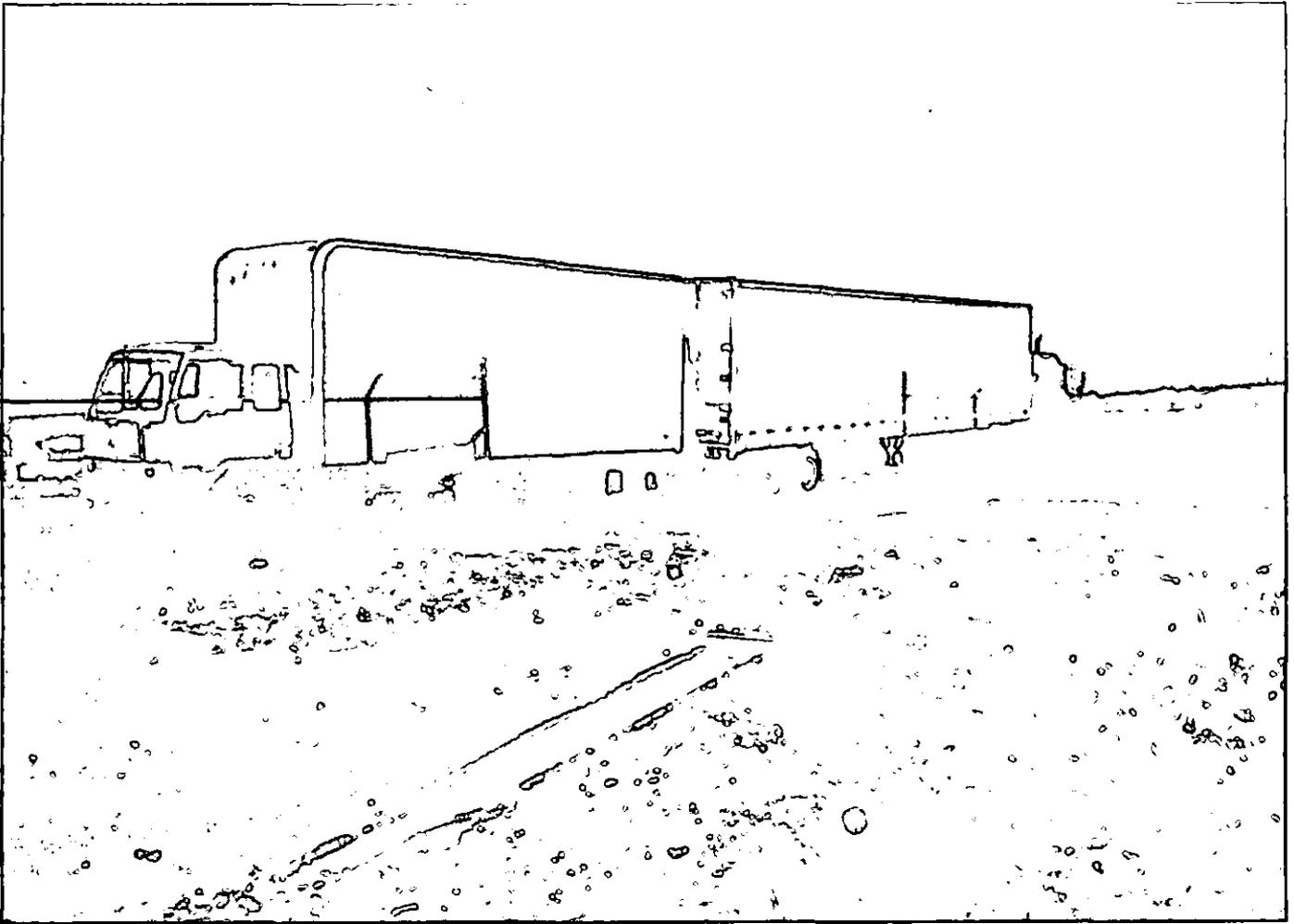


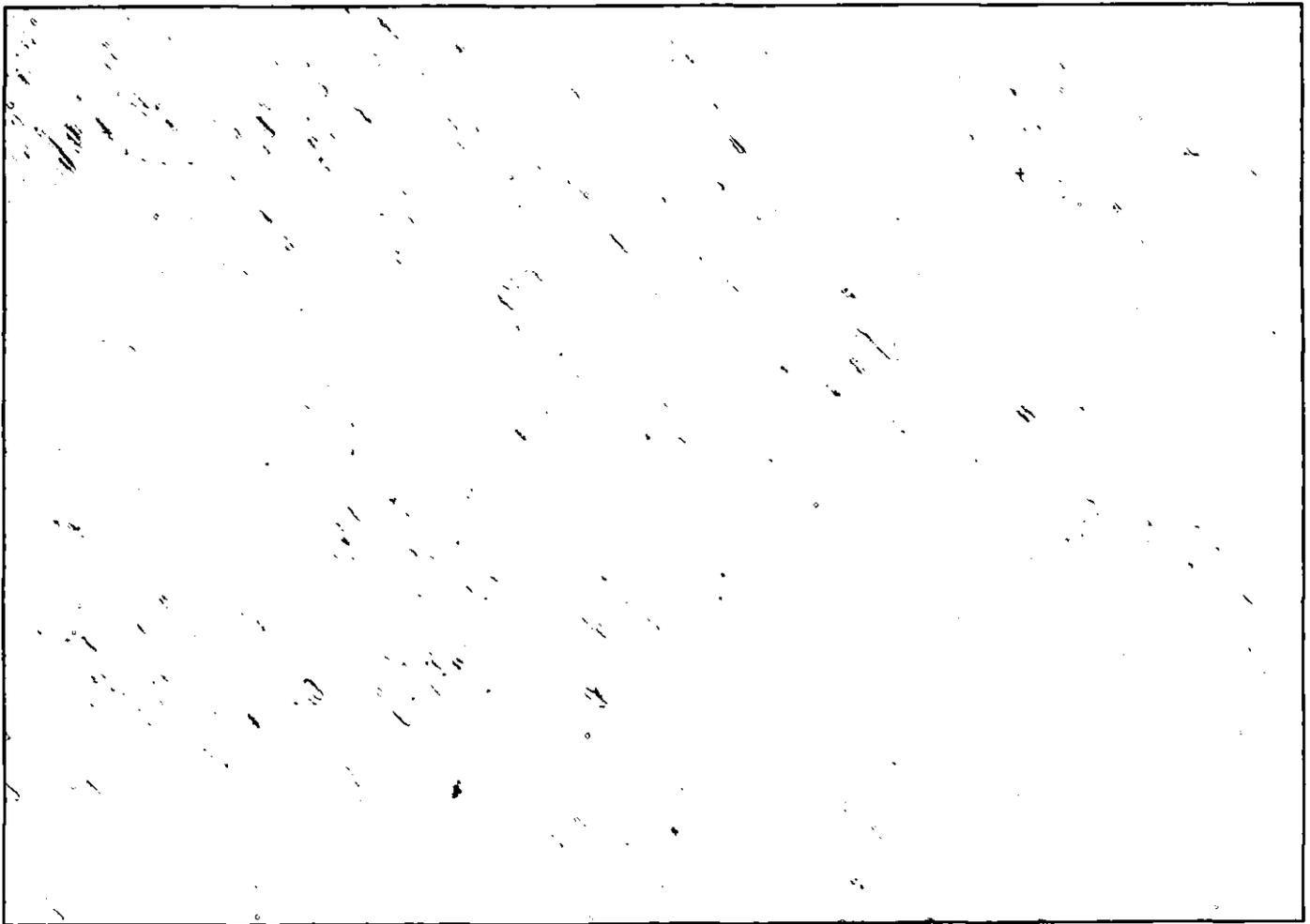


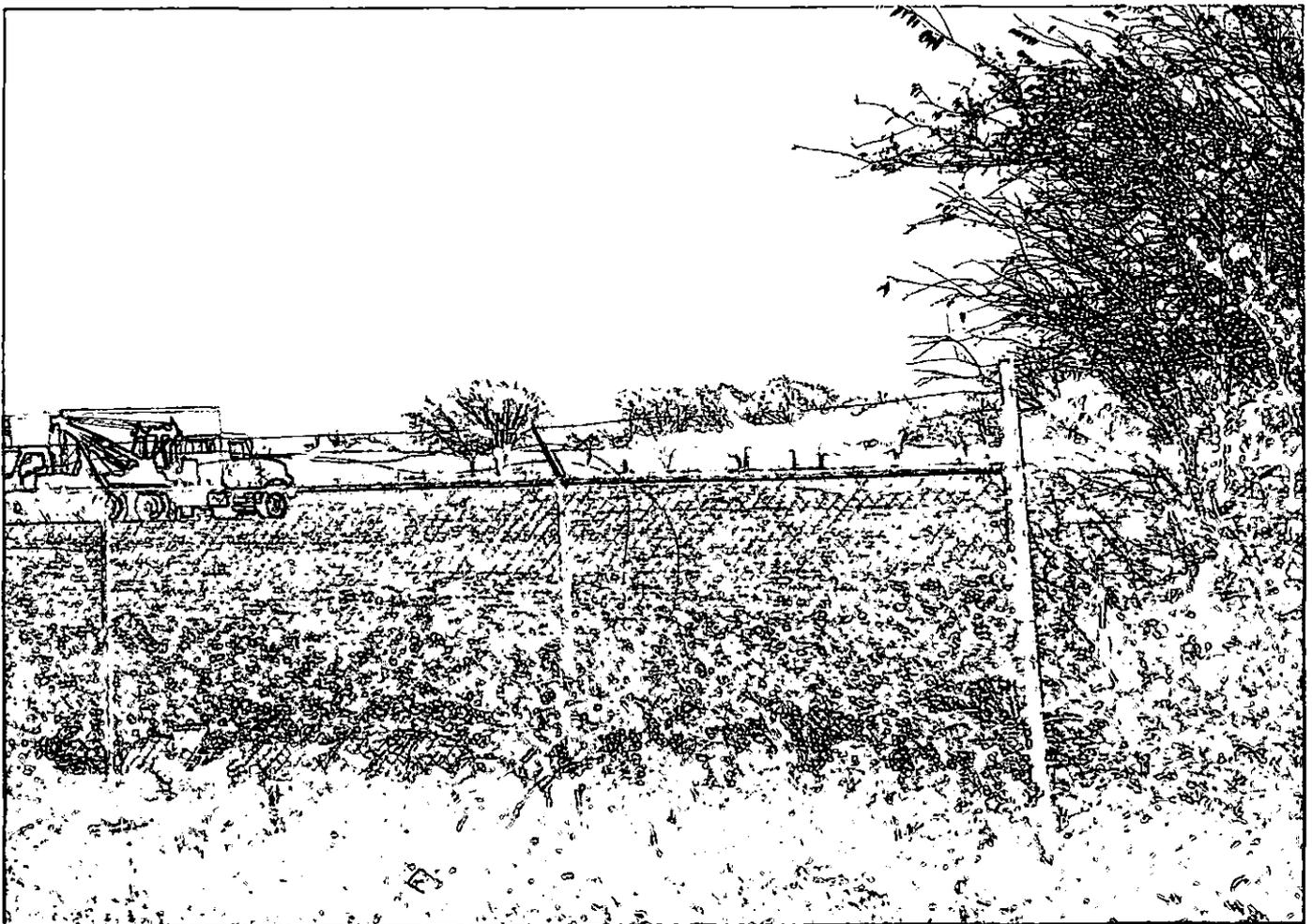


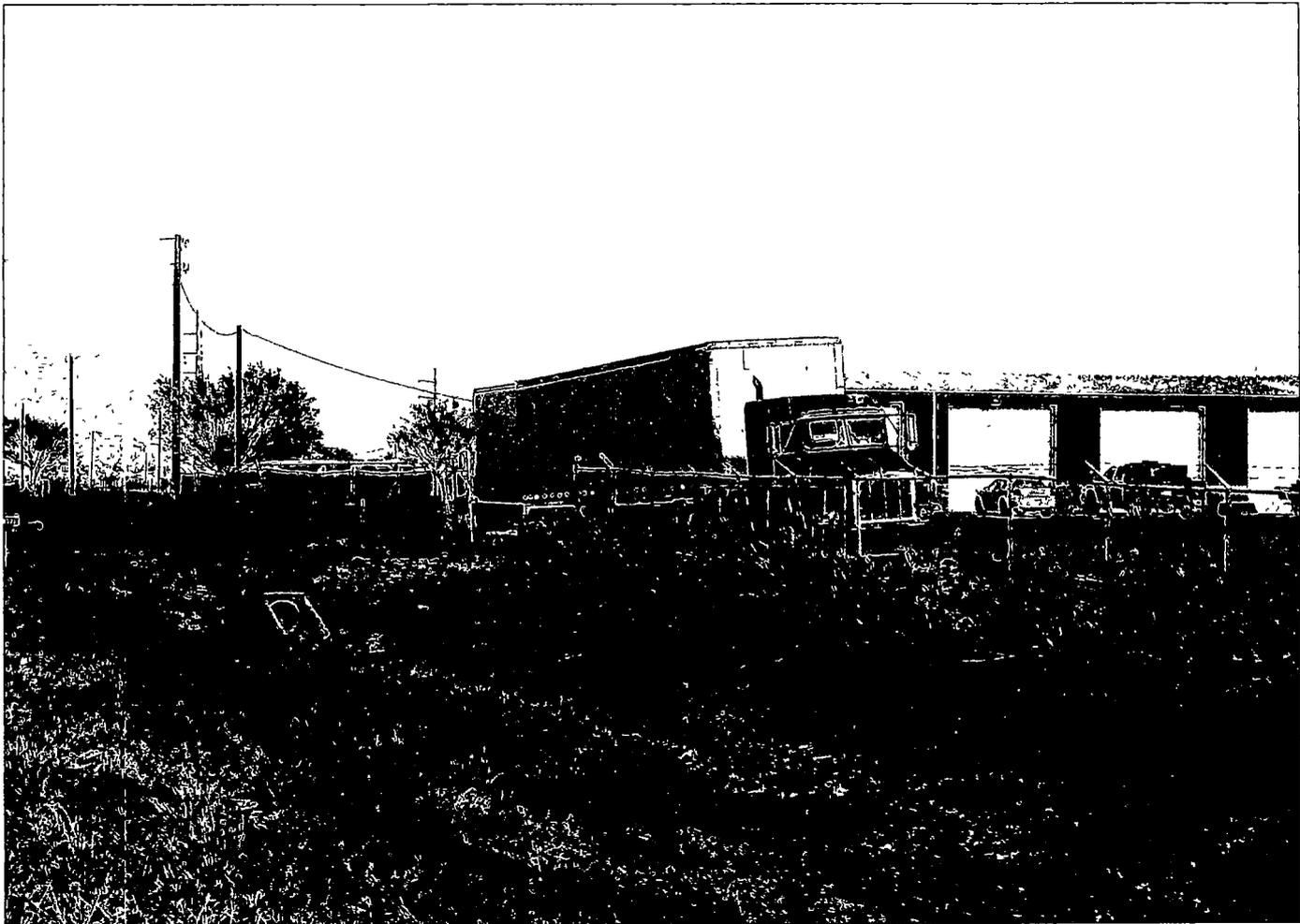


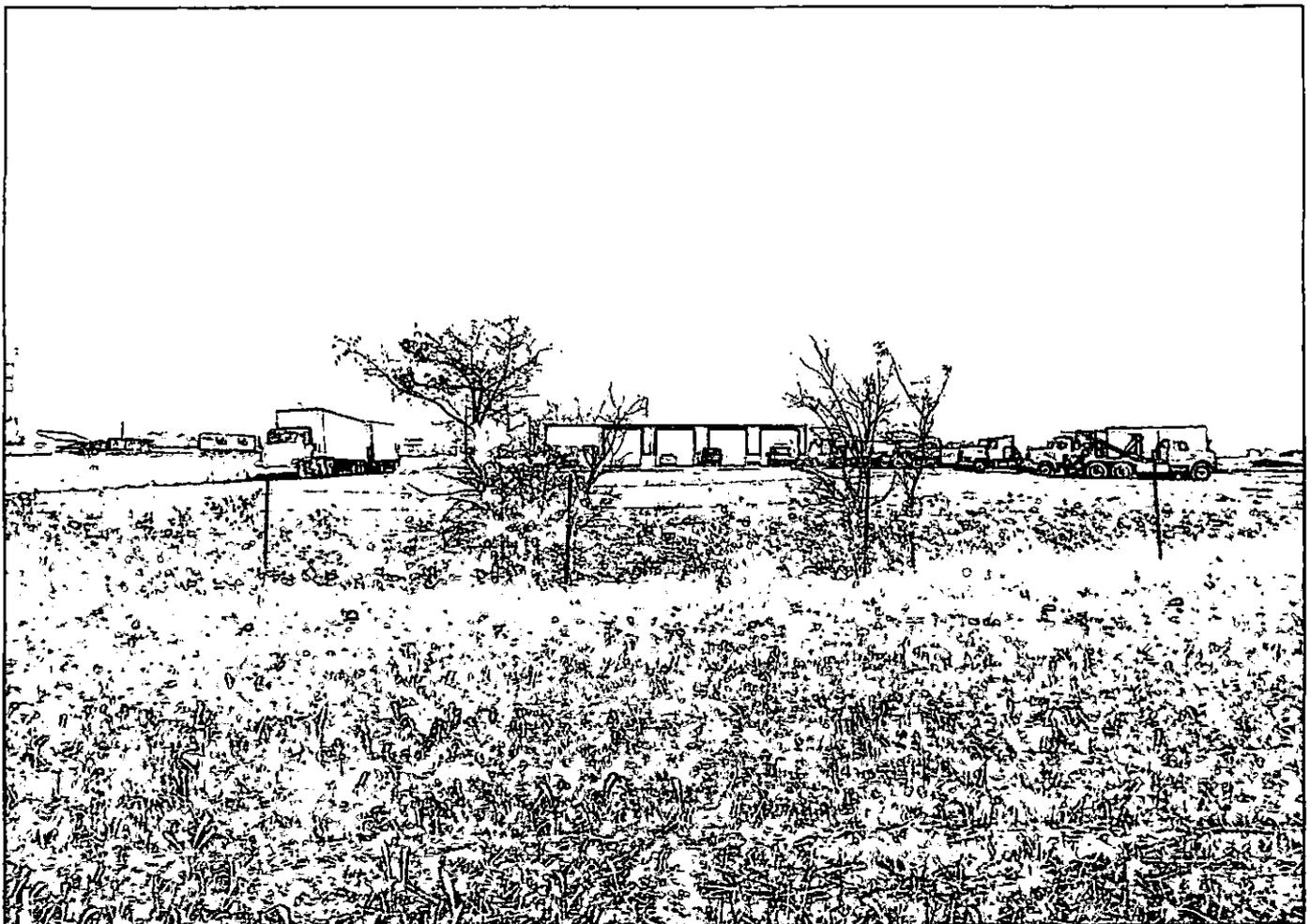
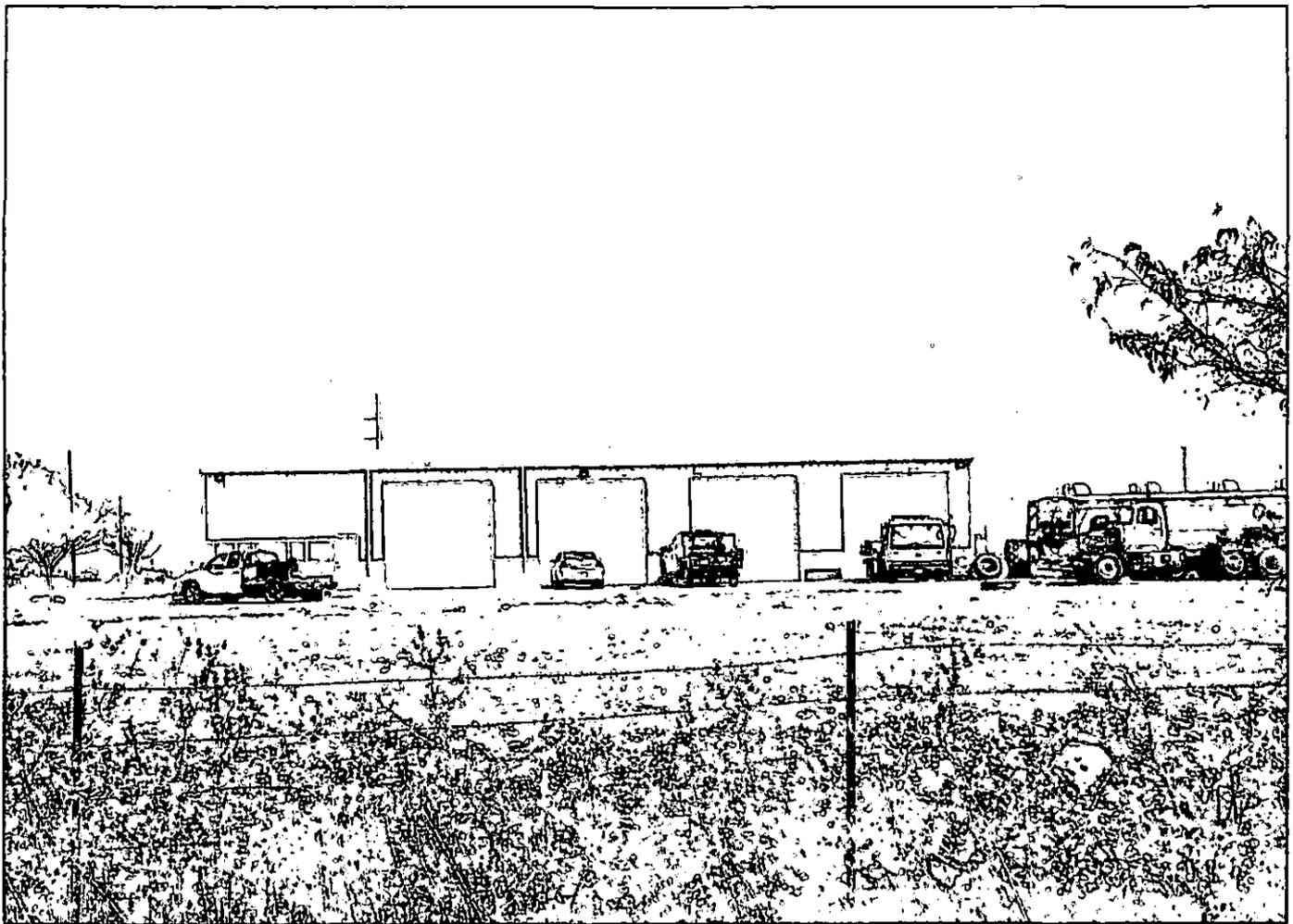


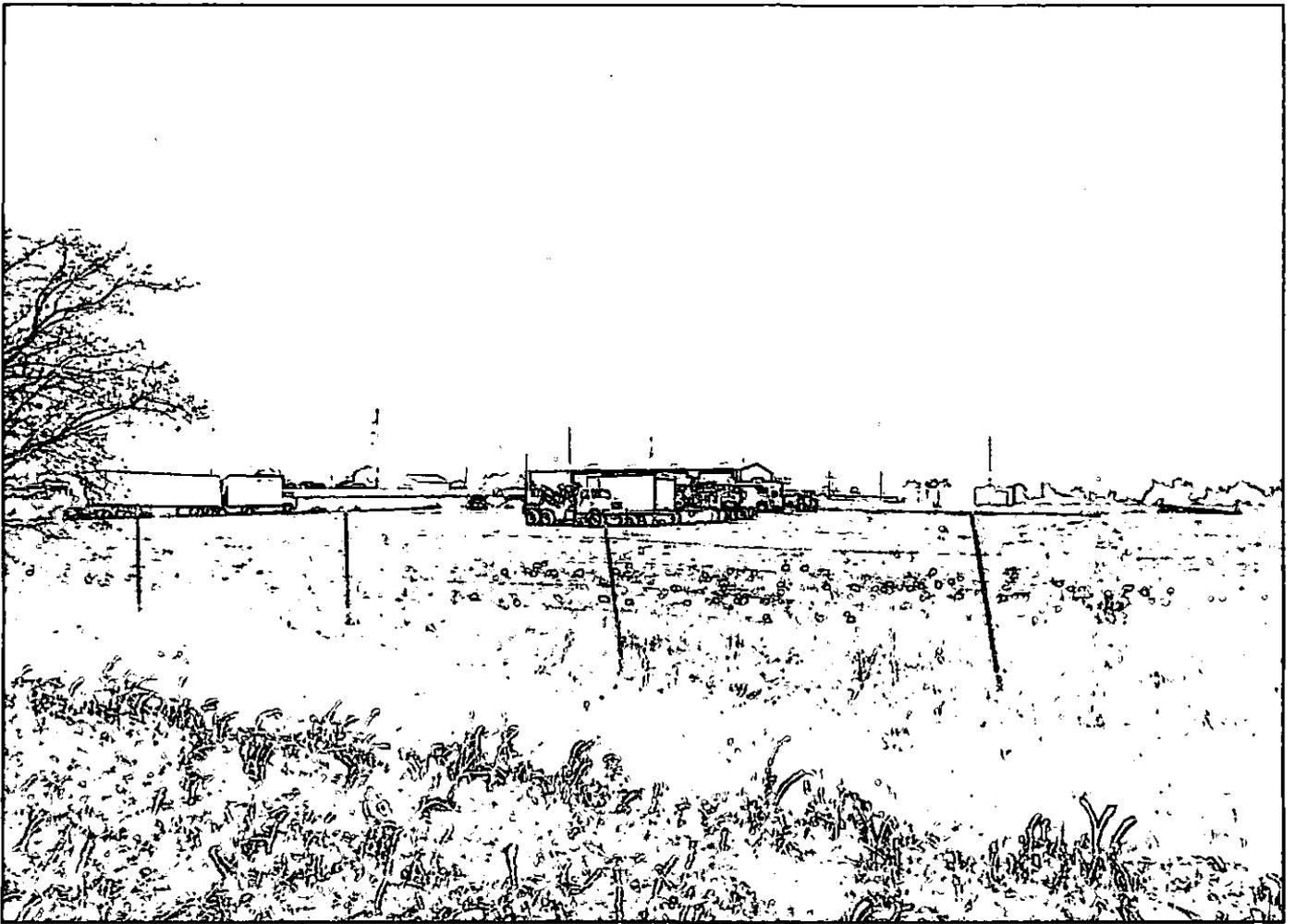


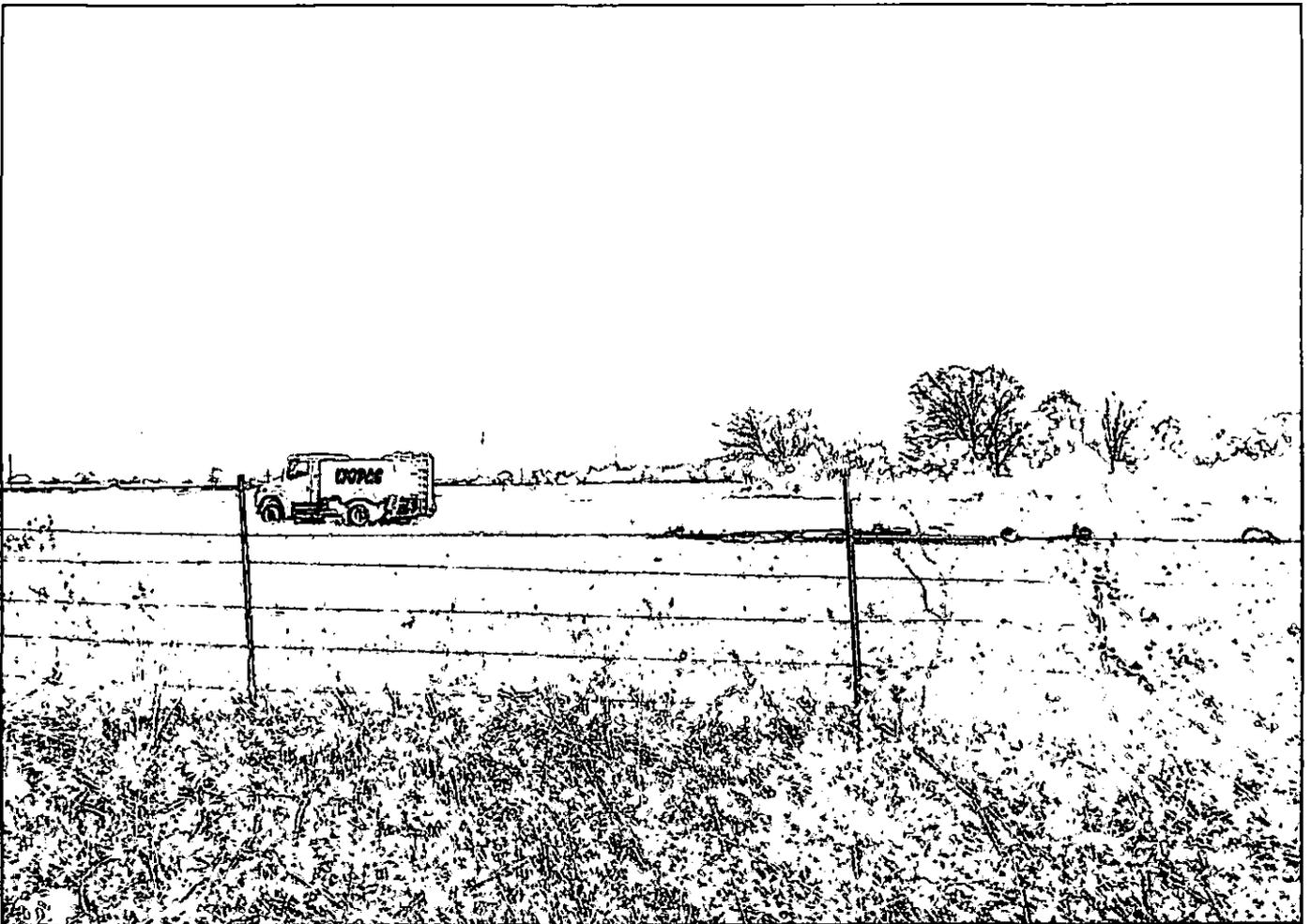


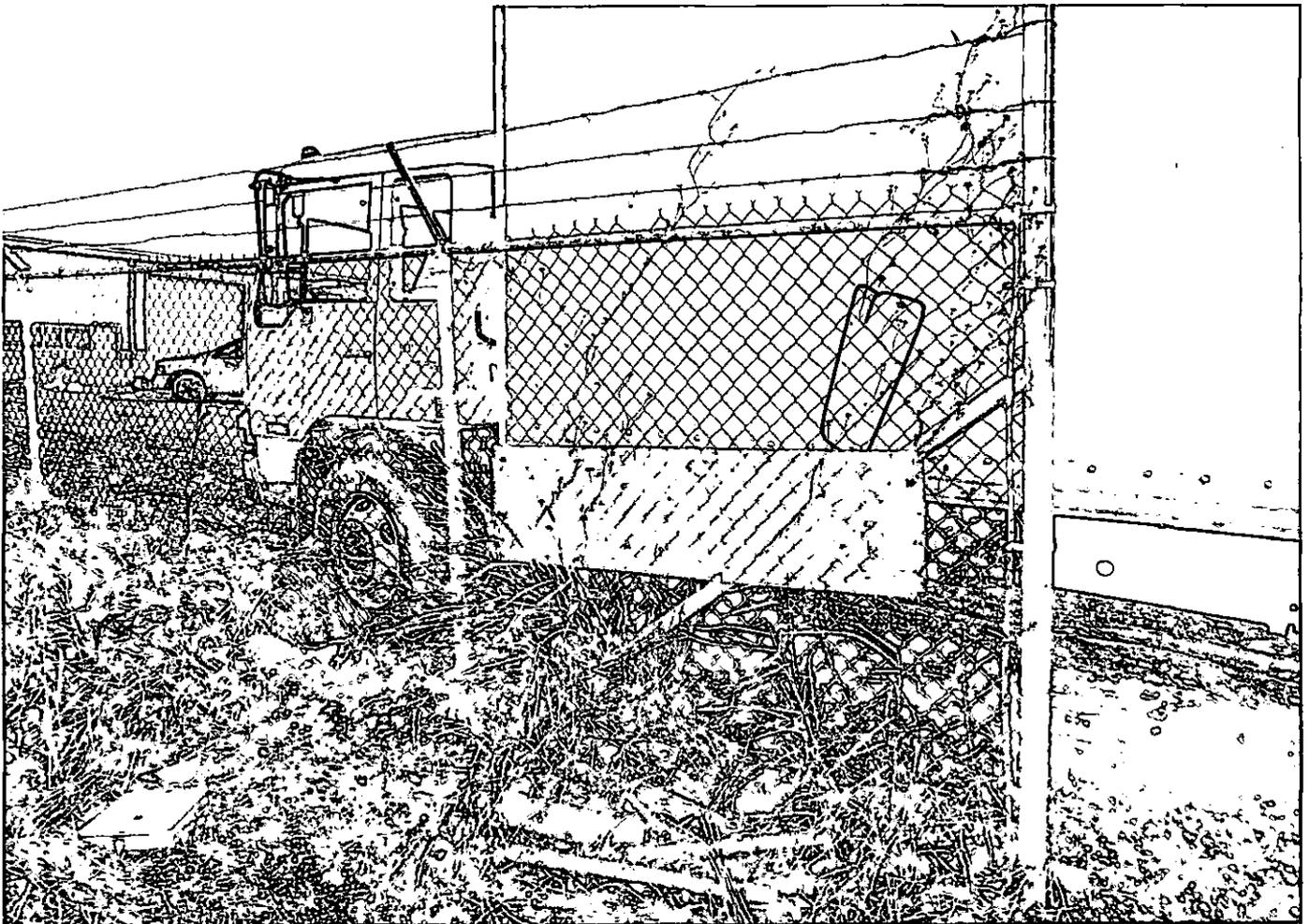












BARTON RANDY & SHARON

7424 FM 339 N

MOUNT CALM

TX

76673-3515

EMERALD HARBOR CORPORATION

PO BOX 791

KINGSVILLE

TX

78364

GONZALES SANTOS JR & MISTIE SAUL

16254 S I 35

BRUCEVILLE

TX

76630-3431

GOODE ZANDY D ETUX

6014 OLD LORENA RD

LORENA

TX

76655-3413

HARRISON TERRY

16186 S INTERSTATE 35

BRUCEVILLE

TX

76630-3430

HOBBS CHARLES BOYD

PO BOX 519

LORENA

TX

76655

LEROUX LARRY RUSSELL

16386 S IH 35

BRUCEVILLE

TX

76630

LISA B PROPERITES LLC

5025 MEADOW WOOD DR

WACO

TX

76710-1662

LYNN DONALD B TRUST

5312 FRANKLIN AVE

WACO

TX

76710-6941

MARROW ELIZABETH

16308 S IH35

BRUCEVILLE

TX

76630

NEWMAN DARRELL

PO BOX 1346

BRUCEVILLE

TX

76630-1346

RIVERA JOSE HERNAN

5947 N IH 35 E NORTH

WAXAHACHIE

TX

75165

STATE OF TEXAS

100 S LOOP DR

WACO

TX

76704-2858

WALES LAND CO

1916 FAIRFAX ST

DENVER

CO

80220

**NOTICE OF PUBLIC HEARING RELATIVE TO APPLICATION FOR LICENSE
TO OPERATE A JUNKYARD / AUTOMOTIVE SALVAGE YARD**

NOTICE IS HEREBY GIVEN in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, that a **Public Hearing will be held on Tuesday, March 15, 2016 at 9:00 a.m.** in the Commissioners Courtroom, McLennan County Courthouse, 501 Washington Ave., 1st Floor, West Wing in the City of Waco, Texas, at which time the following subject will be considered:

Application for License to Operate a Junkyard or Automotive Wrecking and Salvage Yard:

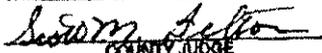
Applicant: Jose Rivera / Rivera I35 Truck Sales LLC

Business Address: 16393 South IH-35
Bruceville-Eddy, Texas 76630

The purpose of the public hearing, as per Article 8.01 of the McLennan County Ordinance / Order Establishing Rules, Regulations, and Procedures for Automotive Wrecking and Salvage Yards, Junkyards and Junked Vehicles, is to allow the applicant and/or members of the public to be heard on the question of approval/denial of the application and/or conditions to be imposed on the location.

Signed this 1st day of MARCH, 2016 at 10:00 a.m.

(Notice: Persons with disabilities who plan to attend the hearing and who may need auxiliary aids or services are requested to contact the office of the County Judge, (254) 757-5049, prior to the hearing.)

APPROVED BY COMMISSIONERS COURT
THIS 1 DAY OF MARCH 2016

COUNTY JUDGE

PUBLIC NOTICES

LEGAL NOTICES

Adoptions

▼ ADOPTION: ▼
 Happily Married, Successful
 Exec & Stay-Home-Mom
 yearn for baby to cherish.
 Expenses paid 1-800-933-1975
 ▼ Susan & Gavin ▼

NEWS
 from
HOME
 bringing you central texas,
 news and sports, over
 80,000 readers every day.
wacotrib

Legal Notices

**NOTICE OF PUBLIC HEARING
 RELATIVE TO APPLICATION
 FOR LICENSE TO OPERATE
 A JUNKYARD / AUTOMOTIVE
 SALVAGE YARD**

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Application for License to Operate a Junkyard or Automotive Wrecking and Salvage Yard:

Applicant: Jose Rivera/Rivera
 I35 Truck Sales LLC
 Business Address: 16309 South IH-35 Bruceville-Eddy, Texas 76630

The purpose of the public hearing, as per Article 8.01 of the

March 2, 2016 Powered by TECNAVIA

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Legal Notices

McLennan County Ordinance / Order Establishing Rules, Regulations, and Procedures for Automotive Wrecking and Salvage Yards, Junkyards and Junked Vehicles, is to allow the applicant and/or members of the public to be heard on the question of approval/denial of the application and/or conditions to be imposed on the location.

Signed this 01 day of March 2016 at 10:00 a.m.

(Notice: Persons with disabilities who plan to attend the hearing and who may need auxiliary aids or services are requested to contact the office of the County Judge, (254) 757-5049, prior to the hearing.)

AGENDA: March 21, 1995

2. Consideration of, and/or action on, the following:

- M. Discussion on, and/or Action to Adopt Ordinance to Regulate Automotive Wrecking and Salvage Yards, Junkyards and other Businesses Located in Unincorporated Areas of McLennan County

T-206, 1

Adopted

ORDER OF THE McLENNAN COUNTY COMMISSIONERS COURT ADOPTING
AN
ORDINANCE/ORDER ESTABLISHING RULES, REGULATIONS AND PROCEDURES
FOR AUTOMOTIVE WRECKING AND SALVAGE YARDS, JUNKYARDS AND
JUNKED VEHICLES ✓ ✓

On this the 21 day of March, 1995, came on for consideration the matter of the adoption of an Ordinance/Order Establishing Rules, Regulations and Procedures for Automotive Wrecking and Salvage Yards, Junkyards and Junked Vehicles. The discussion concerned minor changes in language to clarify the meaning of certain sections of the proposed Ordinance, budgetary implications to the County and enforcement of the Ordinance. Upon motion made by Commissioner Ray Meadows to adopt this Ordinance/Order Establishing Rules, Regulations and Procedures for Automotive Wrecking and Salvage Yards, Junkyards and Junked Vehicles, seconded by Commissioner Lester L. Gibson; and the vote being called for, voting in favor of adoption of said Ordinance were Commissioners Wayne Davis, Lester L. Gibson and Ray Meadows; voting in opposition to adoption of said Ordinance was Commissioner Fred Binner; it is ordered by the Court that said Ordinance/Order be, and the same is hereby, adopted by majority vote.

ARTICLE 8 - PROCEDURE FOR COMMISSIONERS COURT APPROVAL**8.01 Public Hearing**

Prior to approval of any application for a license pursuant to these rules, the Commissioners Court shall hold a public hearing on the question of approval of the application and conditions to be imposed on the location. At this public hearing, interested parties shall have the right to be heard on the question of approval and conditions to be imposed. The public hearing shall be held within forty-five (45) days of receipt of an application in compliance with Article 6.01 through 6.03 and 6.07 of these Rules.

8.02 Notice of Hearing

The County will give notice of the hearing by posting a notice of the date, time, place and general subject matter of the hearing:

- (A) at the County Courthouse in the same place where the notices of meetings of the Commissioners Court are posted;
- (B) at the location of the proposed Yard at a place visible from the nearest Public Road or Family Residence;
- (C) in a newspaper of general circulation in the County being the same newspaper in which the County generally posts its public notices;
- (D) by mail to all persons identified in the Application information as owning property abutting or adjacent to the proposed Yard; and
- (E) by mail to the Applicant.

The notice shall be posted, published and mailed as set forth above at least ten (10) days prior to the hearing. The public hearing notice shall also be contained as an agenda item on the Commissioners Court agenda notice for the meeting in accordance with the Open Meetings Act (Chapter 551, Government Code, Texas Codes Ann.) to the extent that such agenda notice is a separate notice from the notice posted at the Courthouse pursuant to (A) above. Any notice required to be mailed hereunder shall be considered given when the same is deposited in the U.S. Mail, postage prepaid, addressed in accordance with the information given by an Applicant.

8.03 Criteria for Approval

The Commissioners Court may deny approval of any Application for any license sought pursuant to these rules for the following reasons:

- 8.03.01 the Applicant has failed to comply with the applicable rules/regulations of Articles 5 and 6;

8.03.02 the location of the proposed yard would be detrimental to the public health, safety, or welfare;

8.03.03 the location of the proposed yard would create a hazard to the environment;

8.03.04 the location of the nearest boundary of the proposed yard would be within one thousand (1,000) feet of the nearest property line of property on which there is a church, a school, a park, a hospital, a nursing home, or a residence (single family home, duplex, apartment, townhouse, or mobile home), or the nearest boundary of a residential subdivision for which County has approved a surveyor's plat;

8.03.05 the location of the proposed yard would be incompatible with the surrounding development;

8.03.06 the location of the proposed yard would be detrimental to the economic welfare of McLennan County; or

8.03.07 the location of the proposed yard would be within one thousand five hundred (1,500) feet of a lake, river, stream or creek, or a well serving one or more residences with drinking water; or

8.03.08 the location of the proposed yard would be within the one hundred (100) year flood plain.

8.04 Notwithstanding anything to the contrary, the location restrictions of 8.03.04 above apply only where the residence or residential subdivision affected was in existence prior to the Applicant's Application for License, and a business lawfully operating at a location does not become a nonconforming use by the location of a residence or residential subdivision subsequent to the grant or renewal of a valid license under this Order.

8.05 Conditions on Approval

In granting approval of any application for a license to establish or expand or change a location of any Junkyard or Automotive Wrecking and Salvage Yard within McLennan County, the Commissioners Court may impose conditions on the location at which a Junkyard or Automotive Wrecking and Salvage Yard may operate.

8.06 Time for Approval

The Commissioners Court shall decide whether to grant or deny approval of an Application within sixty (60) days of the public hearing on that Application and, if this decision is not made within sixty (60) days, the application shall be deemed to have been approved by the Commissioners Court.

Waco Tribune-Herald

Waco, McLennan County, Texas

Affidavit of Publication

Account Number

1025716

MCLENNAN COUNTY JUDGE OFFICE
Attn SCOTT FELTON
P O BOX 1728
WACO, TX 76703-1728

Table with 5 columns: Date, Category, Description, Ad Size, Total Cost. Row 1: 03/08/2016, Legal Notices, NOTICE OF PUBLIC HEARING RELATIVE TO APPLICATION FOR LICENSE TO OPERATE A JUNKYARD / AUTOMOTIVE SALVAGE YARD, 1 x 48.00, CL, 188.21

NOTICE OF PUBLIC HEARING RELATIVE TO APPLICATION FOR LICENSE TO OPERATE A JUNKYARD / AUTOMOTIVE SALVAGE YARD

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Application for License to Operate a Junkyard or Automotive Wrecking and Salvage Yard: Applicant: Jose Rivera/Rivera I35 Truck Sales LLC Business Address: 16393 South IH-35 Bruceville-Eddy, Texas 76630

The purpose of the public hearing, as per Article 8.01 of the McLennan County Ordinance / Order Establishing Rules, Regulations, and Procedures for Automotive Wrecking and Salvage Yards, Junkyards and Junked Vehicles, is to allow the applicant and/or members of the public to be heard on the question of approval/denial of the application and/or conditions to be imposed on the location.

Signed this 01 day of March 2016 at 10:00 a.m.

(Notice: Persons with disabilities who plan to attend the hearing and who may need auxiliary aids or services, are requested to contact the office of the County Judge, (254) 757-5049, prior to the hearing.)

Publisher of the Waco Tribune-Herald

Before me, a notary public, on this day personally appeared Ana Lozano-Harper and after being duly sworn, states that she is a Multi Media Sales Manager of the Waco Tribune Herald, a newspaper published in Waco, McLennan County, Texas, and that the Notice, a copy of which is hereto attached, was published in said newspaper on the following named dates, to-wit:

03/02/2016

The First insertion being given ... 03/02/2016

Newspaper reference: 0000218270

Sworn to and subscribed before me this day:

Handwritten date: 3/7/16

Signature of Grace Allen, Notary Public

Signature of Ana Lozano-Harper, Multi Media Sales Manager

State of Texas

Waco, McLennan County

My Commission expires

Handwritten date: March 14, 2019

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE.



Zandy Goode

6014 Old Lorena, Rd.

Lorena, Texas 76655

Commissioners Court,

I wish to express my concerns about the permit being considered for a Wrecking Yard adjacent to my property. (See area map).

1. It will have an adverse effect on the value of my property and I believe the value of future development of housing and businesses on the I 35 corridor.
2. I am concerned about the environmental impact it will have, especially on the water runoff. As you can see (picture enclosed) the property already has (what I would consider an illegal dump). If the owners have no concern about dumping today, you can guess what the property will transform into if you allow a salvage yard.
3. However if you choose to allow the permit, please adhere to the provisions set by the state, Storm water monitoring (any event over .5 inches of rain and a BMP in place). I also understand the state requires salvage yards to monitor Lead and Aluminum.
4. I want to collect a pre sample of the water in my stream and place it on record so we can monitor the increase in the heavy metals (Lead, AL).
5. I hope you will require, as a condition for permit, to require a sight fence to encompass the entire area. Precedent has been set to fence the entire area (see photo) even if it is adjacent to a farming operation.
6. I would hope you would require a Buffer Zone especially where it borders my water way. This is a named creek that carries water downstream affecting many land owners.

For these reasons and more, I ask you to deny the permit.

Zandy goode



zdg

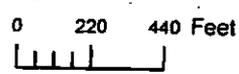


Farm: 1526
 Tract: 1422
 Kennan County



Wetland Determination Identifiers
 * - 2002/04/17
 L - Limited Determination
 C - Except from Consent when Compliance Provisions

Farmland Ac: 173.07
 Cropland Ac: 138.88



Crop Year: _____

Map Created: 11/27/2012

Wetland identifiers do not represent the size, shape, or specific delineation of the area. Refer to your original determination (FWS/NOI and attached maps) for exact wetland boundaries and labels, or contact NRE.



HAZARDOUS METALS - INLAND WATERS

STW / TXR05 / CO

PERMITTEE NAME/ADDRESS (Include Facility Name/Location, if Different)

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

NOTE: Enter your authorization number in the underlined space in the upper right hand corner of this page. Example: STW/ TXR05J102/ CO

NAME

ADDRESS

FACILITY LOCATION

(2-16) PERMIT NUMBER

(17-19) DISCHARGE NUMBER

Only if required, mail to: TCEQ (MC 213)

P.O. Box 13087

Austin, TX 78711-3087

MONITORING PERIOD

YEAR	MO	DAY	YEAR	MO	DAY
01	01	01	12	31	31
(20-21)		(22-23)		(24-25)	
(26-27)		(28-29)		(30-31)	

PARAMETER (32-37)	(3 Card Only) QUANTITY OR LOADING (54-51)		(4 Card Only) QUALITY OR CONCENTRATION (54-61)			NO. EX (82-83)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)	
	AVERAGE (46-53)	MAXIMUM	UNITS	MINIMUM (38-45)	AVERAGE (46-53)				MAXIMUM
Silver	MEASUREMENT	*****	*****	*****	*****				
	REQUIREMENT	*****	*****	*****	*****				
Zinc	MEASUREMENT	*****	*****	*****	*****		1/Year	Grab	
	REQUIREMENT	*****	*****	*****	*****				
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		TELEPHONE		DATE	
COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)									

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY OBTAIN, EVALUATE AND REPORT THE INFORMATION SUBMITTED. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

EPA Form 3320-1 (3-99)

(REPLACES EPA FORM T-40 WHICH MAY NOT BE USED)

PAGE OF

HAZARDOUS METALS - INLAND WATERS

STW / TXR05 / CO

PERMITTEE NAME/ADDRESS (include Facility Name/Location if Different)

NAME

ADDRESS

FACILITY LOCATION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGE MONITORING REPORT (DMR)

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(2-16)

PERMIT NUMBER

(17-19)

DISCHARGE NUMBER

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TCEQ (MC 213)
P.O. Box 13087
Austin, TX 78711-3087

MONITORING PERIOD

YEAR	MO	DAY	YEAR	MO	DAY
(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)
01	01	01	12	31	31

(3 Card Only) QUANTITY OR LOADING (46-53)

(4 Card Only) QUALITY OR CONCENTRATION (54-61)

PARAMETER (32-37)	QUANTITY OR LOADING (46-53)			QUALITY OR CONCENTRATION (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
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	SAMPLE REQUIREMENT	*****	*****	*****	*****	3.0 Daily Max		1/Year	Grab
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	SAMPLE REQUIREMENT	*****	*****	*****	*****	0.01 Daily Max		1/Year	Grab
Nickel	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****			
	SAMPLE REQUIREMENT	*****	*****	*****	*****	3.0 Daily Max		1/Year	Grab
Selenium	SAMPLE MEASUREMENT	*****	*****	*****	*****	*****			
	SAMPLE REQUIREMENT	*****	*****	*****	*****	0.2 Daily Max		1/Year	Grab

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGED THE INFORMATION, THE INFORMATION IS TRUE AND CORRECT. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

TELEPHONE

DATE

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TYPED OR PRINTED

AREA CODE NUMBER YEAR MO DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

(REPLACES EPA FORM T-40 WHICH MAY NOT BE USED)

PAGE OF

EPA Form 3320-1 (3-99)

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)

NAME

ADDRESS

FACILITY LOCATION

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) DISCHARGE MONITORING REPORT (DMR)

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(2-16) PERMIT NUMBER

MONITORING PERIOD

YEAR	MO	DAY
01	01	01
(20-21)	(22-23)	(24-25)

(17-19) DISCHARGE NUMBER

N/A

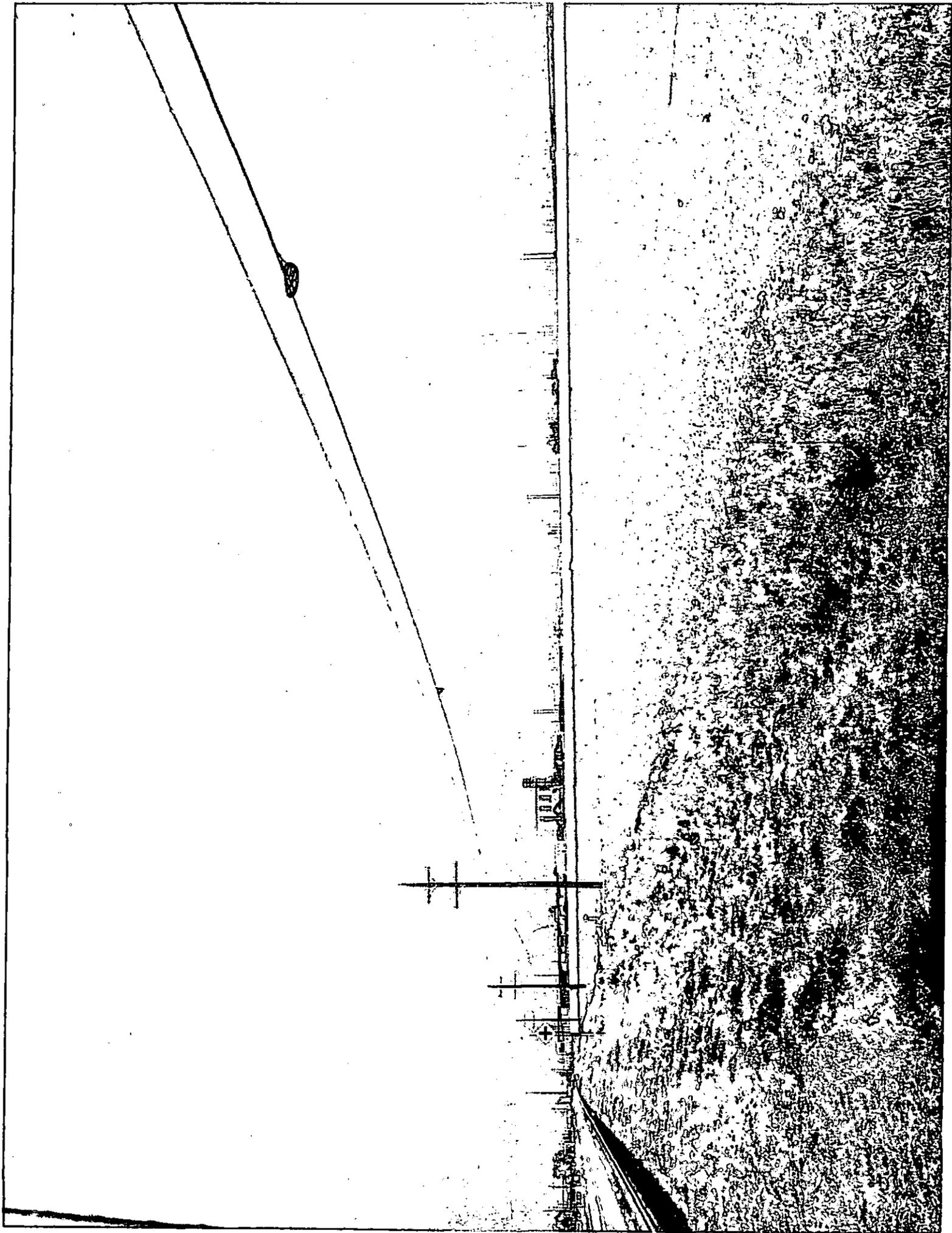
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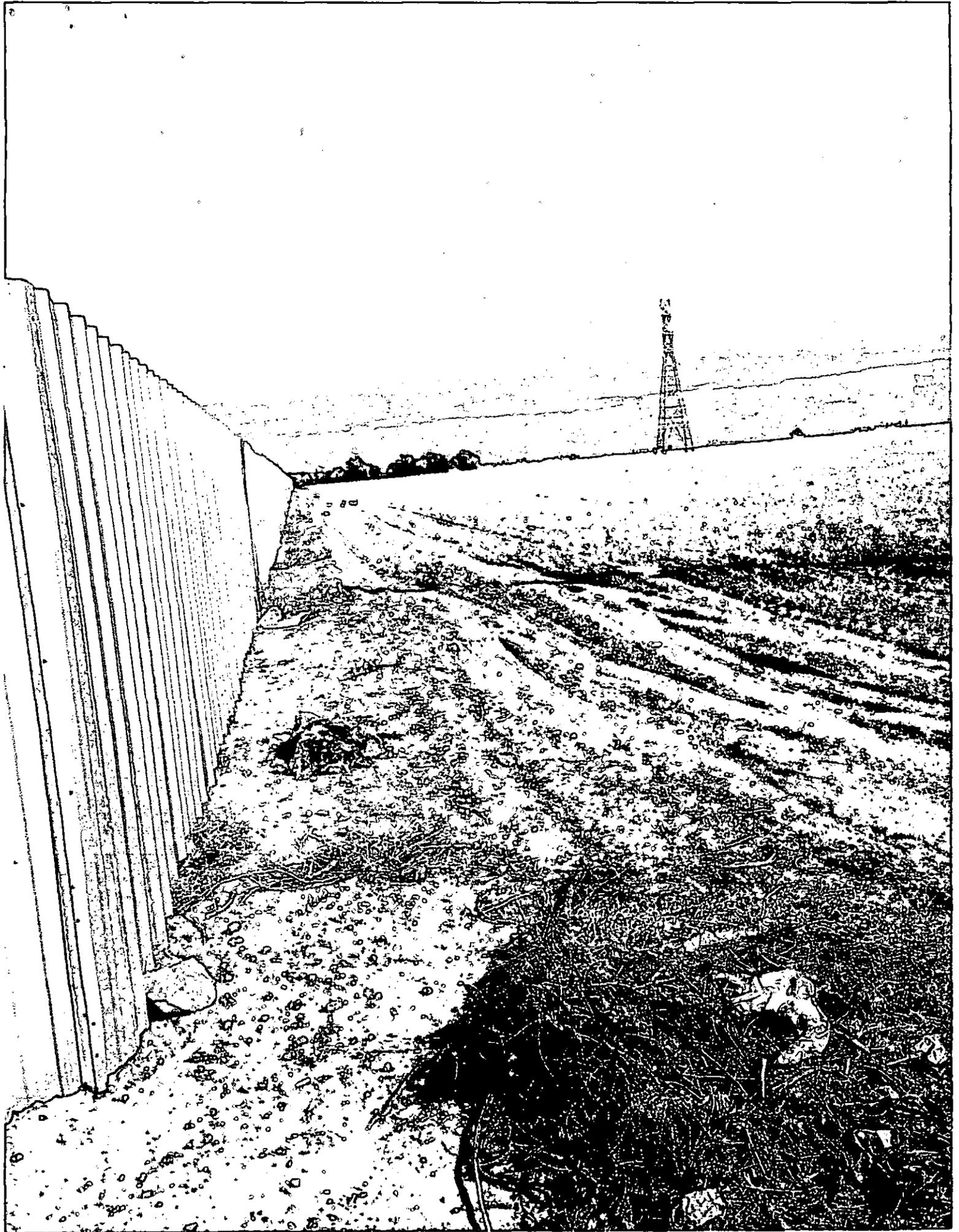
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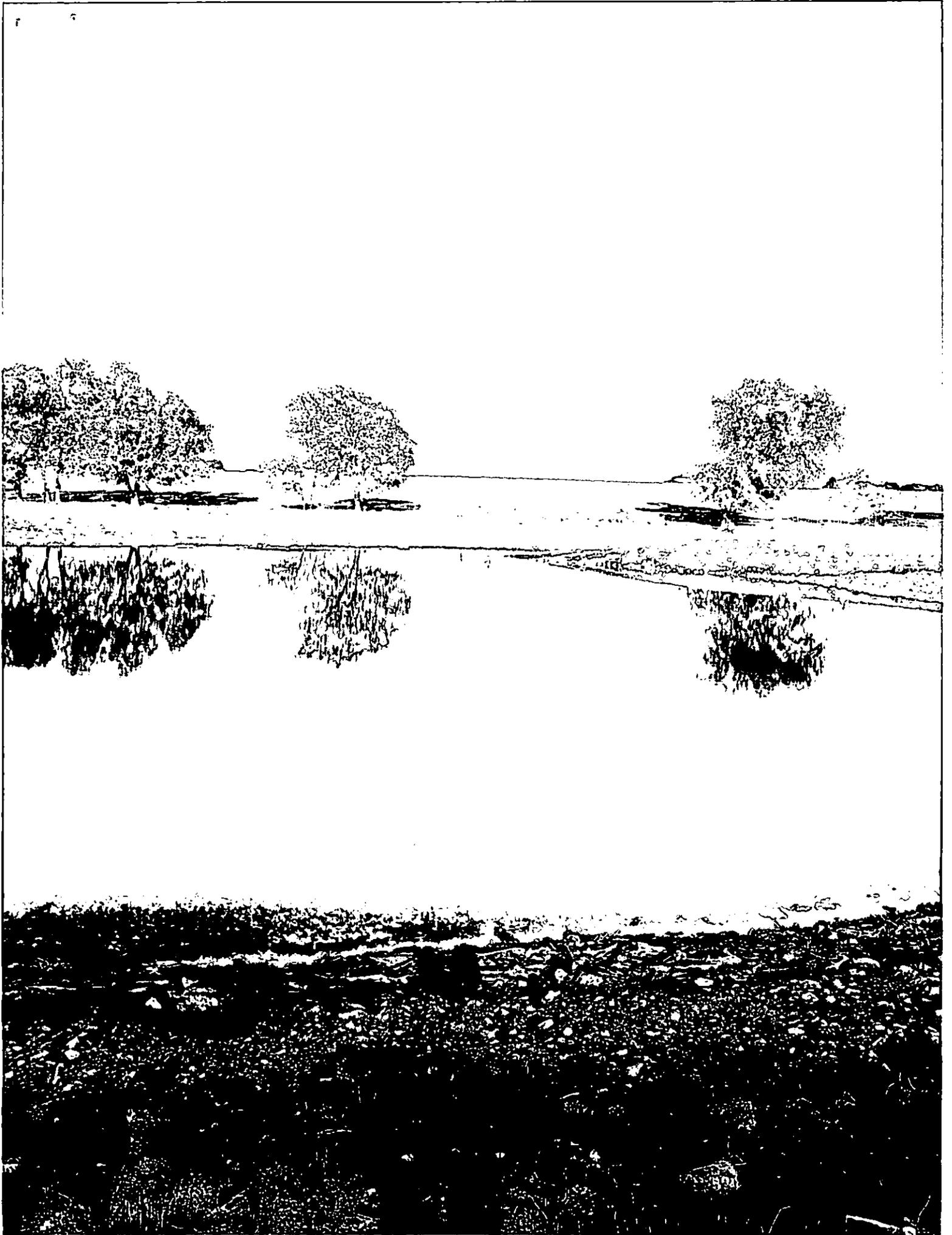
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	SAMPLE REQUIREMENT	*****	*****	*****	*****	2.0 Daily Max		1/Year	Grab

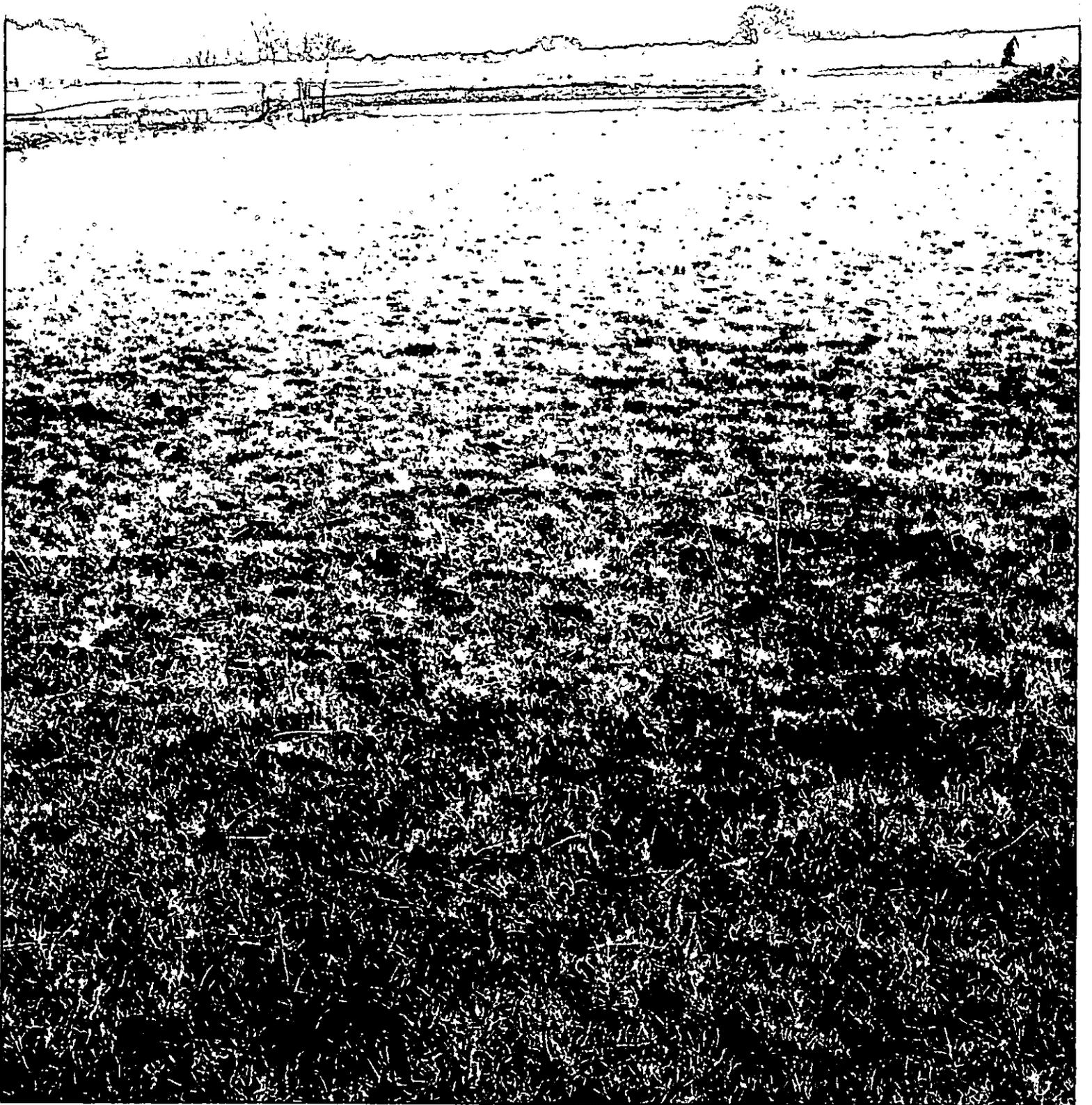
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		TELEPHONE	DATE
	CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY AGENCY OF THE PERSONNEL EMPLOYED IN THE PERFORMANCE OF THESE DUTIES, I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.		AREA CODE	NUMBER
TYPED OR PRINTED	NUMBER	YEAR	MO	DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)









FILED: MAR 15 2018

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

The Court went to item L. 7. f. Re: the Establishment of Speed Zones on N Baese Road & S Baese Road in Precinct 3 and Canaan Church Road in Precinct 4.

**PUBLIC HEARING RE: THE PROPOSED ESTABLISHMENT
OF SPEED ZONES**

**RE: THE ESTABLISHMENT OF SPEED ZONES N BAESE ROAD AND
S BAESE ROAD IN PRECINCT 3 AND CANAAN CHURCH
ROAD IN PRECINCT 4**

On this the 15 day of March, 2016, came on for consideration the matter Regarding the Establishment of Speed Zones N Baese Road and S Baese Road in Precinct 3 and Canaan Church Road in Precinct 4: Public Hearing re: the Proposed Establishment of Speed Zones. Judge Felton asked if there is anyone here to comment on this issue. Not hearing anyone speak, County Judge Scott M. Felton closed the Public Hearing.

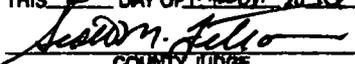
PUBLIC HEARING AND ACTION ON
THE ESTABLISHMENT OF SPEED ZONES ON
THE FOLLOWING ROADS IN PRECINCT 3

On this the 15th day of March 2016 there came before the Commissioners Court the matter of holding a public hearing for the purpose of hearing from interested members of the public in connection with establishing a speed limit on the following roads in Precinct 3:

Precinct 3:

- N Baese Road:** Thirty-five (35) miles per hour from Tours Road (FM 3149) to Bode Road; and
- S Baese Road:** Thirty-five (35) miles per hour from Bode Road to Leroy Parkway (FM 308).

Upon conclusion of the public hearing, the Court reconvened in regular session and upon motion being made by Commissioner Jones, seconded by Commissioners Perry/Snell and duly passed, said speed zone was approved and the placement of appropriate signs was authorized.

APPROVED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 2016

COUNTY JUDGE

FILED MAR 15 2016

J. ANDY HAWWELL County Clerk
McLennan County, Texas
By Myrceluz G. Brown, J.P.

PUBLIC HEARING AND ACTION ON
THE ESTABLISHMENT OF A SPEED ZONE ON
THE FOLLOWING ROAD IN PRECINCT 4

On this the 15th day of March 2016 there came before the Commissioners Court the matter of holding a public hearing for the purpose of hearing from interested members of the public in connection with establishing a speed limit on the following road in Precinct 4:

Precinct 4:

Canaan Church Road: Forty-five (45) mph from FM 185 to Bohne Road.

Upon conclusion of the public hearing, the Court reconvened in regular session and upon motion being made by Commissioner Perry, seconded by Commissioner Snell and duly passed, said speed zone was approved and the placement of appropriate signs was authorized.

APPROVED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 2016
Scott M. Jeter
COUNTY JUDGE

FILED MAR 15 2016

IA ANDY HAWWELL County Clerk
McLennan County, Texas
By Myrceluz Gowan DEPUTY

The Court went to item L. 6. c. Presentation re: the Brazos River Study.

DISCUSSION ONLY:

PRESENTATION REGARDING THE BRAZOS RIVER STUDY:

EMERGENCY MANAGEMENT

On this the 15 day of March, 2016, came on for consideration the matter of Emergency Management: Presentation regarding the Brazos River Study. Mr. Frank Patterson and Mr. Jerry Cotter with Fort Worth District U. S. Army Corps of Engineers gave a presentation to the Court regarding the Brazos River Study. Discussion Only.

Background Information

The United States Army Corps of Engineers (USACE) owns and operates nine reservoirs in the Brazos River Basin that are critical to the normal daily activities of residents in the basin. The operation of these reservoirs provides national, regional, and local benefits that include drought impact reduction, hydropower, water supply, recreation, environmental support, and flood risk management.

In 2013, USACE began a national implementation effort to have all of the USACE watersheds fully modeled within the Corps Water Management System (CWMS) – which is the automated information system used by USACE Water Managers to perform water control management. There are several different models being developed within the CWMS. CWMS models for the Brazos River Basin are currently underway with an expected hand-over date to the Fort Worth District of April 2016.

Three of the nine USACE reservoirs are in and around McLennan County: Lake Whitney, Lake Waco, and Aquilla Lake. During a recent flood event (in May-June 2015), maximum combined releases from these three reservoirs impacted the Baylor University's new McLane Stadium by flooding the parking lot. Additionally, in 2007, two neighborhoods in McLennan County experienced flooding. Flows during both of these events were significantly less than the flow that is allowable from the three USACE reservoirs – which is a concern with the significant development along the Brazos River in McLennan County.

Regulatory flood plain mapping for the Brazos River in McLennan County is out of date and does not provide the information needed to properly manage flood plain development activities. An operational study is planned to analyze how the Fort Worth District makes release decisions that affect McLennan County.

The study proposed in the scope of work of the Letter of Agreement will use the CWMS models to recommend frequency water flow through McLennan County, and will also provide water surface profiles for the area. At the same time as this study is going on, a separate project – the USACE Dam Operational Study – will be underway. Once the results of the two studies are combined, the USACE and County officials will have a clear indication of floor risk status through McLennan County, and dam operational impacts through the study area.

The non-governmental portion is \$182,500.00, to be split between McLennan County and the City of Waco.



Buster Chathum

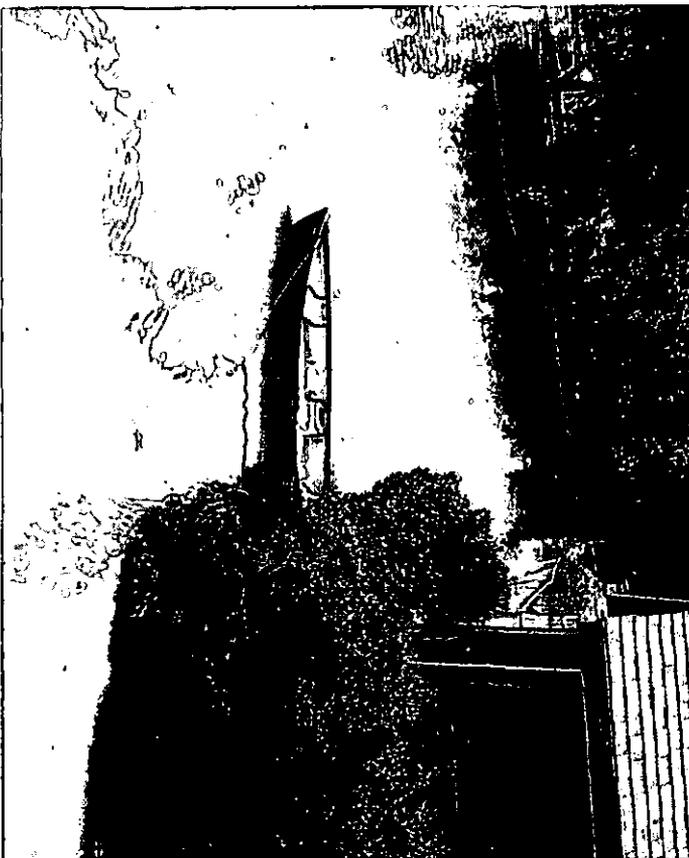
River by the dam

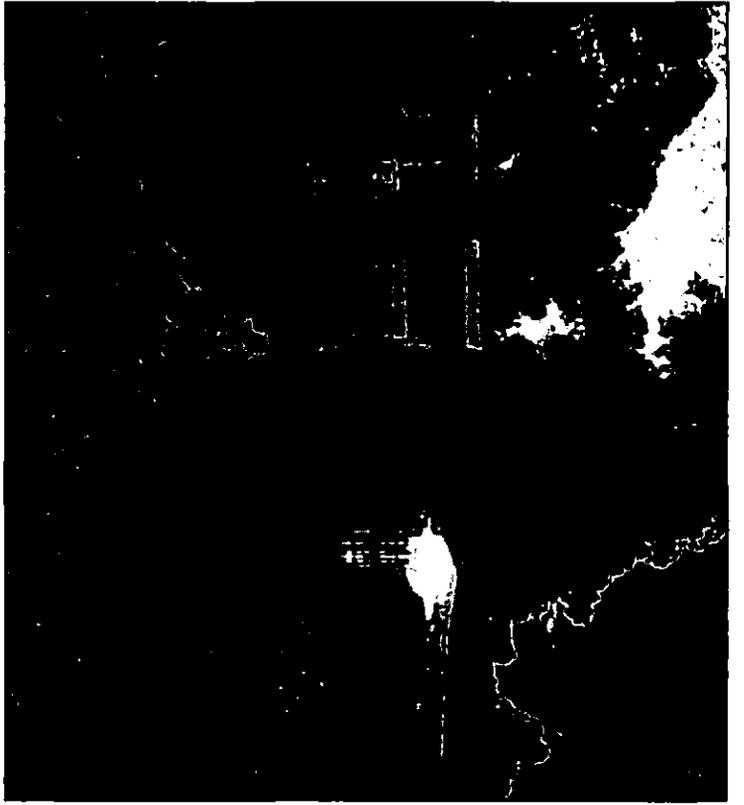


Washington Lane



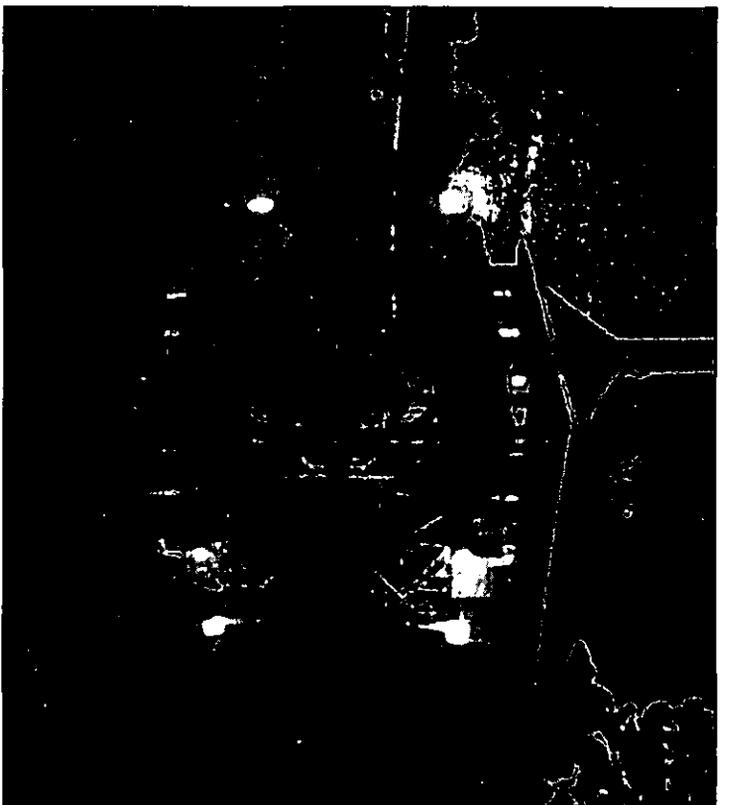
Washington Lane



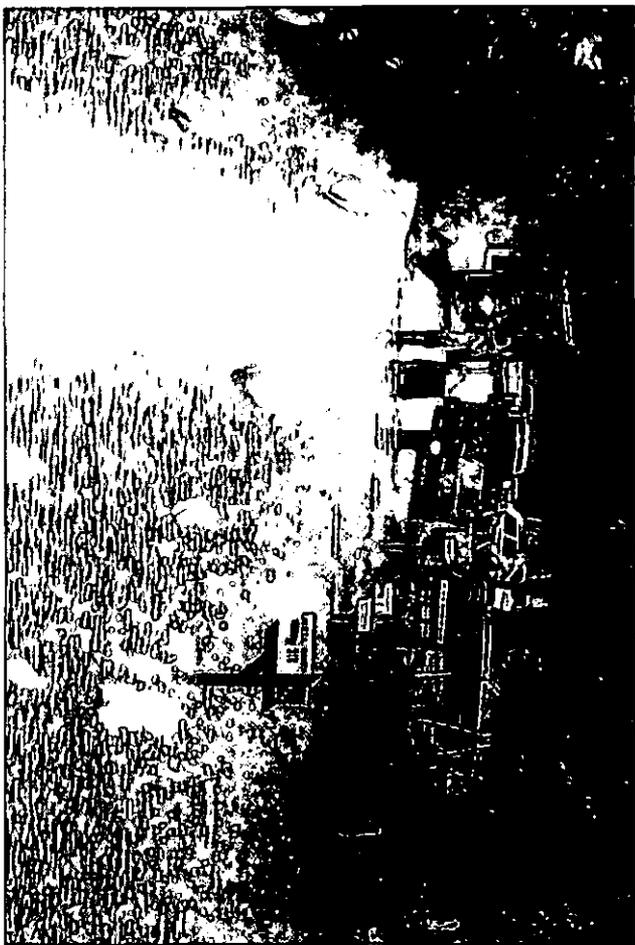


Honey

Lane



Honey Lane



Appendix 1
BRAZOS RIVER BASIN STUDY
SCOPE OF WORK

1.0 Background

The US Army Corps of Engineers (USACE) owns and operates nine reservoirs in the Brazos River Basin that are critical to the normal daily activities of residents in the basin. The operation of these reservoirs provides national, regional and local benefits that include flood risk management, drought impact reduction, hydropower, water supply, recreation, and environmental support as authorized by Congress. In 2013, USACE began a national implementation effort to have all the USACE watersheds fully modeled within the Corps Water Management System (CWMS). CWMS is the automated decision support tool developed by the Hydrologic Engineering Center (HEC) for USACE Water Managers. The models being developed for the national CWMS implementation include basin-wide models for surface water hydrology in HEC-HMS, reservoir operations in HEC-ResSim, river hydraulics in HEC-RAS, and economic flood damages in HEC-FIA. CWMS models for the Brazos River Basin are currently underway with an expected hand over date to the Ft Worth District of April 2016.

There are three USACE reservoirs upstream of the City of Waco, TX, which is located in McLennan County. These reservoirs are Lake Whitney, Waco Lake, and Aquilla Lake. An operational study is planned to analyze how the Ft Worth District makes release decisions that affect the City of Waco. The control point flow at the USGS gage on the Brazos River at Waco is 60,000 cfs. There has been and continues to be significant development along the Brazos River in the City of Waco and in McLennan County. During the recent May – June 2015 flood event, maximum combined releases from these three reservoirs of approximately 29,000 cfs impacted the new Baylor University football stadium by putting water in the parking lot of the stadium. Additionally, two neighborhoods in McLennan County, in the vicinity of Waco, Texas experienced flooding in 2007. Flows during both of these events were significantly less than the allowable flow as cited in the operation plans for the three reservoirs. Currently there is not up-to-date modeling and mapping products that would support determination of dam operational impacts on the city of Waco. Current impact assessments are based on field observations.

The City of Waco officials, McLennan County officials as well as their consultants, indicated in a meeting on 27 August, 2015, that the regulatory flood plain mapping for the Brazos River in the vicinity of Waco, Texas is out of date and does not provide the information they need to properly manage floodplain development activities.

The study proposed in this scope of work will leverage the CWMS models developed using national funding and will marry with the USACE Dam Operational Study to give USACE, City and County officials a clear indication of flood risk status through Waco, Texas and dam operational impacts through the study area. The final product will be regulatory discharges and Base Flood Elevations (BFEs) that will be used to develop floodplain mapping products. The Federal Emergency Management Agency (FEMA) will be responsible for the regulatory maps.

2.0 Study Area

The Brazos River begins in Curry County, New Mexico and flows east through Texas to Possum Kingdom Lake where it flows in a southeasterly direction to empty into the Gulf of Mexico near Freeport, TX. The Brazos River is the 11th longest river in the United States flowing 1,280 miles. The Brazos River and its principal tributaries Clear Fork Brazos River, Aquilla Creek, Bosque River, Leon River, Lampasas River, Little River, San Gabriel River, Navasota River, and Yegua Creek flow through mostly rural and agricultural areas. The largest urban areas are Waco, Belton, Georgetown, Richmond, and Freeport. The total drainage area of the Brazos River basin is approximately 45,625 square miles. The precipitation varies from west to east and from the north to south portions of the basin. The upper Brazos from the west to the east receives 15 – 30 inches and from the upper to lower receives 30 – 45 inches, on average, each year. The basin, particularly in the southern basin, can experience extremely intense precipitation events capable of producing staggering rainfall totals. These systems range from intense thunderstorms to hurricanes.

The climate of the Brazos River watershed varies considerably from temperate to subtropical with the Waco, TX area being in the temperate zone. The average annual temperature is 59° in its upper reaches to 70° in the coastal region. Normally, the winters are mild and short, but severe weather is not unknown. The average annual rainfall for the entire basin is 29.5 inches, with the average annual rainfall for Waco, TX being 34.69 inches. Soil types along the Brazos vary from sandy loams to deep clay. A variety of natural vegetation ranges from scattered oak mottes and bunch grasses in drier areas to conifers and hardwoods in areas where rain is plentiful. Virtually the entire area of the watershed is suitable for some form of farming or ranching activity. The most important products of the region are cotton, cattle, and oil.

Many reservoirs were constructed in the Brazos Basin and they are managed for flood control, water supply, recreation, hydropower, and other uses. The Brazos River Authority (BRA) is the primary entity that manages surface water in the Brazos Basin. BRA operates two large water supply reservoirs that directly impact USACE water management activities at Lake Whitney and indirectly at Aquilla and Waco Lakes. These BRA reservoirs are Possum Kingdom Lake and Lake Granbury.

During non-flood control operations, the USACE reservoirs are operated for water supply and hydropower (Lake Whitney only). During flood control operations, the USACE reservoirs are operated to multiple downstream USGS gages to provide a balanced system approach of the USACE flood storage and the local water supply reservoir releases. The USGS gage downstream of Lake Whitney, Aquilla Lake and Waco Lake is Station Number 08096500 Brazos River at Waco, TX.

3.0 Hydrology

The methodology that is proposed for the hydrology is a multi-layered analysis that will calculate frequency flows in the Brazos River Basin through several different methods and compare their results before making final flow recommendations. The purpose of this analysis is to produce a set of frequency flows that are consistent and defensible across the basin.

The proposed multi-layered analysis includes three main components: (1) Statistical Hydrology of representative stream gages, (2) HEC-HMS modeling, and (3) RiverWare modeling. After completing these different types of analyses, their results will be compared to the existing published frequency flows within the study area. Final frequency flow recommendations will then be made after consideration of all the known hydrologic information.

3.1 Statistical Hydrology

In the statistical hydrology portion of the analysis, the annual peak stream flow gage records will be analyzed for USGS stream gages listed in the following table. The gages being analyzed are typical of large rivers and include gages in the Brazos, Trinity and Colorado River watersheds. This portion of the analysis will be completed in collaboration with the US Geological Survey (USGS) Scientific experts. The statistical analysis has been completed for the gages in the Trinity River as part of the Upper Trinity Flow Frequency Study completed by the USACE, collaboratively with the USGS in 2014 and as part of the Trinity River Basin Hydrology for FEMA Flood Risk Mapping study that is currently ongoing.

The first task of this analysis will be to assess whether it is appropriate to apply statistical flow frequency analysis to each gage record. Several factors will be considered in this applicability determination, including the length of the gage record as compared to the probability of the event being determined, the effects of reservoir regulation on the observed flows at the gage, and changes in the watershed over the observed gage record. Changes in the watershed during the period of record will be examined by looking at urbanization, land use, and storage changes due to the construction of small detention ponds.

The second task under statistical hydrology will consider effects of climate variability on the gage record. The Palmer Drought Severity Index (PDSI) at the time of each recorded annual peak will be used to divide the gage record into a "wet" peak series and a "dry" peak series. This data will then be used to plot "wet" and "dry" frequency curves along with the "normal" frequency curve that is plotted from all of the data.

The third and final task under statistical hydrology will be to employ various statistical methods along with expert judgment to generate recommended frequency curves for each gage site. The statistical methods employed may include the Expected Moments Algorithm, the conventional log-Pearson Type III distribution, and the conditional adjustment for high and low outliers. Confidence limits will be plotted around each recommended frequency curve to illustrate the band of uncertainty around each flow frequency estimate. Results of the period-of-record RiverWare analysis, discussed in Section 3.3, will also be used to extend the period of record at each gage site and to adjust the historic observed peaks to reflect present regulation conditions.

USGS Gage No.	LOCATION	USGS Gage No.	LOCATION
08082000	Salt Fk Brazos Rv nr Aspermont, TX	8042800	W Fk Trinity Rv nr Jacksboro, TX
08082500	Brazos Rv at Seymour, TX	8044500	W Fk Triniity Rv nr Boyd, TX
08084000	Clear Fk Brazos Rv at Nugent, TX	8045550	W Fk Trinity Rv at White Settlement Rd, Fort Worth, TX
08084200	Clear Fk Brazos Rv at Lueders, TX	8047500	Clear Fk Trinity Rv at Fort Worth, TX
08085500	Clear Fk Brazos Rv at Ft Griffin	8048000	W Fk Trinity Rv at Fort Worth, TX
08088000	Brazos Rv nr South Bend, TX	8048543	W Fk Trinity Rv at Beach St, Ft Worth, TX
08088610	Brazos Rv nr Graford, TX	8055500	Elm Fk Trinity Rv nr Carrollton, TX
08089000	Brazos Rv nr Palo Pinto, TX	8055560	Elm Fk Trinity Rv at Spur 348, Irving, TX
08090800	Brazos Rv nr Dennis, TX	8057000	Trinity Rv at Dallas, TX
08091000	Brazos Rv nr Glen Rose, TX	8057410	Trinity Rv bl Dallas, TX
08093100	Brazos Rv nr Aquilla, TX	8062500	Trinity Rv nr Rosser, TX
08095000	N Bosque Rv nr Clifton, TX	8062700	Trinity Rv at Trinidad, TX
08095200	N Bosque Rv at Valley Mills, TX	8065000	Trinity Rv nr Oakwood, TX
08096500	Brazos Rv at Waco, TX		
08098290	Brazos Rv nr Highbank, TX		
08099500	Leon Rv nr Hasse, TX		
08100000	Leon Rv nr Hamilton, TX		
08100500	Leon Rv at Gatesville, TX		
08102500	Leon Rv nr Belton, TX		
08104100	Lampasas Rv nr Belton, TX		
08104500	Little Rv nr Little River, TX		
08105700	San Gabriel Rv at Laneport, TX		
08106350	Little Rv nr Rockdale, TX		
08106500	Little Rv nr Cameron, TX		
08108700	Brazos Rv at SH 21 nr Bryan, TX		
08152900	Pedernales Rv nr Fredericksburg, TX		
08153500	Pedernales Rv nr Johnson City, TX		
08158000	Colorado Rv at Austin, TX		
08159000	Onion Ck at US Hwy 183, Austin, TX		
08159200	Colorado Rv at Bastrop, TX		
08160400	Colorado Rv abv La Grange, TX		

3.2 HEC-HMS Modeling

In the second phase of the multi-layered analysis, surface water hydrologic modeling will be completed using the basin-wide HEC-MS model developed for the Brazos Basin CWMS Implementation as a starting point. The study area for this portion of the hydrologic analysis will be the area downstream of the USACE reservoirs (Whitney, Aquilla, and Waco) through McLennan County to an area far enough downstream to begin the hydraulic modeling. Additional level of detail will be added in this urban area to support FEMA's more detailed mapping efforts. Storms for the regulatory flows will be centered downstream of the USACE dams and results from the model will be used as a comparison to the statistical hydrology outlined in Section 3.1. As part of this analysis, the model will also include a range of releases from the USACE reservoirs that could occur simultaneously with the storm downstream.

3.3 Hypothetical Frequency Storms with Uniform Rainfall

This portion of the HEC-HMS modeling will involve running the hypothetical frequency storms with uniform rainfall depths applied across the study area. The frequency point rainfall depths from TP-40 and Dr. Asquith's research (1998) will be used to develop the flood frequency estimates. The frequency point rainfall depths and durations will be entered into HEC-HMS along with the appropriate depth-area relationships for the standard frequency events having an annual exceedance probability (AEP) of 0.2%, 0.4%, 1%, 2%, 4%, 10%, 20%, and 50%. Initial and constant losses will then be applied to the standard frequency events based on soil type using the USACE Fort Worth District methodology.

3.2.2 Rainfall Sensitivity Analysis using Design Storms

The standard recommendations of TP-40 and other hydrologic references are to use uniform rainfall distributions on drainage areas up to 400 square miles. The study area below the USACE reservoirs is greater than 400 square miles. Therefore, a sensitivity analysis will be performed on the peak flow results using design storm methodology. The same point rainfall depths and durations will be applied in this task as were used in the uniform rainfall task (Section 3.2.1), but the spatial distribution will vary. A variety of storm centering, orientations, and area reductions will be tested and the results will be summarized in terms of the peak flow values. If the sensitivity results show very little variation in the resulting peak flows, then the results from the uniform rainfall methods may be used. If the sensitivity analysis shows that the basin is sensitive to spatial variation, then the design storm methodology will be used.

3.2.3 Compare HEC-HMS Modeling Results with Statistical Hydrology Results

The peak flow frequency results computed from the HEC-HMS portion of the analysis will then be compared to the recommended frequency curves from the statistical hydrology portion of the analysis for the Brazos River at Waco gage. Agreement/conflicts between the results will be analyzed.

3.2.4 Final Frequency Flow Recommendations

After all of the analyses are complete, which include the above and also include RiverWare modeling, reservoir studies and stochastic analysis of ensemble wet periods which are part of the Brazos Operational Scope being done with O&M funding, the results of each hydrologic method will be plotted with their confidence bands and compared to one another. The current modeling results will also be compared to the existing published frequency flows within the basin. At this point, the modeler will look for agreement between the different methods.

After careful examination of the results of the multi-layered analysis along with the existing published flows, final recommendations will be formulated for frequency flow estimates throughout the basin. The final flow recommendations will be communicated to the local stakeholders and FEMA and will be summarized in the form of frequency discharge tables in the hydrology report.

4.0 Hydraulics

A hydraulic model will be completed using the basin-wide HEC-RAS model developed for the Brazos CWMS Implementation as a starting point. The hydraulic model extents will be from the USACE reservoirs (Whitney, Aquilla, and Waco) to a point downstream of McLennan County. More detailed cross-section data will be needed than what was developed for the CWMS model. The City of Waco constructed a labyrinth weir several years ago and they have provided the hydraulic model that was developed for this project. This model is geo-referenced and includes detailed survey sections through the reach of the Brazos River through Waco. This model will be incorporated in to the CWMS model as part of the CWMS study.

Using the final frequency discharges developed during the hydrology phase of this study, the HEC-RAS model will be run to provide elevations for the various frequency floods referenced in Section 3.2.1. Water surface profiles and elevations for the 1% AEP flood will be compared to existing published elevations. The hydraulic model and recommendations will be provided to FEMA and the local stakeholder. The FEMA regulatory products (mapping and Base Flood Elevations) will be the responsibility of FEMA and the local stakeholder.

5.0 Deliverables

The final deliverables for the Brazos River Planning Assistance to States study with the City of Waco, TX, will include a final hydrology and hydraulic report that will present the final recommended frequency flows and the final water surface profiles through the study reach.

The report will summarize all of the study's data inputs, methods of analysis, and conclusions. It will include plots of the frequency results from the different methods plotted against one another. The final results section will include frequency discharge tables of the final recommended frequency flow values for the study area. The report will also include plots of the water surface profiles through the study reach.

6.0 Project Management

The project management portion of this study will include team meetings, coordination meetings within USACE as well as coordination meetings with City of Waco and McLennan County officials and their representatives. In addition, close coordination with FEMA will be required. The PAS study (this SOW) and the Dam Operational Study will be ongoing concurrently and close coordination will be required between all members of both teams.

7.0 Cost and Schedule

The schedule for this study is contingent upon receipt of funding. The statistical analysis portion of this study can begin prior to April 2016 pending availability of the statistical hydrology expert. Upon completion of the CWMS Implementation modeling and hand off to the District, anticipated to be April 2016, the HEC-HMS modeling and HEC-RAS modeling can commence.

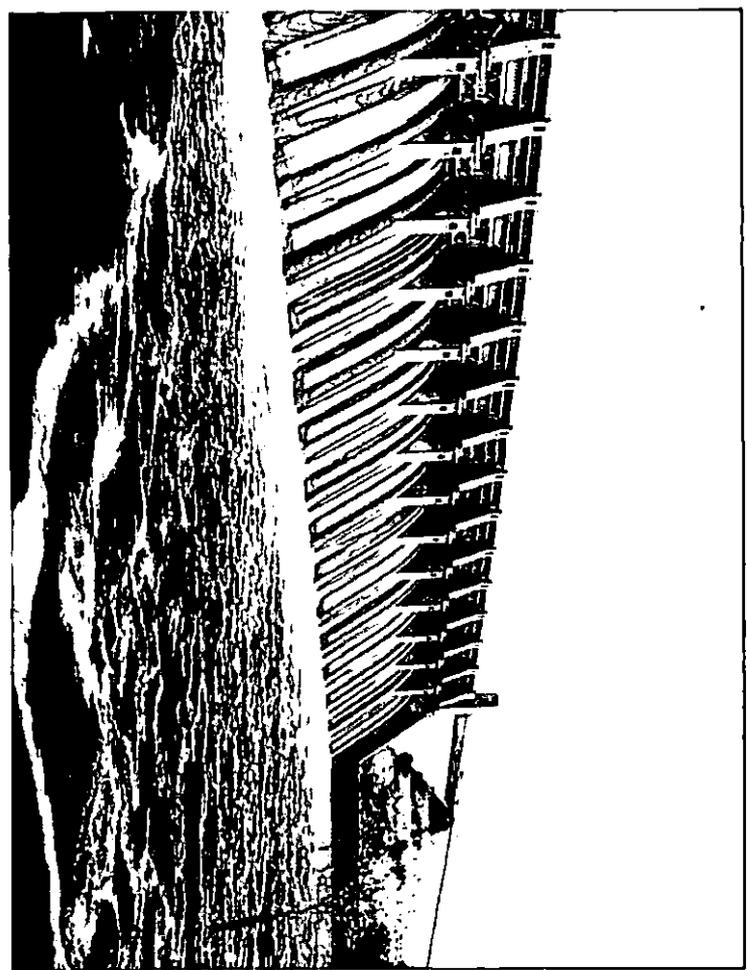
COST ESTIMATE

Task	Labor Cost
Data Collection	\$60,000
Statistical Hydrology	\$40,000
HEC-HMS Modeling	\$100,000
Final Frequency Flow Recommendations	\$15,000
HEC-RAS Modeling	\$60,000
Documentation	\$20,000
QC Reviews	\$20,000
Project Management and S&A	\$50,000
TOTAL	\$365,000

DRAFT SCHEDULE

Task	Months							
	FY16	FY16	FY17	FY17	FY17	FY17	FY18	FY18
	0-3	3-6	6-9	9-12	12-15	15-18	18-21	21-24
Data Collection	■							
Statistical Hydrology		■	■					
HEC-HMS Modeling		■	■	■				
Final Frequency Flow Recommendations					■			
HEC-RAS Modeling						■	■	
Documentation							■	■
QC Reviews			■	■	■	■	■	■
Project Management and S&A	■	■	■	■	■	■	■	■

USACE Dam Operations Waco, Texas

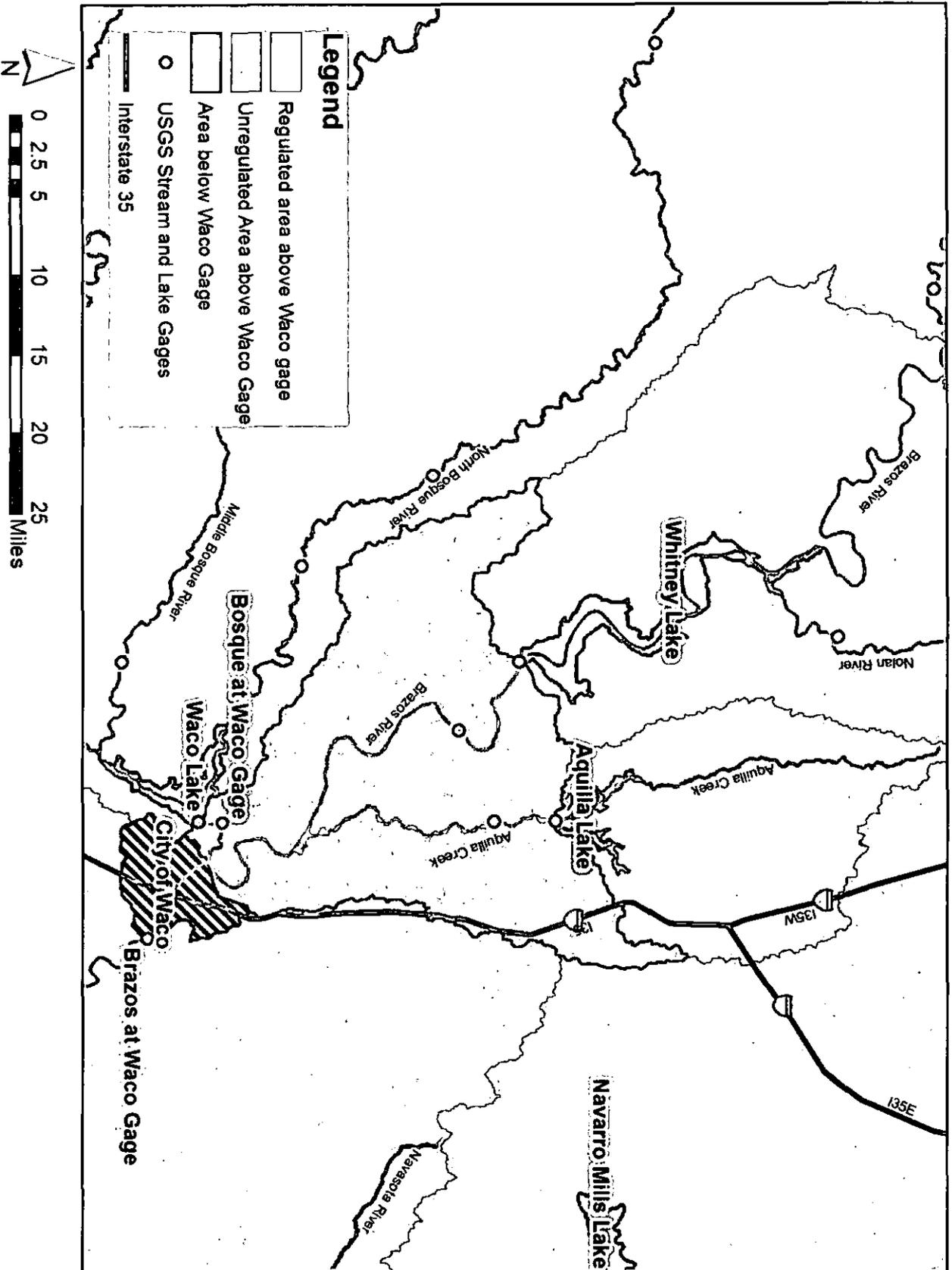


Presentation Content

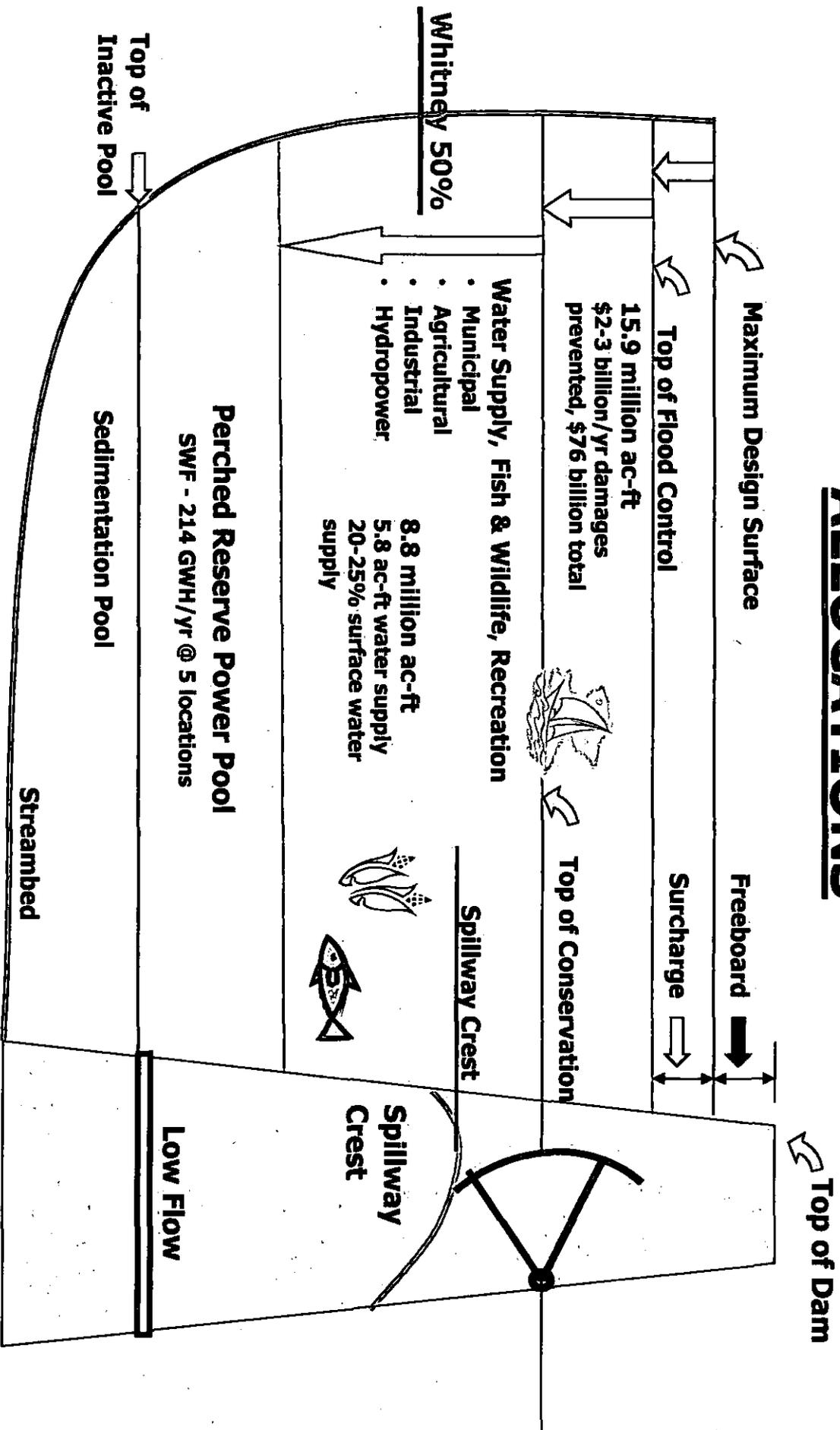
- USACE dam operations
- Spring 2015 flooding
- Historical flooding
- Impacts of encroachments and labyrinth weir
- Importance of maintaining release capacity through Waco, Texas



Regulated and Unregulated Areas above Waco Gage

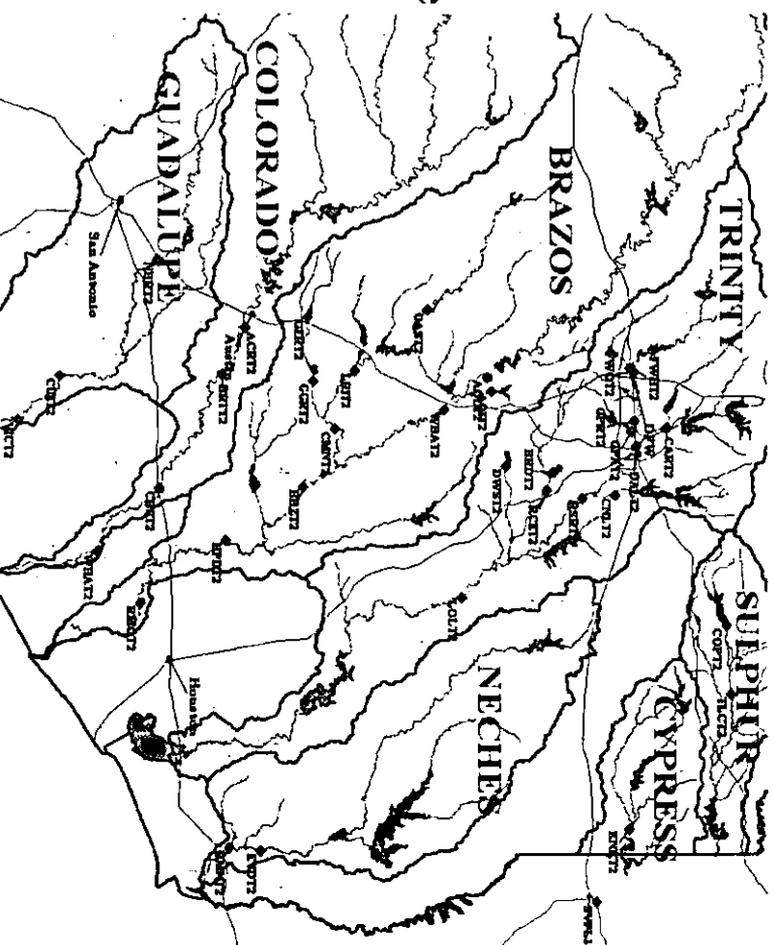


RESERVOIR ALLOCATIONS



Plans of Regulation

- Peak flow vs. volume
- Follow published plans of regulation for each project
- Store flood producing runoff to protect downstream areas
- Uncontrolled areas
- Project Safety – can we store it? Surcharge releases?
- Forecasts - reservoir managers, surcharge releases
- Evacuate flood water to prepare for subsequent flooding events
- Coordinate with other dam operators
- Retain full conservation pools and additional supplies on a temporary basis to support drought (deviation)
- Controls

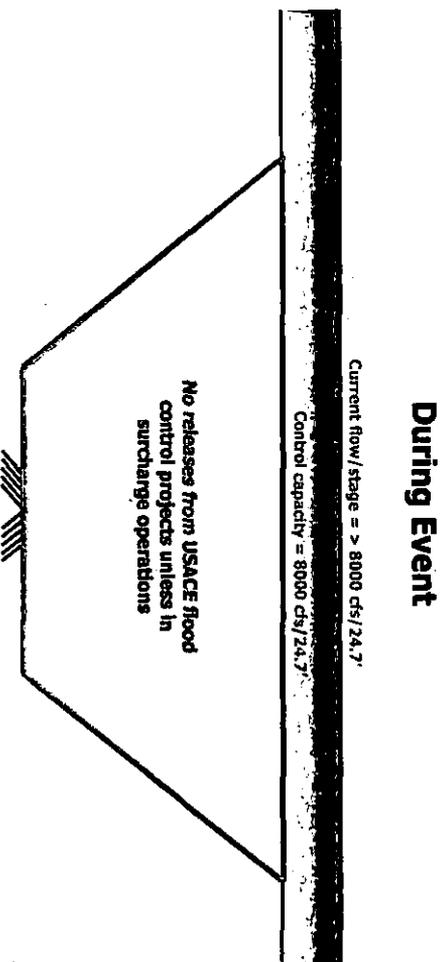


BUILDING STRONG®

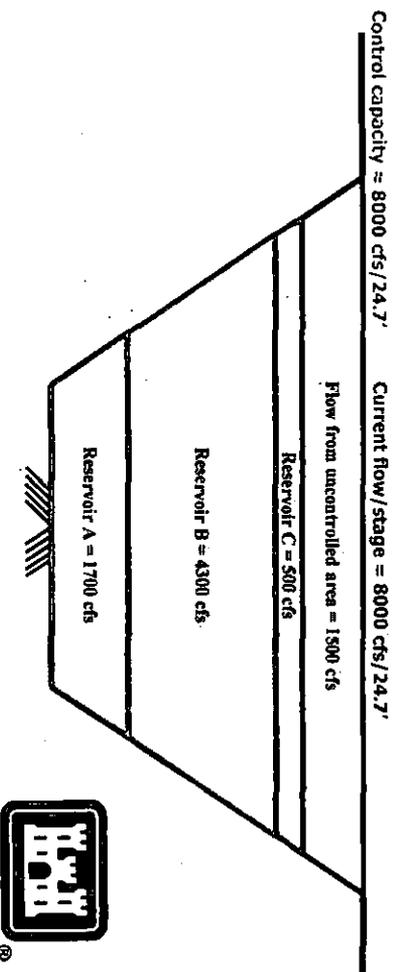
Control Points – Downstream States

Control points & control point flows

- ▶ Select locations along a river, which are considered representative, for the purpose of evaluating the impact of a flood along that portion of the river. These locations are designated in the plan of regulation as regulatory discharge points
- ▶ A rate of flow at which damages begin to occur is established for each control point
- ▶ As the pool level and overall risk to the reservoir increases within a reservoir, the acceptable control point flow may increase
- ▶ These flow rates are known as the allowable control point flows or regulatory discharges

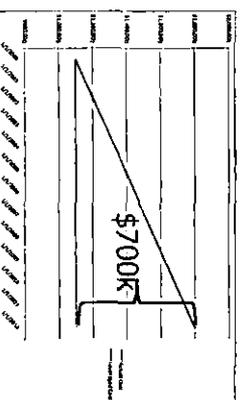
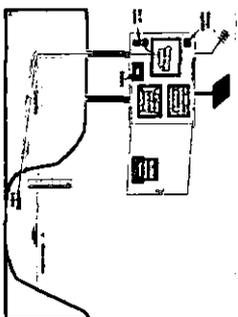
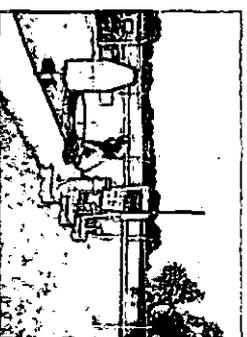
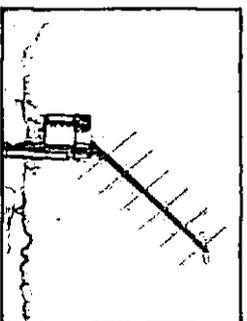
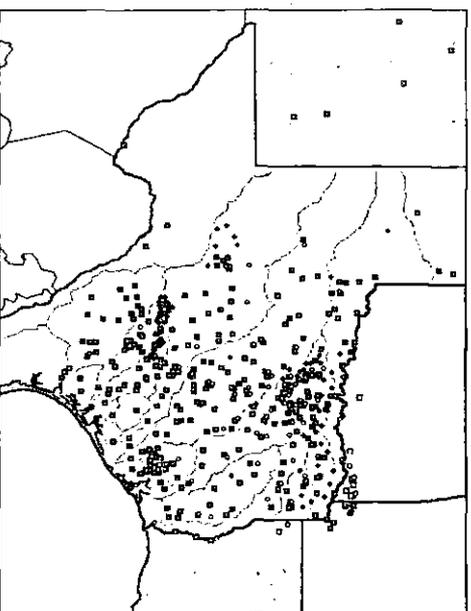


After Event – Flood Water Evacuation



Hydrologic Network

- Cooperative program – federal, state, local, academia, AE community
- Over 400 Remote Sensing Stations, approximately 2000 Observers
- Basic data for operation of the projects
- Calibration of NWS precipitation estimates
- Model calibrations, real-time forecasting and hydrologic investigations
- Jointly funded with USACE direct expenditures of close to \$18 million annually, SWF \$1 million annually
- Partnerships
 - ▶ USGS, NWS, River Authorities, Counties, Cities
 - ▶ Coordination and resource sharing to maximize network benefits
 - ▶ USACE-SWF has leveraged partnerships for \$700k



Surcharge Operations

What was the largest historical dam failure catastrophe?



BUILDING STRONG®

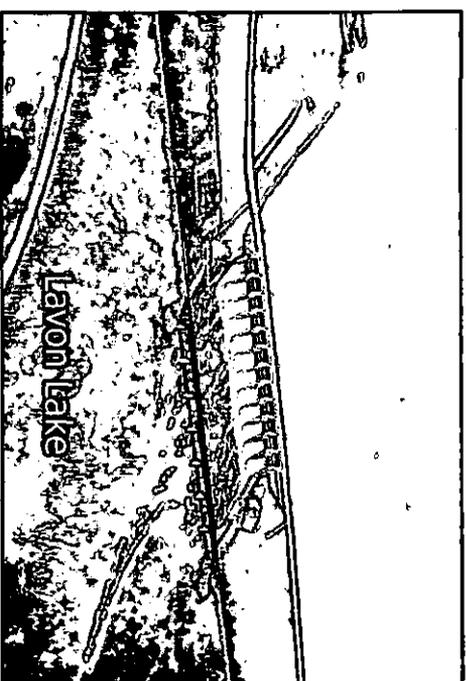
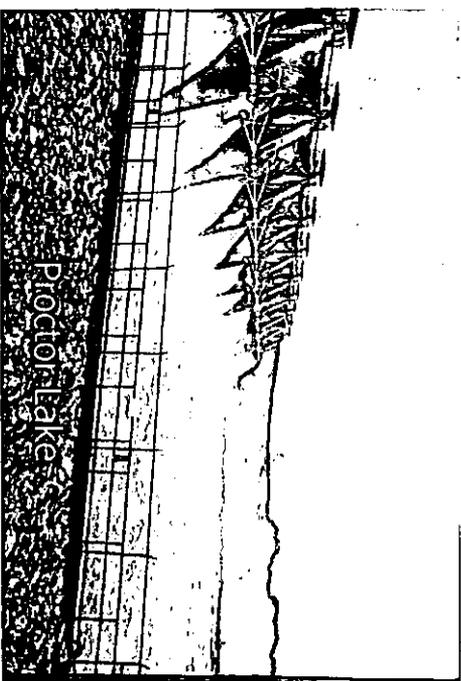
Maintaining Perspective On Water Management

- Historical Disasters
 - ▶ S. Fork Dam, Johnstown, Pennsylvania (Operational Issues)
 - May 1889, 2209 dead, \$17 mil damages
 - ▶ St Francis Dam, California (Operational & Design)
 - March 1928, 450 dead, several towns destroyed
 - ▶ Buffalo Gap, Virginia Tailings Dams (Operational & Des.)
 - Feb 72, 125 dead (COE Involvement)
 - ▶ Teton Dam, Idaho (Design Issues)
 - June 1976, 11 dead, \$.5 billion damages
 - ▶ Banqiao & Shimantan Dams (Ru & Hong Rivers, China)(Design Issues)
 - August 75, 85,000 dead, 11 million affected

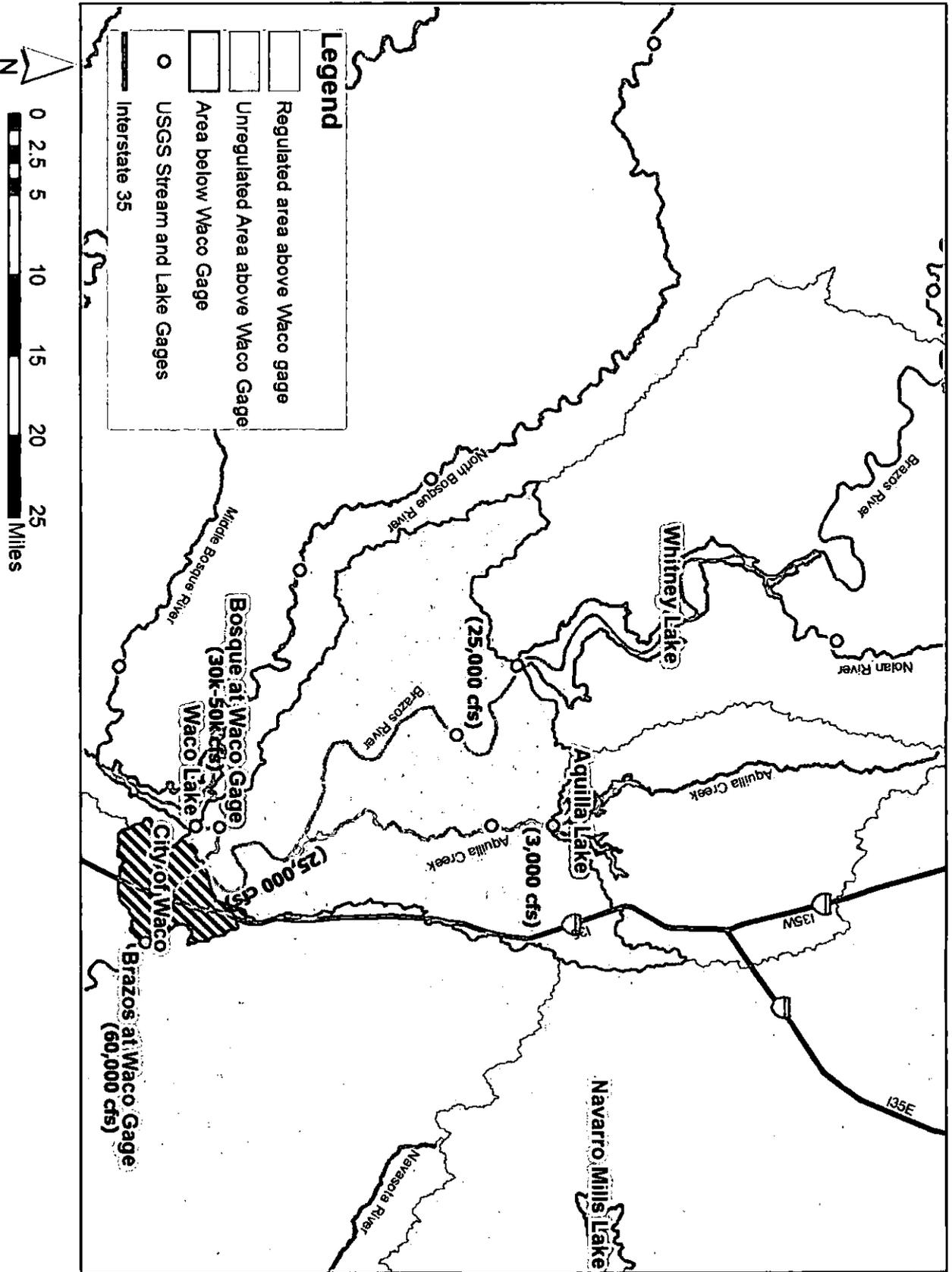


Surcharge Operations

- Most likely from ensemble events
- Dams have limited capability to store runoff, 100-yr, SPF, PMF, ensemble
- Once full spillway activation likely
- Control point flows no longer applicable
- Dam safety
- Spillways
 - ▶ Uncontrolled
 - Rare
 - Damages
 - ▶ Tainter gates
 - Requires SWF internal decision



Regulated and Unregulated Areas above Waco Gage



May – June 2015 Event

- Ended 2014 in significant drought
- 20” – 30” rainfall across entire upper Trinity River
- Flood pool capacity exhausted for USACE Trinity and Neches projects
- Surcharge pools engaged at 9 reservoirs (Neches/Trinity)
- Damage inducing surcharge releases at Lewisville, Grapevine and Lavon
- Blanco River flooding (excess of 100-yr event)
- 15” – 18” rainfall on Brazos Basin (Waco, Whitney, Aquilla)
- 34% - 55% flood pool capacity used

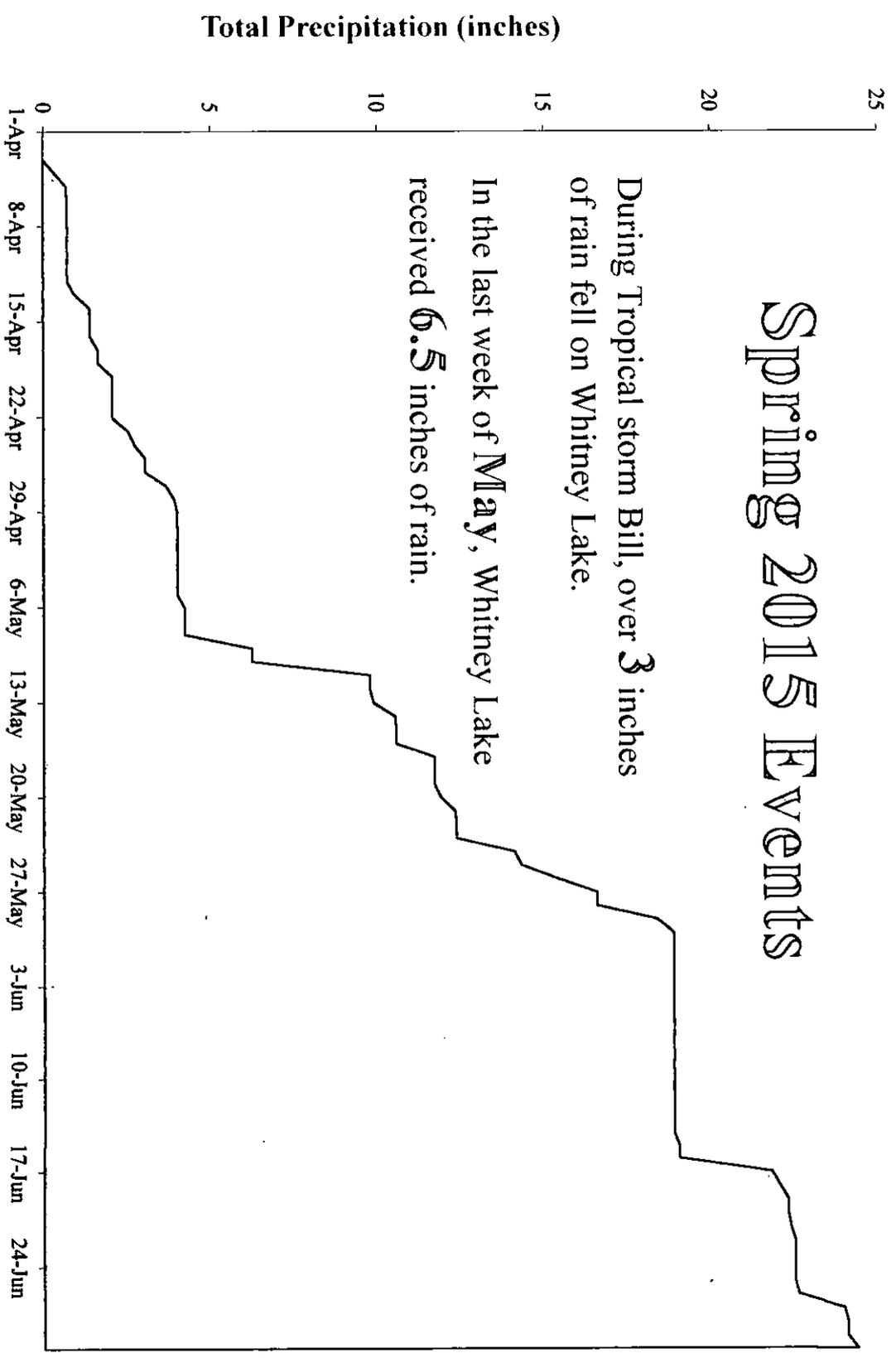


Mass Rainfall at Whitney Lake

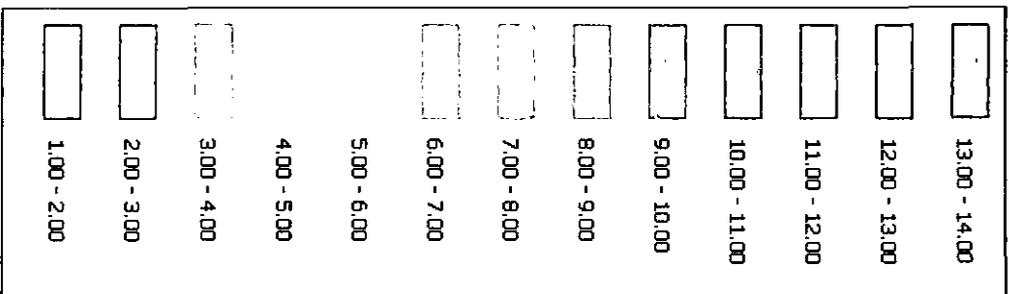
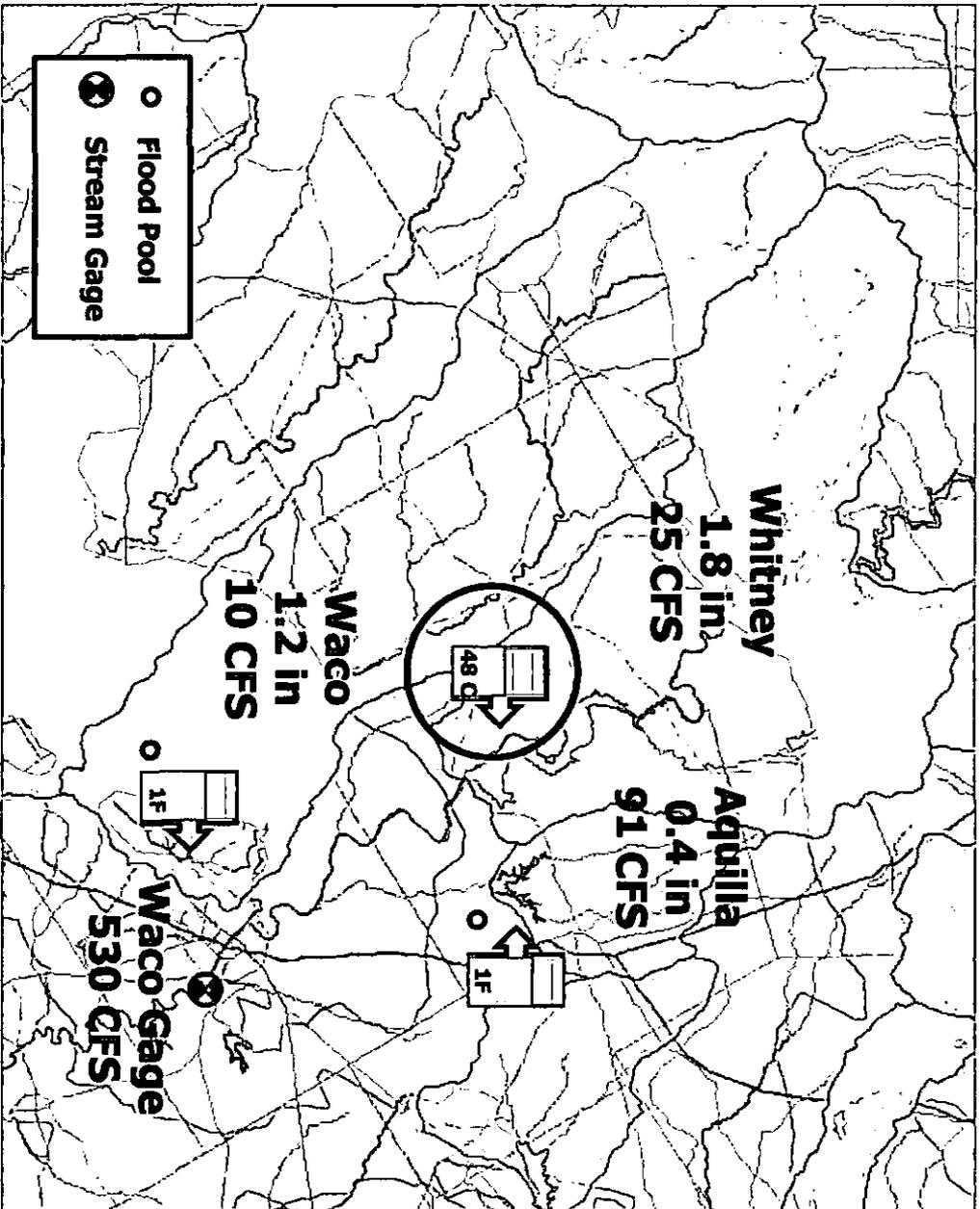
Spring 2015 Events

During Tropical storm Bill, over 3 inches of rain fell on Whitney Lake.

In the last week of May, Whitney Lake received 6.5 inches of rain.

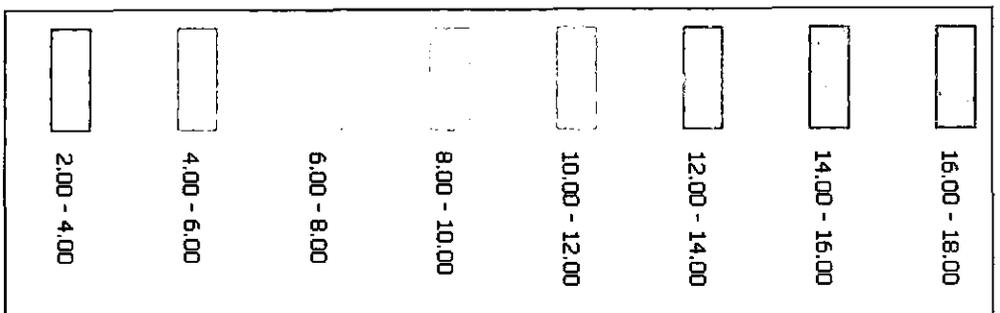
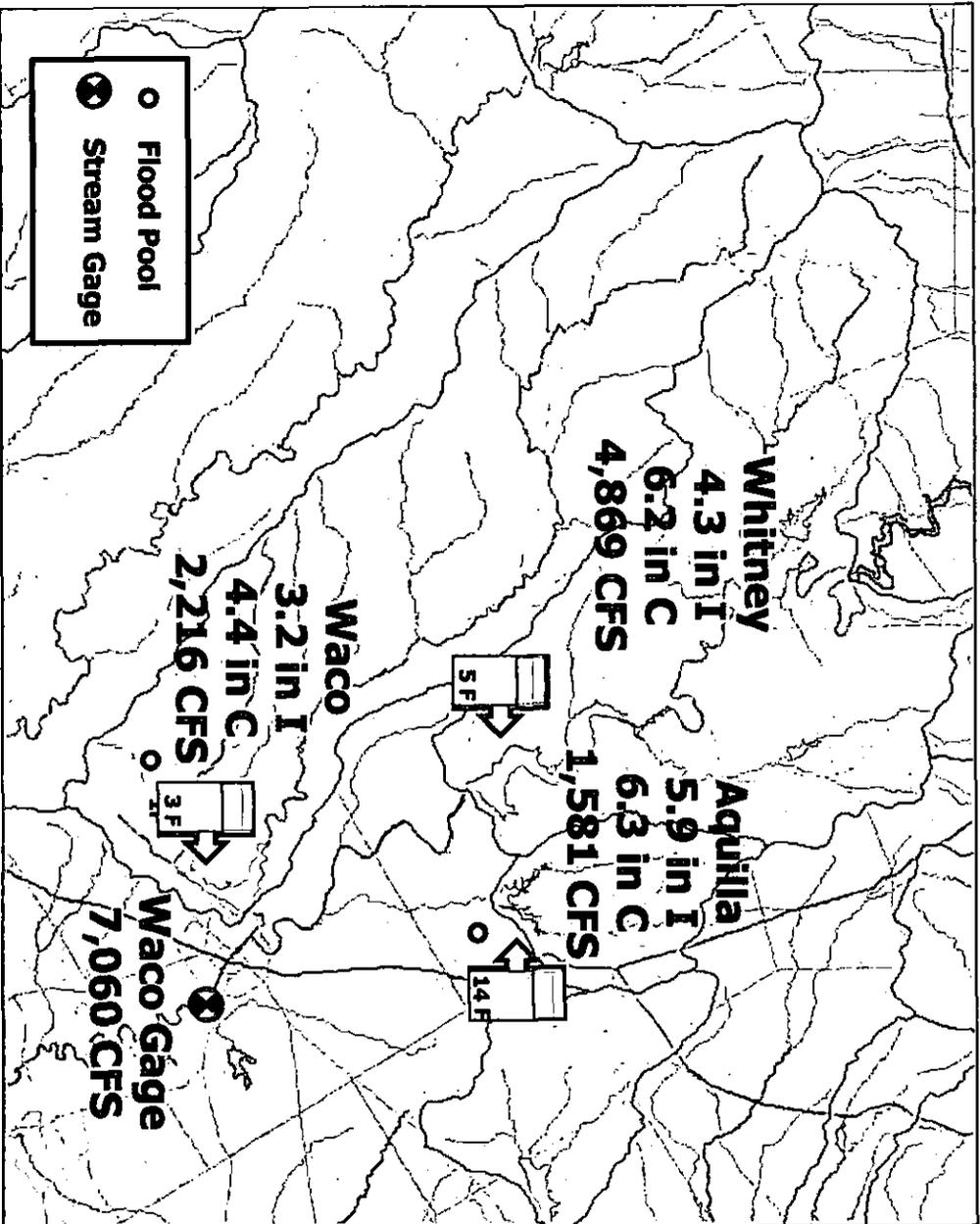


Storm Event May 1-9



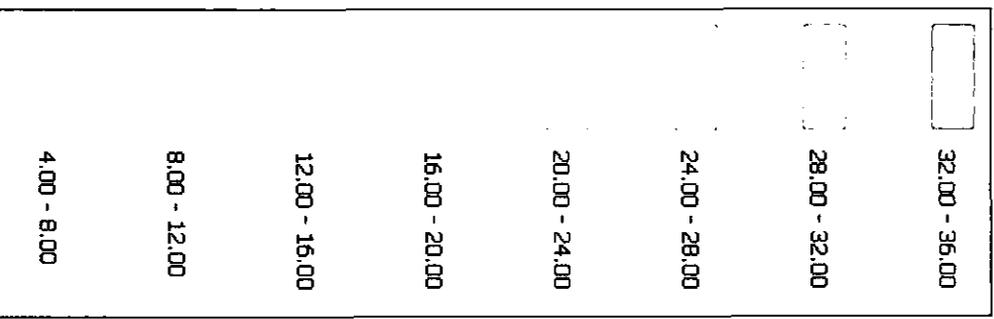
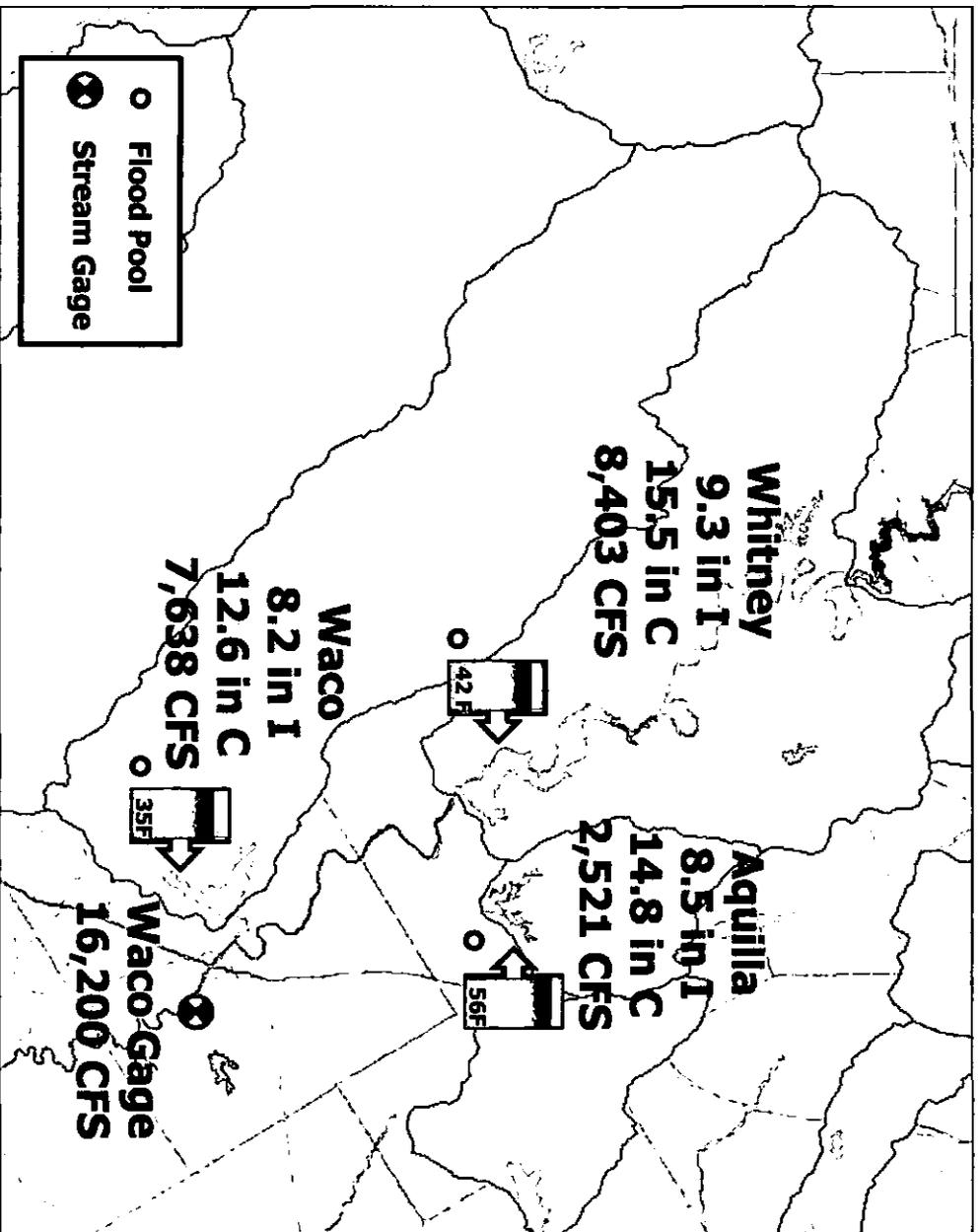
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Storm Event May 10 – 16



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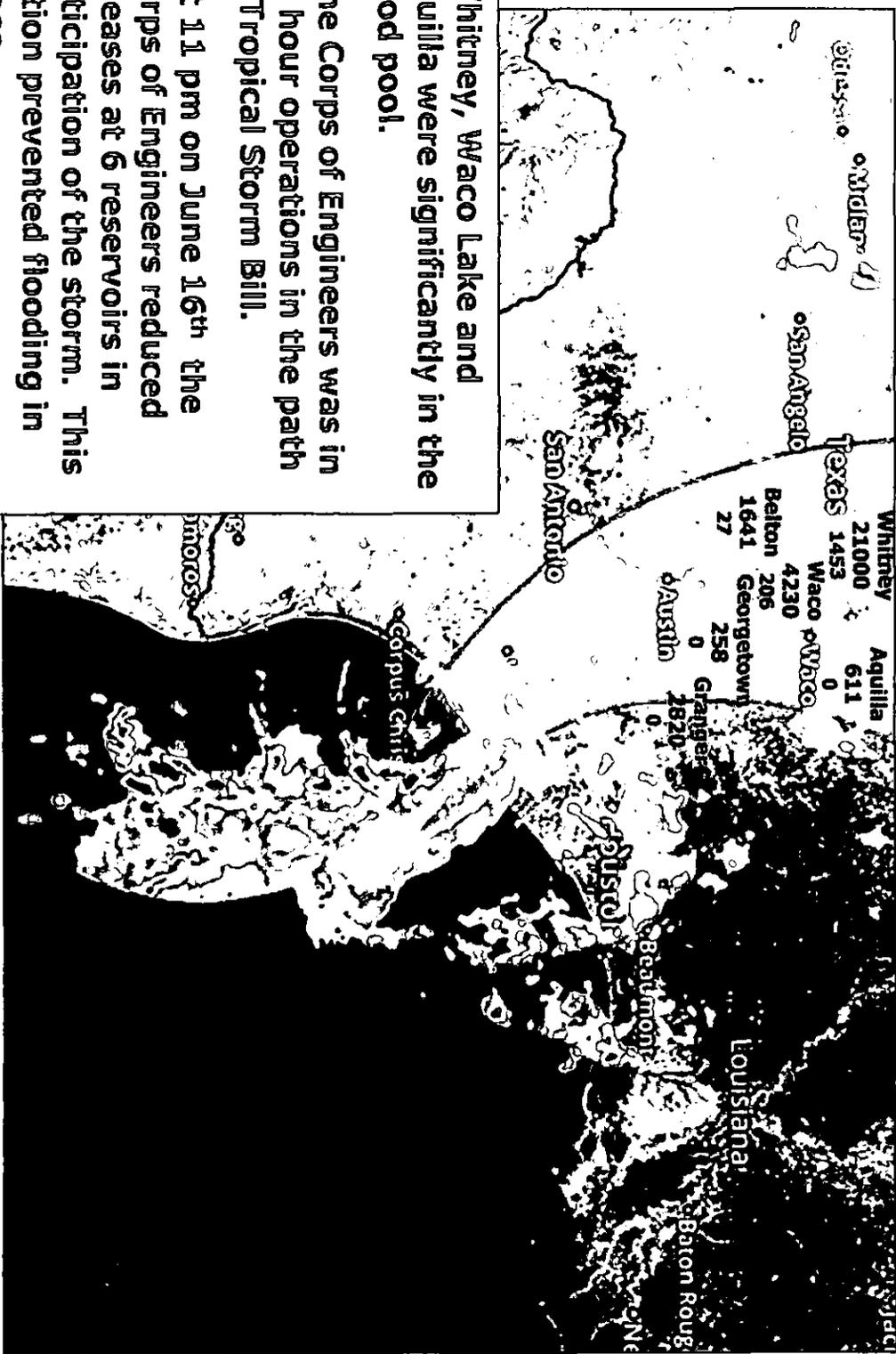
Storm Event May 17-31



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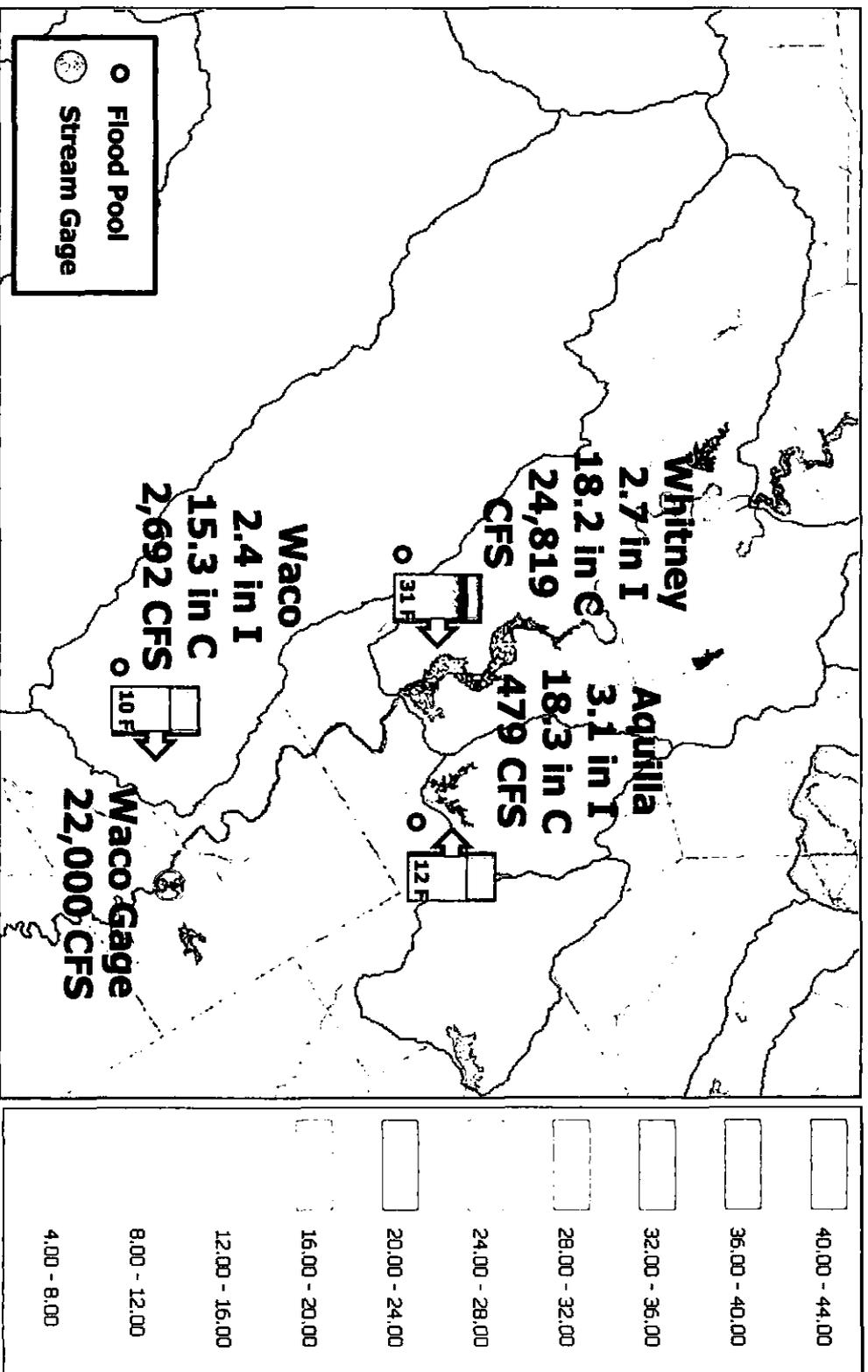
Anticipating Bill, June 16

- Whitney, Waco Lake and Aquilla were significantly in the flood pool.
- The Corps of Engineers was in 24 hour operations in the path of Tropical Storm Bill.
- At 11 pm on June 16th the Corps of Engineers reduced releases at 6 reservoirs in anticipation of the storm. This action prevented flooding in Waco.



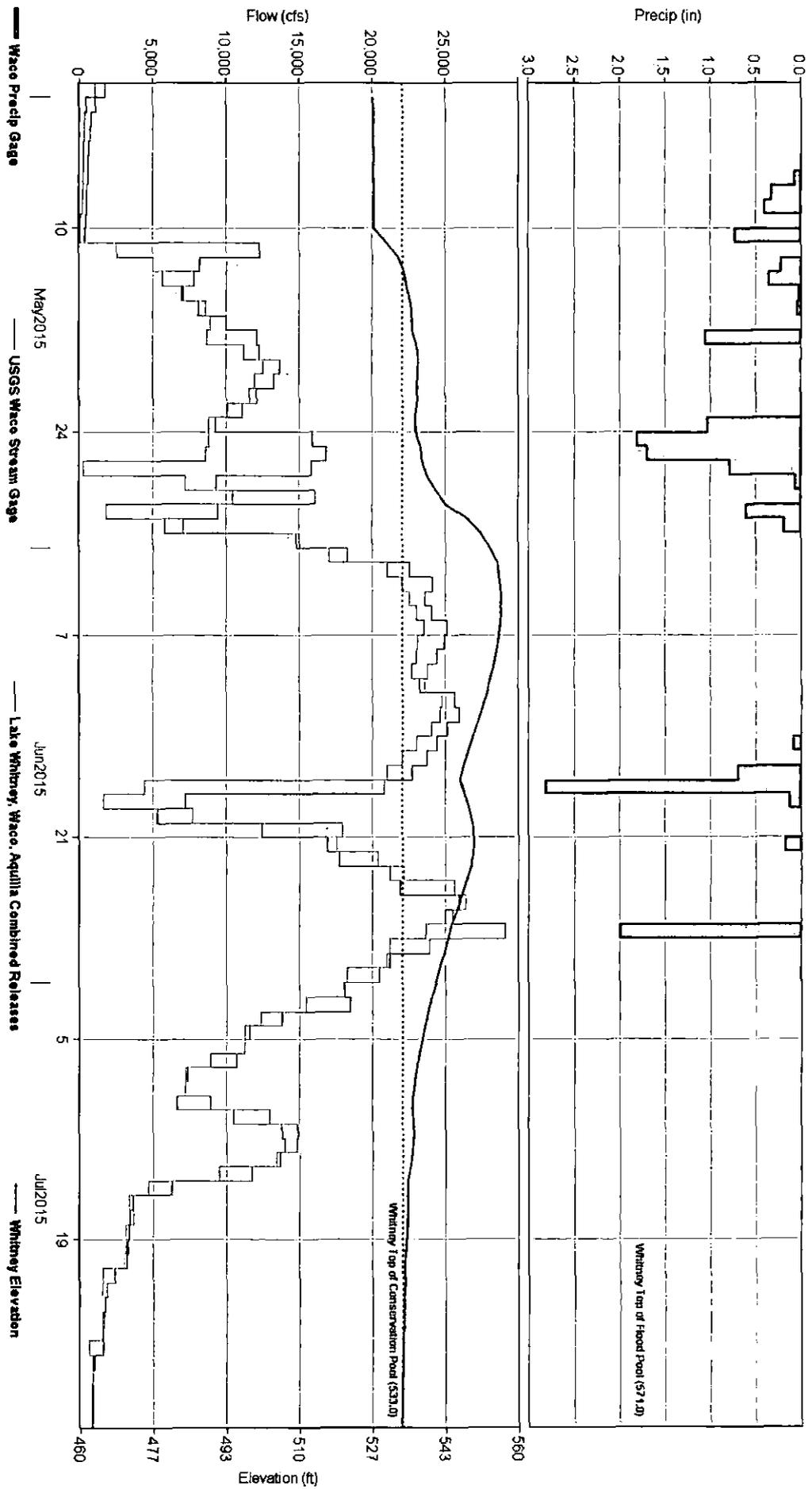
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Tropical Storm Bill June 16-18



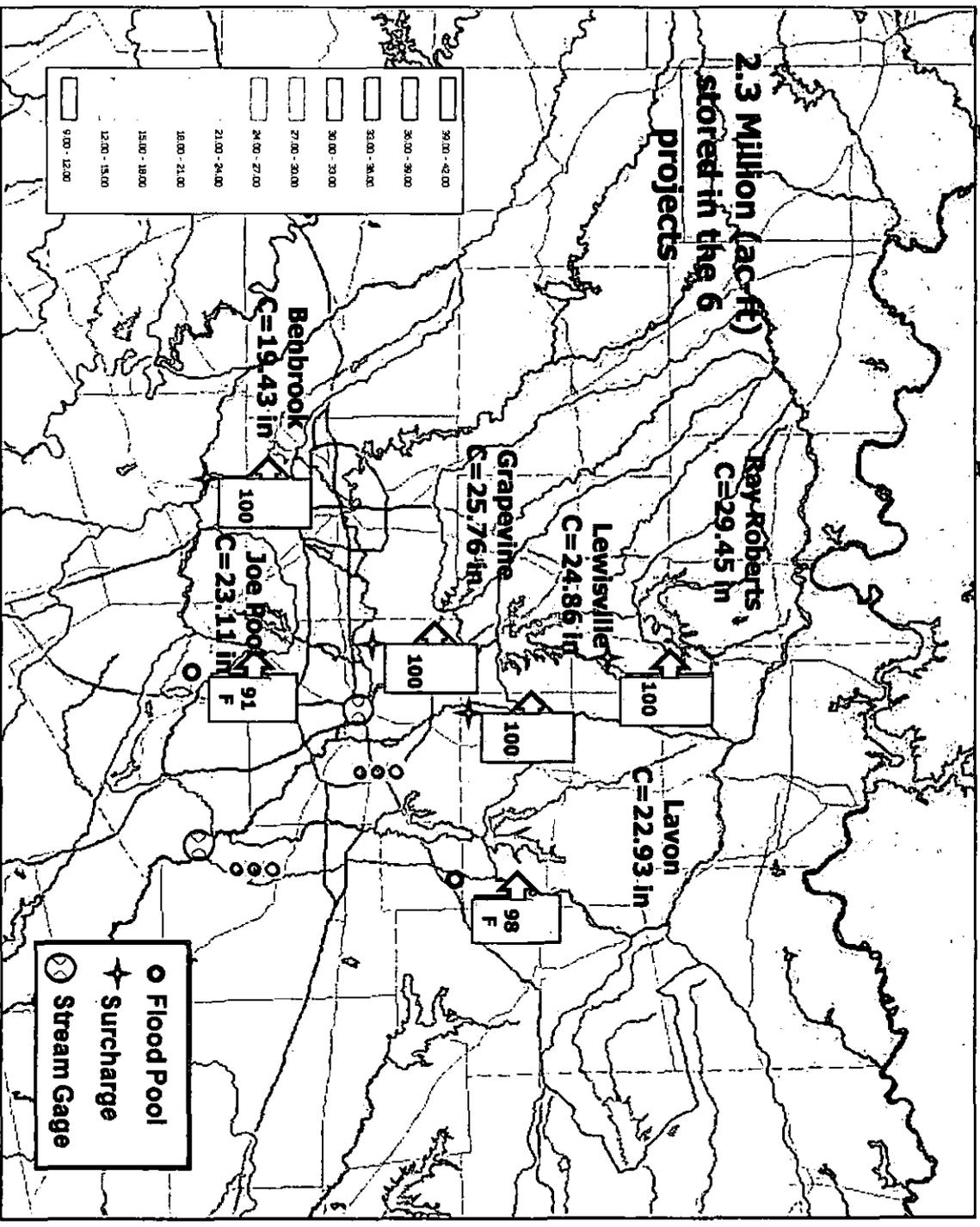
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2015 Reservoir Operations, Waco, Texas



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Trinity River System - Extreme Event

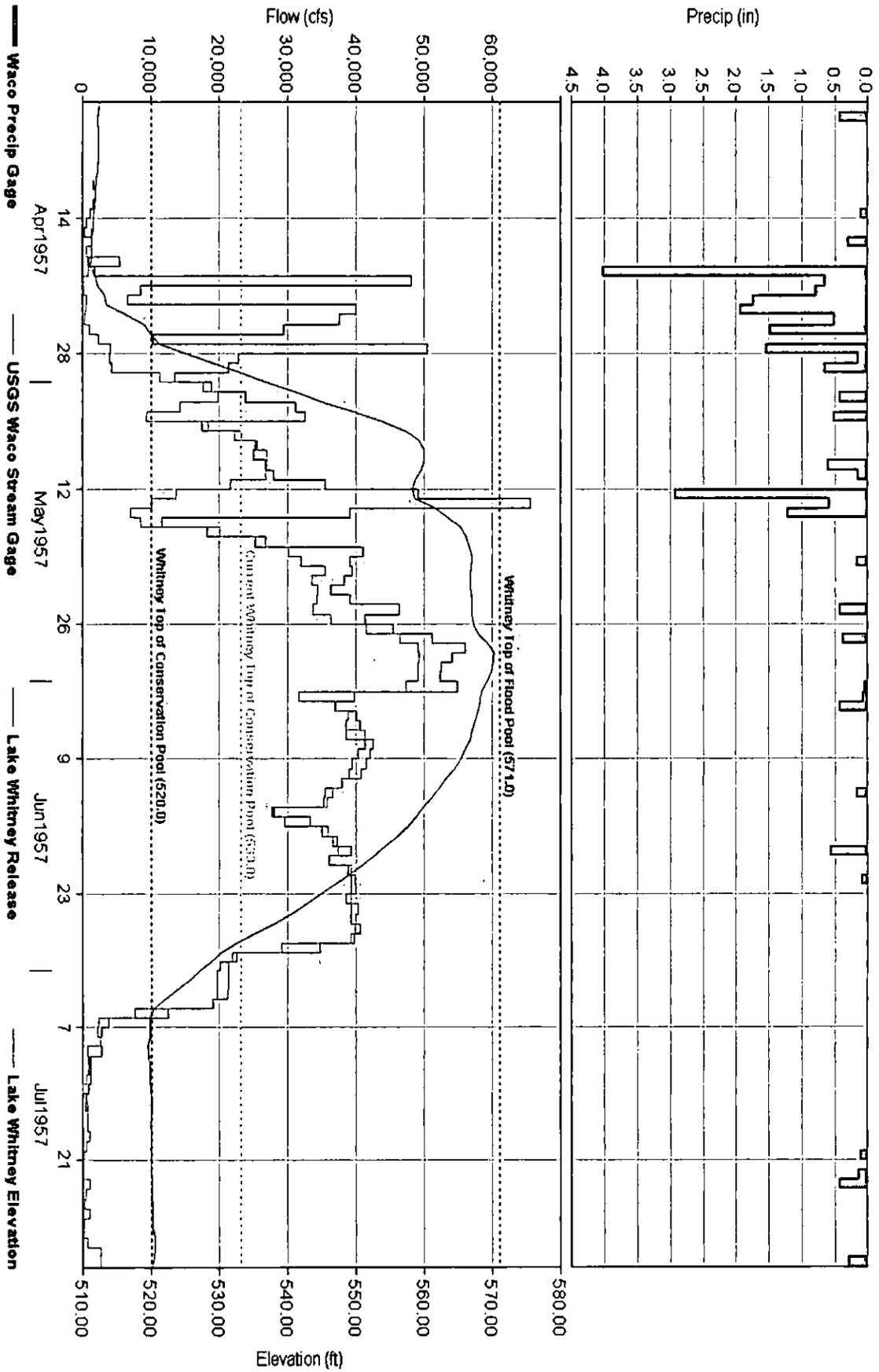


*Pool percent taken on the last day

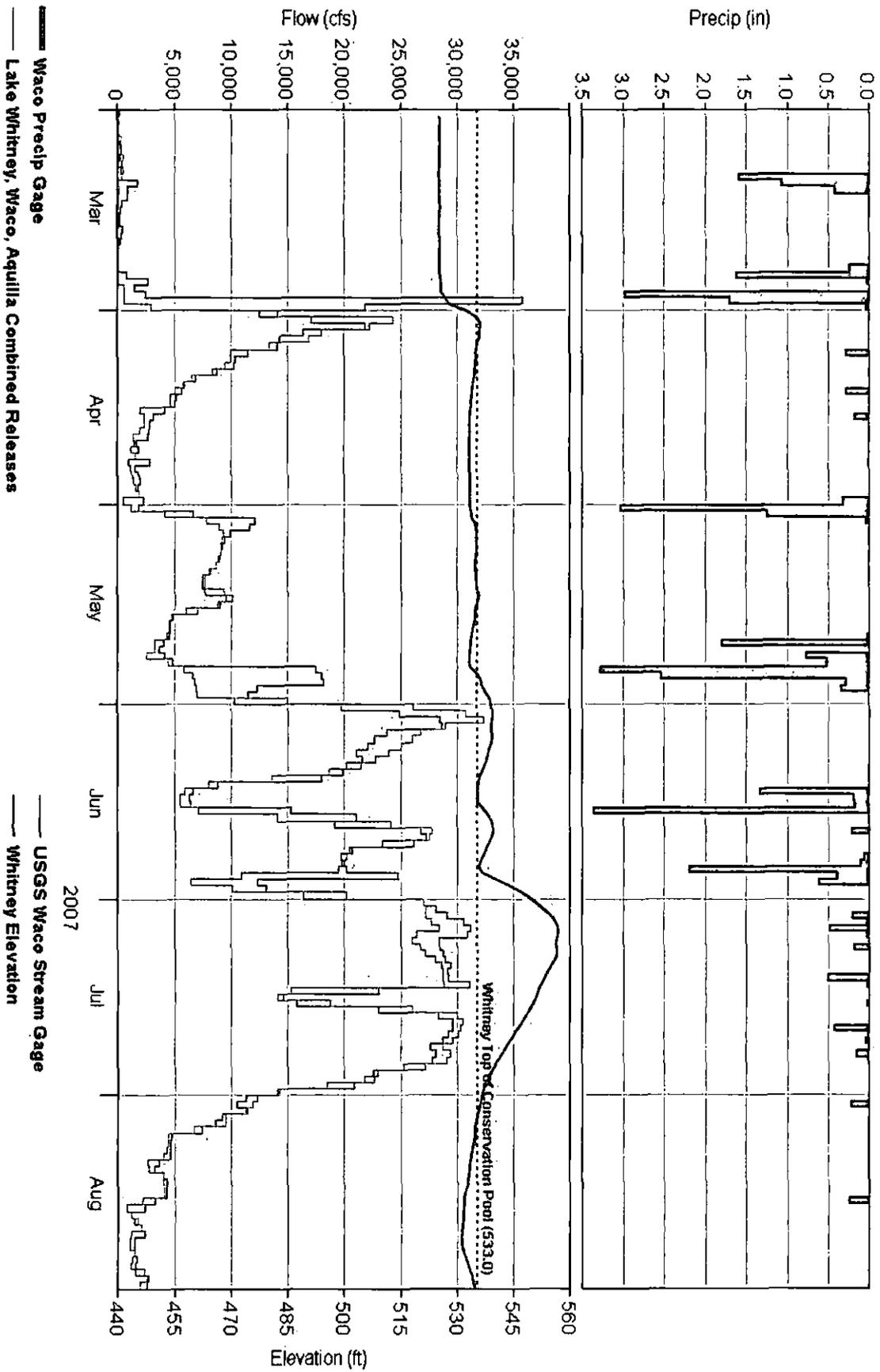
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1957 Reservoir Operations, Waco, Texas

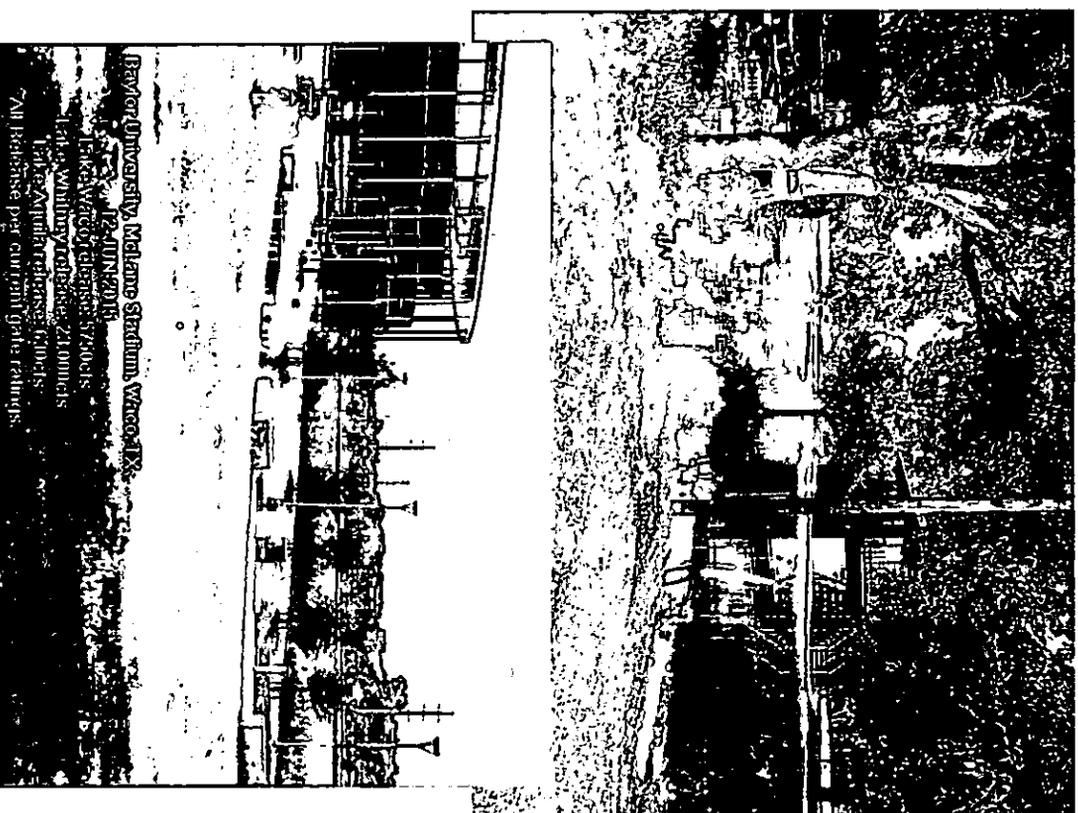
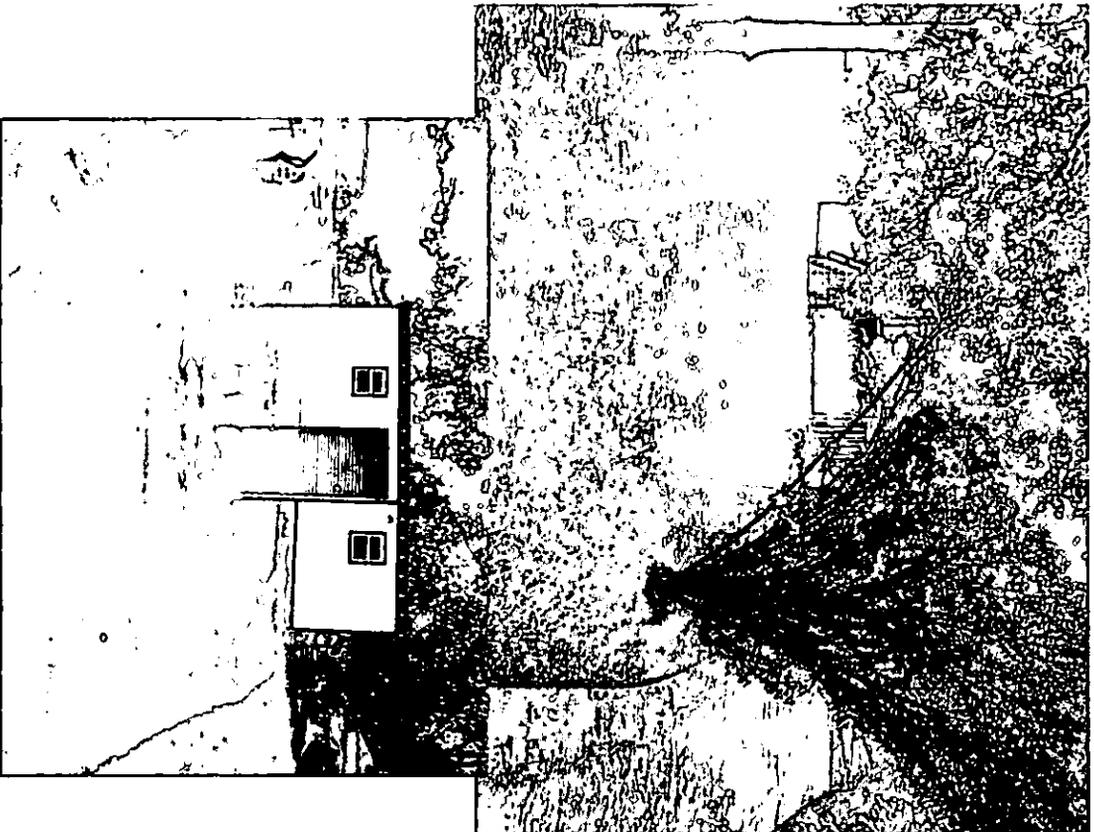


2007 Reservoir Operations, Waco, Texas



2007 and 2015 Flooding

Near Waco, TX



Baylor University, Melane Stadium, Waco, TX
12-JUN-2015
Lake Waco, elevation 5750cfs
Lake Whitney, elevation 2100cfs
Lake Austin release 600cfs
All Release per current gate ratings.

Labyrinth Weir



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Peak Releases for Various Historical Floods

- 1922 flood – (Whitney, Waco) 82,000 cfs
- 1936 flood – (Whitney, Waco) 68,000 + ? cfs
- 1945 flood – (Whitney, Waco) 88,000 cfs
- 1957 flood – (Whitney, Waco) 90,000 cfs



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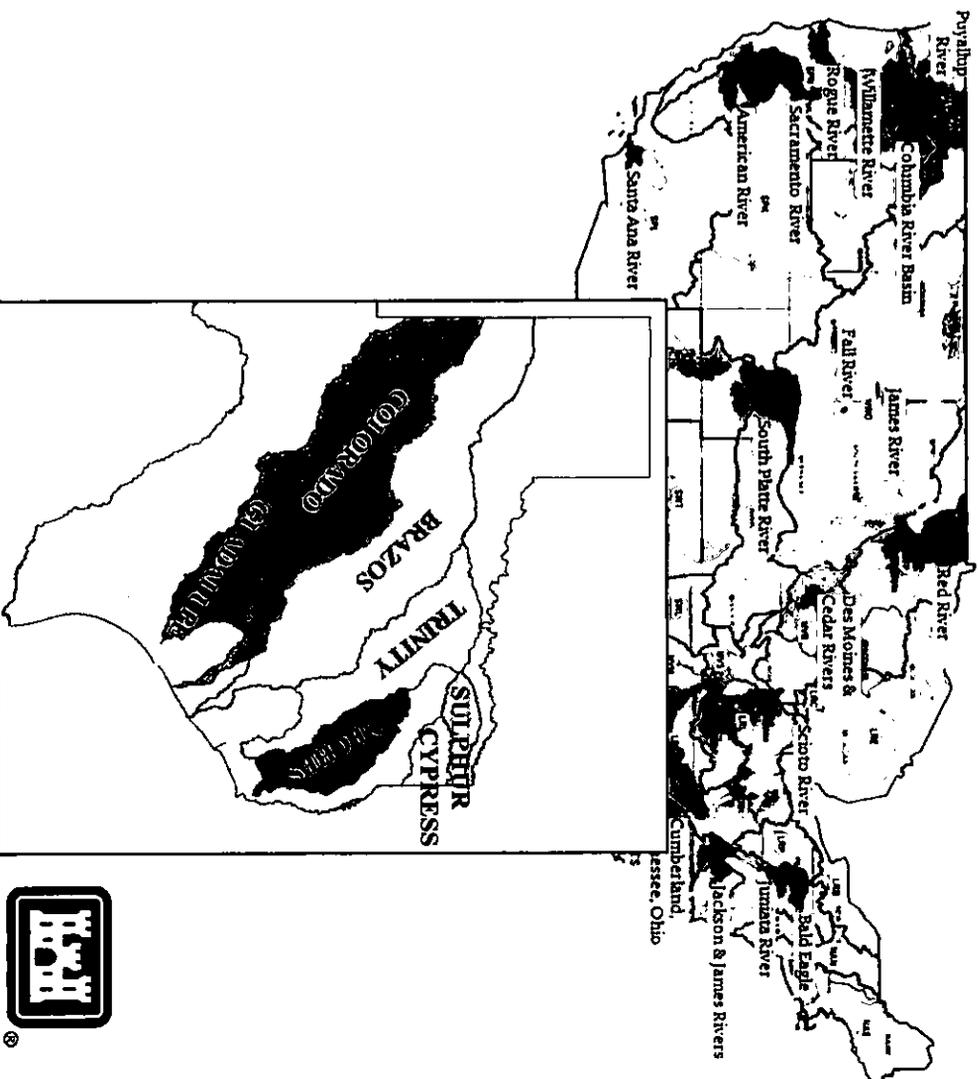
Suggested Path Forward

- FEMA is updating the flood risk models for the middle Brazos River including McLennan County
- USACE is preparing CWMS models for the Brazos River Basin
- Utilize these products and historical data to:
- Perform an operational assessment of USACE dam operations relative to Waco, Texas
 - ▶ What flows the Brazos River will safely convey
 - ▶ What properties are impacted at what flow levels
- Inundation mapping can be leveraged by EM if an actual extreme flooding event occurs



CWMS Implementation

- 200+ USACE watersheds
- \$150 M investment, nationally
- \$6 M for Texas
- 6+ year plan
- Supports
 - ▶ Dam safety, operations (forecasting), can be leveraged (FEMA)
- 2014
 - ▶ Colorado, Neches, Guadalupe, Trinity, San Jacinto (Buffalo Bayou)
- 2015
 - ▶ Brazos
- MetVue -> HMS-> RiverWare-> RAS-> FIA



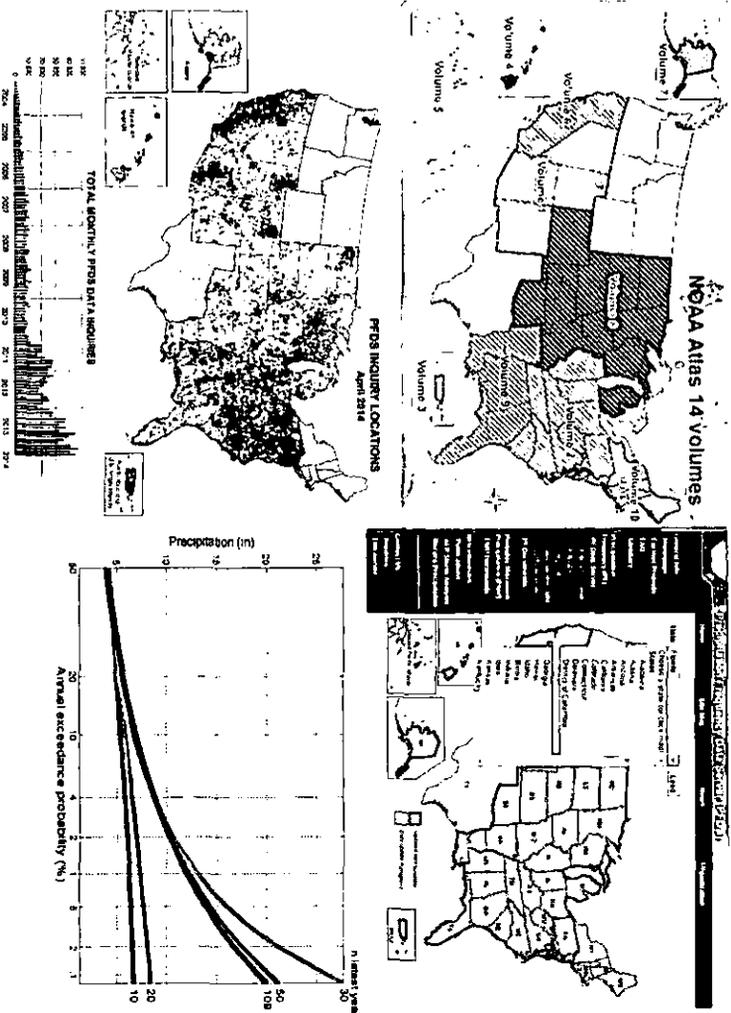
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NOAA Atlas 14

Precipitation Frequency Estimates

- NOAA - Office of Hydrologic Development – Sanja Perica PhD
- UCAR
 - ▶ Technical Paper 40 & 49 (1961 & 1964)
 - ▶ USGS/TXDOT (Asquith)
 - ▶ 10 volumes completed
 - ▶ Improved techniques
 - ▶ Additional durations (urban studies, 5-min)
 - ▶ Additional frequencies (1000-yr)
 - ▶ Aerial reduction factors
 - ▶ Increased granularity
 - Denser network
 - Improved spatial interpolation
 - PRISM techniques
 - ▶ Longer records
 - ▶ Connectivity to USACE software (MetVue)
 - ▶ Cost – \$1.6 mil, \$533k/yr for 3 years
 - ▶ \$170k in hand, \$790k pledged



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Studies –Phase 1

- CWMMS Modeling for the Brazos River
 - ▶ Meteorological model
 - ▶ Rainfall runoff model
 - ▶ River hydraulic model
 - ▶ Period of record/system simulation model
 - ▶ Economic model
 - ▶ Cost of modeling = \$800k
 - ▶ Cost to McLennan County and Waco = \$0
 - ▶ Estimated completion April 2016



Studies - Phase 2

- Dam operational assessment
- Examine historical floods in the region
 - ▶ Local Brazos River flood (route flows through reservoirs)
 - ▶ Transpose observed storm for region
 - 2007 floods
 - 2015 floods (DFW)
 - ▶ Determine the range of surcharge releases that could be expected based on historical observed meteorological events
 - Various release rates (prescribed plan, constricted)
- Estimated cost = \$200-\$300k
- Cost to McLennan County and Waco = \$0



Studies – Phase 3

(Concurrent with Phase 2)

- Prepare hydrology and hydraulics studies to support new FIS mapping for the Brazos River
- Meteorological model
 - ▶ Design storms – 100-yr, 500-yr, etc.
- Rainfall runoff model
 - ▶ Compute – 100-yr, 500-yr, etc. expected flows
- River hydraulic model
 - ▶ Water surface profiles – 100-yr, 500-yr, etc.
 - ▶ Can be used by City and County in partnership with FEMA to update FI mapping
- Estimated cost = \$365 k
- Cost to McLennan County and Waco = \$182.5k
- Duration of studies = 3 years



WEB Site

www.swf-wc.usace.army.mil

Questions?



BUILDING STRONG®

FILED: MAR 15 2015

J.A. RANDY HANSELL, County Clerk
McClain County, Texas
By Myroslaw Dzwonil, DEPUTY

The Court went back to item C. Items Previously Deferred.

AGENDA: MARCH 15, 2016

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

C. ITEMS PREVIOUSLY DEFERRED:

1. *Regarding County Property and/or Construction Projects:* **Approved**
Authorization of License and Permit Agreement: City of Waco (re: Warren Road)

2. *Regarding Contracts / Lease Agreements / Interlocal Agreements:*
 - a. Authorization of Professional Surveying and Civil Engineering Services Proposals and related Short Form of Agreements with Walker Partners:
 - 1) Surrey Ridge Road Improvement Project **Kept Deferred**
 - 2) Speegleville Road Improvement Project **Kept Deferred**
 - b. Authorization of Interlocal Cooperation Agreement: City of Waco (re: Road Maintenance) **Approved**
(See item C. 1.)

CD-379, 9:59

ORDER APPROVING:

**AUTHORIZATION OF LICENSE AND PERMIT
AGREEMENT: CITY OF WACO (RE: WARREN ROAD)**

AND

**AUTHORIZATION OF INTERLOCAL COOPERATION AGREEMENT:
CITY OF WACO (RE: ROAD MAINTENANCE)**

On this the 15 day of March, 2016, came on for consideration the matter of (C. 1.) Authorization of License and Permit: City of Waco (re: Warren Road) and (C. 2. b.) Authorization of Interlocal Cooperation Agreement: City of Waco (re: Road Maintenance). After discussion, Commissioner Perry made a motion to approve C. 1. and C. 2. b. and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, approved by unanimous vote.

The Court went back to item C. 2. a. Authorization of Professional Surveying and Civil Engineering Services Proposals and related Short Form of Agreements with Walker Partners.

KEPT DEFERRED:

**AUTHORIZATION OF PROFESSIONAL SURVEYING AND CIVIL
ENGINEERING SERVICES PROPOSALS AND RELATED SHORT
FORM OF AGREEMENTS WITH WALKER PARTNERS:**

SURREY RIDGE ROAD IMPROVEMENT PROJECT

AND

SPEEGLEVILLE ROAD IMPROVEMENT PROJECT

On this the 15 day of March, 2016, came on for consideration the matter of Authorization of Professional Surveying and Civil Engineering Services Proposals and Related Short Form of Agreements with Walker Partners: Surrey Ridge Road Improvement Project and Speegleville Road Improvement Project. After discussion, Judge Felton made a motion to defer 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, kept deferred by unanimous vote.

AGENDA: MARCH 15, 2016

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

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

1. Economic Development:
 - a. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consultant Services; Proposed Projects / Program Project Agreements / Addendums / Pay Apps **None**
2. Regarding the Dunbar Armored, Inc. Service Contract: Authorization of Schedule of Service and Service Rates Revision/ Endorsement No. 271846 (re: Tax Office) **Approved**
3. Regarding the Space Utilization Study: Authorization of Interlocal Cooperation Agreements:
 - a. City of Waco and Tenth Court of Appeals (re: Shriner Building) **Approved**
 - b. City of Waco (re: South 12th Street Property) **Approved**
4. Regarding the BBVA Compass Bank Depository Services Agreement: Authorization of Revised Certified County Resolution **Approved (See after F. 5.)**
5. Authorization of Engagement Letter: Pattillo, Brown & Hill, LLP (re: FY 15 Financial Statements Audit) **Approved**
6. Authorization of Engagement Letter for GASB OPEB Valuation and related Agreements:
 - a. Master Agreement: North Central Texas Council of Governments / Gabriel Roeder, Smith & Company (re: Actuarial Consulting Services) **Approved**
 - b. Interlocal Agreement for Cooperative Purchasing for Actuarial Shared Services: North Central Texas Council of Governments (NCTCOG) **Approved**

CD-379, 10:05

ORDER APPROVING:

**AUTHORIZATION OF SCHEDULE OF SERVICE AND SERVICE RATES
REVISION / ENDORSEMENT NO. 271846 (RE: TAX OFFICE)**

RE: THE DUNBAR ARMORED, INC. SERVICE CONTRACT

On this the 15 day of March, 2016, came on for consideration the matter Regarding the Dunbar Armored, Inc. Service Contract: Authorization of Schedule of Service and Service Rates Revisions / Endorsement No. 271846 (re: Tax Office). Commissioner Perry made a motion to approve F. 2. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

AUTHORIZATION OF INTERLOCAL AGREEMENTS:

CITY OF WACO AND TENTH COURT OF APPEALS
(RE: SHRINER BUILDING)

AND

CITY OF WACO
(RE: SOUTH 12TH STREET PROPERTY)

RE: THE SPACE UTILIZATION STUDY

On this the 15 day of March, 2016, came on for consideration the matter of Regarding the Space Utilization Study: Authorization of Interlocal Agreements: City of Waco and Tenth Court of Appeals (re: Shriner Building) and City of Waco (re: South 12th Street Property). After discussion, Commissioner Snell made a motion to approve F. 3. a. and b. 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.

The Court went to item F. 5. Authorization of Engagement Letter: Pattillo, Brown & Hill, LLP re:
FY 15 Financial Statements Audits.

ORDER APPROVING:

**AUTHORIZATION OF ENGAGEMENT LETTER: PATTILLO, BROWN,
& HILL, LLP (RE: FY 15 FINANCIAL STATEMENTS AUDIT)**

On this the 15 day of March 2016, came on for consideration the matter of Authorization of Engagement Letter: Pattillo, Brown & Hill, LLP (re: FY 15 Financial Statements Audit). Judge Felton stated that he needed to abstain and filed the proper affidavit. Judge Felton then left the Commissioners' Court meeting. Commissioner Gibson presided as County Judge Pro Tem. After discussion, 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 Pro Tem Gibson, Commissioner Snell, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

AFFIDAVIT OF SCOTT M. FELTON

STATE OF TEXAS §

§

COUNTY OF McLENNAN §

BEFORE ME, the undersigned official, on this day personally appeared Scott M. Felton, who is personally known to me, and first being duly sworn accordingly to law, upon his oath deposed and said: "My name is Scott M. Felton; I am over 18 years of age, I am competent in every way to make this affidavit and do so with personal knowledge of all facts herein. The facts stated herein are to my own personal knowledge true and correct. I have never been convicted of a felony or crime involving moral turpitude."

"I serve as a duly appointed County Judge in McLennan County, Texas. Due for consideration at the special meeting of the Commissioners Court on March 15, 2016 is the *Authorization of Engagement Letter with Pattillo, Brown & Hill, LLP (re: FY 15 Financial Statements Audit)*. It is my desire and intent to abstain from any vote due to a family member employed at Pattillo, Brown, and Hill, LLP."

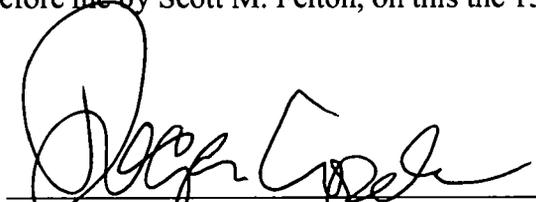
This affidavit is made and submitted pursuant to Chapter 171 of the Local Government Code, and is to be submitted to, and filed with, the County Clerk as official county record-keeper prior to any vote on the matter described herein.

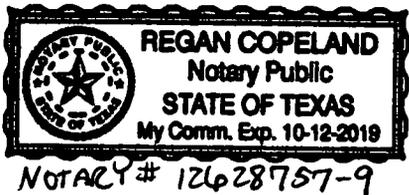
Further, affiant sayeth not.


AFFIANT

SWORN TO AND SUBSCRIBED before me by Scott M. Felton, on this the 15th day of March, 2016.

SEAL


Notary Public, State of Texas



FILED MAR 15 2016

By ANDY HANWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan (JPM)

Judge Felton resumed his duty as Presiding Judge.

The Court went back to item F. 4. Re: the BBVA Compass Bank Depository Services Agreement.

ORDER APPROVING:

AUTHORIZATION OF REVISED CERTIFIED COUNTY RESOLUTION

RE: THE BBVA COMPASS BANK DEPOSITORY SERVICES AGREEMENT

On this the 15 day of March, 2016, came on for consideration the matter Regarding the BBVA Compass Bank Depository Services Agreement: Authorization of Revised Certified County Resolution. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

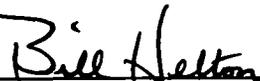
**McLennan County
Certified County Resolutions**

I, J.A. "Andy" Harwell, do hereby certify that:

1. I am the duly elected and acting County Clerk of McLennan County, Texas, and the keeper of the minutes of said Commissioners Court of McLennan County, Texas ("Commissioners Court").
2. The following is a true and correct excerpt from the minutes of the meeting of the Commissioners Court that was held in Waco, Texas, on March 15, 2016.

"BE IT RESOLVED THAT Compass Bank (the "Bank") is designated as depository of the above named entity (the "County") and that one or more deposit accounts be opened and maintained on behalf of the County with the Bank as directed and approved by any one of the following Authorized Representatives.

Bill Helton
County Treasurer



[signature]

Lindy Amaro
First Assistant County Treasurer

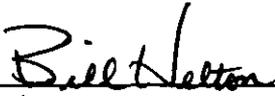


[signature]

Bank is authorized to pay such checks, drafts, notes, orders, or withdrawals, or to receive the same for credit, or in payment for the payee, or any other legal holder when so directed and approved.

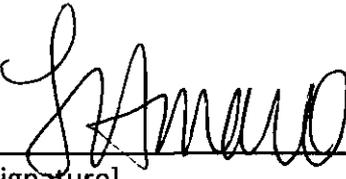
BE IT FURTHER RESOLVED that any of the following Authorized Representative(s) is authorized to enter into agreements with the Bank for electronic and other banking services including but not limited to, payroll processing, electronic entry processing, account reconciliation, and corporate cash management:

Bill Helton
County Treasurer



[signature]

Lindy Amaro
First Assistant County Treasurer



[signature]

“BE IT FURTHER RESOLVED THAT Compass Bank (the “Bank”) is designated as depository of the McLennan County Tax Assessor and Collector (the “Tax Office”) and that the following deposit accounts be opened and maintained on behalf of the Tax Office with the Bank for deposit of county and non-county funds together in these accounts as directed and approved by any one of the following Authorized Representatives.

XXXXXX3312 McLennan County Randy Riggs Tax Assessor/Collector Property Tax Credit Card
XXXXXX4300 McLennan County Randy Riggs Tax Assessor/Collector VIT Administration
XXXXXX7237 McLennan County Randy Riggs Tax Assessor/Collector Automobile
XXXXXX2249 McLennan County Randy Riggs Tax Assessor/Collector Escrow
XXXXXX2648 McLennan County Randy Riggs Tax Assessor/Collector Fees
XXXXXX3016 McLennan County Randy Riggs Tax Assessor/Collector Refunds
XXXXXX3682 McLennan County Randy Riggs Tax Assessor/Collector Automobile Internet Registration
XXXXXX3771 McLennan County Randy Riggs Tax Assessor/Collector Automobile Credit Card
XXXXXX5908 McLennan County Randy Riggs Tax Assessor/Collector Automobile Web Dealer
XXXXXX6246 McLennan County Randy Riggs, Tax Assessor/Collector VIT Escrow

Randy Riggs
Tax Assessor and Collector


[signature]

Tricia Curry
Tax Assessor and Collector Chief Deputy


[signature]

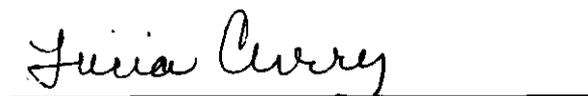
Bank is authorized to pay such checks, drafts, notes, orders, or withdrawals, or to receive the same for credit, or in payment for the payee, or any other legal holder when so directed and approved.

BE IT FURTHER RESOLVED that any of the following Authorized Representative(s) is authorized to enter into agreements with the Bank for electronic and other banking services for the Tax Office including but not limited to, electronic entry processing, account reconciliation, and corporate cash management:

Randy Riggs
Tax Assessor and Collector


[signature]

Tricia Curry
Tax Assessor and Collector Chief Deputy


[signature]

These resolutions replace and supersede the previously approved versions.

APPROVAL OF RESOLUTIONS

This resolution is hereby introduced and adopted by McLennan County Commissioners Court at its regular/special meeting held on the 15th day of MARCH, 2016.

By Scott M. Felton County Judge
Scott Felton

Attest Miycoitez Gowan County Clerk
J.A. "Andy" Harwell

FILED MAR 15 2016

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

The Court went to item F. 6. Authorization of Engagement Letter for GASB OPEB Valuation and related Agreements.

ORDER APPROVING:

**AUTHORIZATION OF ENGAGEMENT LETTER FOR GASB
OPEB VALUATION AND RELATED AGREEMENTS:**

**MASTER AGREEMENT: NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENT / GABRIEL ROEDER, SMITH & COMPANY
(RE: ACTUARIAL CONSULTING SERVICES)**

AND

**INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING FOR
ACTUARIAL SHARED SERVICES: NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENT (NCTCOG)**

On this the 15 day of March, 2016, came on for consideration the matter of Authorization of Engagement Letter for GASB OPEB Valuation and related Agreements: Master Agreement: North Central Texas Council of Governments / Gabriel, Roeder, Smith & Company (re: Actuarial Consulting Services) and Interlocal Agreement for Cooperative Purchasing for Actuarial Shared Services: North Central Texas Council of Governments (NCTCOG). 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 Authorizations be, and the same are hereby, approved by unanimous vote.

AGENDA: MARCH 15, 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. Road & Bridge, Precinct 3 | Approved |
| b. Road & Bridge, Precinct 4 | Approved |
| c. 19 th District Court | Approved |
| d. 414 th District Court | Approved |
| e. Road & Bridge, Precinct 2 | Deferred |
| f. Justice of the Peace, Precinct 3: Expenditure Authorization (re: Security Equipment) | Deferred
<i>(See after M. 8.)</i> |

CD-379, 10:21

ORDER APPROVING FY 2016 BUDGET AMENDMENTS:

ROAD & BRIDGE, PRECINCT 3;

ROAD & BRIDGE, PRECINCT 4;

19th DISTRICT COURT

AND

414th DISTRICT COURT

On this the 15 day of March, 2016, came on for consideration the matter Regarding the FY 16 Budget: Road and Bridge, Precinct 3; Road and Bridge, Precinct 4; 19th District Court; Road and Bridge, Precinct 2 and 414th District. After discussion, Commissioner Jones made a motion to approve G. 1. a., G. 1. b., G. 1. c. and G. 1. d. 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 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: R&B Pct 3

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
1			3630	606000	Repair and Maintenance	2,561	20,000	22,561
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Increases							20,000	

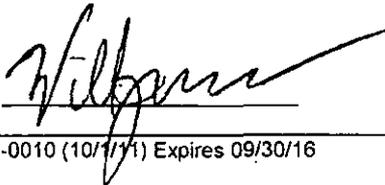
REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
1			3630	999999	Contingencies	250,000	20,000	230,000
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total Decreases							20,000	

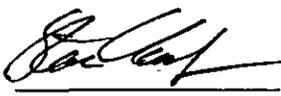
BUDGET AMENDMENT JUSTIFICATION:

Request line item transfer from R&B Pct 3 Contingencies to Repair and Maintenance

**Respectfully Submitted
Requestor:**



**Approved as to Form
County Budget Officer**



**Approved as to Form
County Auditor**



**Approved by
Commissioners' Court
County Judge**



3/15/16

FILED: **MAR 15 2016**

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Road & Bridge Pct-4

Gentlemen:

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

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	25	59	3640	R&B Pct-4	502000	Furniture & Equipment	1	4,600	4,601
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		4,600	

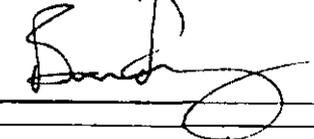
REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	25	59	3640	R&B Pct-4	701000	Capital Outlay	292,000	4,600	287,400
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		4,600	

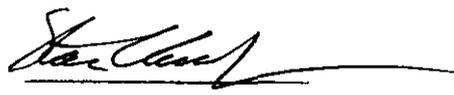
BUDGET AMENDMENT JUSTIFICATION:

FOR FURNITURE & EQUIPMENT FOR NEW BUILDING

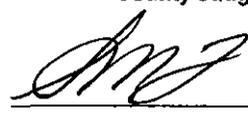
Respectfully Submitted
Requestor:



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



3/15/16

FILED: **MAR 15 2016**

J.A. HANU'HAH WELLS, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioner's 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)

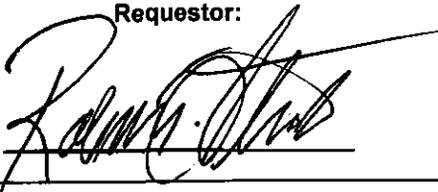
Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	26	1410	19th DC	502000	Furniture and Equipment	2,500	12,000	14,500
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
Total Increases								12,000	

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	617100	Special Prosecutors	35,000	6,000	29,000
001	15	26	1410	19th DC	50100	Supplies	21,500	6,000	15,500
									-
									-
Total Decreases								12,000	

BUDGET AMENDMENT JUSTIFICATION:

This budget increase is requested to increase "furniture and equipment" in the 19th District Court department to upgrade the sound system, cabling, TV system and Psymposium for jury.

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

3/15/16



t. (254)776-3130 f. (254)776-3131

QUOTE

Number BMTQ1020

Date Feb 29, 2016

Sold To

19th District Court
Ellen Watson
501 Washington Ave.
Rm 302
Waco, Tx 76701

Ship To

Your Sales Rep

TreyS
(254) 776-3130
(254)-366-9323
Install@BMTWaco.com

Phone 254-757-5081

Fax 254-759-5683

Mobil

Email ellen.watson@co.mclennan.tx.u

Phone

Fax

Mobil

Email

Scope of Work

1. All existing cabling shall be removed the day before the carpet is removed
2. Any existing cabling NOT being used shall be removed and disposed of properly
3. An 80" LED TV shall be installed on an articulating mount for the main audience
4. A 60" LED TV shall be installed on an articulating mount for the jury to view
5. VGA and HDMI cabling shall be ran to the new TV's
6. The existing equipment cabinet shall be removed and replaced with a rack with a locking back door. The front shall remain open
7. All existing and any new equipment shall be rack mounted
8. All cabling shall be labelled
9. A rack mounted surge supressor shall be installed to protect the equipment
10. Owner shall provide power for the TV location's.
11. A single (unswitched) duplex shall be installed approximatley 80" above finished floor

Terms

P.O. Number

Ship Via

Line	Qty	Manufacture	Description	Unit Price	Ext. Price
1	1	Sharp	Sharp 80" Hybrid combine full-HD image quality and stylishly thin profiles with a built-in digital tuner and RS-232C connectivity for the ultimate display experience.3-Year Onsite Limited Warranty	\$3,799.00	\$3,799.00
2	1	Sharp	Sharp 60" Hybrid combine full-HD image quality and stylishly thin profiles with a built-in digital tuner and RS-232C connectivity for the ultimate display experience. 3-Year Onsite Limited Warranty	\$1,299.00	\$1,299.00

PRICES ARE GOOD FOR 30 DAYS - PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. A 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Manufacture	Description	Unit Price	Ext. Price
3	1	Kramer	1:4 XGA DA with KR-ISP™ Signal Processing	\$236.00	\$236.00
4	1	Kramer	15-Pin HD (M) to 15-Pin (M) Cable - 50'	\$60.50	\$60.50
5	2	Kramer	15-Pin HD (M) to 15-Pin (M) Cable - 25'	\$37.40	\$74.80
6	1	Kramer	HDMI (M) to HDMI (M) Cable with Ethernet - 50'	\$94.60	\$94.60
7	2	Kramer	HDMI (M) to HDMI (M) Cable with Ethernet - 25'	\$53.90	\$107.80
8	1	Link	1x4 HDMI Splitter/ 3D Ready	\$169.98	\$169.98
9	1	Atlas Sound	CABINET MOB 21RU 36H 25D 19W C NO FD CR BLACK	\$726.00	\$726.00
10	1	Atlas Sound	PWR COND, SURG SUPP, FT LGHT, VOL MTR, 3M CD	\$289.00	\$289.00
11	1	Peerless Mounts	Universal Articulating Wall Arm For 37" to 95" TV's	\$389.00	\$389.00
12	1	Peerless Mounts	Universal Articulating Wall Arm For 37" to 80" TV's	\$349.00	\$349.00
13	1	Misc	Misc Parts, Cabling	\$600.00	\$600.00
14	1	Labor	Labor	\$2,400.00	\$2,400.00

SubTotal	\$10,594.68
Tax	\$0.00
Shipping	\$0.00
Total	\$10,594.68

PRICES ARE GOOD FOR 30 DAYS - PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. A 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

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	1450	414th DC	502000	Furniture and Equipment	1	300	301
							-	-	-
							-	-	-
							-	-	-
						Total Increases		300	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	26	1450	414th DC	501000	Supplies	3,500	300	3,200
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		300	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "furniture and equipment" in the 414th District Court department for the 2016 fiscal year.

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





3/15/16

FILED: **MAR 15 2016**

J.A. "ANJY" HAWWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

ORDER DEFERRING:

ROAD & BRIDGE, PRECINCT 2

RE: FY 2016 BUDGET

On this the 15 day of March, 2016, came on for consideration the matter Regarding the FY 16 Budget: Road & Bridge, Precinct 2. Commissioner Gibson made a motion to defer until the next meeting 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 FY 2016 Budget Amendment be, and the same is hereby, deferred by unanimous vote.

AGENDA: MARCH 15, 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 Support and Maintenance Agreement: **Approved**
HOVServices (re: Document Scanner)
2. Authorizations of Precision Care Maintenance Agreement: **Approved**
Precision Business Machines (re: Duplex ID Printer)
3. Regarding the United States Marshals Service Agreement # 80-10-0033:
Ratification of Modification of Intergovernmental Agreements:
 - a. Modification No. 8 **Approved**
 - b. Modification No. 9 **Approved**
4. Discussion and/or Consideration of Agreement with Melchizedek Medical, PLLC (re: Medical Services – Jail) **Approved**

CD-379, 10:23

ORDER APPROVING:

**AUTHORIZATION OF SUPPORT AND MAINTENANCE AGREEMENT:
HOVSERVICES (RE: DOCUMENT SCANNER)**

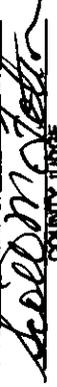
On this the 15 day of March, 2016, came on for consideration the matter of Authorization of Support and Maintenance Agreement: HOVSerVICES (re: Document Scanner). After discussion, Commissioner Perry made a motion to approve H. 1. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Maintenance Agreements for the Court's Consideration
March 15, 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 Scanner Panasonic KV- S5046H SN# G3759VE1367 Tag# 39079CONSVR	4/28/16 to 4/27/17						\$966.33	\$966.33	39079CONSVR

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

 Becky Stephens, Purchasing

APPROVED BY COMMISSIONERS COURT
 THIS 15 DAY OF MARCH 2016

 COUNTY JUDGE



Support and Maintenance Agreement

2/18/2016

Page 1

Installation Location

MCLENNAN COUNTY
MCLENNAN COUNTY SHERIFF'S OFFICE
901 WASHINGTON AVENUE
WACO, TX 76701

LT. PAM WHITLOCK 254 757 5112

Description

Agreement #: 39079CONSVR
Type: Standard Hardware
Amount: \$966.33
Effective: 4/28/2016 through 4/27/2017
Payment Terms: Annual

Amount shown does not include applicable taxes
See attached Terms and Conditions on page 2

Covered Components

Description

PANASONIC KV-S5046H

LASON Tag #

36771-17025

Serial #

G3759VE1367

Covered Services

Notes or Considerations

On-Site Support/Labor
Parts
Phone Support

Unlimited Service Calls Allowed

Service Location: 17025

Customer Code: CUS04557

Your Purchase Order Number:

P.O. Date:

Signature: *Scott M. Felton*

Date: 3/15/16

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

Signature

Amy Raines

Authorized HOV Services/LASON Representative

04/28/2016

2/18/2016

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 preventive maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this 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 covenants 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 Plats, Glass Cylinders, Paper, Fuser Oil, Bubs, Armonia, 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 pads, 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 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 filled 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 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 those updates or upgrades. This does not include updates or upgrades to the current operating system software.
5. Special Conditions for Service Agreements Covering Walks and Wilson 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 those 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 Beltsville 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 filled 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 this 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 sold, 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 charge 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 anytime 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

February 18, 2016

MCLENNAN COUNTY
901 WASHINGTON AVENUE
WACO, TX 76701
Attn: LT. PAM WHITLOCK

**** 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 **April 27, 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,

Charnita Pradia
HOV Services/LASON Service Administration
11850 Hempstead Highway, Suite 270
Houston, TX 77092
800-899-4863

FILED: MAR 15 2016

J.A. "ANDY" HARRWELL, County Clerk
McLennan County, Texas
By Myrcetiz Gowan DEPUTY

ORDER APPROVING:

AUTHORIZATION OF PRECISION CARE MAINTENANCE AGREEMENT:

PRECISION BUSINESS MACHINES (RE: DUPLEX ID PRINTER)

On this the 15 day of March, 2016, came on for consideration the matter of Authorization of Precision Care Maintenance: Precision Business Machines (re: Duplex ID Printer). After discussion, Commissioner Jones made a motion to approve H. 2. 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:

**RATIFICATION OF MODIFICATION OF
INTERGOVERNMENTAL AGREEMENTS:**

MODIFICATION NO. 8

AND

MODIFICATION NO. 9

**RE: THE UNITED STATES MARSHALS
SERVICE AGREEMENT # 80-10-0033**

On this the 15 day of March, 2016, came on for consideration the matter Regarding the United States Marshals Service Agreement # 80-10-0033: Ratification of Modification of Intergovernmental Agreements: Modification No. 8 and Modification No. 9. After discussion, Commissioner Perry made a motion to approve H. 3. a. and H. 3. b. 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.



U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division

Arlington, VA 22301

FEB -9 2016

The Honorable Scott M. Felton
County Judge
McLennan County/Jack Harwell Detention Center
3101 Marlin Highway
Waco, Texas 76705

Re: Intergovernmental Agreement Number 80-10-0033, Incorporating the Annual Wage Determination Number: 2005-2523 (Rev.16) Dated 07/08/2015, and 2015-2523 (Rev. 3) Dated 12/29/2015.

Dear Judge Felton:

Enclosed are three originals of the above referenced Modification to incorporate the Department of Labor Wage Determination to ensure compliance with the Service Contract Act. After the local representative has signed the modification, please return two originals to the United States Marshals Service/Prisoner Operations Division at the following address.

Mary Horsey
United States Marshals Service
Prisoner Operations Division CS-3 – Suite 500
Washington, DC 20530-1000

If you have questions, please contact me at (202) 307-5103.

Attachment

Sincerely,

Mary Horsey, Grants Specialist
Intergovernmental Agreements Branch

cc: Melesio Hernandez
Chief Deputy United States Marshal
Western District of Texas

Agreement Number: 80-10-0033

Page 2 of 12

Incorporate the Department of Labor Wage Determination No. 2005-2523 (REV. 16), dated 07/08/2015. In accordance with FAR PART 52.222.43 (f), the McLennan County/Jack Harwell Detention Facility must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

***** THIS WAGE DETERMINATION WAS REPLACED 12/08/2015 *****
 WD 05-2523 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2523
Daniel W. Simms Director	Division of Wage Determinations	Revision No.: 16 Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell, Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.70
01012 - Accounting Clerk II		13.13
01013 - Accounting Clerk III		14.69
01020 - Administrative Assistant		19.47
01040 - Court Reporter		14.54
01051 - Data Entry Operator I		10.46
01052 - Data Entry Operator II		12.35
01060 - Dispatcher, Motor Vehicle		14.53
01070 - Document Preparation Clerk		11.12
01090 - Duplicating Machine Operator		11.12
01111 - General Clerk I		10.46
01112 - General Clerk II		12.55
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		14.76
01141 - Messenger Courier		10.45
01191 - Order Clerk I		12.32
01192 - Order Clerk II		13.45
01261 - Personnel Assistant (Employment) I		12.99
01262 - Personnel Assistant (Employment) II		14.60
01263 - Personnel Assistant (Employment) III		17.03
01270 - Production Control Clerk		16.12
01280 - Receptionist		10.41
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		11.81
01311 - Secretary I		11.81
01312 - Secretary II		13.39
01313 - Secretary III		14.76
01320 - Service Order Dispatcher		12.50
01410 - Supply Technician		19.47
01420 - Survey Worker		13.05

01531 - Travel Clerk I	11.59
01532 - Travel Clerk II	12.65
01533 - Travel Clerk III	13.72
01611 - Word Processor I	11.97
01612 - Word Processor II	13.43
01613 - Word Processor III	15.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	16.71
05040 - Automotive Glass Installer	15.81
05070 - Automotive Worker	15.81
05110 - Mobile Equipment Servicer	13.84
05130 - Motor Equipment Metal Mechanic	17.63
05160 - Motor Equipment Metal Worker	15.81
05190 - Motor Vehicle Mechanic	17.63
05220 - Motor Vehicle Mechanic Helper	12.13
05250 - Motor Vehicle Upholstery Worker	14.82
05280 - Motor Vehicle Wrecker	15.81
05310 - Painter, Automotive	16.71
05340 - Radiator Repair Specialist	15.81
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	17.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.07
07041 - Cook I	9.57
07042 - Cook II	10.88
07070 - Dishwasher	7.36
07130 - Food Service Worker	8.27
07210 - Meat Cutter	12.04
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.59
09040 - Furniture Handler	10.15
09080 - Furniture Refinisher	15.59
09090 - Furniture Refinisher Helper	11.99
09110 - Furniture Repairer, Minor	13.82
09130 - Upholsterer	15.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.00
11090 - Gardener	11.40
11122 - Housekeeping Aide	9.00
11150 - Janitor	9.00
11210 - Laborer, Grounds Maintenance	10.33
11240 - Maid or Houseman	7.72
11260 - Pruner	9.19
11270 - Tractor Operator	11.55
11330 - Trail Maintenance Worker	10.33
11360 - Window Cleaner	10.08
12000 - Health Occupations	
12010 - Ambulance Driver	14.82
12011 - Breath Alcohol Technician	16.45
12012 - Certified Occupational Therapist Assistant	23.26
12015 - Certified Physical Therapist Assistant	23.37
12020 - Dental Assistant	15.27
12025 - Dental Hygienist	32.41
12030 - EKG Technician	25.72
12035 - Electroneurodiagnostic Technologist	25.72
12040 - Emergency Medical Technician	14.82
12071 - Licensed Practical Nurse I	15.13
12072 - Licensed Practical Nurse II	17.02
12073 - Licensed Practical Nurse III	18.91
12100 - Medical Assistant	13.01

12130 - Medical Laboratory Technician	15.40
12160 - Medical Record Clerk	13.45
12190 - Medical Record Technician	15.99
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	37.25
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.87
12223 - Nursing Assistant III	12.63
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	11.98
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	15.24
12280 - Phlebotomist	14.28
12305 - Radiologic Technologist	22.50
12311 - Registered Nurse I	20.88
12312 - Registered Nurse II	25.55
12313 - Registered Nurse II, Specialist	25.55
12314 - Registered Nurse III	30.91
12315 - Registered Nurse III, Anesthetist	30.91
12316 - Registered Nurse IV	37.05
12317 - Scheduler (Drug and Alcohol Testing)	18.91
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.66
13012 - Exhibits Specialist II	19.33
13013 - Exhibits Specialist III	23.65
13041 - Illustrator I	15.65
13042 - Illustrator II	19.33
13043 - Illustrator III	23.65
13047 - Librarian	21.45
13050 - Library Aide/Clerk	11.97
13054 - Library Information Technology Systems Administrator	19.33
13058 - Library Technician	15.66
13061 - Media Specialist I	14.32
13062 - Media Specialist II	16.03
13063 - Media Specialist III	17.86
13071 - Photographer I	13.94
13072 - Photographer II	15.66
13073 - Photographer III	19.31
13074 - Photographer IV	23.60
13075 - Photographer V	28.74
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.59
14042 - Computer Operator II	16.86
14043 - Computer Operator III	19.88
14044 - Computer Operator IV	22.02
14045 - Computer Operator V	24.38
14071 - Computer Programmer I	20.12
14072 - Computer Programmer II	24.52
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	24.73
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	22.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.73
15020 - Aircrew Training Devices Instructor (Rated)	29.56
15030 - Air Crew Training Devices Instructor (Pilot)	35.43
15050 - Computer Based Training Specialist / Instructor	24.73
15060 - Educational Technologist	26.64

15070 - Flight Instructor (Pilot)	35.43
15080 - Graphic Artist	17.62
15090 - Technical Instructor	20.75
15095 - Technical Instructor/Course Developer	25.13
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	10.24
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.82
16250 - Washer, Machine	8.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.83
19040 - Tool And Die Maker	20.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.51
21030 - Material Coordinator	16.12
21040 - Material Expediter	16.12
21050 - Material Handling Laborer	10.06
21071 - Order Filler	10.77
21080 - Production Line Worker (Food Processing)	12.51
21110 - Shipping Packer	12.93
21130 - Shipping/Receiving Clerk	12.93
21140 - Store Worker I	9.38
21150 - Stock Clerk	13.16
21210 - Tools And Parts Attendant	12.51
21410 - Warehouse Specialist	12.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.04
23021 - Aircraft Mechanic I	20.73
23022 - Aircraft Mechanic II	22.04
23023 - Aircraft Mechanic III	23.16
23040 - Aircraft Mechanic Helper	13.86
23050 - Aircraft, Painter	18.61
23060 - Aircraft Servicer	15.99
23080 - Aircraft Worker	17.05
23110 - Appliance Mechanic	15.95
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	21.43
23130 - Carpenter, Maintenance	15.84
23140 - Carpet Layer	16.69
23160 - Electrician, Maintenance	19.86
23181 - Electronics Technician Maintenance I	19.30
23182 - Electronics Technician Maintenance II	20.62
23183 - Electronics Technician Maintenance III	22.36
23260 - Fabric Worker	15.56
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.42
23311 - Fuel Distribution System Mechanic	18.68
23312 - Fuel Distribution System Operator	14.42
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	15.99
23382 - Ground Support Equipment Worker	17.05
23391 - Gunsmith I	14.42
23392 - Gunsmith II	16.69

23393 - Gunsmith III	18.97
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
23430 - Heavy Equipment Mechanic	17.29
23440 - Heavy Equipment Operator	16.86
23460 - Instrument Mechanic	20.38
23465 - Laboratory/Shelter Mechanic	18.02
23470 - Laborer	10.06
23510 - Locksmith	15.95
23530 - Machinery Maintenance Mechanic	18.94
23550 - Machinist, Maintenance	15.98
23580 - Maintenance Trades Helper	13.19
23591 - Metrology Technician I	20.38
23592 - Metrology Technician II	21.67
23593 - Metrology Technician III	22.98
23640 - Millwright	18.97
23710 - Office Appliance Repairer	15.95
23760 - Painter, Maintenance	17.15
23790 - Pipefitter, Maintenance	20.16
23810 - Plumber, Maintenance	18.49
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.69
23890 - Sheet-Metal Worker, Maintenance	18.10
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	26.38
23932 - Telecommunications Mechanic II	32.26
23950 - Telephone Lineman	21.42
23960 - Welder, Combination, Maintenance	16.45
23965 - Well Driller	18.97
23970 - Woodcraft Worker	18.97
23980 - Woodworker	13.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	8.61
24620 - Family Readiness And Support Services Coordinator	11.38
24630 - Homemaker	13.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.97
25040 - Sewage Plant Operator	15.62
25070 - Stationary Engineer	18.97
25190 - Ventilation Equipment Tender	12.86
25210 - Water Treatment Plant Operator	15.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.29
27007 - Baggage Inspector	10.98
27008 - Corrections Officer	14.90
27010 - Court Security Officer	16.80
27030 - Detection Dog Handler	14.19
27040 - Detention Officer	14.90
27070 - Firefighter	17.11
27101 - Guard I	10.98
27102 - Guard II	14.19
27131 - Police Officer I	18.32
27132 - Police Officer II	20.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.61
28043 - Carnival Equipment Worker	8.63

28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	15.98
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.59
29020 - Hatch Tender	15.14
29030 - Line Handler	15.14
29041 - Stevedore I	14.17
29042 - Stevedore II	16.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.27
30022 - Archeological Technician II	15.58
30023 - Archeological Technician III	19.76
30030 - Cartographic Technician	23.36
30040 - Civil Engineering Technician	21.12
30061 - Drafter/CAD Operator I	14.80
30062 - Drafter/CAD Operator II	19.07
30063 - Drafter/CAD Operator III	20.51
30064 - Drafter/CAD Operator IV	22.72
30081 - Engineering Technician I	14.99
30082 - Engineering Technician II	18.07
30083 - Engineering Technician III	20.24
30084 - Engineering Technician IV	26.53
30085 - Engineering Technician V	31.84
30086 - Engineering Technician VI	36.70
30090 - Environmental Technician	21.16
30210 - Laboratory Technician	21.14
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	14.95
30362 - Paralegal/Legal Assistant II	18.88
30363 - Paralegal/Legal Assistant III	22.66
30364 - Paralegal/Legal Assistant IV	27.38
30390 - Photo-Optics Technician	24.19
30461 - Technical Writer I	22.02
30462 - Technical Writer II	26.94
30463 - Technical Writer III	32.59
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.51
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.86
31030 - Bus Driver	15.68
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.87
31361 - Truckdriver, Light	12.35
31362 - Truckdriver, Medium	16.13
31363 - Truckdriver, Heavy	16.87
31364 - Truckdriver, Tractor-Trailer	16.87
99000 - Miscellaneous Occupations	

99030 - Cashier	7.99
99050 - Desk Clerk	9.49
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	10.55
99310 - Mortician	22.74
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.49
99711 - Recycling Specialist	13.93
99730 - Refuse Collector	10.64
99810 - Sales Clerk	10.68
99820 - School Crossing Guard	10.64
99830 - Survey Party Chief	17.55
99831 - Surveying Aide	10.95
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	13.60
99841 - Vending Machine Repairer	16.65
99842 - Vending Machine Repairer Helper	13.60

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

FILED: MAR 15 2016



U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division

Arlington, VA 22301

FEB -9 2016

The Honorable Scott M. Felton
County Judge
McLennan County/Jack Harwell Detention Center
3101 Marlin Highway
Waco, Texas 76705

Re: Intergovernmental Agreement Number 80-10-0033, Incorporating the Annual Wage Determination Number: 2005-2523 (Rev.16) Dated 07/08/2015, and 2015-2523 (Rev. 3) Dated 12/29/2015.

Dear Judge Felton:

Enclosed are three originals of the above referenced Modification to incorporate the Department of Labor Wage Determination to ensure compliance with the Service Contract Act. After the local representative has signed the modification, please return two originals to the United States Marshals Service/Prisoner Operations Division at the following address.

Mary Horsey
United States Marshals Service
Prisoner Operations Division CS-3 – Suite 500
Washington, DC 20530-1000

If you have questions, please contact me at (202) 307-5103.

Attachment

Sincerely,

Mary Horsey, Grants Specialist
Intergovernmental Agreements Branch

cc: Melesio Hernandez
Chief Deputy United States Marshal
Western District of Texas

Agreement Number: 80-10-0033

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Incorporate the Department of Labor Wage Determination No. 2015-2523 (REV. 3), dated 12/29/2015. In accordance with FAR PART 52.222.43 (f), the McLennan County/Jack Harwell Detention Facility must notify the contracting officer of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination, unless the notification period is extended in writing by the contracting officer. The county shall promptly notify the contracting officer of any decrease under this clause, but nothing in this clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract) claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date."

WD 15-2523 (Rev.-3) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-2523 Revision No.: 3 Date Of Revision: 12/29/2015
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Bell, Coryell, McLennan

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.70
01012 - Accounting Clerk II		13.13
01013 - Accounting Clerk III		14.69
01020 - Administrative Assistant		19.47
01035 - Court Reporter		14.54
01051 - Data Entry Operator I		10.46
01052 - Data Entry Operator II		12.35
01060 - Dispatcher, Motor Vehicle		14.53
01070 - Document Preparation Clerk		11.12
01090 - Duplicating Machine Operator		11.12
01111 - General Clerk I		10.46
01112 - General Clerk II		12.55
01113 - General Clerk III		14.06
01120 - Housing Referral Assistant		14.76
01141 - Messenger Courier		10.45
01191 - Order Clerk I		12.32
01192 - Order Clerk II		13.45
01261 - Personnel Assistant (Employment) I		12.99
01262 - Personnel Assistant (Employment) II		14.60
01263 - Personnel Assistant (Employment) III		17.03
01270 - Production Control Clerk		16.12
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		11.81
01311 - Secretary I		11.81
01312 - Secretary II		13.39
01313 - Secretary III		14.76
01320 - Service Order Dispatcher		12.50
01410 - Supply Technician		19.47
01420 - Survey Worker		13.05
01460 - Switchboard Operator/Receptionist		10.41
01531 - Travel Clerk I		11.59

01532 - Travel Clerk II	12.65
01533 - Travel Clerk III	13.72
01611 - Word Processor I	11.97
01612 - Word Processor II	13.43
01613 - Word Processor III	15.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.95
05010 - Automotive Electrician	16.71
05040 - Automotive Glass Installer	15.81
05070 - Automotive Worker	15.81
05110 - Mobile Equipment Servicer	13.84
05130 - Motor Equipment Metal Mechanic	17.63
05160 - Motor Equipment Metal Worker	15.81
05190 - Motor Vehicle Mechanic	17.63
05220 - Motor Vehicle Mechanic Helper	12.13
05250 - Motor Vehicle Upholstery Worker	14.82
05280 - Motor Vehicle Wrecker	15.81
05310 - Painter, Automotive	16.71
05340 - Radiator Repair Specialist	15.81
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	17.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.07
07041 - Cook I	9.57
07042 - Cook II	10.88
07070 - Dishwasher	7.36
07130 - Food Service Worker	8.27
07210 - Meat Cutter	12.04
07260 - Waiter/Waitress	7.25
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.59
09040 - Furniture Handler	10.15
09080 - Furniture Refinisher	15.59
09090 - Furniture Refinisher Helper	11.99
09110 - Furniture Repairer, Minor	13.82
09130 - Upholsterer	15.59
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.63
11060 - Elevator Operator	9.00
11090 - Gardener	11.40
11122 - Housekeeping Aide	9.00
11150 - Janitor	9.00
11210 - Laborer, Grounds Maintenance	10.33
11240 - Maid or Houseman	7.72
11260 - Pruner	9.19
11270 - Tractor Operator	11.55
11330 - Trail Maintenance Worker	10.33
11360 - Window Cleaner	10.08
12000 - Health Occupations	
12010 - Ambulance Driver	14.82
12011 - Breath Alcohol Technician	16.45
12012 - Certified Occupational Therapist Assistant	23.26
12015 - Certified Physical Therapist Assistant	23.37
12020 - Dental Assistant	15.27
12025 - Dental Hygienist	32.41
12030 - EKG Technician	25.72
12035 - Electroneurodiagnostic Technologist	25.72
12040 - Emergency Medical Technician	14.82
12071 - Licensed Practical Nurse I	15.13
12072 - Licensed Practical Nurse II	17.02
12073 - Licensed Practical Nurse III	18.91
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	15.40

12160 - Medical Record Clerk	13.45
12190 - Medical Record Technician	15.99
12195 - Medical Transcriptionist	15.31
12210 - Nuclear Medicine Technologist	37.25
12221 - Nursing Assistant I	9.68
12222 - Nursing Assistant II	10.87
12223 - Nursing Assistant III	12.63
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	11.98
12236 - Optical Technician	15.13
12250 - Pharmacy Technician	15.24
12280 - Phlebotomist	14.28
12305 - Radiologic Technologist	22.50
12311 - Registered Nurse I	20.88
12312 - Registered Nurse II	25.55
12313 - Registered Nurse II, Specialist	25.55
12314 - Registered Nurse III	30.91
12315 - Registered Nurse III, Anesthetist	30.91
12316 - Registered Nurse IV	37.05
12317 - Scheduler (Drug and Alcohol Testing)	18.91
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.66
13012 - Exhibits Specialist II	19.33
13013 - Exhibits Specialist III	23.65
13041 - Illustrator I	15.65
13042 - Illustrator II	19.33
13043 - Illustrator III	23.65
13047 - Librarian	21.45
13050 - Library Aide/Clerk	11.97
13054 - Library Information Technology Systems Administrator	19.33
13058 - Library Technician	15.66
13061 - Media Specialist I	14.32
13062 - Media Specialist II	16.03
13063 - Media Specialist III	17.86
13071 - Photographer I	13.94
13072 - Photographer II	15.66
13073 - Photographer III	19.31
13074 - Photographer IV	23.60
13075 - Photographer V	28.74
13110 - Video Teleconference Technician	15.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.59
14042 - Computer Operator II	16.86
14043 - Computer Operator III	19.88
14044 - Computer Operator IV	22.02
14045 - Computer Operator V	24.38
14071 - Computer Programmer I	20.12
14072 - Computer Programmer II	24.52
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	24.73
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	22.02
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.73
15020 - Aircrew Training Devices Instructor (Rated)	29.56
15030 - Air Crew Training Devices Instructor (Pilot)	35.43
15050 - Computer Based Training Specialist / Instructor	24.73
15060 - Educational Technologist	26.64
15070 - Flight Instructor (Pilot)	35.43

15080 - Graphic Artist	17.62
15090 - Technical Instructor	20.75
15095 - Technical Instructor/Course Developer	25.13
15110 - Test Proctor	17.61
15120 - Tutor	17.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.93
16030 - Counter Attendant	7.93
16040 - Dry Cleaner	10.24
16070 - Finisher, Flatwork, Machine	7.93
16090 - Presser, Hand	7.93
16110 - Presser, Machine, Drycleaning	7.93
16130 - Presser, Machine, Shirts	7.93
16160 - Presser, Machine, Wearing Apparel, Laundry	7.93
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.82
16250 - Washer, Machine	8.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.83
19040 - Tool And Die Maker	20.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.51
21030 - Material Coordinator	16.12
21040 - Material Expediter	16.12
21050 - Material Handling Laborer	10.06
21071 - Order Filler	10.77
21080 - Production Line Worker (Food Processing)	12.51
21110 - Shipping Packer	12.93
21130 - Shipping/Receiving Clerk	12.93
21140 - Store Worker I	9.38
21150 - Stock Clerk	13.16
21210 - Tools And Parts Attendant	12.51
21410 - Warehouse Specialist	12.51
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.04
23021 - Aircraft Mechanic I	20.73
23022 - Aircraft Mechanic II	22.04
23023 - Aircraft Mechanic III	23.16
23040 - Aircraft Mechanic Helper	13.86
23050 - Aircraft, Painter	18.61
23060 - Aircraft Servicer	15.99
23080 - Aircraft Worker	17.05
23110 - Appliance Mechanic	15.95
23120 - Bicycle Repairer	11.51
23125 - Cable Splicer	21.43
23130 - Carpenter, Maintenance	15.84
23140 - Carpet Layer	16.69
23160 - Electrician, Maintenance	19.86
23181 - Electronics Technician Maintenance I	19.30
23182 - Electronics Technician Maintenance II	20.62
23183 - Electronics Technician Maintenance III	22.36
23260 - Fabric Worker	15.56
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.42
23311 - Fuel Distribution System Mechanic	18.68
23312 - Fuel Distribution System Operator	14.42
23370 - General Maintenance Worker	15.93
23380 - Ground Support Equipment Mechanic	20.73
23381 - Ground Support Equipment Servicer	15.99
23382 - Ground Support Equipment Worker	17.05
23391 - Gunsmith I	14.42
23392 - Gunsmith II	16.69
23393 - Gunsmith III	18.97

23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.05
23430 - Heavy Equipment Mechanic	17.29
23440 - Heavy Equipment Operator	16.86
23460 - Instrument Mechanic	20.38
23465 - Laboratory/Shelter Mechanic	18.02
23470 - Laborer	10.06
23510 - Locksmith	15.95
23530 - Machinery Maintenance Mechanic	18.94
23550 - Machinist, Maintenance	15.98
23580 - Maintenance Trades Helper	13.19
23591 - Metrology Technician I	20.38
23592 - Metrology Technician II	21.67
23593 - Metrology Technician III	22.98
23640 - Millwright	18.97
23710 - Office Appliance Repairer	15.95
23760 - Painter, Maintenance	17.15
23790 - Pipefitter, Maintenance	20.16
23810 - Plumber, Maintenance	18.49
23820 - Pneudraulic Systems Mechanic	18.97
23850 - Rigger	18.97
23870 - Scale Mechanic	16.69
23890 - Sheet-Metal Worker, Maintenance	18.10
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	26.38
23932 - Telecommunications Mechanic II	32.26
23950 - Telephone Lineman	21.42
23960 - Welder, Combination, Maintenance	16.45
23965 - Well Driller	18.97
23970 - Woodcraft Worker	18.97
23980 - Woodworker	13.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24610 - Chore Aide	8.61
24620 - Family Readiness And Support Services Coordinator	11.38
24630 - Homemaker	13.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.97
25040 - Sewage Plant Operator	15.62
25070 - Stationary Engineer	18.97
25190 - Ventilation Equipment Tender	12.86
25210 - Water Treatment Plant Operator	15.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.29
27007 - Baggage Inspector	10.98
27008 - Corrections Officer	14.90
27010 - Court Security Officer	16.80
27030 - Detection Dog Handler	14.19
27040 - Detention Officer	14.90
27070 - Firefighter	17.11
27101 - Guard I	10.98
27102 - Guard II	14.19
27131 - Police Officer I	18.32
27132 - Police Officer II	20.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.61
28043 - Carnival Worker	8.63
28210 - Gate Attendant/Gate Tender	12.73

28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	15.98
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.59
29020 - Hatch Tender	15.14
29030 - Line Handler	15.14
29041 - Stevedore I	14.17
29042 - Stevedore II	16.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.27
30022 - Archeological Technician II	15.58
30023 - Archeological Technician III	19.76
30030 - Cartographic Technician	23.36
30040 - Civil Engineering Technician	21.12
30061 - Drafter/CAD Operator I	14.80
30062 - Drafter/CAD Operator II	19.07
30063 - Drafter/CAD Operator III	20.51
30064 - Drafter/CAD Operator IV	22.72
30081 - Engineering Technician I	14.99
30082 - Engineering Technician II	18.07
30083 - Engineering Technician III	20.24
30084 - Engineering Technician IV	26.53
30085 - Engineering Technician V	31.84
30086 - Engineering Technician VI	36.70
30090 - Environmental Technician	21.16
30210 - Laboratory Technician	21.14
30240 - Mathematical Technician	23.28
30361 - Paralegal/Legal Assistant I	14.95
30362 - Paralegal/Legal Assistant II	18.88
30363 - Paralegal/Legal Assistant III	22.66
30364 - Paralegal/Legal Assistant IV	27.38
30390 - Photo-Optics Technician	24.19
30461 - Technical Writer I	22.02
30462 - Technical Writer II	26.94
30463 - Technical Writer III	32.59
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.51
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.86
31030 - Bus Driver	15.68
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	13.59
31310 - Taxi Driver	10.87
31361 - Truckdriver, Light	12.35
31362 - Truckdriver, Medium	16.13
31363 - Truckdriver, Heavy	16.87
31364 - Truckdriver, Tractor-Trailer	16.87
99000 - Miscellaneous Occupations	
99030 - Cashier	7.99

99050 - Desk Clerk	9.49
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	10.55
99310 - Mortician	22.74
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.49
99711 - Recycling Specialist	13.93
99730 - Refuse Collector	10.64
99810 - Sales Clerk	10.68
99820 - School Crossing Guard	10.64
99830 - Survey Party Chief	17.55
99831 - Surveying Aide	10.95
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	13.60
99841 - Vending Machine Repairer	16.65
99842 - Vending Machine Repairer Helper	13.60

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

FILED: MAR 15 2016

ORDER ACCEPTING:

AGREEMENT WITH MELCHIZEDEK MEDICAL, PLLC
(RE: MEDICAL SERVICES - JAIL)

On this the 15 day of March, 2016, came on for consideration the matter of Agreement with Melchizedek Medical, PLLC (Re: Medical Services - Jail). After discussion, Commissioner Gibson made a motion to accept the contract cancellation 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, accepted by unanimous vote.

Melchizedek Medical, PLLC
2416 N. 50th St.
Waco, Texas 76710

John A. Wells, MD, MBA, Manager

March 9, 2016

Scott Felton
County Judge
Via Hand Delivery

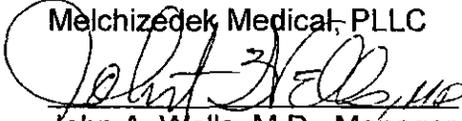
Dear Judge Felton:

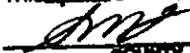
This letter is to provide notice of my intent to terminate the Agreement for Medical Director/Jail Physician Services between my company, Melchizedek Medical, PLLC, and McLennan County with regard to the McLennan County Jail effective on April 30, 2016. I believe that, with the assistance of the medical staff at the Jail, we have made tremendous improvements in the efficiency, quality, and cost of medical care provided at the Jail. Despite the good work that has been accomplished, I feel like it is time for a change.

I believe providing almost 60 days' notice will likely provide the County with sufficient time to obtain transitional coverage. If additional time ends up being necessary, we will gladly consider extending on a month to month basis for a couple of months until alternate coverage is obtained.

Thank you for the opportunity to serve the County.

Sincerely,

Melchizedek Medical, PLLC

John A. Wells, M.D., Manager

APPROVED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 2016

COUNTY JUDGE

FILED: MAR 15 2016

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

AGENDA: MARCH 15, 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:* Authorization of Change Orders / Payment Requests, Acceptance of Reports, Updates, related matters

None

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

Approved

CD-379, 10:27

ORDER APPROVING:

**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 15 day of March 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 Perry made a motion to release the Final Pay application to ARC Roofing totaling \$14,565.25 which is retainage 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.

**Stan Chambers, CPA
County Auditor**



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

**ARC ROOFING
EXTRACO EVENTS CENTER ROOF RENOVATIONS**

This Application No. 8 in the amount of \$14,565.25 (retainage) has been audited and is certified eligible for payment out of the McLennan County Permanent Improvement Fund.

CONTRACT TO DATE SUMMARY

	Gross Payment Applications	Less Retainage	Payment Applications Net of Retainage
Previous Applications	291,305.00	14,565.25	276,739.75
This Application	0.00	-14,565.25	14,565.25
Cumulative	291,305.00	0.00	291,305.00

Stan Chambers
Stan Chambers, CPA
County Auditor

Approved for payment this 15 day of MARCH, 2016 out of McLennan County Fund 401.

By *Scott M. Felton*
Scott Felton, County Judge

DEFERRED BY COMMISSIONERS COURT
THIS 2 DAY OF FEB 2016
Scott M. Felton
COUNTY JUDGE

DEFERRED BY COMMISSIONERS COURT
THIS 22 DAY OF Dec 2015
Scott M. Felton
COUNTY JUDGE

RECEIVED



WINTON
ENGINEERING
"Turning Ideas into Reality"

TBPE Firm No. F-282

OCT 30 2015
McLENNAN CO.
JUDGE

**LETTER OF
TRANSMITTAL**

To: McLennan County 501 Washington Avenue Waco, Texas 76701	Project: Extraco Exterior Building Envelope Renovations
Attention: Scott M. Felton	Project No: 2013-015.01
Re: Construction Documents	Date: October 29, 2015

- WE ARE SENDING YOU: Attached Under Separate Cover via _____ the following:
- Shop Drawings Prints Specifications Change Order Copy of Letter
- Submittals Plans Samples Other _____

Copies	Date	No.	Description
2	9/25/15	8	Application & Certificate for Payment No. 8

THESE ARE TRANSMITTED as checked below:

- For Approval No exception taken Resubmission not required
- For your use Make Corrections Noted Revise and resubmit
- For review and comment Rejected
- For Bids Due _____ Other _____ Sign and return 1 copies
- See attached Submittal Review for comments.

Remarks:

Attached is the 8th contractor's application for payment for ARC Roofing. Please retain one copy for the County's files and forward the copy to ARC Roofing with the payment.

Thank you!

Copies to: FILE Signed: _____



AIA Document G702™ - 1992

Application and Certificate for Payment

ARC Inv. # 15-1-001-8RET

TO OWNER: McLennan County
 Purchasing Office
 501 Washington Ave.
 Waco, TX 76701

PROJECT: Exterior Building Envelope Renovations
 to the Extraco Events Center
 4601 Bosque Blvd.
 Waco, TX

FROM: ARC Roofing LLC

CONTRACTOR: 300 S. 2nd Street
 Waco, TX 76701

VIA ARCHITECT:

APPLICATION NO: 008-FINAL
PERIOD TO: September 30, 2015
CONTRACT FOR: Roof System Replacement
CONTRACT DATE: February 09, 2015
PROJECT NOS: 2013-015.01 / 15-11-001 / 15-11-001

Distribution to:
 OWNER:
 ARCHITECT:
 CONTRACTOR:
 FIELD:
 Engineer: X

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 291,305.00
- 2. NET CHANGE BY CHANGE ORDERS \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 291,305.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 291,305.00
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 291,305.00 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 276,739.75 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE RETAINAGE \$ 14,565.25 (Line 6 from prior Certificate)
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR
By: Shirley Dwyer Date: September 25, 2015
State of: Texas

County of: McLennan
Subscribed and sworn to before me this 25th day of Sept., 2015
Meredith Kae Ferguson
Notary Public: Meredith Kae Ferguson
My Commission expires: July 25, 2018



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 14,565.25
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: [Signature] Date: 10/28/15
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certification for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 008-FINAL
 APPLICATION DATE: 09/25/2015
 PERIOD TO: 09/30/2015
 ARCHITECT'S PROJECT NO: 2013-015-01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)							
GC1	Insurance	8,904.60	8,904.60		0.00	0.00	8,904.60	100.00%	0.00	445.23
GC2	Mobilization, Bond, Permits	37,597.20	37,597.20		0.00	0.00	37,597.20	100.00%	0.00	1,879.86
GC3	Demobilization	2,968.20	2,968.20		0.00	0.00	2,968.20	100.00%	0.00	148.41
1.1	Removal & Replacement of Upper Gutters	48,247.00	48,247.00		0.00	0.00	48,247.00	100.00%	0.00	2,412.35
1.2	Removal & Replacement of Sidewall Flashing	52,315.00	52,315.00		0.00	0.00	52,315.00	100.00%	0.00	2,615.75
1.3	Removal & Replacement of Flashing at Glass Block	3,700.00	3,700.00		0.00	0.00	3,700.00	100.00%	0.00	185.00
1.4	Removal & Replacement of CMU Block	17,605.00	17,605.00		0.00	0.00	17,605.00	100.00%	0.00	880.25
1.5	Rain Skirts at Cupolas	2,255.00	2,255.00		0.00	0.00	2,255.00	100.00%	0.00	112.75
1.6	Sealants at Metal Panels & Stucco Clean & Seal All Stucco	8,713.00	8,713.00		0.00	0.00	8,713.00	100.00%	0.00	435.65
2.1	Seal Edges of Store Front at Cupolas	48,000.00	48,000.00		0.00	0.00	48,000.00	100.00%	0.00	2,400.00
2.2	Reseal Pipe/Louwer	3,000.00	3,000.00		0.00	0.00	3,000.00	100.00%	0.00	150.00
2.3		10,000.00	10,000.00		0.00	0.00	10,000.00	100.00%	0.00	500.00

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 User Notes: (1818948317)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	Penetrations							
	Stone Cap/Install							
2.4	Coping	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	400.00
230	Contingency Allowance of \$40,000 broken out as follows:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Item 1. CO Request #2 - Remove approx. 8" of mortar joint above (16) support post to allow for installation of metal hood.							
230a	Item 2. CO Request #3 - Remove an add'l 12" of stucco on front wall & haul away debris. Install a substrate to flush with existing stucco & install EIFs with control joint.	4,592.00	4,592.00	0.00	0.00	4,592.00	0.00	229.60
	Item 3. CO Request #4 - At North Wall remove exposed wet batt insulation & haul away debris. Install 3" ISO insulation Board to CMU wall.							
230b	Item 3. CO Request #4 - At North Wall remove exposed wet batt insulation & haul away debris. Install 3" ISO insulation Board to CMU wall.	3,724.00	3,724.00	0.00	0.00	3,724.00	0.00	186.20
	Item 4. CO Request #5 - At South Wall remove existing							
230c	Item 4. CO Request #5 - At South Wall remove existing	4,788.00	4,788.00	0.00	0.00	4,788.00	0.00	239.40
230d	Item 4. CO Request #5 - At South Wall remove existing	4,788.00	4,788.00	0.00	0.00	4,788.00	0.00	239.40

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User Notes:

(1818949317)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	exposed wet batt insulation & haul away debris. Install 3" ISO insulation Board to CMU wall.								
	Item 1, CO Request #6 - Change Gutter detail to add extra eave drip edge to allow to install gutter system under existing roof panels. Install sealant between drip edge & existing roof panels.	7,634.00	7,634.00	0.00	0.00	7,634.00	100.00%	0.00	381.70
230e	Item 1, CO Request #7 - Remove existing lower wall louvers, install flashing & foam closers, and reinstall existing louvers & resale.	9,660.00	9,660.00	0.00	0.00	9,660.00	100.00%	0.00	483.00
230f	Item 1, Contingency Allowance Expenditure Authorization No. 4 (Revised) - Additional Life Charges due to Weather Delays.	4,814.00	4,814.00	0.00	0.00	4,814.00	100.00%	0.00	240.70
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$291,305.00	\$291,305.00	\$0.00	\$0.00	\$291,305.00	100.00%	\$0.00	\$14,565.25

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User Notice: (1816949317)



WINTON
ENGINEERING
"Turning Ideas into Reality"

TBPE Firm No. F-282

**LETTER OF
TRANSMITTAL**

To: McLennan County
501 Washington Avenue
Waco, Texas 76701

Project: Extraco Exterior Building Envelope Renovations

Attention: Scott M. Felton

Project No: 2013-015.01

Re: Construction Documents

Date: December 17, 2015

WE ARE SENDING YOU: Attached Under Separate Cover via _____ the following:

Shop Drawings Prints Specifications Change Order Copy of Letter

Submittals Plans Samples Other _____

Copies	Date	No.	Description
3	8/5/15		Certificate of Substantial Completion
1	12/1/15		Contractor's Final Affidavit of Release of Debts and Claims
1	12/7/15		Consent of Surety Company to Final Payment
1			Supplier & Contractor List
1			PMP Weather XL™ Limited Warranty
1			PMP Customer Claims Form
1	12/13/15		Contractor's Guarantee
1	11/16/15		ARC Roofing Warranty Certificate
1			ARC Roofing Exhibit A
1	8/6/15		Substantial Completion Punchlist with attached Photos Report

THESE ARE TRANSMITTED as checked below:

- For Approval No exception taken Resubmission not required
- For your use Make Corrections Noted Revise and resubmit
- For review and comment Rejected
- For Bids Due _____ Other _____ Sign and return 2 copies
- See attached Submittal Review for comments.

Remarks:

Please sign ALL copies of the Certificate of Substantial Completion and return two (2) copies to Winton Engineering. All other closeout documents are for your record.

Thank you!

Copies to: FILE

Signed:



TBPE Firm No. F-282

WINTON

ENGINEERING

"Turning Ideas into Reality"

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	Exterior Building Envelope Renovations to the Extraco Events Center	Date of Issuance:	August 5, 2015
Eng. Project #:	2013-015.01	Contract Date:	January 13, 2015
Attachments:	8/5/15 Punch List	Contract For:	General Construction
Copies to:	File		

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Entire Project

The Work designated above has been reviewed by an authorized representative of OWNER, CONTRACTOR and ENGINEER and found to be substantially complete. Substantial Completion is defined as that point in time when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for its intended use. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as August 5, 2015, which is also the date of commencement of applicable warranties, required by the Contract Documents, except as stated below.

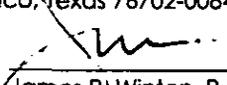
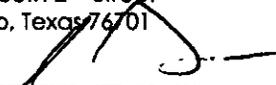
A tentative list of items to be completed or corrected is attached hereto. The list may not be all-inclusive, and the failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the Work on the attached list of items within **thirty (30)** days from the above Date of Substantial Completion.

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 8:00 AM on August 6, 2015.

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Owner shall assume responsibility for security, maintenance, heat, utilities, damage to the Work and insurance, except that contractor shall retain responsibility for these items as they are affected by his continuing operations in these areas as required to complete the remaining portions of the Work.

<p>ENGINEER:</p> <p>Winton Engineering, Inc. P. O. Box 20084 Waco, Texas 76702-0084</p> <p>By:  James R. Winton, P.E., President</p> <p>Date: <u>12/15/15</u></p>	<p>CONTRACTOR:</p> <p>ARC Roofing 300 South 2nd Street Waco, Texas 76701</p> <p>By:  Rick Branch, Controller</p> <p>Date: <u>12/15/15</u></p>	<p>OWNER:</p> <p>McLennan County 501 Washington Avenue Waco, Texas 76701</p> <p>By: _____ The Honorable Scott M. Felton, County Judge</p> <p>Date: _____</p>
--	---	--

Note: To be submitted with Final Pay Application.

CONTRACTOR'S FINAL AFFIDAVIT OF RELEASE OF DEBTS AND CLAIMS

STATE OF TEXAS
COUNTY OF McLENNAN

PROJECT: Exterior Building Envelope Renovations
to the Extraco Events Center
4601 Bosque Blvd.
Waco, Texas

WE PROJECT: 2013-015.01

CONTRACT DATE: 2/9/15

OWNER: McLennan County
501 Washington Avenue
Waco, Texas 76701

CONTRACT FOR: General Construction

The Contractor (undersigned) hereby certifies that for the above project, except as listed below, there are no amounts owed to subcontractors, material and equipment suppliers, and labor or services who have or may have claims against any property of the Owner arising in any manner out of the performance of contract for this project.

EXCEPTIONS: *List exceptions, if any. Include name and amount*

Builders Construction Services - \$ 9,727.44 (Retainage only)

Montgomery Construction - \$ 18,748.49 (Retainage Only)

Now, therefore, in consideration of the receipt by the Contractor of the final payment and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged:

1. the Contractor hereby waives and relinquishes any and all liens and claims of lien of any type, including mechanics and material man's liens (statutory or constitutional) kind or character which Contractor, or anyone claiming by, through or under Contractor, has or may ever have against the aforesaid property; and further,
2. Contractor also hereby remises, releases and forever discharges any and all claims, demands and causes of action whatsoever which the Contractor, or anyone claiming by, through or under Contractor, has, might have or could have against the OWNER or ENGINEER by reason of or arising out of performance of contract for this project.
3. Contractor certifies that each party who has furnished or supplied labor, supplies, equipment, material or services of any kind, type, or character in connection with the Project or the Contract as a subcontractor, mechanic, material man, or supplier Contractor has been paid in full all sums owing or to become owing such party all such labor, supplies, equipment, material and services. Contractor further agrees to indemnify and save McLennan County, Texas (Owner), its parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, successors, and assigns harmless of and from any and all loss, damages, suits, expenses (including attorney's fees), liens, claims, liabilities, demands, cost, and causes of action whatsoever which may have heretofore arisen or which may hereafter arise by reason of any liens of claims of any subcontractors, mechanics, material men, or suppliers in connection with (or alleged to be in connection) the Contract or the Project.
4. Contractor agrees to indemnify and save McLennan County, Texas (Owner), its parent, subsidiary, affiliated entities and their respective directors, officers, employees, agents, successors, and assigns harmless of and from any and all loss, damages, suits, expenses (including attorney's fees), liens, claims, liabilities, demands, cost, and causes of action whatsoever which may have heretofore arisen or which may hereafter arise by reason of any liens of claims of any party who has furnished or supplied (or claims to have furnished or supplied) labor, supplies, equipment, material, or services of any kind, type or character in connection with the Contract or the Project.

IN WITNESS WHEREOF, Contractor has duly executed this Contractor's Final Release and Waiver of Lien as of the 1st day of December, 2015.

ARC Roofing, LLC
(Company Name)

Ginny Dreyer
(Name)

By:

Ginny Dreyer
(Signature)

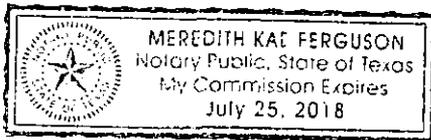
Corp. Office Manager
(Title)

12/1/15
(Date)

STATE OF TEXAS)
COUNTY OF MCLENNAN)

Before me, Meredith Kae Ferguson, a Notary Public in and for said State, on this day personally appeared Ginny Dreyer, known to me (or proved on the basis of satisfactory evidence) to be, the person executing the foregoing instrument as Corp. Office Manager of ARC Roofing, LLC, an LLC a corporation, and acknowledged to me that such corporation has executed foregoing instrument pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and seal of office this 1st day of December, 2015, 2014.



(SEAL)

Meredith Kae Ferguson
Notary Public Signature

Meredith Kae Ferguson
Notary Public Printed or Typed Name

My Commission Expires: 07/25/2018

Note: To be submitted with the Final Pay Application.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: Exterior Building Envelope Renovations
to the Extraco Events Center
4601 Bosque Blvd.
Waco, Texas

WE PROJECT: 2013-015.01

CONTRACT DATE: January 13, 2015

OWNER: McLennan County
501 Washington Avenue
Waco, Texas 76701

CONTRACT FOR: General Construction

BOND NO: S001-0330

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above,
the
(here insert name and address of Surety Company)

Darwin National Assurance Company - 1690 New Britain Avenue, Suite 101, Farmington, CT 06032
_____, SURETY COMPANY.

on bond of (here insert name and address of Contractor)

ARC Roofing - 300 S. 2nd Street, Waco, Texas 76701
_____, CONTRACTOR.

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety Company of any of its obligations to

McLennan County - 501 Washington Ave, Waco, Texas 76701
_____, OWNER.

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 7th day of December 2015

Darwin National Assurance Company
Surety Company

Darrell Blaine Allen
Signature of Authorized Representative

Darrell Blaine Allen, Attorney-in-Fact
Title

Attest: Candice Allen
(Seal): Candice Allen



DARWIN NATIONAL ASSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: June 10, 2015

No: 27949-D1431

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

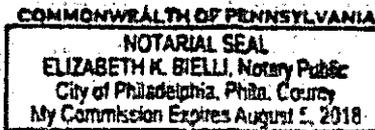
Darwin National Assurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s):	<u>Brady K. Cox</u>	<u>Darrell Blaine Allen</u>
	<u>Brock Baldwin</u>	<u>Brent Baldwin</u>
FIRM:	<u>Baldwin-Cox Agency 5930 Preston View Boulevard #200 Dallas, TX 75240</u>	

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, DARWIN NATIONAL ASSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 10th day of June, 2015



[Signature]
Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 10th day of June, 2015, before me came the above-named officer of DARWIN NATIONAL ASSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]
Notary
My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the DARWIN NATIONAL ASSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the DARWIN NATIONAL ASSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 7th day of December, 2015.

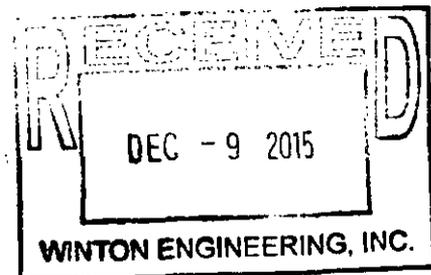
[Signature]
Timothy J. Curry, Secretary



300 S. 2nd Street, Waco, Texas 76701
800-495-4ARC Toll Free
254-755-6700 Phone
254-755-6770 Fax
www.arc-roof.com

Extraco Event Center
Supplier & Contractor List

* Premier Metals	5427 N Hwy 6 Waco , Texas 76712	245-848-8142
* Richard Equipment	2200 Franklin Ave. Waco , Texas 76701	254-754-2351
* Home Depot	5605 W. Waco Dr. Waco , Texas 76710	254-772-8177
* Foxworth	1001 Tx. Loop 340 Waco , Texas 76712	254-776-3500
* Westend	6801 Imperial Dr. Waco , Texas 76712	254-741-1010
* Metal Mart	1518 IH 35 Waco , Texas 76705	254-412-0335
* City of Waco	401 Franklin Ave. Waco , Texas 76701	254-750-6620
* Baldwin Cox	5930 Preston View Blvd. Dallas , Texas 75240	972-644-2688
* Montgomery Construction	275 LCR 794 Groesbeck , Texas 76642	254-722-0833
* Builders Construction Services	406 B Tradesmen Park Dr. Hutto , Texas 78634	512-825-0818





WEATHER XL™ LIMITED WARRANTY

PMP is pleased to present you with our (40) year Weather XL™ Siliconized Polyester Limited Warranty

1. This Warranty applies if any of the following Warranty Conditions occur:
 - A. Within 40 years from date of application of the paint. Weather XL exhibits cracking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. *Minute fracturing which may occur in proper fabrication of the building parts is not a covered Warranty Condition. Failure due to substrate corrosion is not a Warranty Condition.*
 - B. Within 30 years from date of installation of the panels. Weather XL:
 - i. Chalks in excess of ASTM D-4214 method A D659 number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels when properly maintained as described herein, and
 - ii. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk. And the corresponding values measured on the original or unexposed painted surface. Color changes may not uniform on surfaces that are not equally exposed to the sun and elements and PMP does not warrant that color changes will be uniform.
2. If a Warranty condition occurs and the other requirements of this Warranty are met, PMP will supply you with the following Warranty benefits:

PMP will pay for labor and material reasonably necessary to repaint, repair or replace at our option, the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other warranty to the building owner, whichever is less, even if our limited warranty fails of its essential purpose. This Warranty will continue to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part.
3. PMP cannot control the circumstances of application. Therefore this Limited Warranty applies only when Weather XL coil coatings are applied (according to the application instructions in Valspar's then current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel -G90/G60 or Galvalume) that is fabricated into commercial or industrial building parts. Valspar does not warrant the use of Weather XL coil coatings with non-Valspar coating. Warranty Benefits are available only for all-Valspar coating systems.
4. To receive Warranty Benefits for a Warranty Condition, you must:
 - a) Send written notice of the Warranty Condition within thirty days of the appearance of any detectable defect to your PMP representative.
 - b) Provide access to the affected panels and job site.
 - c) Assist us as necessary in determining the exact cause of failure.
 - d) Provide such documentation as we shall request to confirm the Warranty Condition. Including records sufficient to identify the coil numbers and PMP invoice numbers.



5. PMP is not responsible and provides no Warranty Benefits for any damage or condition resulting from circumstances beyond our control, including any of the following:
 - a). Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond PMP's control.
 - b). Harmful fumes or foreign substances in the atmosphere or salt spray.
 - c). Improper treatment or defects in the substrate metal or in its fabrication or embossing. Any corrosion or loss of adhesion as a result of the embossing process.
 - d). Significant differences in insulation below the coated metal panels.
 - e). Weather XL which has been damaged due to moisture entrapment in coils and / or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating.
 - f). Failures or damages resulting from corrosion at cut / bare edges or failure of the metal substrate.
 - g). Development of any other condition between the coating and the substrate which cause the coating to degrade or delaminate including any failure or deficiency in the cleaning process or pretreatment.
 - h). Weather XL has been stored / installed in such a way that allows contact with animals or animal waste
 - i). Mishandling of Weather XL or of any substrate coated with it including abuse, alteration, modification, improper use or storage.
 - j). Where materials / items such as snow guards and solar panels are attached / adhered to the product.
6. No Warranty is provided for Weather XL on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from the salt-water environment.
7. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with Weather XL is originally installed.
8. This is our only warranty concerning Weather XL Siliconized Polyester coil coatings. Except for this Warranty, PMP MAKES NO WARRANTIES EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. PMP WILL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. PMP has no other liability with respect to Weather X Siliconized Polyesters coil coatings, whether based on warranty, negligence or any legal theory.
9. This is our complete warranty. It lists all of PMP's obligations regarding Weather X Siliconized Polyester coil coatings purchased. It is only for customer benefits and it may not be assigned to any other person or entity. PMP makes no warranty to your customers and is not responsible for any warranty you choose to provide to your customers concerning the performance of Weather X Siliconized Polyester coil coatings. PMP may change or discontinue this warranty by providing you with 30 days advanced written notice. Any changes will apply only to Weather XL Siliconized Polyester coil coatings sold to you after the notice period expires. This warranty shall be governed by Texas law, but not its conflict of law rules.



CUSTOMER CLAIMS FORM

Port Metal Processing & Painted Metal Products
1025 Lockwood Drive
Houston, Texas 77020

DATE:

CUSTOMER:

CUSTOMER PO #:

INVOICE #:

PRODUCT:

COLOR:

DEFECT:

SHIP DATE:

TAG #:

MILL COIL #:

WEIGHT RECEIVED:

PRICE PER POUND:

COIL WEIGHT RETURNED:

FORMED WEIGHT RETURNED:

AMOUNT OF CREDIT
REQUESTED:

NOTE:

ALL MATERIAL IS SUBJECT TO WEIGHT RETURNED.

CUSTOMER NOTES:

BCS inc / ARC Roofing / Extraco Cont
4601 BOSQUE BLVD

20629

26 GAUGE X 41 9/16 X 120 A250 GRADE 50

FERN GREEN / LIGHT STONE

2/23/15 / 11

3000686122 / 3000744834

764163 / 764161

Note: This form shall be submitted in triplicate with request for Final Payment.

CONTRACTOR'S GUARANTEE

PROJECT: Exterior Building Envelope Renovations
to the Extraco Events Center
4601 Bosque Blvd.
Waco, Texas

WE PROJECT: 2013-015.01

CONTRACT DATE: 12/13/2015

OWNER: McLennan County
501 Washington Avenue
Waco, Texas 76701

CONTRACT FOR: General Construction

1. The undersigned Contractor for all work on the above project, hereby guarantees all the workmanship and materials installed by him (them) or his (their) subcontractors to be of the quality complying with all specific requirements of the Specifications and other Contract Documents governing the work under the Contract for the above building and insures the Owner against defects of material and workmanship for a period of two (2) years after acceptance by the Owner.
 2. It is agreed that, if, after due inspection, the Owner, as provided in said Contract Documents, shall decide that by reason of the guarantee, the replacement or repair of any work is necessary, such defective work will be repaired or removed and new work replaced meeting all the requirements of the Contract Documents, same being done promptly and without expense to the Owner, including all costs for replacing or repairing other work damaged by the removal and replacement of the work covered by this Guarantee.
 3. Damage due to vandalism or misuse will not be covered by this guarantee.
 4. **EXTENDED WARRANTIES:** *(Insert any extended warranties required by the Contract Documents)*
-
-

CONTRACTOR: ARC Roofing

ADDRESS: 300 S. 2nd
Waco, Texas 76701

BY: James Lassetter
Commercial Sales Manager
TITLE

The Owner hereby certifies that the date of final acceptance of this project by the Owner on the above Contract was: 8/6/2015.



ARC Roofing Systems LLC
 300 South 2nd Street
 Waco, Texas 76701
 254-755-6700 (Office)
 254-755-6770 (Fax)

Project Number:
 15-11-001
 Warranty Start Date:
 8/6/2015

WARRANTY CERTIFICATE

Project Name:	Extraco Event Center # 2013-015-01	Warranty Start Date:	8/6/2015
Address:	4601 Bosque Blvd.	Property Owner:	McLennan County
City:	Waco	Address:	501 Washington Ave.
State:	Texas	City:	Waco
Zip Code:	76710	State:	Texas
Phone:	254-776-1660	Zip Code:	76701
Contact Name:	J D Ewing	Phone:	254-757-5049

Roof System - Manufacture Information

Roof MFG:		Roof Type:		Attachment:	Extraco Exhibit A
Mil:	Color:	Coverboard:	Insulation 1	Insulation 2	
Tapered:	Deck:	Drains:	Scuppers:	Walkpads:	

Roof Workmanship Warranty

(A) ARC Roofing Systems, LLC will warrant against defects in workmanship for the installation of the roofing system as follows: Commencing upon completion date for a period of **2** years
 For the repair of the roofing system and accessories

ARC ROOFING - WORKMANSHIP WARRANTY EXCLUDES THE FOLLOWING

- | | | |
|-----|-----------------------------------|---|
| (B) | Storm Damage (Wind, Hail, Flood) | Snow / Sleet / Tornado |
| | Intentional Damage By Others | Accidental Damage By Other Trades |
| | Lack Of Roof Maintenance By Owner | Improper Drainage From Mechanical Units |
| | Chemical Spills | Clogged Drains / Scuppers |
| | Structural Damage | Deck Failure |
| | Construction Design Failure | Building Movement |
| | Non-Original Roof Modifications | Penetrations Done By Others |
| | Roof Modifications By Others | Debris / Items stored on roof by owner |

Warranty Period

If contract amount including any and all change orders are not paid in full, Warranty will become null and void

Warranty Start Date: **8/6/2015** Duration: **2** Years Expires: **8/5/2017**

Property Owner Signature: <i>James Lassetter</i>	Property Owner Name (Print) James Lassetter	Date Of Signature: 11/16/2015
ARC Roofing Signature:	ARC Roofing Name (Print)	Date Of Signature:



300 S. 2nd Street, Waco, Texas 76701
800-495-4ARC Toll Free
254-755-6700 Phone
254-755-6770 Fax
www.arc-roof.com

Extraco Exhibit A

Warranty items

1100 L/FT Gutter
1100 L/FT Gutter Flashing
150 L/FT Glass Block Flashing
360 L/FT CMU Flashing
250 L/FT Effis Flashing
250 L/FT Corner Flashing
90 L/FT Coping Cap
Plaster repair work per plans & specs.
CMU work per plans & specs.



WINTON
ENGINEERING
"Turning Ideas into Reality"

FBPE Firm No. F-282

**SUBSTANTIAL
COMPLETION PUNCH LIST**

Project:	Exterior Building Envelope Renovations to the Extraco Events Center	Date of Issuance:	August 6, 2015
		Eng. Project #:	2013-015.01
To:	ARC Roofing 300 South 2nd Street Waco, Texas 76701		
Attendees:	Jim Winton, Winton Engineering Mike Anderson, ARC Roofing James Lasseter, ARC Roofing Steve Hendrick, McLennan County Ken Bass, McLennan County Dustin Chapman, McLennan County J.D. Ewing, Extraco Events Center Wes Allison, Extraco Events Center		
Attachments:	Photos		
Copies to:	File		

On **Wednesday, August 5, 2015** a review of the Exterior Building Envelope Renovations at the Extraco Events Center located at 4601 Bosque Blvd. in Waco, Texas was made to determine suitability for intended use by Owner (i.e. - Substantial Completion).

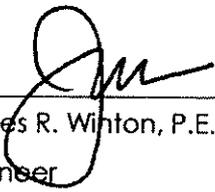
Winton Engineering, Inc. considers the work to be substantially complete as of date indicated on the Certificate of Substantial Completion. The following items remain to be completed within thirty (30) days prior to final payment.

Item #	Description
1	Remove scaffolding on the north side of the building. Inspect all roofing in the area and repair any damage from the use of the scaffolding.
2	Clean CMU above the canopies on the Northeast and Northwest entries where block was removed and replaced. (Picture 2.)
3	Review all downspouts and reattach any loose support straps. (Picture 3.)
4	Inspect all metal siding behind batten strips and replace missing screws. (Picture 4.)
5	Inspect the bottom edge of all metal siding and install additional screws to supports where possible. Do not screw through flashing materials. Pay particular attention to areas below the wall louvers. (Picture 5.)
6	Police the entire lower roof surface and remove all screws, rivets, and similar materials. (Picture 6.)
7	Repair hole in lower roof membrane on northwest side of the building. (Picture 7.)

Item #	Description
8	Ensure that all cracks in stucco were retreated with Foxfire P-1007 material.
9	Where hole for pop-rivets from gutter strap to gutter extended through the interior gutter, clean all sealant and solder hole shut. (Picture 8.)
10	Inspect flashing at the ends of all glass block windows and reseal as required. (Picture 9.)
11	Address damage to downspout at the front southwest corner of the building. Straighten if possible, or replace entire downspout to ensure continuous color match if required. (Picture 10.)
12	Electrical box on the south side of the building is loose and needs to be reattached properly. (By McLennan County. ARC to ensure re-installation is properly sealed.)

Contractual Requirements to be Completed Prior to Final Payment:

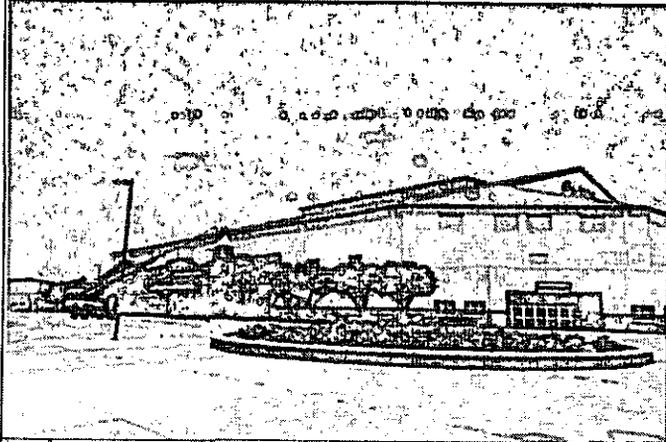
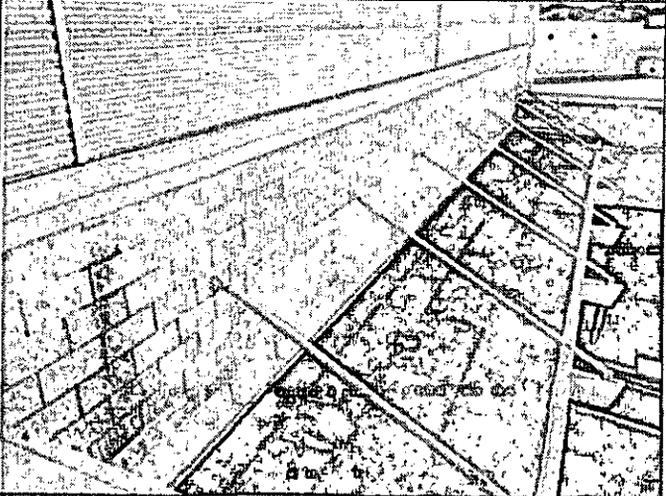
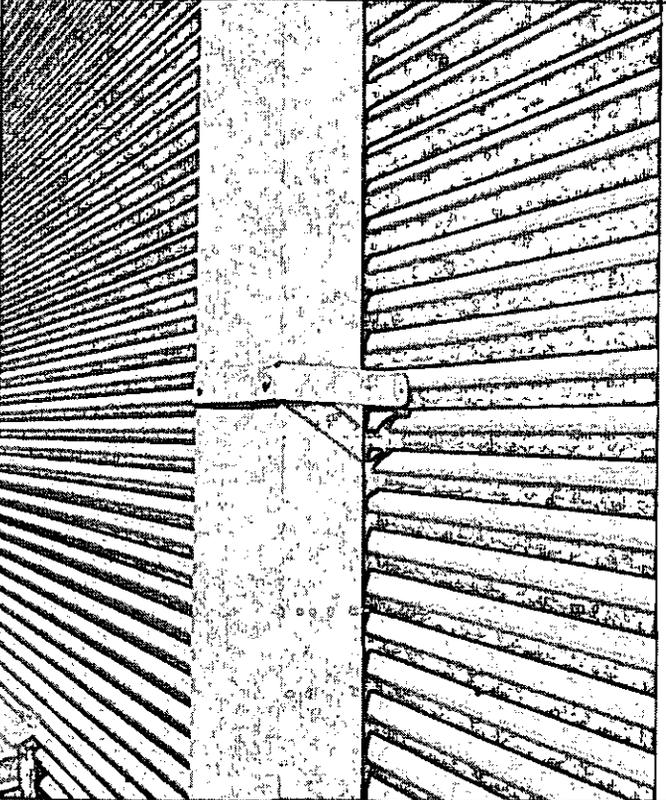
1. Submit project record documents.
2. Submit all maintenance and operating instructions, schedules, guarantees and certificates of inspection.
3. Submit all warranties required by specifications.
4. Submit schedule of final finish selections with supplier, manufacturer, and identifying information for each selection.

<p>Issued By:</p>  <p>James R. Winton, P.E. Engineer</p>	<p style="text-align: center;">It is understood that the above list, is not intended to be all inclusive and that failure of any items to appear on the list does not relieve Contractor of his obligation to perform and complete the work in accordance with the Contract Documents.</p> <p style="text-align: right;">8/6/15 Date</p>
---	---

Mike Anderson

Digitally signed by Mike Anderson
 DN: cn=Mike Anderson, o, ou,
 email=drawit3d@yahoo.com, c=US
 Date: 2015.11.17 09:02:44 -06'00'



	<p>Photo: 1</p> <p>Details:</p>	<p>Substantial Completion observation 8/5/15.</p>
	<p>Photo: 2</p> <p>Details:</p>	<p>Clean all CMU above canopies where block was removed and replaced.</p>
	<p>Photo: 3 Part 1</p> <p>Details:</p>	<p>Inspect all downspouts and install and install any attachments.</p>

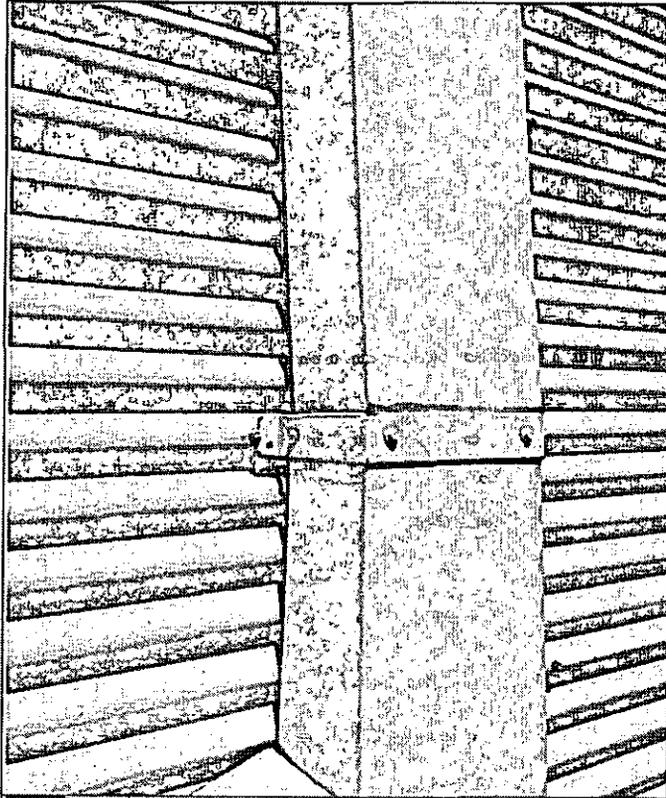


Photo: 3
Part 2

Details: Inspect all downspouts and install and install any attachments.

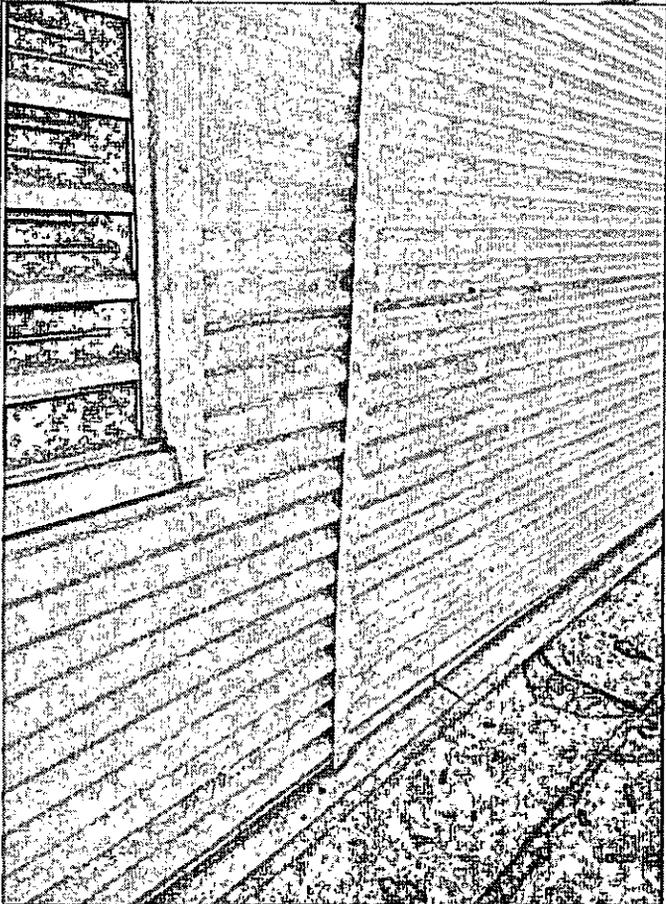


Photo: 4

Details: Inspect siding behind all battens and install missing screws.

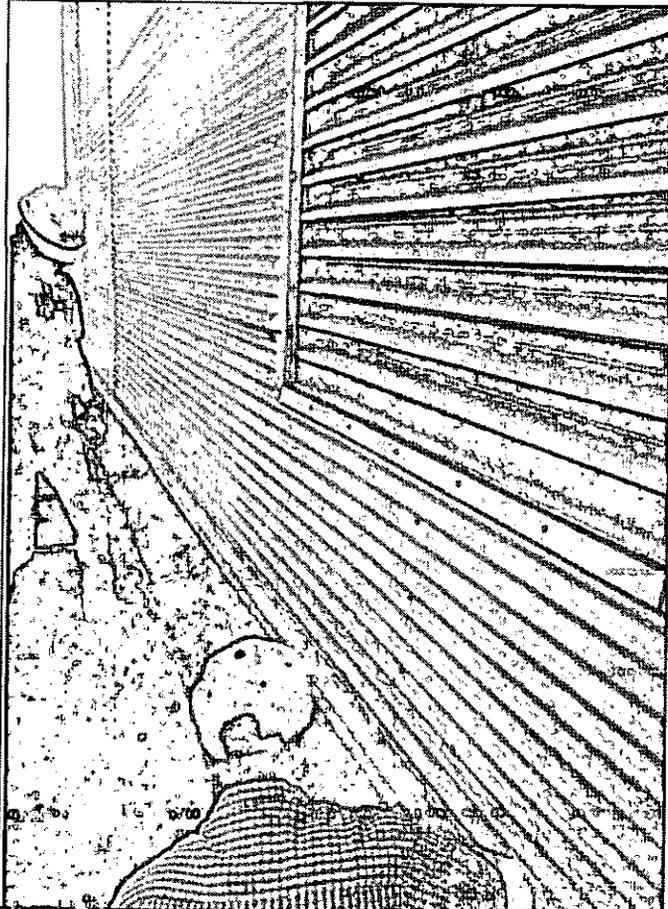


Photo: 5

Details: Inspect bottom edge of metal siding and install additional screws.

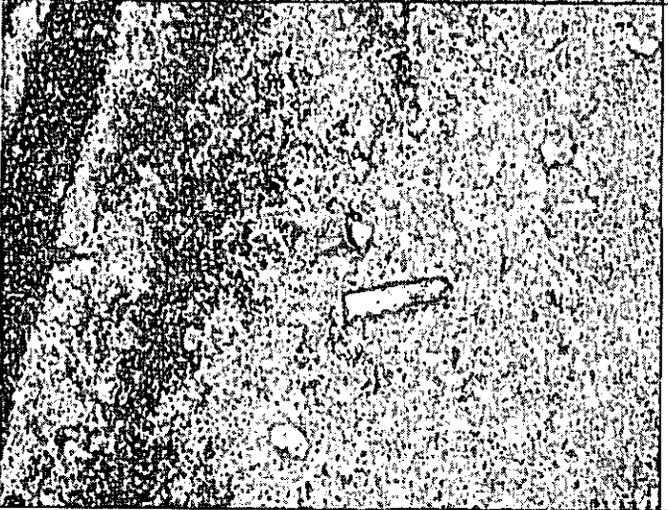


Photo: 6

Details: Remove all loose screws pop-rivets from lower roof surfaces.



Photo: 7

Details: Repair damage to lower roof at northwest corner of building.

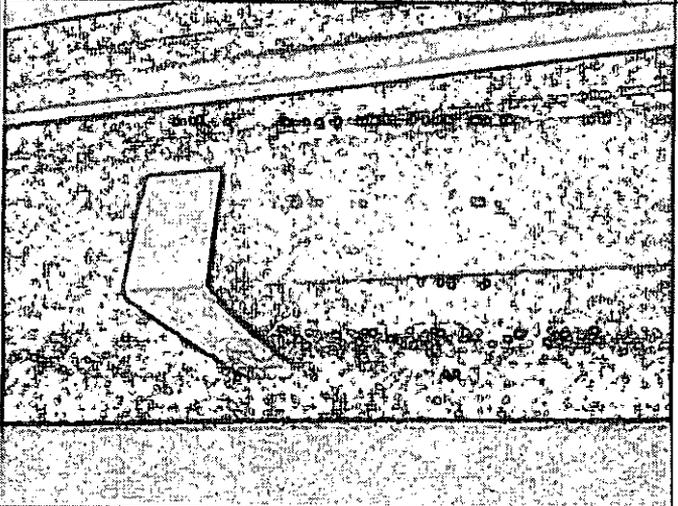


Photo: 8

Details: Rivet in upper gutter (from outside).

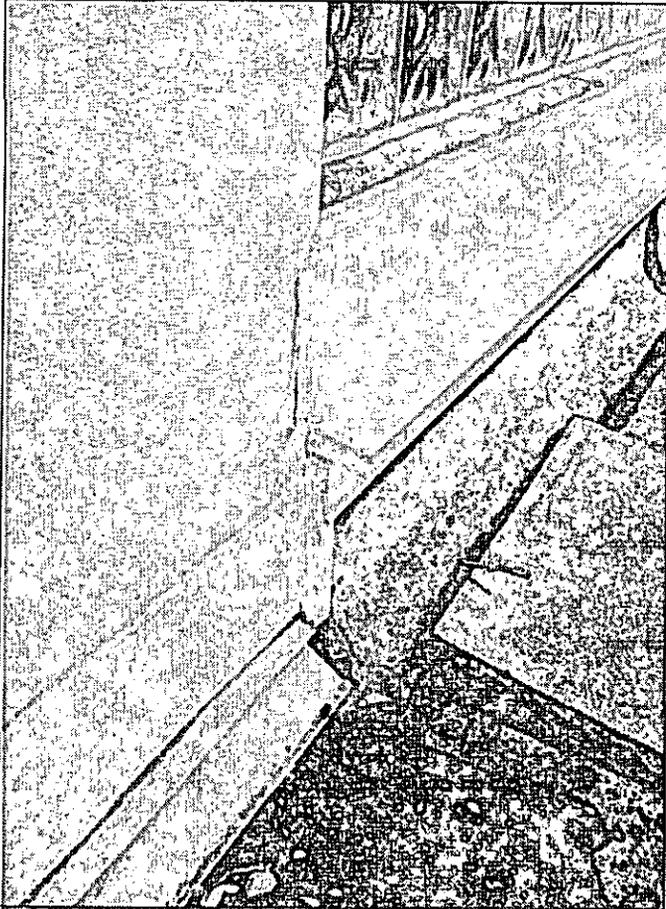


Photo: 9

Details: Inspect and reseal all ends of flashing at glass block areas.

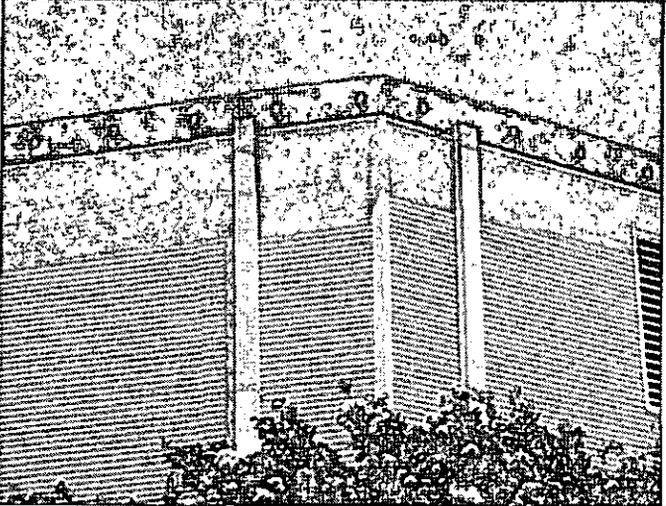


Photo: 10

Details: Address damage to downspout at front southwest corner of building.

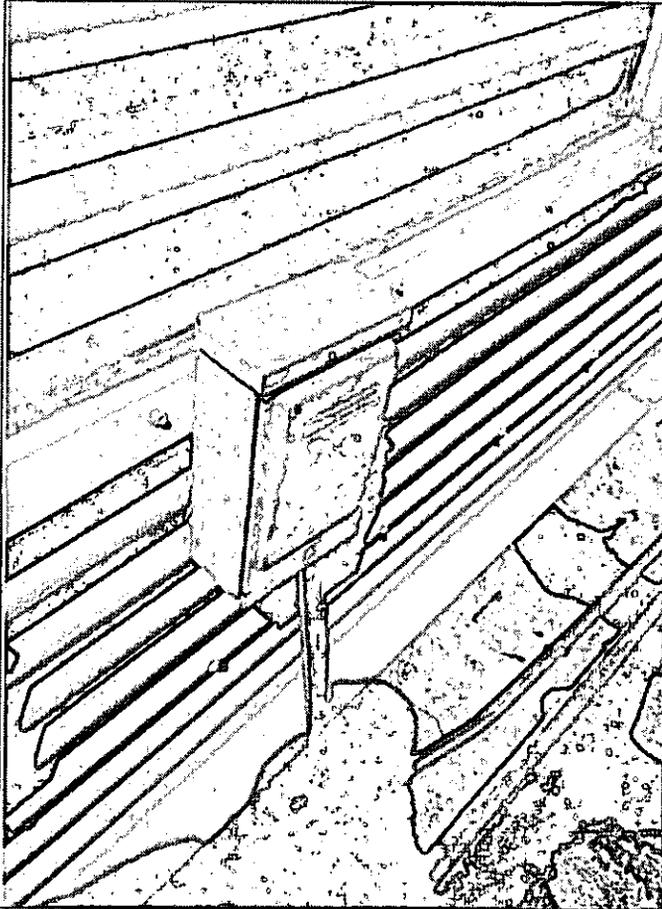


Photo: 11

Details: Electrical box on south wall needs to be resecured. (By McLennan County.)



WINTON

ENGINEERING

"Turning Ideas into Reality"

TBPE Firm F-282

January 25, 2016

McLennan County
County Records Building, Suite 130
Waco, Texas 76703-0648
Attn: Mr. Steven Hendrick, P.E.

RE: Exterior Building Envelope Renovations
Stucco Spotting
WE Project No. 2013-015.01

Dear Mr. Hendrick:

In reference to the "dark spots" on the stucco which were observed by Commissioner Snell, I met with Mike Anderson of ARC Roofing at the site several times over the last few weeks. Our last meeting was held on Friday, January 22, 2016. The purpose of the meeting was to obtain an opinion regarding the dark spots from the manufacturer of the waterproofing materials, George Kubala of Foxfire Enterprises. Both Ken Bass and Dustin Chapman of McLennan County were also present.

George's opinion at this time is that areas of the stucco need additional coats of the specified sealer and waterproofing materials. According to George regardless of the source of the water, whether from the exterior or interior side of the stucco, the specified products should prevent the formation of the spotting on the exterior surface as observed by Commissioner Snell.

The current plan is to have ARC Roofing perform additional water testing later this week, with both myself and George Kubala present. Water will be applied by hose from the exterior side of the stucco to see if any of the dark spot patterns can be reproduced. If so, then we feel the spots are likely the result of an exterior water source, and additional sealer and water proofing materials will be applied.

If the spots on the stucco cannot be replicated from the exterior application of water, then there may be an interior source. I do not believe rain from the top surface of the high roof is still getting behind the gutter. One possibility is that the upper metal roof or flashing is leaking and allowing water to run down to the exterior wall on top of the old spray foam roof. During our initial investigation this possibility was discussed but not considered a high probability since there were no reports or signs of leaks in the main event area, and no evidence of water leaks were found on the inside face of exterior walls. Further investigation will be made if required.

I believe ARC has completed the scope of work included in the original project. Re-application of the waterproofing materials would in my opinion fall under warranty work, and ARC has agreed to proceed on this basis. They will also address any potential gutter leaks due to water from the upper surface of the high roof. Potential leaks in the upper roof however were not addressed in the original scope of work.

Please feel free to call if you have additional comments or questions.

Sincerely,

WINTON ENGINEERING, INC.

TBPE Firm No. F-282

A handwritten signature in black ink, appearing to read 'Jim Winton', with a large, stylized initial 'J'.

Jim Winton, PE
President

Cc: File 02
Mike Anderson, ARC Roofing
Dustin Chapman, McLennan County

Y:\Jobsites\2013-015_Extrao-Water\2013-015.01\02_Correspondence\Owner_Client\2013-015.01 - StuccoLetter.mxd



300 South 2nd * Waco, Texas 76701 * 254-755-6700

To: Dustin Chapman – McLennan County
Re: Extraco Event Center Retainage
Date: 01/25/2016

ARC Contract: 15-11-001

Good Morning,

This letter is to follow up with our meeting on Friday 01/22/2016 at the Extraco Event Center project site. Attendee's were, Jim Winton, Ken Bass, Dustin Chapman, the Foxfire Manufacture and Mike Anderson. It has been determined that ARC Roofing's scope of work per the original contract has been completed and that the issue of "Dark Stucco" will be addressed as a warranty item.

Scheduled water testing will take place on Wednesday 01/27/2016 between 8:00 AM – 10:00 AM by the installing contractor. The test will be monitored by Jim Winton and Mike Anderson. During the water testing access will be required to an exterior hose bib along with a bib key. The sub-contractor will supply all required water hoses and ladders for access. In this study, water will be sprayed on the stucco section of the building only. "Wet Spots" if any will be marked and additional coatings will be applied to those areas in accordance with the Manufacture's specifications.

Since all parties are in agreement on the findings, ARC Roofing request that the final retainage check be released and available for pick up upon concurrence of this letter.

ARC Roofing will be available Tuesday 02/02/2016 at the next Commissioners Court if needed. Please let me know if there is anything more we can do or if there are any questions per this correspondence.

Thank you,

Mike Anderson
Operations Manager
ARC Roofing LLC,

04/06/2015

SUBSTITUTION REQUEST FORM

DATE OF REQUEST: XX/XX/XXXX

WE PROJECT NO: 2013-015.01

PROJECT: Exterior Building Envelope Renovations to the Extraco Event Center
4601 Bosque Blvd.
Waco, Texas 76710
Attn: Steve Hendrick

We submit for your consideration the following product as a Substitution for the specified product:

Section No.	Paragraph	Specified Product
<u>ALL</u>		<u>GUTTER LINERS 18 GA GALV.</u>

Proposed Substitution: REMOVE ROOF TAB FROM BACK OF GUTTER LINER
AT EVE LINE, ADD ADDITIONAL PREFINISHED 24 GA DRIP EDGE TO
SET IN GUTTER LINER.

Product Data:

Attach complete technical data for the proposed Substitution. Include information on changes to Contract Documents which proposed Substitution will require for its proper installation.

Samples:

Attached Will be furnished upon request - PROVIDED MOCK UP TO JIM WINTON.

Does the Substitution affect dimensions shown on drawings?

No Yes (explain) _____

Effects of proposed Substitution on other Work:

REQUIRES MORE MATERIAL AROUND PERIMETER OF BUILDING.
REDUCES LABOR TO INSTALL LINER.

Differences between proposed Substitution and specified Product:

WILL PROVIDE BETTER DRAINAGE FROM ROOF
PREVENTS WICKING INTO EVE.

Manufacturer's warranties of the proposed Substitution and specified Products are:

Same Different (explain) _____

Maintenance service and spare parts are available for proposed Substitution from:

N/A

Previous installations where proposed Substitution may be seen:

Project: N/A

Project: N/A

Owner: _____

Owner: _____

Engineer: _____

Engineer: _____

Date Installed: _____

Date Installed: _____

Cost savings to be realized by Owner, if proposed Substitution is accepted:

COST ARE BEING CALCULATED & WILL BE SUBMITTED

Change to Contract Time, if proposed Substitution is accepted:

No Change Add 12 days Deduct days

Submittal constitutes a representation that Contractor has read and agrees to the provisions of Section 01600.

Submitted By Contractor:

James Lanette
Signature
ARC Roofing
Firm

For Use by Engineer:

Based on the information supplied by the Contractor, the Engineer has reviewed the proposed Substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

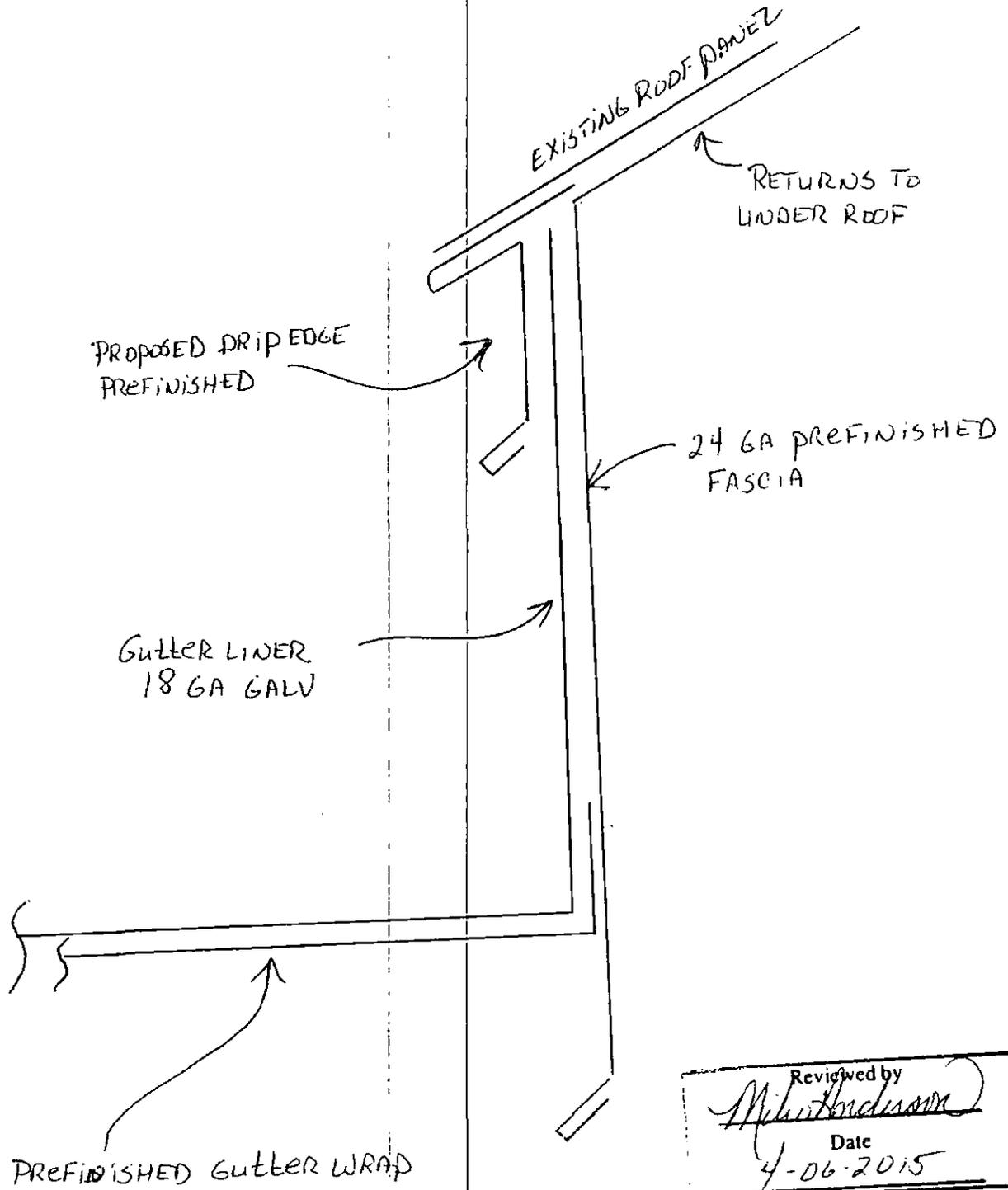
Accepted Accepted as Noted Rejected

Submit Additional Information: _____

By: _____

Date: _____

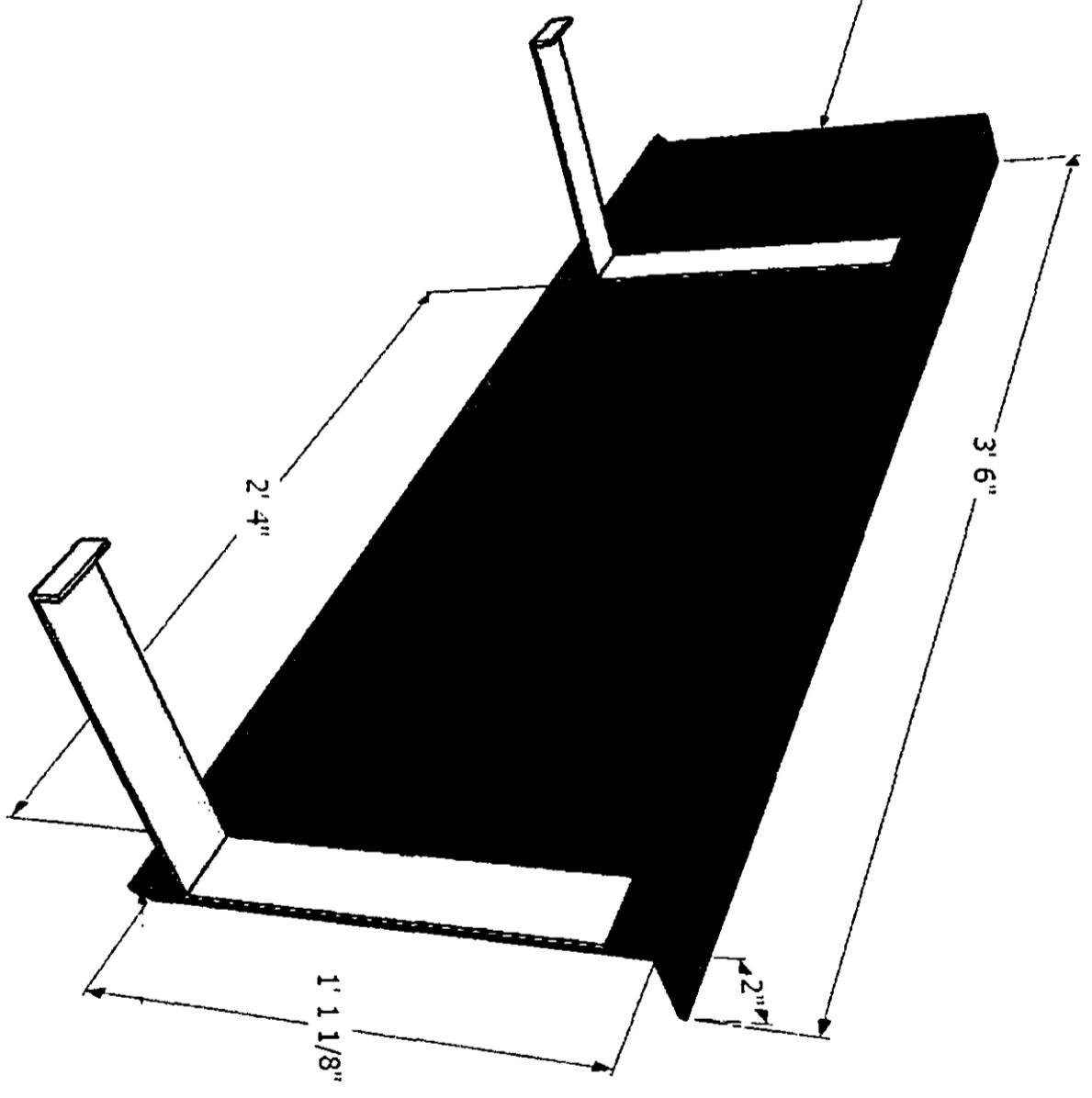
EXTRACD EVENT CENTER
ARC ROOFING.
RFC



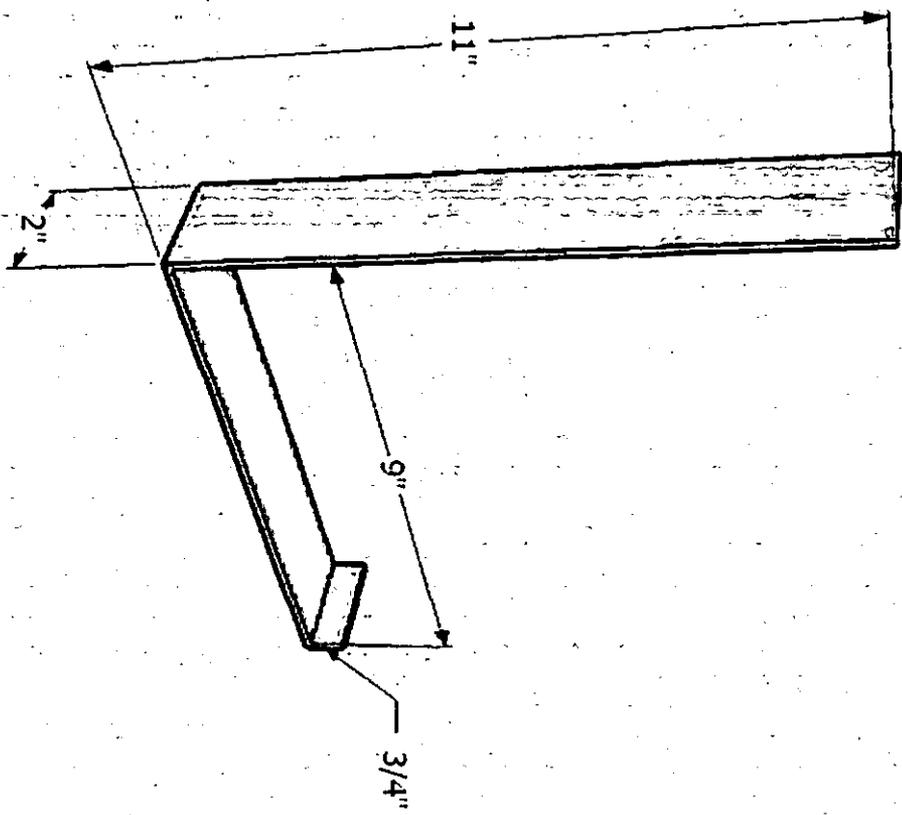
Reviewed by
Mitch Anderson
Date
4-06-2015

7

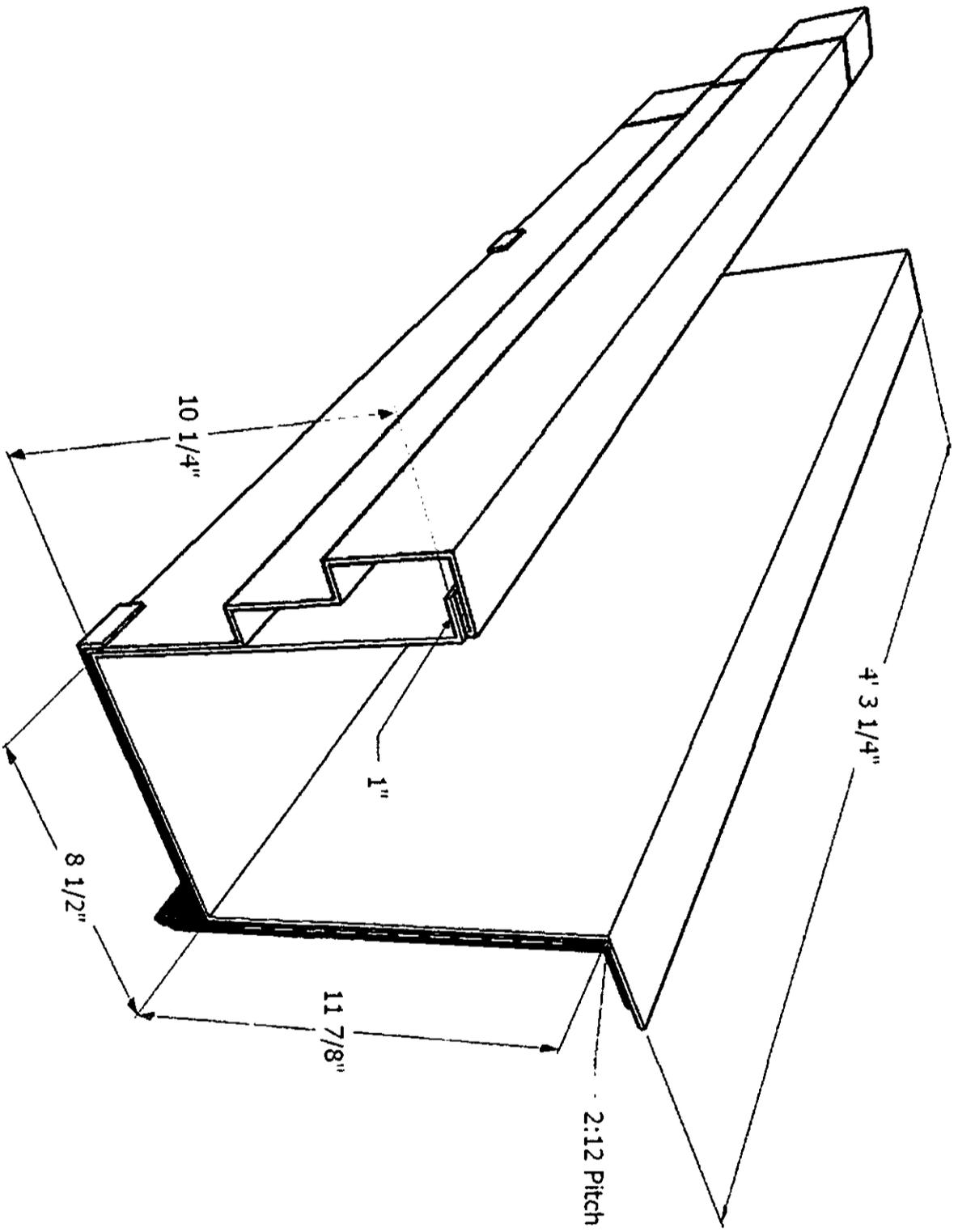
24 Gauge
Green Prefinished
Fascia with
2:12 Pitch Roof Flange



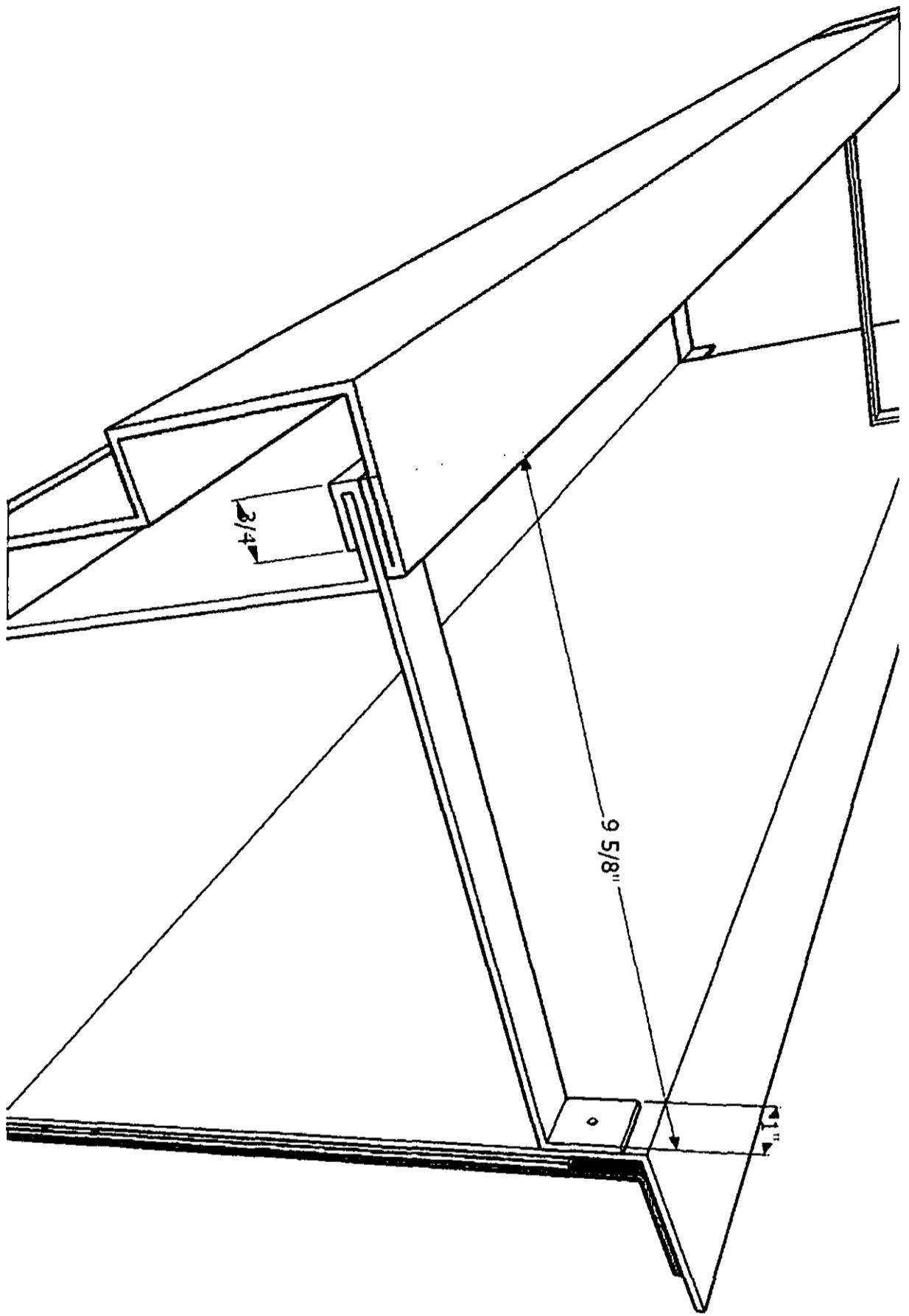
- ~ 9/16"



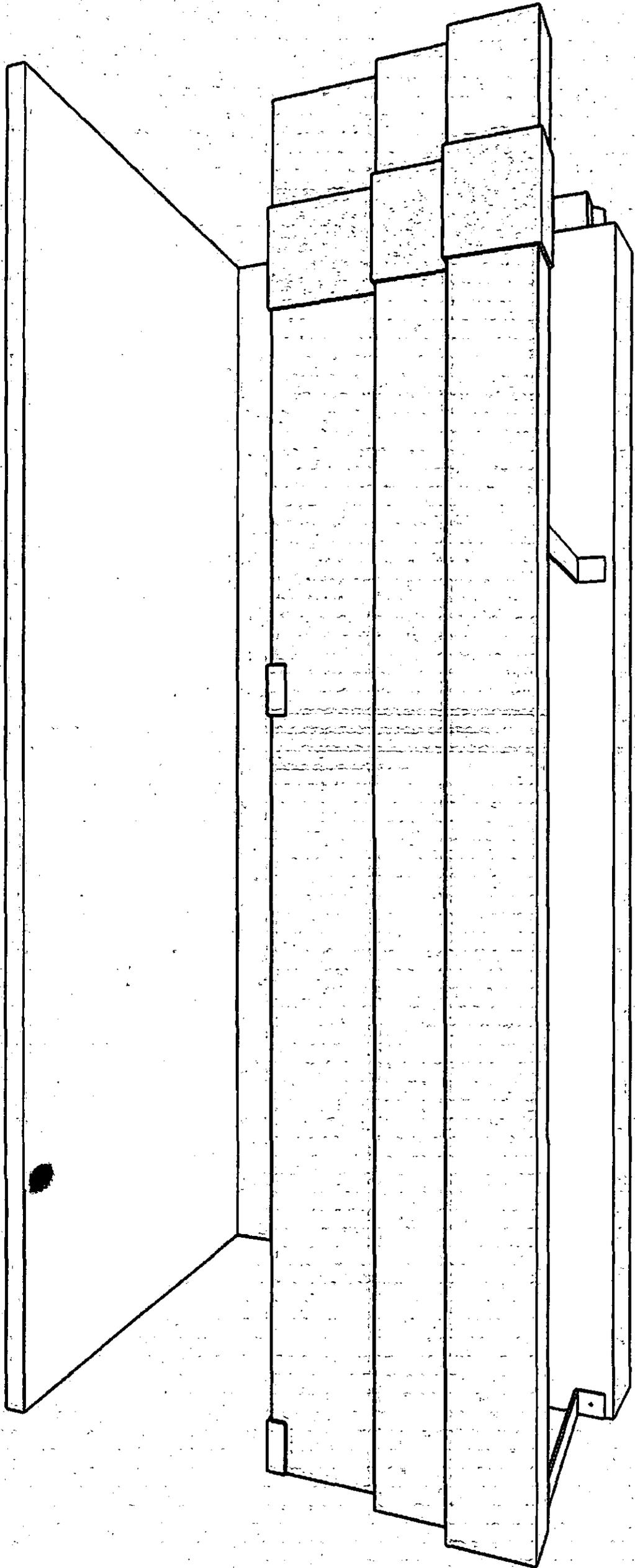
18 Gauge Galvanized
Gutter Brackets

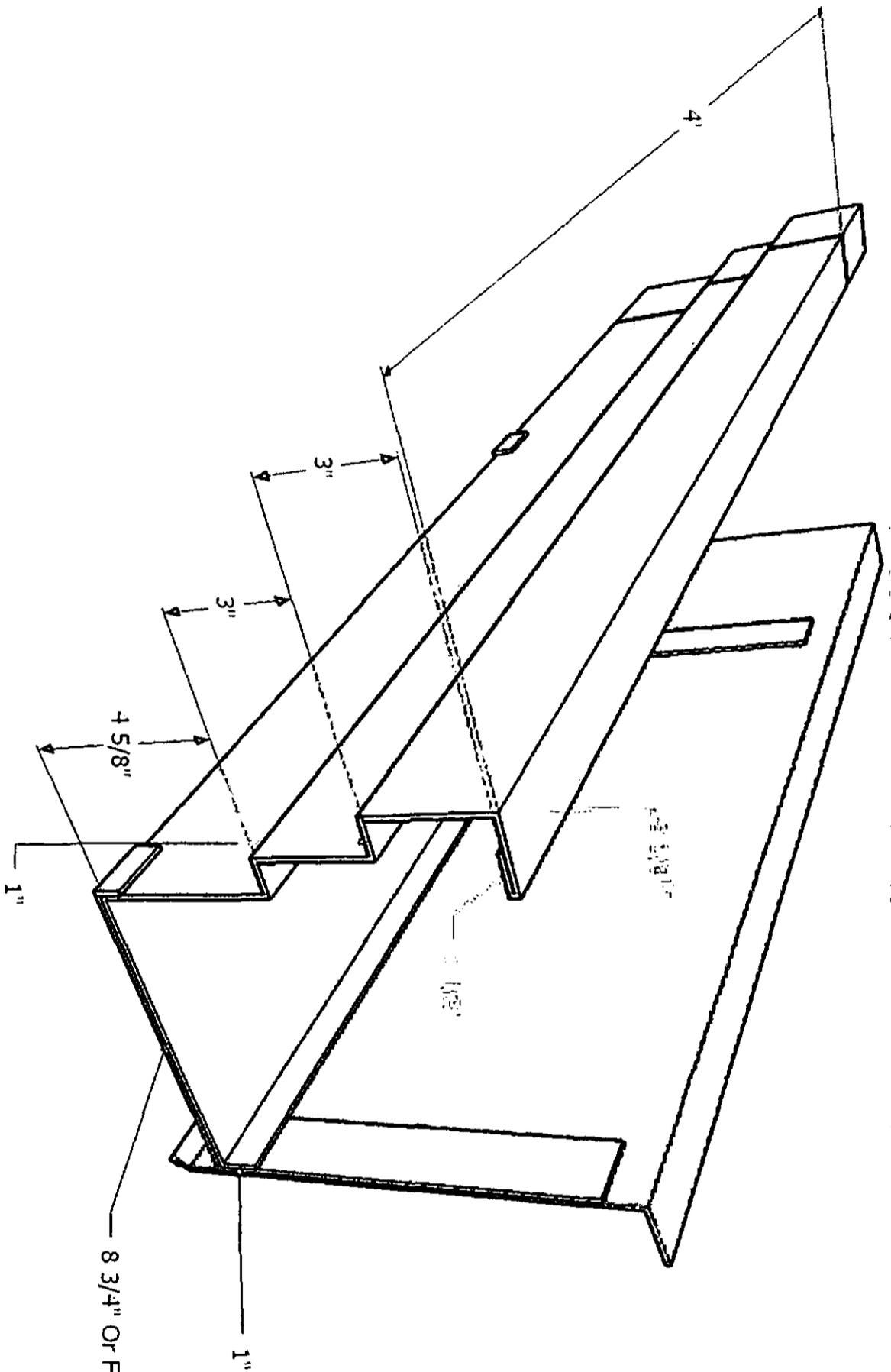


18 GAUGE Galvanized Gutter Liner
 With 6-1/2" x 6-1/2" Galvanized
 Drop, Attached with gutter sealant
 and pop rivets



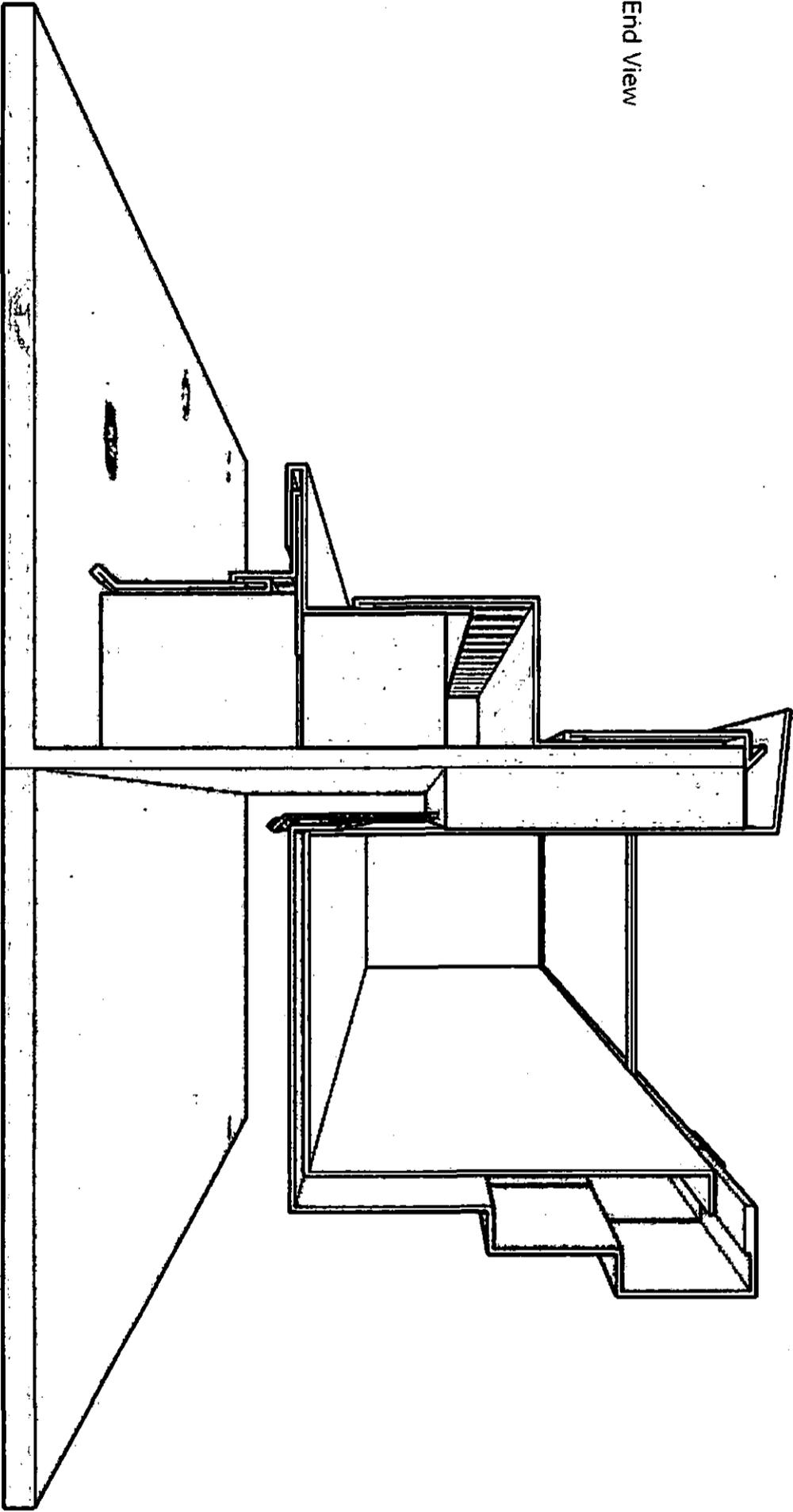
Gutter View

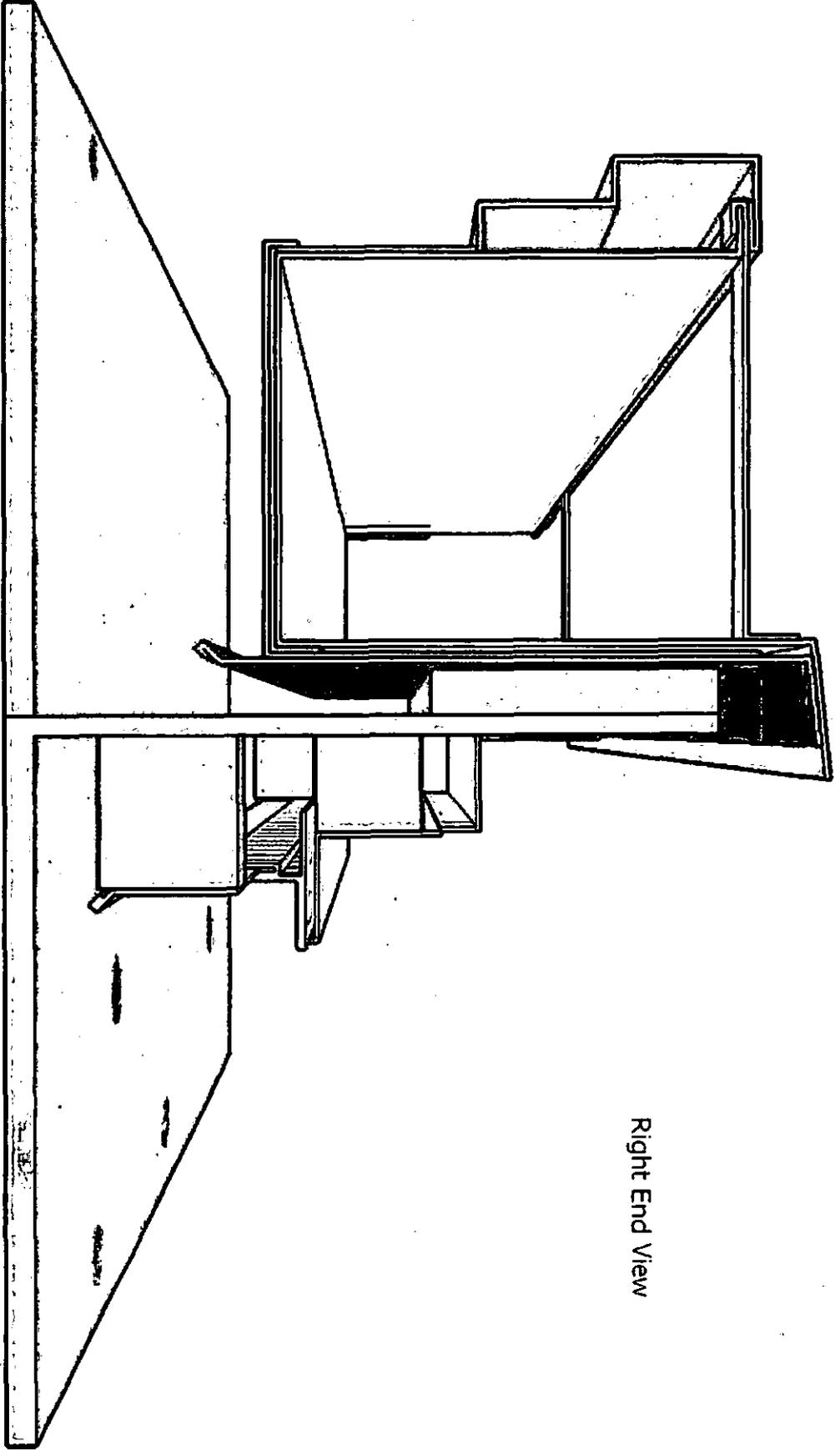




24 Gauge GREEN Prefinished
 Gutter Wrap

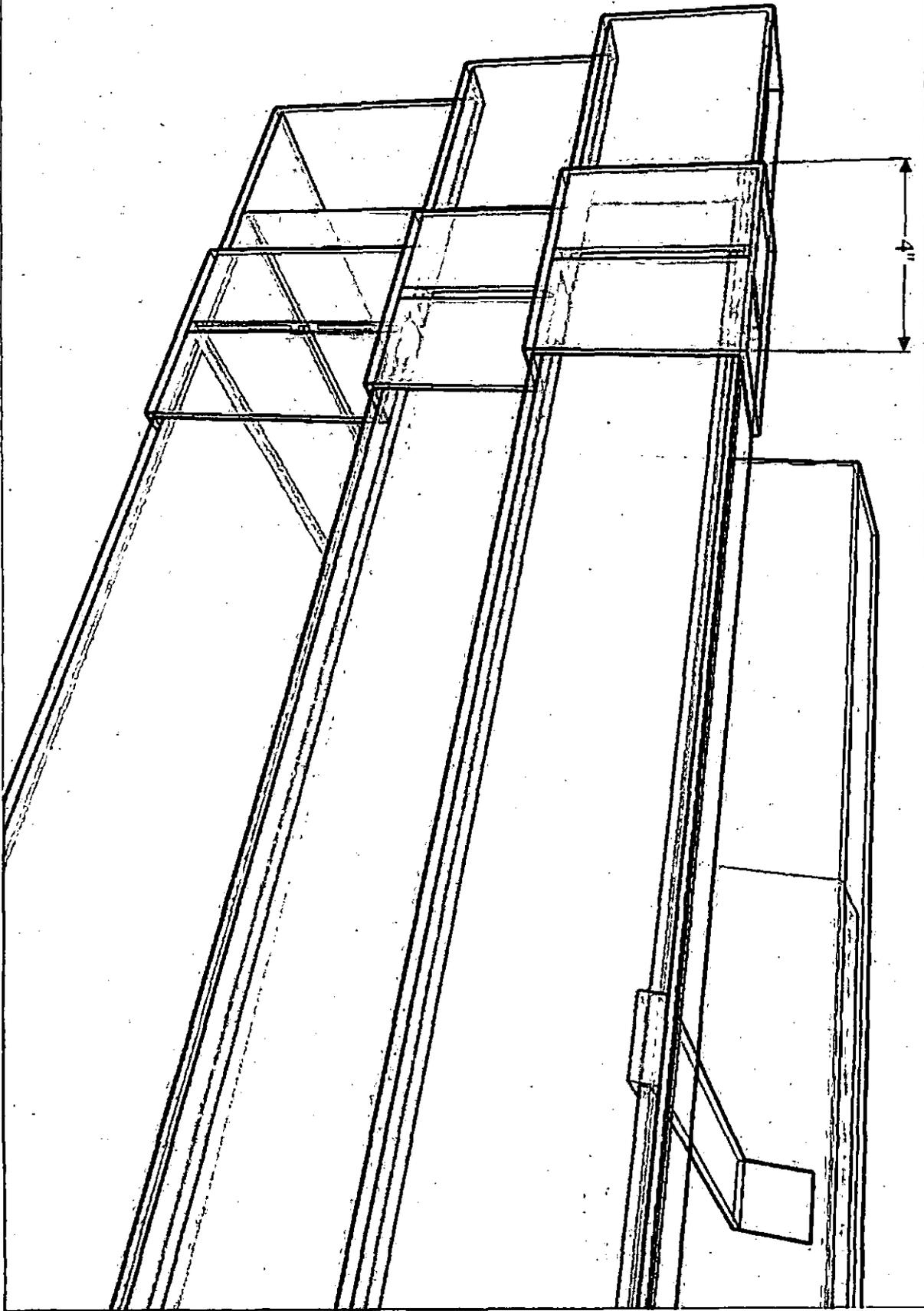
End View





Right End View

Prefinished "Green"
Gutter Wrap Cover Plates
Build to fit gutter wrap
Pop Rivet to Top
Snap to Back





WINTON

ENGINEERING

"Turning Ideas Into Reality"

18PE Firm F-282

February 25, 2016
McLennan County
County Records Building, Suite 130
Waco, Texas 76703-0648
Attn: Mr. Steven Hendrick, P.E.

RE: Exterior Building Envelope Renovations
Stucco Spotting Update

Dear Mr. Hendrick:

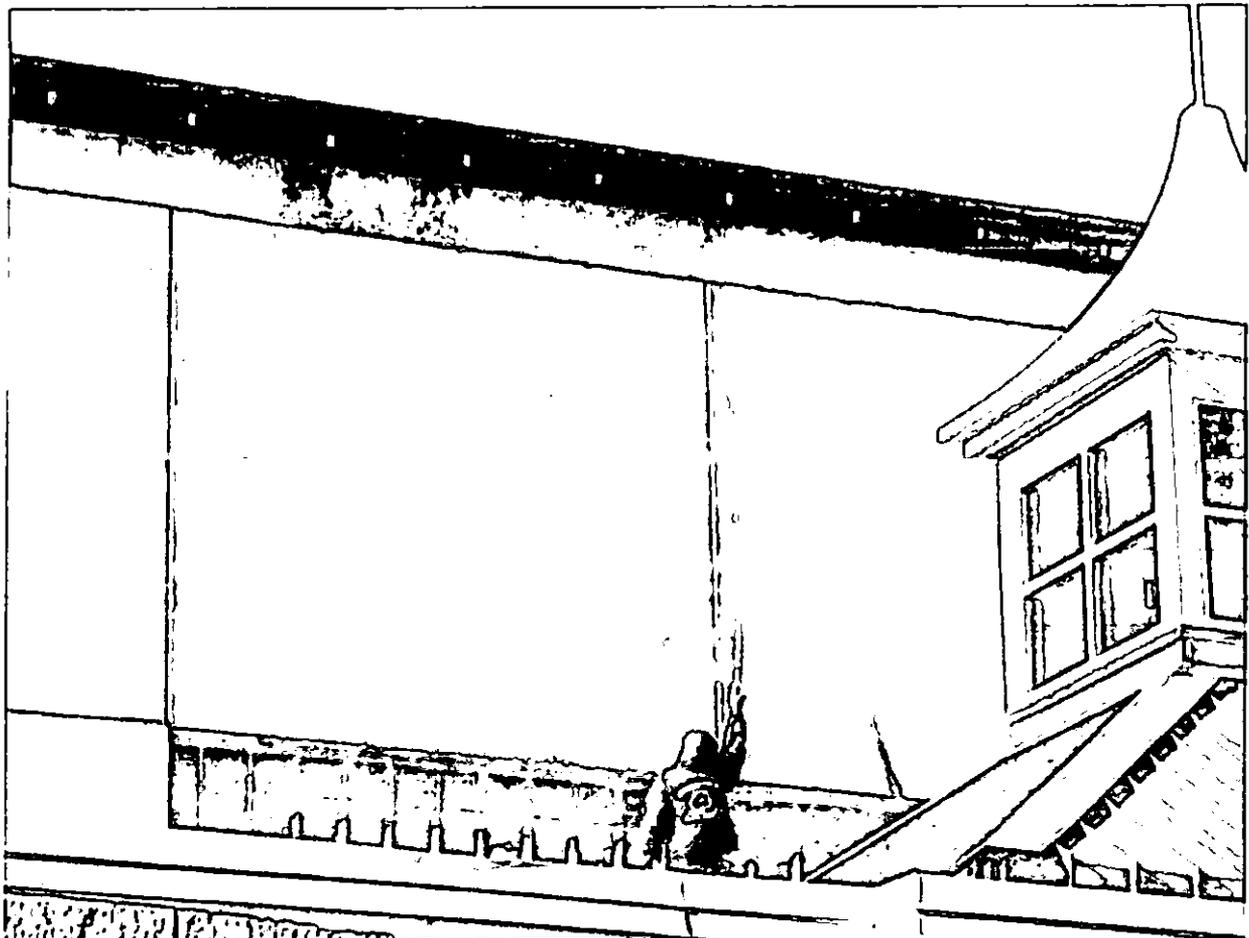
In further reference to the "dark spots" on the stucco which were observed by Commissioner Snell, I met again on-site with Mike Anderson of ARC Roofing in order to perform additional water testing on the stucco.

Low Pressure Testing - The first meeting was held on Wednesday, January 27, 2016. The purpose of the meeting was to apply water to all areas of the stucco panels using a water hose and low pressure nozzle and to observe any resulting spotting of the stucco. George Kubala of Foxfire Enterprises, the manufacturer of the water repellent coatings, and Ken Bass and Dustin Chapman of McLennan County were also present. George Kubala indicated that with a full and proper application of the specified 5000WB there should be minimal to no darkening or spotting.

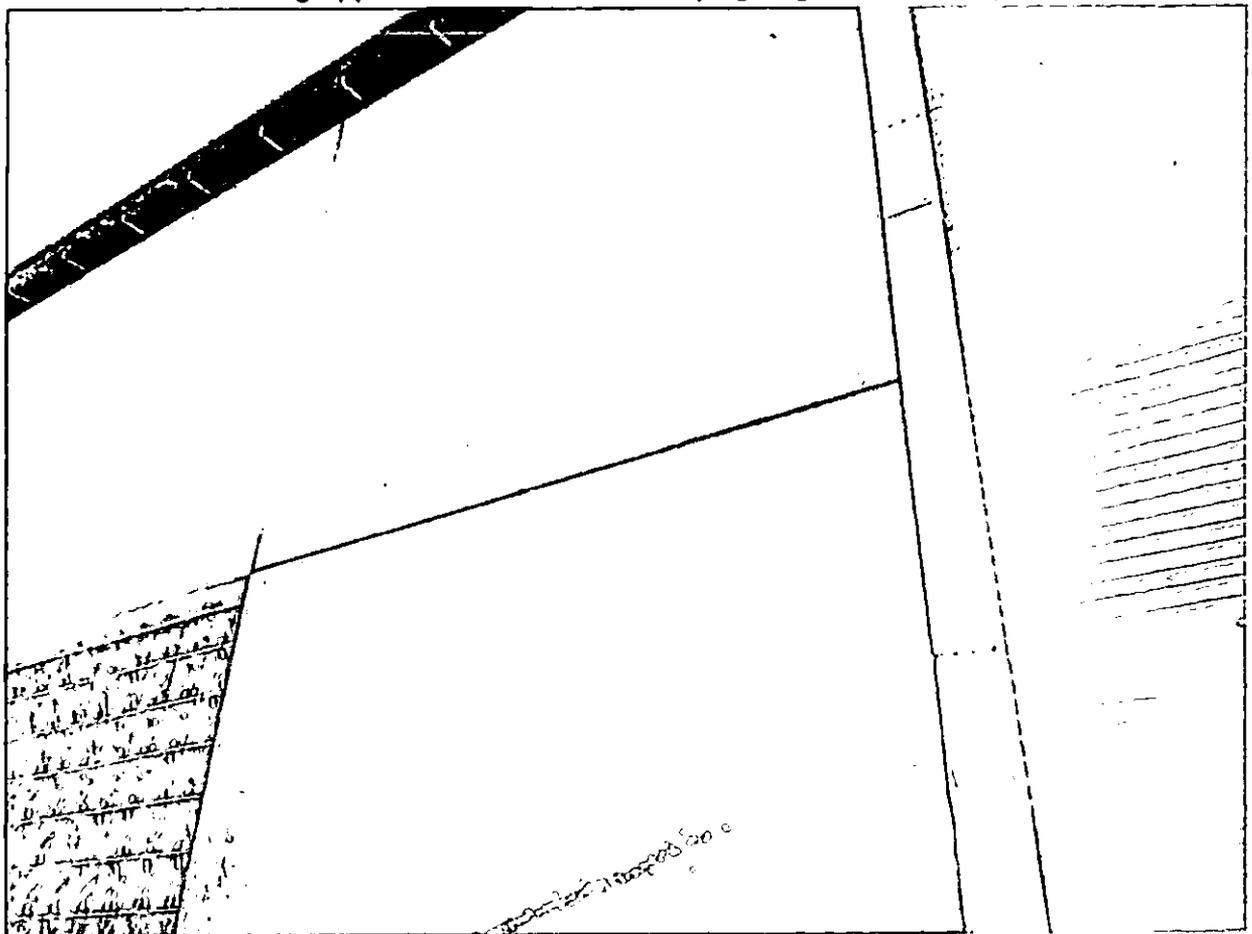
Water was applied to all areas of the stucco. It was noted that while all areas of the stucco generally beaded and refused water, some areas definitely darkened when the water was applied. The amount of darkening varied, but appeared less prominent in the lower panels. (See photos attached.) It was the opinion of Mr. Kubala that an additional application of the 5000WB was needed. The darkening patterns observed were somewhat consistent with the idea that the lower areas of the panel received more 5000WB material during the initial application due to run down of the material as it was applied.

Additional 5000WB material was applied to two test sections in order to confirm the need for a re-application. Under the direction of Mr. Kubala, one area was retreated with a single recoat, and a second area was retreated with a two coat "wet-on-wet" application.

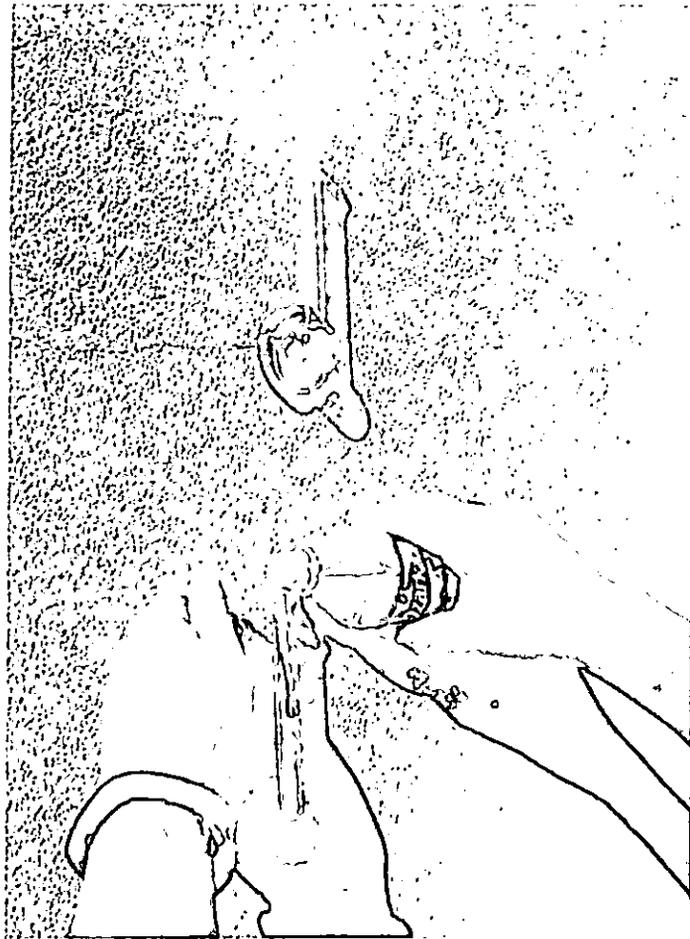
Rilem Tube Testing - A second meeting was held on Friday, January 29, 2016. The purpose of this meeting was to apply Rilem test tubes to various areas of the stucco in order to measure the water repellency of the material. Rilem tube testing is a method of testing the water absorption properties of walls and substrates, commonly used by the water repellent industry. A small tube with graduated volume marks (the Rilem tube) is attached to the substrate with putty, then filled with water. The amount of water lost from the tube, or absorbed by the wall, over a given period of time is recorded.



Water being applied to stucco. Note varying degrees of absorption.



Water being applied to stucco. Note darker areas at top of wall.



Rilem Test Tubes

FILED: MAR 15 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrceta Gowari DEPUTY

AGENDA: MARCH 15, 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 State Criminal Alien Assistance Program (SCAAP): **Approved**
Authorization of FY 16 Grant Application Submission

CD-379, 10:31

ORDER APPROVING:

**AUTHORIZATION OF FY 16 GRANT APPLICATION SUBMISSION
RE: THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)**

On this the 15 day of March, 2016, came on for consideration the matter Regarding the State Criminal Alien Assistance Program (SCAAP): Authorization of FY 16 Grant Application Submission. After discussion, Commissioner Jones made a motion to approve the Authorization regarding the State Criminal Alien Assistance Program 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.

Dear SCAAP Participant,

The Bureau of Justice Assistance (BJA) is pleased to announce the release date of the FY 2016 State Criminal Alien Assistance (SCAAP) Program and to provide updates to the SCAAP Guidance.

BJA administers SCAAP in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens.

Opening Date and Deadline

The OJP Grants Management System (GMS) will open on Wednesday, March 2, 2016 to accept the Fiscal Year 2016 SCAAP applications. All applications must be submitted electronically at <https://grants.ojp.usdoj.gov> by 6:00 p.m. (e.d.t.) on **April 13, 2016**. **Extensions or exceptions to this deadline cannot be granted.** Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

How to Apply

Enter your user name and password at the GMS site <https://grants.ojp.usdoj.gov>. Once you have logged in, go to the Funding Opportunities link on the left hand side of the screen. Search for all Bureau of Justice Assistance grants. Locate the SCAAP solicitation after the search is complete and click on the Apply Online button. For assistance with the user name and password, please contact the GMS Helpdesk at 1-888-549-9901, option 3. For assistance with the SCAAP application please email scaap@usdoj.gov or call 202-353-0421 or 202-353-4411.

Reporting Period

The FY 2016 reporting period for inmate and salary cost data is July 1, 2014 - June 30, 2015.

Salary Costs

Salary cost data must be actual dollar amounts paid for correctional officers salaries during the reporting period. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. This figure should not include benefits.

Total All Inmate Days

The "total all inmate days" is the cumulative number of incarceration or detention days attributable to all inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates,

regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly, facility head counts for the 365 days in the reporting period.

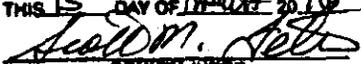
Links

SCAAP Website: https://www.bja.gov/ProgramDetails.aspx?Program_ID=86

SCAAP FY 2016 Guidelines: https://www.bja.gov/Funding/16SCAAP_Guidelines.pdf

Sincerely,

SCAAP Program Team

APPLICATION SUBMISSION
APPROVED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 2016

COUNTY JUDGE

FILED: MAR 15 2016

J.A. "ANJY" HANWELL, County Clerk
McLennan County, Texas
By Myrcatiz Bowan DEPUTY

AGENDA: MARCH 15, 2016

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

L. CONSENT AGENDA ITEMS:

1. ***Reading/Approval of Previous Meeting Minutes;*** Acceptance of Amendments / Supplements / Corrections; Recording into the Court Minutes of Previously Approved Documents, Items Not Requiring Court Action, HB 914 Conflict Disclosure Statements, as applicable **Approved**
 - a. Recording of Texas Commission on Jail Standards Letter regarding McLennan County Downtown Facility **Approved**
2. ***Financial Obligations of McLennan County:***
 - a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since Last Authorization **Approved**
 - b. County Treasurer: Interest / Investment Reports / Authorizations / Recording of McLennan County Investment Policy / Acknowledgment Forms / Pooled Cash Account Balance Reports **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. Consideration and/or Action on Department Head Review / Evaluation and Salary **Pulled**
 - b. Treasurer **Pulled**
 - c. Human Resources **Pulled**
 - d. Information Technology / Archives **Pulled**
 - e. Justice of the Peace, Precinct 2 **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 RFQs / Bids / RFP's / Public Notices **None**
5. ***Travel and/or Education Requests / Ratifications:***
 - a. Information Technology **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. Children’s Protective Services Board: Monthly Report, January 2016 **Approved**
 - b. County Sheriff: Recording of Annual Racial Profiling Data Report (ref: Texas Code of Criminal Procedure, Chapter 2) **Approved**
 - c. Emergency Management: Presentation regarding the Brazos River Study **Pulled**
7. *Commissioners Court, discussion on, consideration of and / or Action on:*
- a. Ratification of Purchase / Designation of Authorized Purchaser: **None**
 - b. Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County **Remains Lifted**
 - c. Regarding Americans with Disabilities Act Compliance Project: **None**
 - d. Selection / Designation of Public Members of the Salary Grievance Committee regarding the FY 17 Budget **None**
 - e. Regarding the Rivera I35 Truck Sales LLC Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard:
 - 1) Public Hearing re: Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard: **Pulled**
 - 2) Consideration of and/or Action Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard **Pulled**
 - f. Regarding the Establishment of Speed Zones on N Baese Road in Precinct 3 and Canaan Church Road in Precinct 4:
 - 1) Public Hearing regarding the Proposed Establishment of Speed Zones **Pulled**
 - 2) Consideration of and/or Action to Establish a Speed Zone on N Baese Road and S Baese Road in Precinct 3 **Pulled**
 - 3) Consideration of and/or Action to Establish a Speed Zone on Canaan Church Road in Precinct 4 **Pulled**
 - g. Authorization of Tax Resale Deed: MCAD # 480078020502001: Lot 8, Block 35, Carver Park Addition, City of Waco, McLennan County, Texas **Approved**
 - h. Regarding the McLennan County Indigent Health Care Fraud Policy: Authorization of Addendum **Approved**

8. McLennan County Subdivision Regulations:

- a. Consideration and Action on a Variance Request to McLennan County's Subdivision Regulations in Precinct 4

Pulled

CD-379, 10:32

ORDER APPROVING CONSENT AGENDA ITEMS

On this 15 day of March, 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. c., L. 3. d., L. 3. e., and L. 8. a. Commissioner Perry made a motion to approve (the consent agenda items with the exemption of L. 3. a., L. 3. b., L. 3. c., L. 3. d., L. 3. e., and L. 8. a.) 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 Consent Agenda Items be, and the same are hereby, approved by majority vote.

Recording of Authorization Regarding Cooperative Agreement R15AC000075: Bureau of Reclamation WaterSMART Drought Contingency Planning Grant approved by Order on September 22, 2015 and recorded on Page 30 of these minutes.

RECEIVED

MAR 01 2015

MCLENNAN CO.
JUDGE

ACCEPTED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 20 15

[Signature]
COUNTY JUDGE

For
RECORDING

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R18AC00078		1B. MOD NUMBER	2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT County or Local Government	
4. ISSUING OFFICE Bureau of Reclamation Financial Assistance Services 84-27850 Denver Federal Center P.O. Box 25007 Denver Colorado 80225			5. RECIPIENT McLennan County Attn: Judge Scott M. Felton 501 Washington Avenue Waco, TX 76701-1373			
			HIN #: 748002492	County:	McLennan	
			DUNS #: 021619085	Congress. Dist:	TX-017	
6. GRANTS MANAGEMENT SPECIALIST Irene M. Holby Bureau of Reclamation Financial Assistance Operations 84-27852 Denver Federal Center P.O. Box 25007 Denver Colorado 80225 303-445-2025 iholby@usbr.gov			7. RECIPIENT PROJECT MANAGER Tom Ray Water Resources Coordinator Lockwood, Andrews & Newnam, Inc. 215 Mary Ave, #305 Waco, TX 76701 254-753-8585 jtray@lan-inc.com			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Trent Parish, Environmental Protection Specialist Bureau of Reclamation, Oklahoma-Texas Area Office 5316 Hwy 290 W., Suite 110 Austin, TX 78735 512-889-4157 jparish@usbr.gov			9A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 17.a below		9B. MODIFICATION EFFECTIVE DATE: NA	
			10. COMPLETION DATE September 30, 2017			
11A. PROGRAM STATUTORY AUTHORITY Title II of the Reclamation States Emergency Drought Relief Act of 1991 (Public Law [P.L.] 102-250, 43 United States Code [USC] Section 2201-2214), as amended					11B. CPDA Number 15.514	
12. FUNDING INFORMATION		RECIPIENT/OTHER	RECLAMATION	13. REQUISITION NUMBER 0020084314		
Total Estimated Amount of Agreement		\$75,000.00	\$75,000.00	14A. ACCOUNTING AND APPROPRIATION DATA Fund: 15XR0880A1 WBS: RX.33080002.150100G		
This Obligation		\$75,000.00	\$75,000.00			
Previous Obligation		\$0.00	\$0.00			
Total Obligation		\$75,000.00	\$75,000.00			
Cost-Share %		50%	50%	14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0880		
15. PROJECT TITLE McLennan County Drought Contingency and Water Supply Resiliency Plan						
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: <u>Scott M. Felton</u> DATE: <u>9/22/15</u>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: <u>[Signature]</u> DATE: <u>9/23/2015</u>		
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Scott M. Felton, McLennan County Judge 254-767-5049 <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Irene M. Holby 303-445-2025		

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R15AC00075		1B. MOD NUMBER	2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT County or Local Government		
4. ISSUING OFFICE Bureau of Reclamation Financial Assistance Services 84-27850 Denver Federal Center P.O. Box 25007 Denver Colorado 80225				5. RECIPIENT McLennan County Attn: Judge Scott M. Felton 501 Washington Avenue Waco, TX 76701-1373			
							EIN #:
				DUNS #:	021619085	Congress. Dist:	TX-017
6. GRANTS MANAGEMENT SPECIALIST Irene M. Hoiby Bureau of Reclamation Financial Assistance Operations 84-27852 Denver Federal Center P.O. Box 25007 Denver Colorado 80225 303-445-2025 ihoby@usbr.gov				7. RECIPIENT PROJECT MANAGER Tom Ray Water Resources Coordinator Lockwood, Andrews & Newnam, Inc. 215 Mary Ave, #305 Waco, TX 76701 254-753-9585 jtray@lan-inc.com			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Trent Parish, Environmental Protection Specialist Bureau of Reclamation, Oklahoma-Texas Area Office 5316 Hwy 290 W., Suite 110 Austin, TX 78735 512-889-4157 jparish@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 17.a below		9B. MODIFICATION EFFECTIVE DATE: NA	
				10. COMPLETION DATE September 30, 2017			
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Previous Obligation		\$0.00	\$0.00				
Total Obligation		\$75,000.00	\$75,000.00				
Cost-Share %		50%	50%	14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680			
15. PROJECT TITLE McLennan County Drought Contingency and Water Supply Resiliency Plan							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: _____ DATE: _____				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER				17b. NAME OF GRANTS OFFICER Irene M. Hoiby 303-445-2025			
<input type="checkbox"/> Additional signatures are attached							

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**Cooperative Agreement
Between
Bureau of Reclamation
And
McLennan County
For
McLennan County Drought Contingency and Water Supply Resiliency Plan**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and MCLENNAN COUNTY, TEXAS hereinafter referred to as the “Recipient” or “Grantee,” pursuant to Title II of the RECLAMATION STATES EMERGENCY DROUGHT RELIEF ACT of 1991 (Public Law [P.L.] 102-250, 43 United States Code.[USC] Section 2201-2214), as amended (the “Act”). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

§2215. Assistance for drought-related planning in reclamation States

(a) In general

The Secretary may provide financial assistance in the form of cooperative agreements in States that are eligible to receive drought assistance under this subchapter to promote the development of drought contingency plans under subchapter II of this chapter.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

Many areas in the west are currently experiencing unprecedented drought conditions. While droughts are common in the western U.S., there is growing evidence that climate change is causing longer and more frequent droughts in some areas. Drought directly impacts Reclamation’s ability to deliver water and power to contractors, central to Reclamation’s mission. As the Nation’s largest wholesale water supplier, Reclamation must support our customers, stakeholders, and partners in building resiliency to drought and climate change.

Reclamation has developed a Drought Response Program to improve our ability to assist States, tribes, and local governments to prepare for and address drought in advance of a crisis. The Drought Response Program supports a proactive approach to drought by providing assistance to water managers to develop and update comprehensive drought plans.

The proposed McLennan County Drought Contingency and Water Supply Resiliency Plan project (Project) fulfills the public purpose of the Act through the development of a drought contingency plan in accordance with §§2222-2223 of the Act.

3. BACKGROUND AND OBJECTIVES

McLennan County, Texas, will prepare a regional drought contingency plan that will address drought impacts to the Trinity Aquifer, including intensified arsenic contamination in the aquifer and problems created by zebra mussels in certain surface waters. The County will partner with the McLennan County Water Resources Group (Group) to conduct the plan. The Group includes cities, water supply corporations, the Brazos River Authority, a groundwater conservation district, and local citizen and business interests. The Trinity Aquifer is the primary source of water for many of the towns and cities in the planning area, and also provides water for industrial, agricultural, manufacturing, and mining operations. Recent drought conditions have resulted in historically low water levels in the aquifer. As a result, pumping costs have increased, water supplies have declined, and the demand on surface sources has expanded. The drought plan will incorporate a “conjunctive use” approach to improve the efficient use of both groundwater and surface water sources.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$75,000.00 of which the initial amount of federal funds available is limited to \$75,000.00 as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement.

5. SCOPE OF WORK AND MILESTONES

Recipient will develop a drought contingency plan entitled McLennan County Drought Contingency and Water Supply Resiliency Plan (Drought Contingency Plan) substantially following the required procedural steps identified in Reclamation’s Drought Response Program Framework (Framework) available at <http://www.usbr.gov/drought/> and in paragraph I.5.1 of this Agreement. The Drought Contingency Plan developed under this Agreement will include the six required elements of a drought contingency plan identified in the Framework and in paragraph I.5.2.

5.1 Required Contingency Planning Process. Recipient will serve as the planning lead and complete the planning steps identified in the Framework and described in paragraphs I.5.1.1 through I.5.1.3. The planning steps are required before development of the Drought Contingency Plan can begin.

5.1.1 Establishment of a Drought Planning Task Force. At the outset of the planning process, Recipient will develop a Drought Contingency Planning Task Force (Task Force), made up of interested stakeholders within the planning area that want to actively participate in developing the Drought Contingency Plan (individual members of the Task Force are referred to as Task Force members). This Task Force may include: tribes; Federal, State, local government agencies; representatives from different sectors, including water purveyors and water users; representatives of environment, power, recreation, agriculture, energy, fire; universities; non-governmental entities; any small business owner adversely affected by drought; a trained facilitator; and communications staff. Recipient will develop a Task Force with diverse membership representing multiple interests in the planning area. Recipient may also establish working groups to support the Task Force in developing different aspects of the plan.

5.1.2 Development of a Detailed Work Plan. Recipient will develop in consultation with Reclamation, a detailed work plan (Work Plan) that will build on information in the proposal submitted under Funding Opportunity Announcement R15AS00047 (FOA) to describe in detail the various tasks included in developing or updating a plan, along with a detailed budget and project schedule, and the responsibilities of Reclamation (Reclamation will provide input on this element), Recipient, the Task Force, and other interested stakeholders. The Work Plan will describe the specific planning tasks and how each task will be completed, including the responsible party and the methodology. The Work Plan must be finalized and submitted to Reclamation for acceptance before substantive work on the Drought Contingency Plan begins, and may be updated as conditions warrant. The Work Plan will include the following four elements:

A. Introduction

1. Scope and purpose of the Drought Contingency Plan
2. Planning area
3. Background, including a brief description of how the Drought Contingency Plan will build on any existing or ongoing efforts or plans

B. Planning Approach

1. Detailed budget and schedule for developing the plan
2. Narrative description of the plan for completing each of the six required elements of the plan, including the approach, steps, methodologies, specific tasks, and individuals responsible for conducting those tasks
3. Planning oversight structure
4. Decision making process
5. Roles and responsibilities of Recipient and the Task Force, including individual Task Force members
6. Coordination between Recipient, the Task Force, and interested stakeholders

C. Documentation and Reporting – this section of the Work Plan will identify the specific tasks and milestones to meet the reporting requirement of this Agreement.

1. Identify deliverables and documentation requirements
2. Reporting requirements and individuals responsible for reporting
3. Review Process, i.e. how the draft plan or plan update will be reviewed

D. Communication and Outreach Plan

1. Explanation of how stakeholders and the public will be involved in the planning process, including providing input on the drafting of the Drought Contingency Plan and providing feedback to the Task Force. Participation could occur through public meetings, webinars, public notices, and other forums or approaches.
2. Schedule describing when information about the planning process will be communicated to the public and other stakeholders, and when they can provide input and feedback.

5.2 Required Elements of a Drought Contingency Plan. The Drought Contingency Plan must be developed in a manner consistent with the Framework. The Drought Contingency Plan must address each of the six elements described immediately below. Reclamation does not prescribe any one approach to developing and addressing these elements in a plan. However, further explanation and guidance to support the development of each element is provided in Appendix A to the Framework. The six required elements of a drought contingency plan are as follows:

5.2.1 Drought Monitoring. The Drought Contingency Plan must establish a process for monitoring near and long-term water availability, and a framework for predicting the probability of future droughts or confirming an existing drought. This includes a process for the collection, analysis, and dissemination of water availability and other drought-related data (e.g., precipitation, temperature, and streamflow levels, among other indicators). The Drought Contingency Plan must also explain how this data will be used to predict or confirm droughts, including identifying metrics and triggers (e.g., reservoir level reached at a specific reservoir and use of specific drought indices) that may be used to define stages of drought, to trigger mitigation or response actions, and to define the different stages or levels of severity of drought.

5.2.2 Vulnerability Assessment. The Drought Contingency Plan must include a vulnerability assessment evaluating the risks and impacts of drought. A vulnerability assessment is an assessment of the risks to critical resources within the planning area and the factors contributing to those risks. Assessments will drive the development of potential mitigation and response actions. The assessment must be based on a range of future conditions, including the effects of climate change. Guidance on incorporating climate change information into drought contingency plans is provided in Appendix B to the Framework – Guidance for Incorporating Climate Change Information into Drought Contingency Plans to this Framework.

5.2.3 Mitigation Actions. The Drought Contingency Plan must identify, evaluate, and prioritize mitigation actions and activities that will build long-term resiliency to drought and that will mitigate the risks posed by drought. Mitigation measures are actions, programs, and

strategies implemented before drought to address potential risks and impacts. These actions are outside of regular water management activities and are intended to decrease sector vulnerabilities and reduce the need for response actions.

5.2.4 Response Actions. The Drought Contingency Plan must identify, evaluate, and prioritize response actions and activities that can be implemented during a drought to mitigate the impacts. Response actions are different than mitigation measures in that they are specific actions that are triggered during specific stages of drought to manage the limited supply and decrease the severity of immediate impacts. Response actions can be quickly implemented and provide expeditious benefits.

5.2.5 Operational and Administrative Framework. An operational and administrative framework must be developed to identify who is responsible for undertaking the actions necessary to implement each element of the Drought Contingency Plan, including communicating with the public about those actions. At a minimum, the framework should identify roles, responsibilities, and procedures necessary to:

- Conduct drought monitoring
- Initiate response actions, including emergency response actions
- Initiate mitigation actions
- Update the Drought Contingency Plan

The operational and administrative framework may be integrated into each element of the plan, or documented in a specific section of the plan.

5.2.6 Plan Update Process. The Drought Contingency Plan must describe a process and schedule for monitoring, evaluating, and updating the plan.

The milestones for this Agreement are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Establish Task Force and schedule Task Force kickoff meeting	October 2015	November 2015
Submit Work Plan for Reclamation review and acceptance	October 2015	February 2016
Implement Work Plan and develop Drought Contingency Plan	March 2016	May 2017
Submit final draft Drought Contingency Plan to Reclamation for review and determination that program requirements are met	May 2017	July 2017

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits.

6.1.2 Prior to November 30, 2015, Recipient will identify the Task Force members and notify Reclamation of the date of the initial Task Force meeting.

6.1.3 Recipient will submit the proposed Work Plan to Reclamation no later than February 29, 2016. Reclamation will review the draft work plan to ensure compliance with Drought Response Program requirements and either accept the plan as submitted or provide comments for the Recipient to address within 14 calendar days of receipt (See section I.6.2.4). A copy of the accepted Work Plan, which addresses any GOTR comments, will be included with Recipient's interim performance report for the reporting period ending March 31, 2016.

6.1.4 Recipient will submit the final draft Drought Contingency Plan and/or plan updates to Reclamation no later than August 31, 2017. Reclamation will review the Drought Contingency Plan to determine that the plan meets Drought Response Program requirements. Reclamation will either accept the plan as submitted or provide comments for the Recipient to address within a given time frame.

6.1.5 Recipient will prepare and submit to Reclamation interim Project performance reports (Interim Reports) and a final Project performance report (Final Report) as required by Section I.9 of this Agreement and Section VI.D in the FOA.

Each Interim Report will include (but is not limited to) the information identified in paragraph I.9.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the project

A copy of the Reclamation reviewed and accepted Drought Contingency Plan will be provided with the Final Report. The Final Report will include (but is not limited to) the information identified in paragraph I.9.3 and will discuss the following:

- Whether the project objectives and goals were met
- The benefits achieved by the Drought Contingency Plan, including how the plan improves long-term resiliency to drought

- How the plan demonstrates collaboration

Recipient is aware that the Final Report is a public document and will be made available on Reclamation's website, www.usbr.gov/drought/.

6.1.6 Recipient will conduct all procurement transactions in a manner providing full and open competition consistent with the standards described in 2 CFR §300.319. For any construction, equipment, service or supply contract exceeding \$150,000.00, Recipient will formally advertise the contract for bid or request competitive proposals (whichever is appropriate) as specified in 2 CFR §200.320(c) and (d). For the award of sole source contracts or contracts for which one bid or proposal was received in which the aggregate expenditure is expected to exceed \$3,000.00, Recipient will maintain written justification as provided under 2 CFR §200.320(f). Recipient will notify the Grants Officer prior to the award of sole source contracts in which the aggregate expenditure is expected to exceed \$25,000.00.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

6.2.2 Substantial involvement by Reclamation is anticipated during the performance of activities funded under this cooperative agreement. In support of this Agreement, Reclamation will be responsible for the actions identified in paragraphs 6.2.3 through 6.2.5.

6.2.3 Reclamation will collaborate and participate as warranted with the Recipient, the Task Force (including individual Task Force members), and other stakeholders in the drought contingency planning process.

6.2.4 Reclamation will work in collaboration with Recipient and provide input on the components of the Work Plan. Reclamation will review the proposed Work Plan for conformance to program requirements. Within 14 calendar days of receipt of the proposed Work Plan, Reclamation will notify Recipient of acceptance of the Work Plan or provide substantive comments.

6.2.5 Reclamation will review the final draft Drought Contingency Plan for conformance to Drought Response Program requirements. Within 30 to 60 calendar days of receipt of the draft plan, Reclamation will notify Recipient of acceptance of the Drought Contingency Plan or provide substantive comments.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION		Quantity Type	TOTAL COST
	\$/Unit	Quantity		
Contractual				
Consultants				
Engineering consultant	\$90,930	1		\$90,930
Geologist	\$21,343	1		\$21,343
Water rate consultant	\$37,727	1		\$37,727
TOTAL DIRECT COSTS				\$150,000
Indirect Costs				
				\$0
TOTAL ESTIMATED PROJECT COSTS				\$150,000

Funding Sources	Percent of Total Project Cost	Total Cost by Source
Recipient Funding	13%	\$18,964
Other Recipient Funding	37%	\$56,036
Reclamation Funding	50%	\$75,000
Other Federal Funding	0%	\$0
TOTALS	100%	\$150,000

7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans (2 CFR §200.308)

In accordance with 2 CFR §200.308(c)-(e) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Change in key personnel specified in section 8 "Key Personnel" of this agreement.
- c) Changes in the approved cost-sharing or matching outlined within this agreement in section 7.2 "Cost Share requirements"
- d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 "Pre-Award Incurrence of Costs" of this agreement.

- e) Extensions to the Completion Date outlined in block 10 of the coversheet (form 7-2279) of this agreement.
- f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Manager for this Agreement shall be:

Tom Ray, P.E.
Water Resources Coordinator
Lockwood, Andrews & Newnam, Inc.
215 Mary Ave, #305
Waco, TX 76701
254-753-9585
jtray@lan-inc.com

Correspondence and notices for this Agreement shall be sent to:

Judge Scott M. Felton
McLennan County
501 Washington Avenue
Waco, TX 76701-1373

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Irene M. Hoiby
Bureau of Reclamation
Financial Assistance Operations 84-27852
Denver Federal Center
P.O. Box 25007
Denver, Colorado 80225
303-445-3697
ihoiby@usbr.gov

- (a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:
- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
 - (2) Approve through formal modification changes in the scope of work and/or budget;
 - (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
 - (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
 - (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
 - (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Trent Parish
Environmental Protection Specialist
Bureau of Reclamation, Oklahoma-Texas Area Office
5316 Hwy 290 W., Suite 110
Austin, TX 78735
512-889-4157
jparish@usbr.gov

(a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:

- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
- (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
- (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
- (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
- (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Irene M. Hoiby
Bureau of Reclamation
Financial Assistance Operations 84-27852
Denver Federal Center
P.O. Box 25007
Denver Colorado 80225
303-445-3697
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9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (2 CFR §200.328)

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) and Section 6.1.5 above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) and Section 6.1.5 above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending March 31, 2016.	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending March 31, 2016	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

Consideration under National Environmental Policy Act (NEPA), Endangered Species Act (ESA), or National Historic Preservation Act (NHPA), is not required for this action. However, other state, regional, tribal, or local requirements may require the Drought Contingency Plan to evaluate environmental and cultural resources. Further, implementation of the contingency plan--in part or in whole--may require additional compliance with federal, state, tribal, or local requirements prior to such implementation. If involvement by Reclamation during implementation of the Drought Contingency Plan is anticipated, the Recipient must coordinate

with the appropriate Reclamation office to determine any compliance requirements with NEPA, ESA or NHPA.

11. RESPONSIBILITY FOR CONTENT

The Recipient is solely responsible for the content of the Drought Contingency Plan. Reclamation participation in this Agreement is limited to the provision of funding and technical assistance for the development of a Drought Contingency Plan that strives to anticipate and mitigate impacts and conflicts that arise from drought. Reclamation does not exercise control over the content or approval of the plan under this award. Reclamation review of the Work Plan and Drought Contingency Plan is only to ensure compliance with Drought Response Program requirements. The Drought Contingency Plan or plan update developed under this Agreement is a water management planning document and does not provide recommendations or represent a statement of policy or position of the Bureau of Reclamation, or the Department of the Interior. The plan does not propose or address the feasibility of any specific project, and does not represent a commitment for provision of Federal funds for projects identified in the plan.

12. RIGHTS TO DATA

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under an award; and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment. (2 CFR §200.305)

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public

policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4. EQUIPMENT (2 CFR §200.313)

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR §200.314)

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of

compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) **Subrecipients and Contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) **For-profit subrecipient.** Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR §200.339)

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

- (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- (i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

(c) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (d) *Definitions.* For purposes of this award term:
 - (1) "Employee" means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) "Private entity":
 - (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
 - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
- (ii) inform the owner in writing of what it believes to be the market value of the property

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

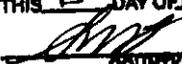
(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

Recording of 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 approved by Order on February 2, 2016 and recorded on Page 71 of these minutes.

RECEIVED

MAR 07 2016

MCLENNAN CO.
JUDGE

ACCEPTED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 20 16

COUNTY JUDGE



Texas Department of Transportation

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

Received

February 26, 2016

MAR 07 2016

McLennan County Judge

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

RE: Participation Waived Project for Off-System Bridge Replacement
0909-22-175; S. 12th Street over Cottonwood Creek (AA07-77-002; Map # 1020)

Dear Judge Felton,

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

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

Sincerely,

Victor Goebel, P.E.
Project Development Engineer

Enclosures

cc: Michael Bolin, P.E.
Paul F. Cepak, P.E.
Solomon Thomas, P.E.
Luke Lammert/separate original

OUR GOALS

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

An Equal Opportunity Employer

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District # 09 (WAC)
Code Chart 64 # 50161
Project: CR 777 (12th Street Rd over Cottonwood Crk)
NBI Structure # 09-161-0-AA07-77-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

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

WITNESSETH

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

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

WHEREAS, the Local Government owns one or more bridges on a public road or street located at CR 777 (S. 12th Street) over Cottonwood Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 114417, dated November, 2015; and

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

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

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AGREEMENT

1. Period of this Agreement

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

2. Termination of this Agreement

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

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

3. Amendments

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

4. Remedies

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

5. Scope of Work

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

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6. Right of Way and Real Property

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

7. Adjustment of Utilities

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

8. Environmental Assessment and Mitigation

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

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

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the

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

10. Architectural and Engineering Services

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

11. Construction Responsibilities

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

12. Project Maintenance

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

13. Local Project Sources and Uses of Funds

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

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

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

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

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- 14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**
- A. Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
 - B. Project Cost Estimate for PWP.** Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
 - C. Credit Against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
 - D. Responsibilities of the Local Government on EMPs.**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
 - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 - 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
 - E. Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not

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eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

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

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

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

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

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

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

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18. Ownership of Documents

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

19. Compliance with Laws

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

20. Sole Agreement

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

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

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

22. Procurement and Property Management Standards

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

23. Inspection of Books and Records

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

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applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

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

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following

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assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

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

27. Lobbying Certification

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

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

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

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more

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Not Research and Development

restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

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

32. Signatory Warranty

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

CSJ # 0909-22-175
District # 09 (WAC)
Code Chart 64 # 50161
Project: CR 777 (12th Street Rd over Cottonwood Crk)
NBI Structure # 09-161-0-AA07-77-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

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

THE LOCAL GOVERNMENT

Scott M. Felton
Signature

Scott M. Felton
Name

McLennan County Judge
Title:

2/02/16
Date

THE STATE OF TEXAS

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

2-17-16
Date

CSJ # 0909-22-175
District # 09 (WAC)
Code Chart 50161
Project: CR 777 (12th Street Rd) over Cottonwood Crk
NBI Structure # 09-161-0-AA07-77-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

ATTACHMENT A

**RESOLUTION FOR WAIVER OF THE LOCAL MATCH FUND
PARTICIPATION ON THE APPROVED FEDERAL
OFF-SYSTEM BRIDGE PROGRAM
NBI Number AA07-77-002
Precinct 1**

The State of Texas
County of McLennan

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

WHEREAS, McLennan County (County), hereinafter referred to as the Local Government owns a bridge located at Cottonwood Creek on CR 777, Local Designation 12th Street Road, National Bridge Inventory (NBI) Structure Number AA07-77-002, Map #1020, and,

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114417 dated November 2015, Control-Section-Job (CSJ) Number 0909-22-175; and,

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

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

CSJ # 0909-22-175
 District # 09 (WAC)
 Code Chart 50161
 Project: CR 777 (12th Street Rd) over Cottonwood Crk
 NBI Structure # 09-161-0-AA07-77-002
 Federal Highway Administration
 CFDA #20.205
 Not Research and Development

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is Eighteen Thousand Twenty-Two Dollars (\$18,022), hereinafter referred to as the "participation-waived project", such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work,

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

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

Location	On School Bus Route?	Description of Structural Improvement Work	Estimated Cost
Silo Hill Road @ unnamed waterway	Yes	Replace/Modify Low Water Crossing with Box Culverts and/or Corrugated Metal Pipe.	\$51,661

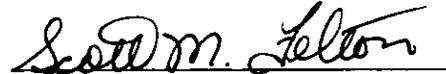
BE IT FURTHER RESOLVED THAT in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading.

CSJ # 0909-22-175
District # 09 (WAC)
Code Chart 50161
Project: CR 777 (12th Street Rd) over Cottonwood Crk
NBI Structure # 09-161-0-AA07-77-002
Federal Highway Administration
CFDA # 20.205
Not Research and Development

3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibility for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

RESOLVED this 2 day of February, 2016, by McLennan County Commissioners Court on the motion of Commissioner Snell and seconded by Commissioner Gibson, by a vote of 5 ayes to 0 nays.



Scott M. Felton, County Judge
McLennan County, Texas

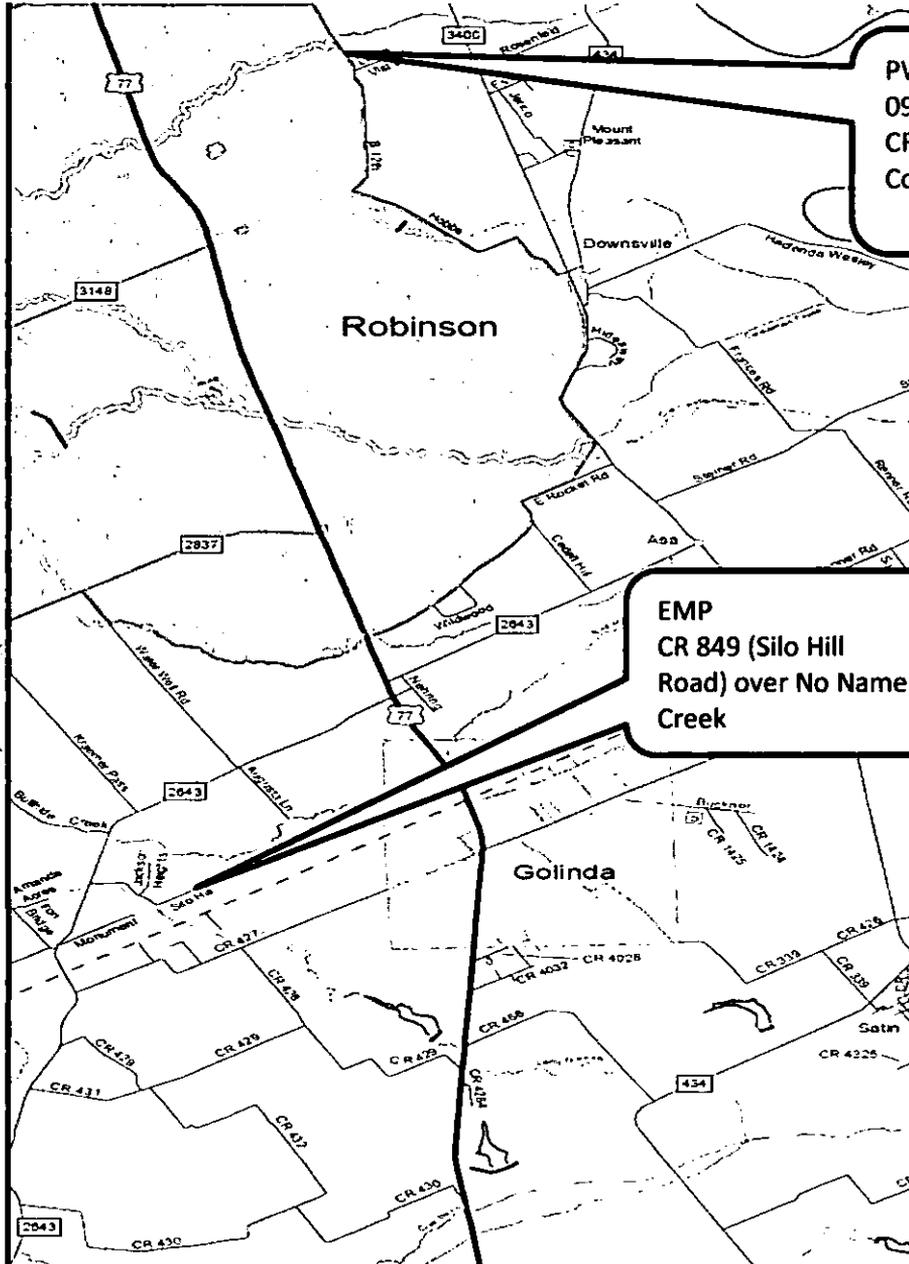
ATTEST:



Myrcetez Gowan, Deputy Clerk for
J.A. "Andy" Harwell, County Clerk
McLennan County, Texas

CSJ # 0909-22-175
District # 09 (WAC)
Code Chart 64 # 50161
Project: CR 777 (12th Street Rd over Cottonwood Crk)
NBI Structure # 09-161-0-AA07-77-002
Federal Highway Administration
CFDA #20.205
Not Research and Development

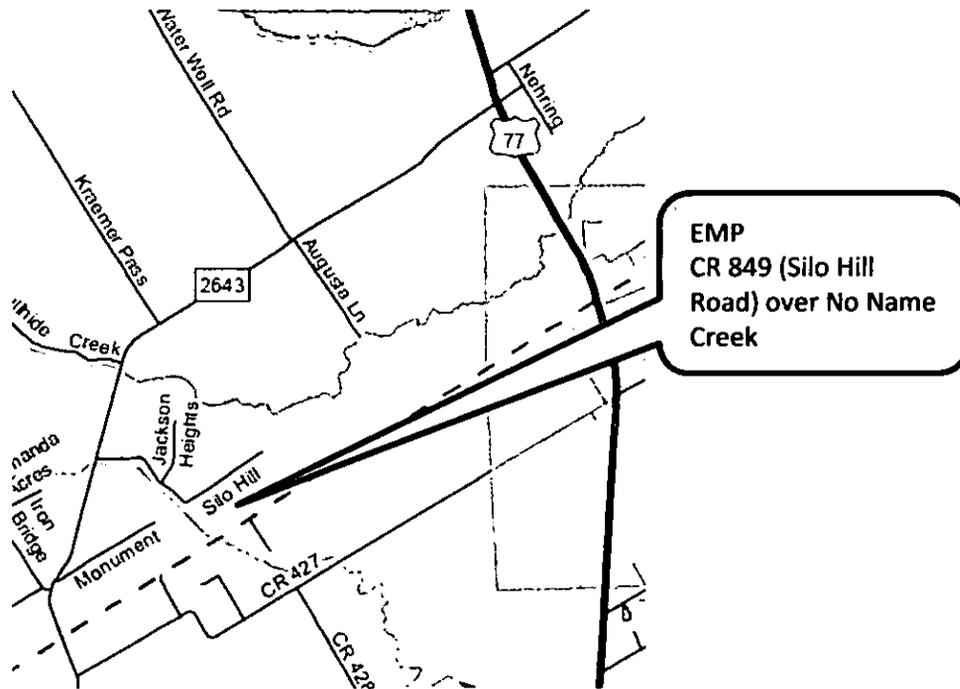
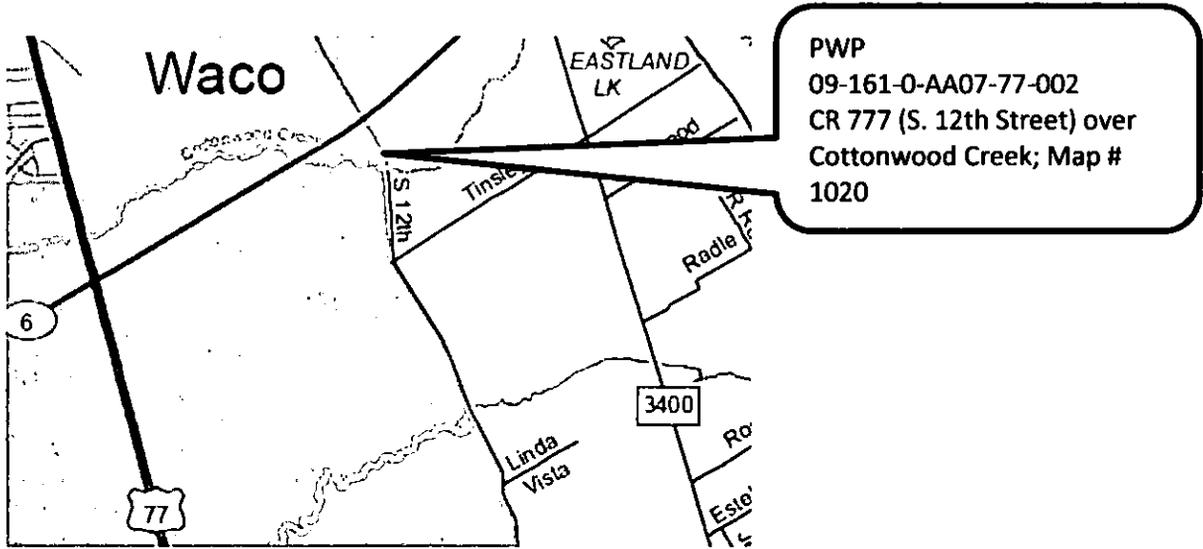
ATTACHMENT B PROJECT LOCATION MAP



PWP
09-161-0-AA07-77-002
CR 777 (S. 12th Street) over
Cottonwood Creek; Map # 1020

EMP
CR 849 (Silo Hill
Road) over No Name
Creek

CSJ # 0909-22-175
District # 09 (WAC)
Code Chart 64 # 50161
Project: CR 777 (12th Street Rd over Cottonwood Crk)
NBI Structure # 09-161-0-AA07-77-002
Federal Highway Administration
CFDA #20.205
Not Research and Development



CSJ # 0909-22-175
 District # 09 (WAC)
 Code Chart 64 # 50161
 Project: CR 777 (12th Street Rd over Cottonwood Crk)
 NBI Structure # 09-161-0-AA07-77-002
 Federal Highway Administration
 CFDA #20.205
 Not Research and Development

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

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR 849 (Silo Hill Road) over No Name Creek	Y	N	Replace Low Water Crossing with Box Culverts or CMP	51,661.00
Total				51,661.00
EMP work credited to this PWP*				18,022.00
Balance of EMP work available to associated PWPs				-0-
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
NA			NA	

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

**This attachment not applicable for non-PWPs.

CSJ # 0909-22-175
 District # 09 (WAC)
 Code Chart 64 # 50161
 Project: CR 777 (12th Street Rd over Cottonwood Crk)
 NBI Structure # 09-161-0-AA07-77-002
 Federal Highway Administration
 CFDA #20.205
 Not Research and Development

**ATTACHMENT D
 ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) 75,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) 2,625.00</u>
Construction	<u>384,200.00</u>	
Engineering and Contingency (E&C)	<u>55,709.00</u>	
The Sum of Construction and E&C	<u>(2) 439,909.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) 15,396.82</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) -0-</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) -0-</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6)18,022</u>
Total Project Direct Cost	<u>(1+2)514,909.00</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
 on Attachment C. \$18,022.00



TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY McLennan

APPLICANT McLennan County

District Contact Information

NAME: Brenda Franklin

TELEPHONE: 254-867-2747

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

(Circle as appropriate) **YES** *2/17/16* or NO

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

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
2 Population (2010 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0909-22-175
ESTIMATED LETTING DATE	January-21

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

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

CR 777 (S 12th Street) over Cottonwood Creeek

PROJECT SCOPE- Give type of work.

Replace bridge and approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

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

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 65

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Preliminary Engineering	\$75,000.00	10%	\$7,500.00	\$2,625.00
Construction Engineering	\$439,909.00	10%	\$43,990.90	\$15,396.82
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$514,909.00		\$51,491	\$18,022

Approved by: *B.S. Franklin* P.E. Date: 1-22-16



AFFIDAVIT

The State of Texas,
County of McLennan

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

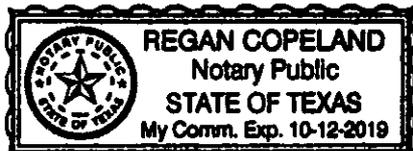
I, Scott M. Felton, representing the city / county of
McLennan, having been duly elected on
11/04/14 and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Scott M. Felton
Signature

2/02/16
Date

Subscribed and sworn to before me, by the said Scott M. Felton, this
2nd day of February, 2016, to certify which witness my hand
and seal of office.

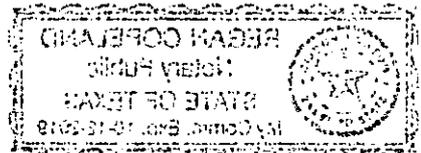
My commission expires October 12, 2019.



NOTARY # 12628757-9

Regan Copeland
Official Signature

Regan Copeland
Printed or stamped name of Notary



FILED: MAR 15 2016

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

ORDER ACCEPTING:

**RECORDING OF TEXAS COMMISSION ON JAIL
STANDARDS LETTER REGARDING MCLENNAN COUNTY
DOWNTOWN FACILITY**

On this the 15 day of March, 2016, came on for consideration the matter Regarding Recording of Texas Commission on Jail Standards Letter Regarding McLennan County Downtown Facility. Commissioner Perry made a motion to approve and it was seconded 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 Recording be, and the same is hereby, accepted by majority vote.

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Brandon S. Wood



P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
<http://www.tcjs.state.tx.us>
info@tcjs.state.tx.us

February 24, 2016

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

and

Sheriff Parnell McNamara
Sheriff, McLennan County
901 Washington Ave.
Waco, Texas 76701

Dear Judge Felton and Sheriff McNamara,

Reference the proposed operation of the McLennan County Downtown facility and the request to utilize the holding cells on the first floor for temporary court holding. Correspondence and discussion with your agency have satisfied our concerns regarding compliance with minimum jail standards and you may begin utilizing the first floor of the McLennan County Down facility as temporary court holding.

The capacity of the holding cells based upon the staff inspection indicates each of the 12 cells: 136, 137, 139, 140, 141, 142, 143, 144, 145, 148, 149 and 150, will be rated at three inmates per cell for a total capacity of 36 inmates. In addition, the two violent cells and detoxification cell located within the first floor are not approved to be utilized. We recommend that affixing signage that clearly states placement of inmates within these areas is prohibited shall be posted on the cell doors.

Temporary approval for the court holding of the McLennan County Downtown facility shall not exceed a period 18 months which expires on August 25, 2017. Within that time period, county has ample time to discuss this issue further with our agency and an extension of those cells may be granted.

If you have any questions regarding this message or the requested items please do not hesitate to contact my office.

Respectfully,


Brandon S. Wood
Executive Director

ACCEPTED BY COMMISSIONERS COURT
THIS 15 DAY OF MARCH 2016

COUNTY JUDGE

For
RECORDING

Stanley D. Egger, Abilene, Vice Chair
Irene A. Armendariz, Austin
Jerry W. Lowry, New Caney

Sheriff Dennis D. Wilson, Groesbeck
Sheriff Gary Painter, Midland

Larry S. May, Sweetwater
Allan D. Cain, Carthage

TRUCKS AND TRAILERS
...
...

FILED: MAR 15 2016

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

**ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS MARCH 14, 2016**

On this the 15 day of March, 2016, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for March 14, 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry with Commissioner Gibson abstaining. It is ordered by the Court that said Financial Obligations and Authorization of the County Treasurer be, and the same is hereby, approved by majority 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
03-14-16	921	\$1,047,805.24
E031416	171	\$86,533.85
GRAND TOTAL	1092	\$1,134,339.09

Approved and ordered by the McLennan County Commissioners Court

on this the 15th day of March, 2016

Scott M. Nello
County Judge

FILED: MAR 15 2016

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

ORDER APPROVING TRAVEL AND EDUCATION REQUESTS:

INFORMATION TECHNOLOGY

On this the 15 day of March, 2016, came on for consideration the matter of Travel and/or Education Requests / Ratifications: Information Technology. 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 Jones and Commissioner Perry with Commissioner Gibson abstaining. It is ordered by the Court that said Travel Request be, and the same is hereby, approved by majority vote.



WACO, TEXAS

LISA FETSCH
DIRECTOR - INFORMATION TECHNOLOGY
500 COLUMBUS AVENUE
WACO, TEXAS 76701-1388

March 4, 2016

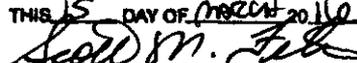
To the Honorable Commissioners Court:

Chaquinta Fisher and McLennan County have been given a very special opportunity to participate in the Civic Plus Annual Summit. This is an all-expense paid on-site event April 21-22 in Manhattan, KS. A select group of clients are invited to work with the Civic Plus Leadership Team to voice concerns, brainstorm new ideas and discuss common issues and potential solutions with their peers.

I consider this an honor that through Chaquinta's interactions and feedback to Civic Plus, that she has received this invitation and highly recommend her participation. We have tremendously enjoyed working with this group and appreciate their attention to our needs. I am seeking your permission to accept this invitation.

Respectfully,

Lisa Fetsch

APPROVED BY COMMISSIONERS COURT
THIS IS DAY OF MARCH 2016

COUNTY JUDGE

FILED: MAR 15 2016

J.A. "ANDY" HAHWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowen DEPUTY

ORDER ACCEPTING:

MONTHLY REPORT, JANUARY 2016
RE: CHILDRENS' PROTECTIVE SERVICES BOARD

On this the 15 day of March, 2016, came on for consideration the matter of Childrens' Protective Services Board: Monthly Report, January 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry with Commissioner Gibson abstaining. It is ordered by the Court that said Report be, and the same is hereby, accepted by majority vote.

Childrens' Protective Services Board
 Detailed Transaction Report
 1/1/2016 - 1/31/2016

Community Bank Acct# XXXX0161

Rate: 0.000%

Beginning available balance 1/1/2016 \$14,049.70
 Revenue \$0.00
 Expenditures: \$940.58
 Voided items: \$0.00
 Ending available balance 1/31/2016 \$13,109.12
 Outstanding deposits: \$0.00
 Outstanding withdrawals: \$120.65
 Account# XXXX0161 Ending bank statement balance \$13,229.77

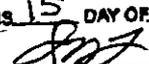
<i>Expenditures</i>					
Date	Check#:	Payee/Payer:	Budget object:	Comment:	Amount:
1/15/2016	1245	Walmart	Christmas Gifts: Foster Children		\$190.93
1/15/2016	1245	Walmart	Christmas Gifts Fund		\$641.00
1/27/2016	1246	Waco Transit	Transportation Expenses	Transport Biological Parents to Visitations	\$100.00
1/27/2016	1247	Jo Ann Nors	Office Supplies and Postage	Stationary supplies for thank you notes for Christmas donations.	\$8.65
Total Expenditures:					\$940.58
<i>Outstanding Items</i>					
Date:	Check#:	Payee/Payer:			Amount:
12/16/2015	1244	South Carolina DHEC			\$12.00
1/27/2016	1246	Waco Transit			\$100.00
1/27/2016	1247	Jo Ann Nors			\$8.65
Total Outstanding Items:					\$120.65

McLennan County Employees' Federal Credit Union Acct# X7050A

Rate: 0.350%

Beginning available balance 1/1/2016 \$1,508.27
 Revenue \$0.00
 Expenditures: \$0.00
 Voided items: \$0.00
 Ending available balance 1/31/2016 \$1,508.27
 Outstanding deposits: \$0.00
 Outstanding withdrawals: \$0.00
 Account# X7050A Ending bank statement balance \$1,508.27

Bill Helton, Treasurer
 Children's Protective Services Board

ACCEPTED BY COMMISSIONERS COURT
 THIS 15 DAY OF MARCH 20 16

 COUNTY JUDGE

FOR RECORDING

Section C: To consult with the professional staff concerning services to any child referred to the unit and regarding the general welfare of all children within the county.

Section D: To formulate and recommend a budget for the administration and maintenance of the McLennan County Children's Protective Services Unit.

~~*~~ Section E: To make monthly reports to the County Commissioners Court of receipts and expenditures, and services rendered.

Section F: To cooperate with all local, state, and national agencies in coordinating and promulgating the community program for the welfare of the children.

Section G: Cooperating with Children's Protective Services Workers in:

- (a) Developing local resources for child care.
- (b) Interpreting to the community the program as it develops.
- (c) Maintaining high standards of casework.
- (d) Safeguarding the confidential status of all social records.
- (e) Assuming responsibility to appear personally before the Commissioner's Court sessions as arranged by the Court and the Chairman of the Board.

ARTICLE X.

VOTING

The following methods of voting are acceptable: by voice, by show of hands, by mail or by email. Votes that are done by mail or email will be recorded in the minutes of the next meeting.

ARTICLE XI.

AMENDMENTS

The Bylaws may be amended by a two-thirds (2/3) vote of the members present and voting at any meeting of the Board provided that the proposed amendments have been presented to each member at least fourteen (14) days prior to the date of the meeting. Standing Rules and Policies may be amended or rescinded by a two-thirds (2/3) vote of the members present and voting at any meeting of the Board.

FILED: MAR 15 2018

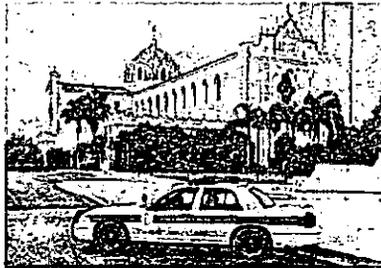
J.A. ANDY HANWELL, County Clerk
McLennan County, Texas
By Myrcatorz Gowan DEPUTY

ORDER ACCEPTING:

**RECORDING OF ANNUAL RACIAL PROFILING DATA REPORT
(REF: TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 2)**

RE: COUNTY SHERIFF

On this the 15 day of March, 2016, came on for consideration the matter of County Sheriff: Recording of Annual Racial Profiling Data Report (ref: Texas Code of Criminal Procedure, Chapter 2). Commissioner Perry made a motion to accept 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 Report be, and the same is hereby, accepted by majority vote.



McLennan County Sheriff's Office
 901 Washington Avenue
 Waco , Texas 76701

Memorandum

TO: Agency that Department Reports To
FROM: Sheriff , Parnell McNamara
DATE: January 8, 2016
SUBJECT: Annual Racial Profiling Data Report

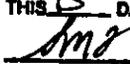
The McLennan County Sheriff's Office by way of this memorandum submits for your review the annual report pertaining to police activities, as required under Senate Bill 1074, Section 1, Chapter 2, of the Code of Criminal Procedure, Articles 2.131 through 2.138.

As this department has no video cameras mounted in each of its patrol cars, and follows the procedures under Article 2.132 for retention and random or periodic review of the tapes made of traffic stops, we are required to provide Tier Two information on an annual basis.

The following data has been retained and filed for analysis with this department for the period of January 1, 2015 through December 31, 2015.

Tier Two Report

Traffic stops in which a citation resulted:	2075
Race or ethnicity	
African American	318
Asian	10
Caucasian	1552
Hispanic/Latino	185
Native American/Alaskan Native	2
Native Hawaiian and Other Pacific Islander	3

ACCEPTED BY COMMISSIONERS COURT
 THIS 15 DAY OF MARCH 2016

 COUNTY JUDGE

For RECORDING

Other	5
-------	---

The current population of Waco is residents as presented by the United States Census. The population demographics of Waco are:

Race or ethnicity	
African American	0
Asian	0
Caucasian	0
Hispanic/Latino	0
Native American/Alaskan Native	0
Native Hawaiian and Other Pacific Islander	0
Other	0

A total of 2075 citations were issued as a result of traffic stops, based on the total population reported for the city, the following percentages reflect the racial makeup of persons stopped.

Race or ethnicity	
African American	15.33%
Asian	0.48%
Caucasian	74.80%
Hispanic/Latino	8.92%
Native American/Alaskan Native	0.10%
Native Hawaiian and Other Pacific Islander	0.14%
Other	0.24%

A total of 2075 citations were issued as a result of traffic stops, the following numbers reflect the search and arrest makeup of persons stopped.

Total Searches	73
Consensual	8
Probable Cause	56
Contraband Found	33
Arrests	39
Felony	0

Misdemeanor	0
Traffic	11
Release	208
Ticket	384
Warning	1595

A total of 2075 citations were issued as a result of traffic stops, the following numbers reflect the Violation makeup.

Criminal Investigation	615
Hazardous Traffic	443
Non-Hazardous Traffic	765
Speeding	408

A total of 2075 citations were issued as a result of traffic stops, the following numbers reflect the Locations of the stops.

- 7592 OLD MARLIN RD
- BARRETT LN @ DEAD END
- BARRETT LN @ DEAD END
- LOOP 340 & I-35
- HWY 31/ N. PLEASANT HILL
- I-35 & HWY 6
- E 84/ LONG PKWY
- N ROCK CREEK RD/ ROCK CREEK RD
- HWY 84- BOSQUE LN
- NORTH RIVER CR/ MY LANE
- BAYLOR CAMP RD/ CHINA SPRING RD
- ELM MOTT LN/ OLD DALLAS
- 5TH/ JACK KULTGEN
- HOBY & SPRING VALLEY
- COLCORD & BELLMEAD DR
- LOOP 340 & GHOLSON
- SUN VALLEY & HEWITT DR
- ELM MOTT LN/ N CHARLES ST
- GHOLSON ROAD/ BEVERLY COX DR
- LEROY PKWY/ LULA BELL
- NEW DALLAS & LOOP 340
- 9485 GHOLSON RD

W. HWY 84 & OAK CREEK CIR
GARRISON ST. & ELM ST
IH-35 & 340
ROSS RD/ I35
SPRING VALLEY/ MACKEY RANCH
CROSSROADS BAPTIST CHURCH
445 HONEY LN
ROCK CREEK ACCESS
E HWY 6 @ TEHUCARANA CREEK
LOOP 340/ INDUSTRIAL
NTH RIVER CROSSING @ CHINA SPRING RD
LAKESHORE & I-35
10500 BLK GHOLSON RD
E. TEXAS & N. DOUGLAS
E. TEXAS & 7 MILE LN
HWY 184 & BATTLE LAKE
N HWY 6 @ MCLAUGHLIN
1112 BEND OF THE BOSQUE
COUNTY LINE PKWY/ LAKE FELTON
I35 NB
I35 NB
105 BADGER TRAIL
N LOOP 340 @ LAVEGA HIGH SCHOOL
E LOOP 340 @ TIMBERCREST
NEW DALLAS & MONTROSE
HWY 84 & LOOP 340
NORTH RIVER CROSSING/ HWY 6
NORTH RIVER CROSSING/ YANKEE RD
E84/ COUNTY LINE PKWY
E84/ AVIATION
100 BLK E. INDUSTRIAL BLVD
933/ 308
LOOP 340/ HWY 84
LOOP 340/ HWY 77
HWY 84/ 317
100 BLK PAMELA
BLUFFVIEW/ TIMBERVIEW
1651/LONE STAR DR
HWY 84/SPEEGLEVILLE RD
BELLMEAD DR/MICHIGAN

HARRISON/HOGAN
400 BLK 164
S U PARKS/WEBSTER
S U PARKS/2ND ST
CONCORD/VICTORIA
S LOOP 340/S 3RD ST
3688 BIRDIE LN
LOOP 340-500 BLK
LAKESHORE & INDUSTRIAL
MESQUITE TREE & 308
308 & KELINSKE RD
933 & 340
IH 35 SB
FM 933/ W CRAVEN
HWY 84/CONCORD RD
NEW DALLAS HWY & MONTROSE
LOOP 340/HANNAH LN
E HWY 6/CIRCLE P
N RIVVER CROSSING/CHINA SPRING RD
W ELM MOTT DR/MEIXNER RD
CHINA SPRING RD/BOB JOHNSON
LAKESHORE/NEW DALLAS
LOOP 340/HWY 84 W
HWY 84/YANKEE
HWY 6/TWIN BRIDGES
SPEEGLE RD/LAZY ACRES
COUNTY LINE PKWY/N BIG CREEK RD
HWY 164/BATTLE RD
SPRING VALLEY/COTTON BELT
PIONEER PKWY/HORSESHOE BEND
GHOLSON RD
GHOLSON RD/E BELL RD
COUNTY LINE PKWY
FRANKLIN/22ND
LEROY PKWY/WILLOW DALE
CHAPEL RD/HUMBLETON
SPEEGLEVILLE RD/MAPLE SHADE
27TH/WACO DR
GHOLSON RD/WILDCAT CIRCLE
1210 NEW DALLAS

1100 BLK E LAKESHORE DR
HWY 6/OVERFLOW RD
N HWY 6/SPEEGLEVILLE RD
WORTHAM BEND/ROCK CREEK
OLD CHINA SPRING/ISH
FRANKLIN AVE/6TH ST
N HWY 6/MCLAUGHLIN
HWY 31/RILEY RD
CARON/MOONLIGHT DR
IH 35 SB @ MM 339
NEW DALLAS/E CRAVEN
9TH/AUSTIN AVE
IH 35
CHINA SPRING RD/SANDY LN
COUNTY LN PKWY/LAKE FELTON
N RIVER CROSSING/PRESERVE PKWY
SB IH 35 EXIT 338B
N HWY 6/HWY 185
CHINA SPRING/PIONEER PKWY
S 3RD ST/RADLE RD
16700 BLK GHLOSON RD
CHINA SPRING RD/OLD CHINA SPRING RD
CHINA SPRING RD @ ELEMENTARY SCHOOL
933/ W CRAVEN
ROCK CREEK RD/OLD CHINA SPRING
LOOP 340/ELK RD
LOOP 340/BELLMEAD DR
BELLMEAD DR/KATY LN
OLD LORENA RD/WARREN RD
2500 BLK E LAKESHORE
LINCOLN CITY RD/FRONTAGE RD
BELLMEAD DR/E LOOP 340
E CREST/IH 35
NEW DALLAS/PARRISH
E CRAVEN/IH 35
NEW DALLAS/LOOP 340
2200 BLK 30TH
IH 35/N LOOP 340
OLD LORENA/HWY 84
CHINA SPRING RD/OLD CHINA SPRING RD

N LOOP 340/KENDALL LN
7TH/WASHINGTON
500 BLK WORTHAM BEND
HWY 185/PRESERVE PKWY
N PEARL/PROSPECT
NEW DALLAS/PARRISH
LASALLE/2ND ST
HERRING AVE/MLK
W HWY 84/VAL VERDE RD
SPEEGLEVILLE RD/W HWY 84
IH 35
25TH/WACO DR
4TH/WASHINGTON AVE
BAYLOR CAMP RD/APRIL LN
E HWY 6/OLD AXTELL TD
COUNTY PKWY/BIG CREEK RD
NEW DALLAS/FROST
16TH/LASALLE
IH 35 SB MM 328
84/SMITH RD
SB IH 35 ACCESS RD/GENEVA HALL
12000 BLK WORTHAM BEND
SPEEGLEVILLE RD/HWY 6
NEW DALLAS/HOGAN LN
FM 308/IH 35
SPEEGLEVILLE RD/MAPLE SHADE
SPEEGLEVILLE RD/WINDSOR
7000 BLK N RIVER CROSSING
308/NB IH 35 ACCESS RD
HWY 185/MY LN
OLD LORENA/CHAPEL RD
LOOP 340/DALTON
FM 933/LAKESHORE DR
1800 BLK WASHINGTON AVE
SPRING VALLEY/CHAPEL
KNIFE RIVER CONSTRUCTION
E LOOP 340/WILLIAMS RD
400 BLK HILLTOP
HILLTOP/IH 35
GHOLSON RD/HICKS

N LOOP 340/WALTON
665 BRAZOS OAKS
665 BRAZOS OAKS
WASHINGTON AVE/N 17TH
6001 W WACO DR
CHAPEL RD/CHAPEL HILL
3636 OLD MEXIA RD
107 CHESTER DR
6001 W WACO DR
8014 W HWY 84 #2070
4860 OLD DALLAS RD
4TH/AUSTIN
NB IH 35/333A
LOOP 340/HWY 77
IH 35/MEYERS LN
LOOP 34/IH 35
IH 35SB 4TH ST EXIT
CHINA SPRING/YANKEE
HWY 6/CANYON OAKS
HWY 185/NO. 10 DOWNING
LASALLE/11TH ST
6TH/WACO DR
WORTHAM BEND/ZIEGLER LN
7000 BLK N RIVER CROSSING
6001 W WACO DR
6001 W WACO DR
6001 W WACO DR
6001 W WACO DR
112 BROOKHAVEN
SUNNY LN/SPEEGLEVILLE RD
FAULKNER/PRESTON
BOB JOHNSON/FM 1637
IH 35
LOOP 340/HWY 77
GHOLSON RD/WINDING OAKS
HWY 6/TWIN BRIDGES
2500 BLK LAKESHORE DR
IH 35
HWY 84/HEWITT DR
1100 N LOOP DR

WORTHAM BEND/OAK GROVE LOOP
IH 35/VALLEY MILLS DR
6TH/MARY
194 BOB JOHNSON
GHOLSON RD/FM 308
IH 35/NEW ROAD
5500 N RIVER CROSSING
N RIVER CROSSING/PRESERVE PKWY
700 BLK OLD DALLAS
HWY 84/BOSQUE LN
SB IH 35/EXIT 334
4500 BLK N RIVER CROSSING
HWY 185/DOSHER
DALLAS/WACO DR
E HWY 84/AVIATION PKWY
1024 AUSTIN AVE #207
LAKESHORE/GHOLSON RD
840 N ROCK CREEK RD
BUS STATION ON 8TH ST
TOM LEDBETTWE/MCLENNAN CROSSING
607 OLD COUNTRY RD
607 OLD COUNTRY RD
THOMPSONRD/NEIGHBORS CIRCLE
607 OLD COUNTRY RD
JJ FLEWELLAN/GHOLSON RD
HWY 31/S PLEASANT HILL RD
BUSH'S CHICKEN
E HWY 84/BOYS RANCH RD
BUSHES CHICKEN @ HWY 185/HWY 6
SPEEGLEVILLE RD/ASHLAN
1000 BLK WORTHAM BEND
1000 BLK WORTHAM BEND RD
5245 HERITAGE PKWY
TPL PARK 1
N 6TH ST/BOSQUE
PIONEER PKWY/HORSESHOE BEND
NB IH 35/LOOP 340
464 MOSS RD
NB IH 35
308/933

AXTELL FOOTBALL FIELD
AXTELL FOOTBALL FIELD
2001 MARLIN HWY
135 BUTTERCUP
NB IH 35 EXIT 342A
NB IH 35 MM 341
NB IH 35 EXIT 333A
12000 BLK CHAPEL RD
12000 BLK CHAPEL RD
3000 BLK E LOOP 640
1187 HAMILTON
N IH 35
WACO DR/OLIVE ST
SB IH 35
SB IH 35
IH 35
NB IH 35
IH 35
NB IH 35
NB IH 35
NB IH 35
NB IH 35
SB IH 35
SB IH 35
SB IH 35
SB IH 35
NB IH 35
NB IH 35
OLD LORENA/CHAPEL
HWY 84/BOSQUE LN
IMPERIAL/VENTURE DR
8TH/LA SALLE
SPRING LAKE/NEW DALLAS
NEW DALLAS/LAKESHORE DR
IH 35/HEWITT DR
N KATY LN
UNIVERSITY PARKS DR/E TINSLEY
NB IH 35 MM 334
NB IH 35 EXIT 321
SB IH 35 EXIT 333A
NB IH 35 EXIT 335B

NB IH 35 EXIT 336
SB IH 35
BELLMEAD DR/LOPP 340
NB IH 35 EXIT 338A
NB IH 35 MM 337
NB IH 35 EXIT 334A
SB IH 35 EXIT 328
NB IH 35 EXIT 342B
SB IH 35 MM 343
SB IH 35 MM 346
SB IH 35 EXIT 333A
N HWY 6/BATTLE CREEK
FM 933/W CRAVEN
933/308
HOGAN LN/MONTROSE
MOSLEY/GREENBRIAR
5TH/MARY
W ELM MOTT DR/TURTLE COVE
4400 BLK ORCHARD LN
E LOOP 340/ORCHARD
9TH/AUSTIN AVE
LOOP 340
NB IH 35
LOOP 340/IH 35
CENTURY/REGAL
1823 SOUTHERNVIEW
OLD LORENA RD/CHAPEL RD
1637/PIONEER PKWY
933 W CRAVEN
E OLD AXTELL/N 8TH ST
CEDAR RCK/SPEEGLE
IH 35
CHINA SPRING RD
UNIVERSITY PARKS/HILLARD LN
ELM MOTT DR
3RD/FRANKLIN
KIOWA/HEWITT DR
GARDEN/ROBINSON DR
36500 BLK W HWY 84
3600 OLD LORENA RD

3400 BLK HWY 6
SB SERVICE RD/ROSS RD
E LAKESHORE DR/GHOLSON RD
BELLMEAD DR/WILLIAMS RD
INDUSTRIAL/GHOLSON RD
GHOLSON RD/W ELM MOTT
13000 BLK CHINA SPRING RD
N RIVER CROSSING/MY LANE
11000 BLK CHINA SPRING RD
N RIVER CROSSING/CHINA SPRING RD
933/GREENWOOD LN
OLD LORENA RD/BLUEBONNET
S LOOP 340/UNIVERSITY PARKS
S LOOP 340/S UNIVERSITY PARKS DR
E TINSLEY/UNIVERSITY PARKS DR
UNIVERSITY PARKS/E TINSLEY
IH 35/18TH
CEDAR ROCK PKWY/1700 BLK
HWY 933/W CRAVEN AVE
OLD MARLIN RD
W HWY 84/COTTONBELT PKWY
GHOLSON RD/OLD FT GRAHAM
IH 35 MM 346
194 BLAKE LN
5563 OLD LORENA RD
5563 OLD LORENA RD
5563 OLD LORENA
4000 BLK COUNTY LN RD
4000 BLK COUNTY LINE RD
E HWY 6/TEHUACANA CREEK
GHOLSON RD/JJ FLEWELLEN
E INDUSTRIAL/NEW DALLAS
S UNIVERSITY PARKS/LOOP 340
LAKESHORE/IH 35
BEHRENS/NEALTON
MLK/STEINBECK BEND
MLK/CAMERON PARK
FM 1637/WORTHAM BEND
11TH/WACO DR
LAKESHORE/GHOLSON RD

899 HODGE RD
N UNIVERSITY PARKS DR/JEFFERSON
HWY 84/S VICHA
LOOP 340/HWY 77
SPRING VALLEY RD/TOWER
SPRING VALLEY RD/TOWER RD
SPRING VALLEY RD/TOWER RD
LOOP 340/HWY 84
1200 BLK W ELM MOTT DR
DUNBAR/DALLAS
HWY 185/PRESERVE
HWY 31 WB/WHISKEY HILL
IH 35
COUNTY LINE PKWY/LAKE FELTON PKEY
7900 BLK N RIVER CROSSING
77/PRIMROSE
FM 185/1637
5TH/MARY
SB ACCESS 35 @342 B
106 CHESTER DR
1403 HAMILTON DR
N JACK KULTGEN EXPW/MLK
E HWY6/1860
NEW DALLAS/BERHENS
GHOLSON RD/OLD FT GRAHAM
SALEM WAY/CHINA SPRING RD
106 CHESTER DR
HWY 6/BAGBY
BELLMEAD DR/LOOP 340
NEW DALLAS HEY/SPRING LAKE
NB SERVICE RD/LINCOLN CITY
HOGAN LN/BEHREN CIRCLE
GHOLSON RD/BRAZOS OAKS
6809 MACKY RANCH RD
S UNIVERSITY PARKS/DONALDSON
CHINA SPRING RD/CLOVERLEAF
OLD LOREAN RD/MORNING DOVE
SPEEGLVILLE RD/WINDSOR WAY
HEWITT DR/KIOWA
OLD DALLAS-IN FRONT OF CONALLY ISD

OLD DALLAS HWY
SPEEGLEVILLE RD/PALOMA DR
LOOP 340/3RD ST
E HWY 84/MAMMY LN
CLIFTON/WACO DR
104 POSSOMS END
S. UNIVERSITY PARKS/LOOP 340
5TH/CLAY
12TH/IH 35
SHERMAN ST/FAULKNER
FRANKLIN AVE/N VALLEY MILLS DR
IH 35/NEW ROAD
N HWY 6/SPEEGLEVILLE RD
N ROCK CREEK RD/ROCK CREEK
6075 GHOLSON RD
FM 308/MEQUITE TREE RD
WEBSTER/10TH
FM 933/TOKIO RD
CHAPEL RD/MEADOW MOUNTAIN
IH 35 SB @ MM 330
OLD DALLAS RD/W BRYANT
700 BLK S OLD DALLAS RD
LEROY PKWY/KELINSKE
GHOLSON RD/OLD FT. GRAHAM RD
800 BLK SPEEGLE RD
600 BLK SPEEGLE RD
ROCK CREEK RD/LAWHON LN
CHINA SPRING RD/ COUNTRY AIRE DR
LAKESHORE DR E GHOLSON RD
UNIVERSITY PARKS/LASALLE
4408 ROGERS HILL RD
4408 RODGERS HILL RD
MACKEY RANCH RD/W 3RD ST
4400 BLOCK BAGBY
BAGBY/GATEWAY
17TH BLAIR
HWY 164/7 MILE
FRANKLIN & 4TH
JACKSON LN/1700 BLK
8TH WASHINGTON

IH 35 NORTH BOUND 341
HWY 84 & WILLIAMS DR
15131 N IH 35 (IH 35 RV PARK)
15131 IH 35
15131 IH 35
E HWY 6/W LAKE CROOK RD
4300 GHOLSON RD
WACO DR & 38TH
TWIN BRIDGES/HWY 6 S
IH 35 MM 333 NB
NEW DALLAS/CRAVEN
LASALLE & S 13TH
366 EASY RD
DELLMAN DR & LOOP 340
GHOLSON RD & HERRING
GARRISON & E WACO DR
21ST & LASALLE
303 RABBIT RUN RD
IH 35 SB SR/ E CRAVEN
603 BEAVER LN RIESELE, TX
E LAKECREEK/ BALLMAN
IH 35 NB @ MM 319
3900 BLACK FT GRAHAM RD
OLD LORENA/SEYMOUR DR
1100 BLK HWY 77
605 RISE ROAD RIESEL TX 76682
400 BLOCK OF NTH ROCK CREEK LP
603 BEAVER LN
603 BEAVER LN
603 BEAVER LN
603 BEAVER LN
WACO DR & CLIFTON
600 BLOCK WALKER
1100 BLOCK FARMILLER RD
1100 BLACK FARMILLER RD
2670 BURL LN LORENA TX
E HWY 54 W WILLIAMS RD
LEROY PK/COUNTY LINE
4000 BLOCK LAKE FELTON PKWY
500 BLK 8TH ST MOODY

PANTHERWAY & RAMADA
PANTHERWAY & LINDENWOOD
HWY 164C LIMESTONE/MCLENNAN LINE
GHOLSON RD & W BELL
204 SUMMERWIND LN
SPRING LAKE/ FM 0933
LAKEFELTON PKWY/ELK RD
WOOD AVE/ 17TH ST
mclaughlen w nth hwy 6
11500 blk china spring rd
china spring rd w bob johnson rd
7300 block nth hwy 6
china spring rd w flat rock
nth river crossing w n 10 downing
2400 blk speogleville rd
nth river crossing w eichelber crossing
7th & washington ave
waco dr & dallas
7th & washington ave
lp 340 600 blk
4th st & i35
lp 340 600 blk
3rd st & waco dr
old lorena/church rd
gholson re w greenwood ln
bellmead dr w williams rd
nb service rd w industrial
hwy 164 lone mile rd
chapel/brandyhill
laminant planty property
bellmead dr/ashleman
s university parks, lasalle
5th lasalles
12th/lasalle
4500 bl myers ln
leroy pkwy s mott st
hwy 6 loop 340
herring ave/gholson rd
IH 35 N/B MM 333A
COUNTY LINE PKWY/LAKE FELTON PKWY

END OF VALDEZ DR
933 SPRING LAKE RD
CHINA SPRING/LONE STAR DR
FM 185/PRESERVE PKWY
FM 185/ NO 10 DOWING
NORTH RIVER CROSSING W DOSIER LN
NORTH RIVER CROSSING PRESERVE PKWY
1700 BLK HOGAN LN
W LOOP 340 HWY 6
E HWY 84/TIROY RD
IH 35/LOOP 340
E HWY 84 TIREY RD
LINCOLN CTY
FLAT ROCK W CHINA SPRING RD
E TEXAS
FM 1637/WOUTLEMBORD
BOB JOHNSON/ FM 1637
200 BLOCK N KATY RD
1601 HERITAGE PARKWAY WEST,TX
lasalle & university parks
gholson rd @fm 308
20066 nb 1h35 west, tx
old lorena/chapel rd
garden dr/ 4th street
imperial & central tx pkwy
lasalle/3rd
843 honey ln
7 & lasalle
industrial/ old dallas
new dallas/parvish
gholson rd/herring
sb ih 35 @ mm 333a
s i35 & mlk
hwy 77/svc ellen ln
1200 blk mclennan crossing
victorious life church
steinbeck/rock creek
baylor camp/fm 1637
hwy 77 & e craven
robinson dr & loop 340

194 blake lane
rock creek/haskel
1637/prickly pena
baylor camp/fm 1637
primrose/18th
herring ave/jj flewellen dr
petit rd/ n rock creek rd
sb i35
hwy 84/michigan st
baylor camp/higginbotham
hwy 164 @ aycock ln
e loop 340 w bellmead dr
big creek rd & county line pkwy
3201 e hwy 6
horseshoe bend & pioneer pk
19th & lakeshore
6th & clay
100 blk 1st st
300 blk speegle road
north river crossing/next to highschool
north river crossing/china spring hwy
north river crossing/china spring hwy
main st/old dallas
I 35 SOUTH/EXIT 334
CHINA SPRING S RD/TRACEY DR
MCGREGOR/BROOKSHIRE
GHOLSON RD W BLUFFVIEW DR
SB IH35 MM 353
STORAGE BUILDING/ELK RD
NAE & HWY 6
1900 BLOCK MONTROSE AVE
8364 N HWY 6
114TH GREEN TREE
CZECH STOP
EASTLAND/UNIV PARKS
4TH ST/COLUMBUS AVE
11TH ST & WASHINGTON AVE, WACO, TX 76701
1400 BLK WAGNER
I35/343 EXXON
CEFCO ON IMPERIAL

11700 BLK E HWY 84
500 BLK 8TH ST MOODY
39TH & HERWOT
ELK STORAGE
ELK STORAGE
GAS PUMPS 7TH/WASHIGTON
4716 COUNTRY AVE
500 BLOCK 8TH ST MOODY
500 BLK 8TH ST MOODY
500 BLK 8TH ST MOODY
3211 E TOURS RD
3211 E TOURS RD
TP & L #4
6000 BLK FM 1858
MAZANEC RD/SOLITUDE RD
OLD MEXIA RD E HWY 84
COUNTY LINE RD/THOMPSON
200 BLOCK NTH KATY RD
TP & L #1
TP & L #1
CHURCH ROAD
UNDER 18TH ST BRIDGE
UNDER 18TH STREET BRIDGE
CHURCH ROAD
1300 BUCKELLEN
BELLMEAD DR & LOOP 340
3695 OLD AXTELL RD
HWY 164 & 7 MILE LN
SPRING LAKE/FM 933
BRAZOS OAKS DR /W GHOLSON RD
YANKEE RD & FLAT ROCK BOAT RAMP
4200 HARRISON
LOOP 340/ORCHARD LN
3600 BLK N LONE STAR PARKWAY
19TH & LAKESHORE DR
NEW DALLAS HWY W AVE A
IH 35/LOOP 340
HWY 84/ROY BETTY LN
FM 308/MEIXNER RD
LOOP 340/HWY 77

1000 BLK OLD LORENA
9900 CHINA SPRING RD
9500 BLK CHINA SPRING
7TH & WASHINGTON
ELM MOTT LN/ MEIXNER
HWY 84/ WILLIAMS
sb i 35 mm 346
366 easy rd
hwy 164/ 1 mile ln
202 calvary ln bellmead
e hwy 84 w aviation pkwy
9th & columbus
china spring rd/aggie way
china spring rd/washington ave
old lorena rd/church rd
chappell hill/ loop 340
4700 BLOCK E HWY 6
MONTHIE RD
NORTH RIVER CROSSING W NTH HWY 6
GHOLSON RD W GREENWOOD LN
CHINA SPRING RD STEINBECK BEND DR
I35 S/B 338B
LOOP 340 & I35 BELLMEAD
LEROY RD/BEAVERS RD
BELLMEAD DR/BOSTON ST
HWY 6/ TOM LEDBETTER
665 MONTHIE RD
NEW DALLAS/BEHRONS CIRCLE
HERRING ST & MLK
1899 WESLEY CHAPEL RD
471 DARWIN HALLSBURG, TX
471 DARWIN
7562 ROCK CREEK RD
7562 ROCK CREEK RD
7562 ROCK CREEK RD
ih35 n mm 346 sb
7000 blk gholson rd
gholson rd /w bluffview dr
shelton st/hogan ln
n katy dr/ dewberry

new dallas/montrose
1900 blk montrose ave
hwy 84 & selby ln
s u parks/donaldson ln
471 darwin st waco, tx
901 washington ave
shelby ln/ old mexia rd
nb ih 35 access rd/ new dallas
boat ramp/hall dr
boat ramp/hall dr
8896 nth hwy 6
sb ih35 mm 353
bellmead dr @ texas
i-m933/virginia
5467 rogers hill road
china spring rd/ old china spring rd
old lorena w hwy 84
4th & clay court
herring ave/gholson
fm933/ old ft graham
new dallas w industrial
new dallas
ih 35 nb mm 338
901 washington ave
gholson rd & evans
old lorena & chapel road
sb ih 35 service rd/s old temple rd
933/spring lake rd
ashleman st & bellmead dr
300 blk leroy park
new dallas/lake shore
fm 1637/saddle creek
5347 old mexia rd
1184 idlewood waco, tx
1100 warran rd
1100 warren rd
fm 164 & s hanath kuehl rd
516 casa del rancho
625 warren rd
625 warren rd

625 warren rd
old school pkwy
1300 blk old mexia rd
loop 340/u parks
irving lee st/belmont dr
lakeshore/gholson
coralee ln/hwy 317
bugby/tx central pk
gholson rd/hicks dr
mlk /carver
old lorena /hwy 84
933/308
847 petit rd waco tx
130 harper lane elm mott
hwy 77/loop 340
new dallas/meyers lane
5000 blk county lane parkway
2288 compton school rd
2288 compton school rd
gholson rd/hicks
fm 1637/wortherford
lasalle/9th
84 /williams
hwy 84/ roy beatty ln
old lorena, church rd
end of mclaughlin rd
n hwy 6 blk 8500
5th street and i35 access
337 s mclennan lp
new dallas/lp 340
loop 340/hwy 84
clifton & conner
hwy 6 @wolf ln
4000 n lonestar pkwy
waco dr & garrison
loop 340/greenbriar dr
5000 blk gholson rd
china spring rd/wortham bend
2200 blk spring valley
4000 blk franklin ave

3400 blk n 19th
gholson rd audrey ave
154 partners
104 laurel oaks lane
1594 water well rd
i 35
hwy 6 /north river crossings
e tows/ih 35 nb
4503 battle lake rd
8000 blk gholson rd
15300 blk gholson rd
hwy 6/waco dr
400 blk lakeshore dr
3600 gholson rd
sb ih35 & u parhs
orchard ln e spring st
140 leon dr
new dallas/behrens circle
new dallas/ james blvd
fm 1637/tree lake
8300 blk rock creek rd
gholson rd
mclaughlin/sann ann
franklin/lake air
lasalle/u parks
114 old home place axtell, tx 76624
13200 blk wortham bend rd
n river xing/china spring rd
china spring rd/steinbech rd
n hwy 6/ n river xing
johnson/lincoln blvd
steinbeck/bogek
china spring rd/pioneer pkwy
new dallas/hogan ln
new dallas/behrens cir
hwy 6/185
old dallas/bluhmood
old dallas & hilltop
400 blk elk rd
5600 blk s 3rd st

oakdale/mazanec
3300 blk mazanec rd
135 s mclennan dr
1838 ft graham rd
boys ranch/w old axtell
600 beaver lake rd
bagby/chambers creek
4200 bl/old mexia
e loop 340/compton ln
steinbeck bend e bogey ln
primrose/robinson dr
933/spring lake
loop 340/bellmead dr
s mott/ e long
loop 340/hwy 6
hwy 177/ e foster
hwy 177/loop 340
loop 340/hwy 77
u-parks/ rosenfeld rd
china spring high school
101 woody ray dr
hwy 6 @ tehuacara ck
n 19th st/ lake shore dr
lp 340/ elk rd
fm933/lakeshore dr
ih35
500 blk teaguerd
hwy 84/ bulldog ln
i35 sb 333a
9TH WASHINGTON AVE
ROSENFELD RD/TRINITY MATHEWS
ROSENFELD RD/TRINITY MATHEWS
ROSENFELD RD
300 BLK DOSHER LN
9TH WASHINGTON
5TH HERRING
CHINA SPRING/WASHINGTON
CHINA SPRING/STEINBECK BEND
E LOOP 340/MARLIN HWY
LOOP 340 E TIMBERCRES

LOOP 340 & HWY 6
101 WOODY RAY DR
DUTTON, 2ND ST
1400 BLK HALLSBURG RD
CHINA SPRING RD/ WASHINGTON
NORTH RIVER XING HANKIE RD
544 ROSENFELD RD
718 ELESHA LN BURCEVILLE TX
HWY 6. TEHUACANA CREEK
HWY 31/BOYS RANCH
CHINA SPRING/ NORTHERN BEND
SPRING VALLEY/JOYLYNN
WACO DR C VALLEY MILLS DR
W ELM MOTT DR/ BLOCK 1500
AUSTIN AVE/ W WACO DR
I35
4000 BLK GHOLSON RD
LP 340 @ 12 ST
OLD LORENA & SPRING VALLEY
UNIV PARKS /JEFFERSON
11ST & WASHINGTON AVE
N I35/EXIT 342
FM 933/ LAKESHORE
84 & OLD LORENA
UNIVERSITY PARKS DR/ LASALLE
700 BLK SPRING VALLEY
HWY 84/ WILLIAMS
ih35 nb sr c fm 2847
hwy 84/farmuien rd
hwy 6 & hwy 84
bob thompson/old china spring rd
loop 340/ s lacy
250 summer harvest
700 blk wesley chapel
1965 HAJEK LN
ROSENFELD RD/UNIVERSITY PK
ROSENFELD/UNIVERSITY PKWY
OLD MARLIN/NEW BRIDGE
817 S LOOP 340
300 BLK WESTGATE

135 S MCLENNAN LOOP
135 S MCLENNAN LOOP
HWY 84/31 SPLIT
W ELM MOTT DR/OLD DALLAS
W ELM MOTT DR/OLD DALLAS
W HWY 84/BOSQUE LN
1100 BLK SUNDOWN
1100 BLK SUNDOWN
1100 BLK SUNDOWN
1100 BLK SUNDOWN
ROSENFELD/UNIVERSITY
ROSENFELD/UNIVERSITY PARKS DR
JJ FLEWELLEN/GHOLSON RD
9010 HIDDEN BLUFF
312 FROSTDALE
112 PRESLEY
3201 E HWY 6
3201 E HWY 6
MCLENNAN CO JAIL
369 WINDING OAKS
248 FLOYD RD
HEWITT DR/OLD MCGREGOR
VICTORIA/HARRISON
33RD/WASHINGTON AVE
LOOP 340/12TH ST
LOOP 340/IH 35
BAYLOR CAMP/APRIL LN
I 35/VALLEY MILLS DR
N HWY 6/BOSQUE BLVD
NB IH 35
CHINA SPRING HWY/WASHINGTON LN
544 ROSENFELD RD
544 ROSENFELD RD
I35 SB
IH 35/LOOP 340
IH 35/LOOP 340
E HWY 6/TEHUACANA CREEK
WOODGATE
HERRING/MLK
STEINBECK BEND/SYDNEY DR

276 HAPPY SWANER
hwy 77/potts interchange
old lorena/mourning dove
LACLEDE & PARRISH ST
7000 BL-GHOLSON RD
U PARKS/ LOOP 340
NEW DALLAS/ SPRING FLOWER
1300 BLK NEALTON
308 & 933
MLK & LAKESHORE
227 CINDY ANN ST
I35/DALLAS HWY
AIRBASE RD/SHADY OAKS
OLD FORT GRAHAM RD/FM 933
RANGE RD/WORTHAM BEND
272 BEAVER LN
FM 308/OLD DALLAS
NB IH 35 349
I-35 S. SERVICE RD & HILL TOP
LOHOIST INDUSTRIES CRAWFORD, TX
IH 35 N/B MM 342A
N.RIVER CROSSING @ PRESERVE PKWY
NORTH RIVER CROSSING @ CHINA SPRING HIGH SCHOOL
OLD CHINA SPRING RD @ CHINA SPRING RD
OLD DALLAS/ELM MOTT LN
LOOP 340/HWY 77
HWY 77/LOOP 340
NB SR MM 328 IH 35
330 JENNIFER LN
330 JENNIFER
5900 BLK GHOLSON RD
3100 BLK LEROY PKWY
BELLMEAD DR/WILLIAMS
SELBY LN/HWY 84
352 TRAMMEL RD
8930 OLD DALLAS HWY
352 TRAMMEL, MOODY
352 TRAMMEL RD
PAMELA AVE/GHOLSON RD
12566 GHOLSON RD

GHOLSON/ANTHONY
GHOLSON/GREENWOOD
LAKESHORE DR/EDD STEINBECK
756 RANDY DR
436 DONALDSON LN
436 DONALDSON LN
3421 E.HWY 6,WACO,TX 76705
186 WINDING OAKS
WILDCAT CIRCLE/RIVER RD
WILDCAT CIR/RIVER RD
544 ROSEFELD RD WACO TX 76706
IH 35 NB 330 B
SB IH 35 MM 334
SB IH 35 EXIT 323
S.NEW DALLAS/BEHRENS CIR
461 JACKSON LN
1300 BLK N. DAVIS
N. OLD ROBINSON & NEW RD
1420 OLD SCHOOL PK
N.19TH ST/LAKESHORE DR
148 LEISURE VALLELY RD
OLD MCGREGOR @ YUCCA
933/LAKESHORE DR
N.RIVER CROSSING @ NO.10 DOWNING
GHOLSON RD @ IDLEWOOD LN
8759 CEDAR ROCK PKWY
26TH/FRANKLIN
COUNTY RD PARK 3
PARK ROAD 3
GHOLSON/GREENWOOD
CHINA SPRING RD
125 BEDROCK TR
N. IH 35
136 ASHTON PAIGE
E. LOOP 340/ELK RD
200 ILLNOIS AVE
11TH ST/JEFFERSON
1966 LEVI PK LORENA
BSR CABLE PARK
3601 OLD MARLIN RD

BANK OF AMERICA VALLEY MILLS DR
15833 OLD CHINA SPRING RD
BAYLOR CAMP RD BRIDGE
6300 BL. GHOLSON RD
LEROY PKWY @ GERALD LN
W. BIRCH @ OLD DALLAS
16095 OLD CHINA SPRING RD
LOW WATER CROSSING @ SPRING LAKE RD
LOW WATER CROSSING ON SPRING LAKE RD
BOYS RD/MONTHIE RD
600 SOMMERFELD DR
5470 OLD DALLAS RD
ROSS RD/IH35
406 W SHOOL
16976 GHOLSON RD
1261 OLD DALLAS
HWY 6/OLD ROBINSON RD
6901 MEDICAL PKWY
1400 N KATY RD
9TH/WASHINGTONA VE
933/E LAKESHORE DR
243 POSSUMS END
342 MENCHACA
4TH/FRANKLIN
SPEEGLEVILLE RD/RIVER OAKS
HWY 77/GOLINDA
LEROY PKWY/IH 35
COUNTY LINE PKWY/COTTONWOOD
LOOP 340/HWY 77
132 PANDI LOOP
LAKESHORE DR/GHOLSON RD
246 WOLF LN
W LEO ST/OLD DALLAS
W LEO ST/OLD DALLAS
NORTH LOOP 484/LOOP 340
GHOLSON RD/BLUFF LN
WHITE ROCK/AUDREY
LOOP 340/HWY 77
NEW DALLAS/SKY
SB IH35 MM 338

1061 BOSQUE RIDGE RD
2826 FLAT ROCK RD
8TH/AUSTIN
N ROCK CREEK/WORTHAM BEND
223 PATRICK RD
CHINA SPRING/FLAT ROCK
12815 CHINA SPRING RD
603 BEAVER LN
2600 BLK ZACHARIUS
UNIVERSITY PARKS/IH 35
KATY LN/CARLA
HWY 84/SANTA FE
HWY 84/SANTA FE
HEWITT DR/REGAL
HWY 77/INDUSTRIAL
HWY 77/INDUSTRIAL
CHINA SPRING RD
400 N ROBERTS
1100 BLK OAKLAWN
1100 BLK OAKLAWN
1100 OAKLAWN
5TH ST/ IH35
1100 OAKLAWN
BLUFFS DR/GHOLSON RD
IH35/LOOP 340
318 BAESE RD
318 BAESE RD
318 BAESE RD
ORCHARD LN/LOOP 340
TOKIO RD/BOB WHITE WAY
HERITAGE PKWY
4600 BLK GHOLSON RD
4600 BLK GHOLSON RD
HWY 84.LOOP 340
LONESTAR PKWY/AUSTIN ST
LONGHORN PKWY/E OLD AXTELL
HWY 31/RUDY RD
N RIVER CROSSING/PRESERVE PKWY
WACO DR/CLIFTON
FRANKLIN/UNIVERSITY PARKS

NB IH 35
IH 35/UNIVERSITY PARKS
SPEEGLE/WILLOW GROVE
WACO DR/14TH ST
7000 BLK OLD FISH POND RD
3201 E HWY 6
N VICKA/HWY 84
LONGHORN PKWY/HWY 31
900 BLK OLD LORENA/COTTON BELT TRL
HWY 84/LOOP 340
933/BEVERLY COX
E LAKESHORE DR
933/E LAKE SHORE DR
IH 35 NB
E HWY 6/NEW DALLAS
SPEEGLE/SPEEGLEVILLE RD
IH 35 SB
IH35
3803 PECAN LN
IH 35 SB
IH 35 SB
CHINA SPRING RD/AMY JOY
E OLD AXTELL/LONGHORN PKWY
HWY 77/FROST
INDUSTRIAL/GHOLSON
700 S OLD DALLAS RD
WACO DR/6TH ST
E LAKESHORE DR/CARSON
2500 BLK LAKE SHORE DR
125 BRANDY HILL
901 WASHINGTON AVE
261 HORTON DR
IH 35 SB/17TH ST
IH 35 NB 336
357 6TH ST
353 BAVARIAN RD
3201 E HWY 6
LOOP 340/WILLIAMS RD
IH 35 SB MM 338
BUSINESS 77/BERHENS CIRCLE

1637/PIONEER PKWY
4553 E OLD AXTELL RD
8102 ROCK CREEK RD
NB IH35 MM 341
NB IH 35 MM 332
NB IH 35 MM 341
SB IH35 MM 333
SB IH 35 MM 338
WILDCAR CIRCLE/HAMILTON DR
2000 BLK MARLIN HWY
2000 BLK MARLIN HWY
IH 35 NB
IH 53
IH 35/LOOP 340
I 35 NB
I-35 SB
2006 ROBINSON DR
1901 VALLEY OAKS DR
I 35 NB
I 35 NB
I 35 NB
I 35 NB
I 35 SB
I 35 NB
100 B WESTERN DR
5151 N HWY 6
HWY 185/DOSHER LN
I 35 334 NB
HWY 6/1 MILE LN
350 I 35
I 35 SB
HWY 6/ORCHARD
I 35 NB
I 35 SB
LAKESHORE/ 19TH
CEDAR ROCK/OLE SCHOOL
OLD LORENA
NEW WINDSOR PKWY
5347 OLD MEXIA RD
5347 OLD MEXIA RD

IH 35
LOOP 340/ WILLIAMS
288 SPANNOS RANCH RD
288 SPANOS RANCH RD
I 35 NB
I 35 SB
GHOLSON/ROSS
2300 BLK OLD LORENA RD
I 35 U PARKS
NB IH 35 MM 335
4827 ROSS RD
3201 E HWY 6
FM 308 & OAKVIEW CIR
IH 35 & LOOP 340
BOYS RANCH RD @ 4 WINDS RD
IH 35 N @ 334
461 JACKSON LN
E LAKESHORE/CARSON
BOSQUEVILLE HS
HASKELL/ROCK CREEK RD
BOSQUEVILLE HIGH SCHOOL
OLD LORENA/SEYMOUR DR
LOOP 340/ELK RD
2500 BLK E LAKE SHORE DR
HWY 84/317
FM 185/YANKIE
749 TM WEST PKWY
HEWITT DR & LAREDO
301 LONDONDERRY
349 OATES LANE MART,TX
ORCHARD LANE & 77
700 BLK OLD DALLAS RD
700 BLK OLD DALLAD RD
400 S NEW DALLAS HWY
INDUSTRIAL NEW DALLAS
OLD DALLAS W ELM MOTT LN
SB IH 35 MM 378
NB IH 35 MM 341
NB IH35 MM 338
LOOP 340 HWY 6

LASALLE/UNIVERSITY PARKS
VALLEY MILLS/COBBS
1100 BLK PRAUSE RD
I 35 NB
I35/ U PARKS
CHINA SPRING HWY/ FLAT ROCK
1101 MCLENNAN AVE
LOOP 340/ U PARKS
18TH ST/AUSTIN AVE
S U PARKS/RADLE RD
ROCK CREEK/PIONEER PKWY
S FRONT ST/HATCH RD
N RIVER CROSSING/ 10 DOWNING
MARTIN LUTHER KING/FRANKLIN
LV ELM MOTT/GHOLSON RD
HWY 77 & I35
4th & clay court
s 3rd/ flying heart rd
lakeshore/gholson rd
JJ FLEWELLEN/GHOLSON RD
4281 OLD DALLAS RD
HWY 84/ ROY BEATTY LN
I35 SB
I35 NB
OLD SCHOOL/CEDAR PARK
ANDERSON/NEW WINDSOR UNDER BRIDGE
ANDERSON/NEW WINDSOR
AUSTIN AVE, 9TH STREET
1000 BLK AUSTIN
1000 BLK AUSTIN AVE
FOOD MART/ GHOLSON RD
LEROY PKWY/ ALTUS RD
LEWY PKWY/ALTUS RD
7000 BLK N HWY 6
LOW WATER CROSSING SPRING LAKE
LOW WATER CROSSING OF SPRING LAKE RD
LOW WATER CROSSING ON SPRING LAKE RD
LOW WATER CROSSING ON SPRING LAKE RD
LOW WATER CROSSING SPRING LAKE RD
150 WIND CHIME

315 LANE DR WACO, TX 76712
GENEVA HALL
GENEVA HALL
11000 LAKE FELTON PKWY
170 MID TEX RD LORENA, TX 76655
HWY 84/ N LONE STAR PARK
COLUMBUS/ 6TH STREET
LORENA BASEBALL FIELDS
LORENA BASEBALL FIELDS
LORENA BASEBALL FIELD
LORENA FOOTBAL FIELD
FLAT ROCK & CHINA SPRING RD
I35
W HWY 84 FRONTAGE RD
S 12TH ST RD LOOP 340
HWY 84 E SELBY LN
OLD DALLAS & FM 308
E CRAVEN/ NEW DALLAS
11500 BLK CHAPEL RD
NB IH35 EXIT 345
NB IH35 MM 330
NB IH35 MM 349
NB IH35 EXIT 333A
SB IH35 MM 342
NB IH35 MM 342
SB IH35 EXIT 347
4000 BLK TOKIO RD
IH35 MM 353
IH35 SB MM 343
IH35 NB MM351
IH35 EXIT 330
WASHINGTON AVE/9TH ST
LOOP 340/BAGBY
HOGAN LN/MONTROSE
NEW DALLAS/OLD DALLAS
PILGRIM LN/OLD LORENA LN
1636 OLD BETHANY RD
1100 BLK E LAKESHORE
ROCK CREEK/WASHINGTON LN
LUSHER/BODE

BEAVER LAKE RD/E HWY 84
IH35/CRAVEN
10200 BLK WORTHAM BEND RD
MCLAUGHLIN/SPEEGLEVILLE RD
MLK/CARVER ST
IH35 NB MM 342
IH35 NB MM 342
IH35 SB MM 351
S CHARLES ST, ELM MOTT
2235 PILGRIM LN
SPRING VALLEY/CHAPEL
FRANKLIN/11TH
SPRING VALLEY/LOVE RD
S. IH 35 ACCESS & IRVING LEE
1409 HELEN RD, WACO, TX
335 PARKHAVEN
NB IH 35 MM 351
1200/67000 CHINA SPRING RD
2601 GHOLSON RD
LUBYS/BELLMEAD
OLD LORENA/CHAPEL
LAKE SHORE @ OLD STEINBECK
8256 W. HWY 6
1400 BLK OLD CHINA SPRING RD
BATTLE LAKE GOLF COURSE
BATTLE LAKE GOLF COURSE
N. HWY 6 & CHAPMAN RD
N. HWY 6 @ CHAPMAN RD
DEADEND @ MCLAUGHLIN
IH 35 SB/CRAVEN(SHELL STATION)
IH 35 SB/CRAVEN(SHELL STATION)
SB IH35 ACCESS/CREST
FM 185/7301 N RIVER XING
1123 N LACY DR
6067 OLD MEXIA
272 BEAVER LN
E LOOP 340/COVER DR
S MCLENNAN DR/FM 308
2500 BLK OLD DALLAS RD
12600 BLK GHOLSON RD

3201 E HWY 6
NB IH35 MM 321
NB IH35 MM 339
NB IH35 MM 341
SB IH35 MM 353
SB IH35 MM 340
OLD BETHANY/WINTERS WAY
13097 GHOLSON RD
13097 GHOLSON RD
HWY 84/FARMVIEW RD
U PARKS/LOCKWOOD
E LAKESHORE/STEINBECK
1001 HAMILTON DR
TP&L PARK 1
HWY 77/BADER LN
STEINBECK BEND/CHINA SPRING RD
CHINA SPRING RD/GARY LN
BOSQUEVILLE BAPTIST CHURCH
GHOLSON RD/HERRING
1123 N LACY DR
BEAR LOOP/CHINA SPRING RD
SB IH35/WIGGINS RD
SPEEGLEVILLE RD/MCLENNAN XING
IH35 NB 330A
IH35 NB 334B
NEW DALLAS/LOOP 340
NEW DALLAS/CRAVEN
NEW DALLAS/BEHRENS
GHOLSON RD/BLUFFVIEW
WILLOW GROVE/SPEEGLE RD
7800 BLK CHINA SPRING RD
7600 BLK N RIVER XING
NEW DALLAS HWY/INDUSTRIAL
129 ILLINOIS AVE
SPEEGLEVILLE RD/HWY 84
JACKSON/5TH
279 LAZY ACRES
5347 OLD MEXIA RD
5347 OLD MEXIA RD
IH35 NB 342

IH35 NB 342
IH35 SB 337
IH35 NB/HWY77
5100 LEROY PKWY
BELLMEAD DR/ASHLEMAN
369 DIAMOND BACK DR
IH35 SERVICE RD/TOURS RD
115 SHERWOOD
2200 BLK FM 308
E LOOP 340
IH35 NB 338
116 OKLAHOMA ST
WORTHAM BEND @ JACKSON LN
7100 BLK ROCK CREEK RD
151 WOLF
TOURS RD & IH 35
GHOLSON RD & BUSTER CHATHAM
ELM ST @ MLK
2800 BLK N. KATY
544 ROSENFELD RD
544 ROSENFELD
544 ROSENFELD
400 BLK BOYS RANCH RD
VIKING INN ROOM 116
300 BLK BEAVER LAKE RD
7600 BLK E. HWY 6
HWY 6 @ BATTLE LAKE RD
1699 BLK E. LAKE SHORE DR
361 VAL VERDE RD
103 INDIAN WELLS
2200 BLK WEST ELM MOTT DR
BOAT RAMP/SANNAN DR
2800 BLK LEROY PKWY
1200 BLK PIONEER PKWY
CHURCH RD/OLD LORENA RD
E LOOP 340/WILLIAMS
IH 35
800 BLK BOYS RANCH RD
HWY 6/NB W LAKE CREEK
PIONEER PKWY/FLAT ROCK

500 BLK S MCLENNAN
WATER TOWER RD/DENTON
CHURCH RD/OLD LORENA
CHURCH RD/OLD LORENA
TP&L PARK #1
TP&L PARK #1
800 BLK COVERED WAGON TRL
800 BLK COVERED WAGON TRL
OATES EQUIPMENT-UNIVERSITY PARKS
ROCK CREEK/WASHINGTON LN
629 5TH ST
5TH AND AUSTIN
697 UTAH
5000 BLK WILD FLOWER
697 UTAH
697 UTAH
MCLAUGHLIN-DEAD END
MCLAUGHLIN-DEAD END
ACE CONVENIENCE STORE
3300 BLK E HWY 6
801 UTAH
5047 OLD DALLAS
1000 BLK ARMIDILLO
N ROCK CREEK RD/PIONEER PKWY
SPEIGHT/S NEW RD
RICHTER/BAGBY
N 7TH.FRANKLIN AVE
17500 BLK GHOLSON
LONGHORN PKWY/HWY 31
HWY 77/BUSINESS 77
W WACO
AXTELL FOOTBALL FIELD
HWY 164/ 1 MILE LN
1122 JACKSON LN
GHOLSON RD/W ELM MOTT DR
5500 BLK OLD LORENA RD
HARRIS CREEK RD/BLUEBONNET CIRCLE
12700 BLK GHOLSON RD
WILDCAT CIRCLE/GHOLSON RD
ELM ST/MLK

IH 35 SB/E PARK ST
FM 933/GREENWOOD
GHOLSON RD/SAMARITAIN WAY
1870 MARY WARE DR
UNIVERSITY PARKS/E GARDEN ST
1735 ARMADILLO
SB IH35 MM 328
2800 BLK ORCHARD LN
LAKE FELTON PKWY/COUNTY LINE PKWY
IH35/328
TP&L PARK 3
TP&L PARK 3
TP&L PARK 3
TP&L PARK 3
2900 N LONESTAR PKWY
1638 RIVER RD
933/SPRING VALLEY
137 THELMA
1188 N MCLENNAN
ELM ST/HILLSBORO
142 THELMA
349 OATES LN
BAYLOR CAMP/CHINA SPRING HWY
5901 W WACO DR
5901 W WACO DR
WACO DR/18TH ST
126 HAPPY LN
165 REDFISH
913 HONEY LN #B
GHOLSON RD/W ELM MOTT
1400 BLK LONGHORN OKWY
LOOP 340/S 12TH ST
CHINA SPRING HWY/COUGAR RIDGE
CHINA SPRING/SADDLE CREEK
2457 LEVI PKWY
205 FERGUSON
3248 4 MILE LN
3248 4 MILE
LOOP 340/S IH 35
HWY 6/IMPERIAL

9414 ROCK CREEK RD
2357 MARY WARE AND 2356 MARY WARE
WORTHAM BEND/PETIT RD
24TH ST/JAMES
LOOP 340/WILLIAMS RD
4785 MACK RANCH RD
4785 MACKEY RANCH RD
4785 MACKEY RANCH RD
4785 MACK RANCH RD
4785 MACKEY RANCH RD
21ST/LA SALLE
COOPERS CROSSING/OPEN SPACES
3000 BLK SPEIGHT
2100 BVLK OLD MEXIA RD
IH 35 SB
ROSENFELD/UNIVERSITY PARKS
E HWY 84/LONGHORN PKWY
541 HARRISON RD
9800 BLK W HAY 84
800 BLK LAKE FELTON PKWY
GHOLSON RD/ROSS RD
WORTHAM BEND RD/N ROCK CREEK RD
7500 BLK N RIVER CROSSING
N HWY 6/MCLAUGHLIN
FRANKLIN AVE/6TH ST
GHOLSON RD/PAMELA AVE
14305 WAGNER
137 THELMA
300 BLK SPEEGLE RD
OLD LORENA RD/CHURCH RD
9400 BLK HWY 933
4310 OLD DALLAS RD
N RIVER CROSSING
7500 BLK ROCK CREEK RD
SB IH 35 #343
SM IH 35 MM 340
SB IH 35 EXIT 340
SB IH 35 MM 328
S IH 35 MM 340
NB IH 35 MM 353

SB IH 35 MM 345
NB IH 35 MM 341
300 BKL FRANKLIN
PATTON BRANCH RD/GHOLSON RD
IH 35 NB 334B
GHOLSON FOOD MART
GREATER WACO BAPTIST CHURCH
GREATER WACO BAPTIST CHURCH
2617 NEW WINDSOR
10400 WORTHAM BEND RD
ORION RD
ORION RD
DEAD END ON NORTH SPEEGLEVILLE RD/SUNDOWN
200 BLK SOMMERFELD
SPEEGLEVILLE STONE
DRAGON LN
SRAGON LN/ROSENTHAL PKWY
SPRINGLAKE RD @ LOW WATER CROSSING
230 BUSCH LN
SPRINGLAKE ROAD LOW WATER CROSSING
18TH & PRIMROSE
162 HALO LANE
6100 BLK GHOLSON RD
896 ROSS ROAD
OLD LORENA/RANCHO LORENA
SPRINGLAKE RD LOW WATER CROSSING
MOONLIGHT/LOSAK
ELMOTT DR/GHOLSON RD
ELMOTT DR/GHOLSON RD
MCLENNAN COUNTY PK 2
MCLENNAN COUNTY PARK 2
rock creek/flat rock
1719 armadillo
752 bays rd
lonestar parkway/e whitson st
bellmead dr/williams rd
i35 nb
5000 gholson rd
1201 hamilton dr
308 woodruff road

5172 orchard lane
5172 orchard lane
2800 leroy parkway
u parks /downsville rd
lp 340/i 35
new dallas/hogan
new dallas/ e industrial
mck/cameron park east
mlk/lakeshore
longhorn park a wildbird lane
longhorn parkway @ wildbird lane
1135 benevolence way
308/ n charles
308/i35
utah/ e cougar
1637/SPUR 1637
FM 1637/SPUR 1637
US 84/ HWY 31
I35 NB
I35 SB
I35 NB
I35/NB
I35/SB
I35 SB
I35/SB
I35 NB
I35/NB
I35 NB
I35/NB
I35/NB
I35 NB
ROBINSON DRIVE
I35 NB
I35 NB
I35 NB
STEINBECK/CHINA SPRING
1800 BLK HALL DR
1200 WARREN RD
NB HWY 6 & CHEROKEE TRAIL
1800 BLOCK SRPING LAKE

NB I35 @FM 308
W HWY 84/ MASTINDALE WB
GHOLSON RD/ DWLI
EICHELBERGER XING @ BAYLOR CAMP
BEHRENS CIRCLE/OAKLAWN ST
WORTHAM BLVD @ JACKSON LANE
I35 SB
I35
5300 BLK GHOLSON RD
4785 MACKEY RANCH RD
1504 N IH35
I35 NB
3201 E HWY 6
201 N HWY 6 (PAROLE)
HWY 6/LOOP 340
E LAKESHORE DR/GHOLSON RD
1226 n present hill rd
5172 orchard lane
5172 ORCHARD LANE
SUNN DR/WOODWAY DR
988 RIVERVIEW RD/ WACO TX 76706
LOOP 340/ ELK RD
LAKESHORE DR/OLD DALLAS RD
DOLLAR GENERAL/SPEEGIVILLE RD
N I35 EXIT 335B
SPEEGLEVILLE RD
3407 SOUTHWINDS DR
I35 SB
I35 NB
I35 NB
I35 NB
I35 SB
I35 NB
I35 SB
E HWY 6/340 LOOP
E HWY 6/ LOOP 340
TOURS/BOSQUE
600 BLK BAYLOR CAMP
INDUSTRIAL @ OLD FORT GRAHAM RD
E HWY 84 W AVIATION PKWY

5000 BL N HWY 6
CHINA SPRING RD/BEAR CAMP
YANKIE RD/NORTH RIVER CR
160 WATER TOWER RD
HWY 933/HWY 308
3200 BLK HWY 6
1641 PATRICK RD
1800 BLK SPRING LAKE RD
PARKED AT OLD AXTELL STORE
WILLOW GROVE/ORION RD
735 HONEY LANE
W HWY 84/ FARMVIEW PARKWAY
3407 SOUTHWINDS DRIVE
201 s mott apt 1
nb ih 35 mm 340
nb ih35 ar & marble st
sb ih35 mm 340
nb ih35 mm 351
sb ih35
sb ih35 mm 331
sb ih35 mm 337
nb ih35 mm 353
no right headlight
933/fm308
136 old leroy elm mott
fm 308 ih 35
madison drive & robinson dr
lakeshore & hwy 77
4305 bellmead dr
lakeshore/hwy 77
i35 nb 334mm
1000 BLK ELK RD
CONCORD/HWY 84
5200 BLK BAGBY AVE
900 BLK S VALLEY MILLS
544 ROSENFELD RD
544 ROSENFELD RD
500 BLK ELK RD
5555 LAKE FELTON PKWY
N HWY 6/HWY 84

1226 N PLEASANT HILL RD
125 PEBBLES LN
1720 LONGHORN PKWY
IH 35/TOURS RD
2540 WOLFE LN
NB IH 35 MM 351
NB IH 35 ACCESS RD
LOOP 340/OLD ROBINSON RD
HWY 84 ACCESS/ESTATES
IH 35/17TH ST
IH 35
SPRING VALLEY/COTTON BELT PKWY
LOOP 340/IH 35
GHOLSON/CRAVEN
1530 N PLEASANT HILL RD
6844 GHOLSON RD
HWY 77/E CREST DR
LAKESHORE DR/ FM 933
HWY 6/HWY 84
1700 BLK S ROBINSON DR
LAKESHORE DR/GHOLSON RD
GHOLSON RD/E. HERRING
NEW DALLAS/LOOP 340
GHOLSON RD/E HERRING
IH 35 SB MM 339
N IH 35/BEHRENS CIRCLE
WASHINGTON/4TH
500 BLK WILLOW GROVE
FM 317/FM 107
123 NECKAR LN
GHOLSON RD/WINDING OAKS
HWY 84/LOOP 340
OLD CHINA SPRING/N ROCK CREEK
E. INDUSTRIAL/LAKESHORE DR
700 BLK NEW DALLAS
9414 ROCK CREEK RD
9414 ROCK CREEK RD
228 RADLE RD
GHOLSON RD/W ELM MOTT LN
SPEEGLEVILLE RD/MAPLE SHADE RD

SPEEGLEVILLE RD/WINDSOR PKWY
SPRING LAKE RD @ LOW WATER CROSSING
3200 BLK SPRING VALLEY
HWY 6/OLD ROBINSON RD
FM 308/GERALD LN
W HWY 84/TX CRAWFORD PKWY
919 S BAESE RD
GHOLSON RD/PLEASANT GROVE RD
GHOLSON RD/W ELM MOTT LN
N RIVER CROSSING/YANKEE RD
EICHELBERGER CROSSING/N RIVER CROSSING
8200 BLK N HWY 6
CHINA SPRING RD/WORTHAM BEND
GHOLSON RD/TOKIO RD
LEROY PKWY/AMERICAN LEGON
1600 BLK LEROY PKWY
10500 CHINA SPRING RD
CHINA SPRING RD/TRACY
LASALLE/5TH ST
N HWY 6/HALSBURG RD
1015 WILBANKS DR
906 AUSTIN AVE
HWY 84/LONGHORN PKWY
IH 35/EXIT 345
LEROY PKWY/APACHE
900 BLK SPEEGLEVILLE RD
JACKSON LN/WORTHAM BEND
1266 BENEVOLENCE WAY
1400 LINCOLN CITY RD
1400 BLK LINCOLN CITY RD
9000 BLK GHOLSON RD
BELLMEAD DR/CORISCANA RD
BELLMEAD MCDONALDS PARKING LOT
NB IH 35 336
SB IH 35 MM 331
900 BLK S VALLEY MILLS DR
NB IH 35 EXIT 341
6800-BLK IMPERIAL DR
WASHINGTON AVE/18TH ST
SPRING VALLEY RD/CHAPEL RD

W ELM MOTT @ OLD DALLAS
WINDSOR/HWY 84
84/LOOP 340
FLYER/CARLA ST
HWY 84/WILLIAMS RD
IH 35/EXT 339
116 PEPPER LN
NB IH 35/330A EXIT
GHOLSON RD/308
340/NB IH 35 ON RAMP
N RIVER CROSSING/HWY 6
GHOLSON RD/AUDREY
IH 35 SB
IH 35 SB
IH 35 NB
FM 185/N 10 DOWNING
HWY 6/185
END OF WOODLAKE
END OF WOODLAKE
136 OLD LEROY RD
2700 BLK OLD MCGREGOR CRAWFORD RD
2700 BLK OLD MCGREGOR CRAWFORD RD
TK PKWY/GRAVES LN
W HWY 84-CITY VIEW RD
LOOP 340/S 3RD ST
200 BLK ROSENFELD
200 BLK ROSENFELD
400 BLK BOB JOHNSON RD
8175 N HWY 6
6175 N HWY 6
3200 E HWY 6
3200 BLK HWY 6
N 6TH/WASHINGTON AVE
N6TH/WASHINGTON
N 6TH/WASHINGTON
N 6TH/WASHINGTON

SILVER SHADE/SUREY RIDGE
501 WASHINGTON AVE
18TH/WASHINGTON
LOOP 340/IH 35
184 WILD WOOD
TX CENTRAL PKWY/EXCHANGE PKWY
GHOLSON RD/IDLEWOOD
N 4TH @ KENTUCKY
MONTROSE AVE/OLD DALLAS
GHOLSON RD/W CRAVEN
GHOLSON RD/PAMELA
N RIVER CROSSING/CHINA SPRING RD
AXTELL FOOTBALL FIELD
LINCOLN CITY RD @ BUNCHIE BLVD
630 LONGHORN PKWY
BRAZOS VILLAGE APT 2525 LAKE SHORE
SPRING LAKE RD & FM 933
2100 S. 3RD & LASALLE
1820J L BRAZIL LP WACO TX 76705
254 N. LAKE ST, AXTELL, TX
258 SOMMERFELD
258 SOMMERFELD
IH 35 MM 338 EXIT
HWY 6/TEHUACANA CREEK
I35 SB MM 333
I35 SB MM 343
I35 NB MM 345
I35 SB MM 342
I35 SB MM 338
LOOP 340/I35
HWY 6/340
110 S.12TH WACO
N. COLELGE/W/ PINE
185 @ CHINA SPRING HIGH SCHOOL
185 & NORTH RIVER CROSSING BRIDGE
GHOLSON RD/QUIDA DR
185/CHINA SPRING HIGH SCHOOL
4000 BLK ROSS RD
HWY 6/TEHUACANA CREEK
S. CONNALLY/W. BRYANT

HWY 6/BOSQUE RIDGE
4100 BLK BAYLOR CAMP
IH 35 SB/UNIVERSITY DR
RIVER PARK/SPEEGLEVILLE RD
SB IH 35 MM 328
SB IH 35 MM 328
NB IH 35 ACCESS MM 330
NB IH 35 MM 349
E.HWY 6 @ TEHUACANA CREEK
GHOLSON RD & BRAZOS OAKS RD
5TH & WASHINGTON
26TH & FRANKLIN
LOOP 340/OLD ROBINSON RD
CHINA SPRNG HWY/SANDY LN
HWY 84/HWY 6
HWY 84/BOSQUE LN
OLD LORENA/CHURCH RD
NB IH 35 MM 333
OLD DALLAS/GRAFFITIE BRIDGE
300 BLK WILLIBANKS DR
15TH & LASALLE
W.HWY 84 @ POAGE DR
I-35 & LOOP 340
US HWY 77 @ ORCHARD LN
LOOP 340/E. HWY 6
HWY 84/31 SPLIT
17TH & AUSTIN
IH35 SB MM 339
ELM MOTT DR/WOODRUFF RD
GHOLSON RD/308
ROSS RD/KATY RD
I35 NB MM 334
LOOP 340/BAGBY
UNIVERSITY PARKS @ BAYLOR AVE
FM933 @BLUFF VIEW DR
SPRING VALLEY & CINDY ANN
7622 BLK OLD MARLIN
OLD LORENA & HWY 84
OLD DALLAS; 35
GHOLSON RD & W ELM MOTT

FOOD MART/GHOLSON RD
7800 BLOCK OF OLD MARLIN ROAD
KUBILZA & OATES LN
BAYS RD/ MONTHTE RD
4864 HWY 77 LORENA TX
OLD MARLIN RD @ TEHUACANA CREEK
sb ih35/4th st
spring valley/old lorena rd
300 hwy 77
2100 blk mesquite tree
hwy 84/harris creek
gholson/w craven
loop 340/williams drive
hwy 84/ hwy 31
greenwood/fm 933
w hwy 84/oak creek circle
bellmead dr/roy betty ln
spring valley rd/cotton belt pkwy
s ih 35 mile marker 325
old lorena rd/chapel rd
gholson rd/herring
university parks/franklin
mlk/bledsoe miller park
STEINBECK/LAKESHORE
DELTA INN PARKING LOT
E. LAKE SHORE DR @ NEW DALLAS
IH 35 SB ACCESS/HILL TOP
E. HWY 6/MOUNT MORIAH
1900 BLK ELM MOTT DR
23000 BLK GEORGE W BUSH PKWY
SPEEGLE RD/LAZY ACRES
2966 HACIEND WESLEY RD
287 ELMWOOD DR
ROBINSON DR/OLD ROBINSON
SPRING VALLEY/SOUTHERN VIEW RD
OLD LORENA RD/HALEY HILL RD
174 CRESCENT CREEK
LOOP 34 & 77 CROSS ST
OLD LORENA RD/LONGHORN DR
N.ROCK CREEK RD/WORTHAM BEND RD

COMPTON RD/HWY 6
GHOLSON RD/GREENWOOD RD
E. HWY 6/W.LAKE CREEK RD
OLD LORENA RD/HWY 84
S.LOOP DR/BROOKLYN ST
SB IH 35 MM 338
HWY 6 & MT MORIAH RD
S.5TH ST @ JACK KULTGEN FWY
1300 BLK HWY 164
HWY 6 OFF RAMP @ IMPERIAL
NEW PARKS & LASALLE
GHOLSON RD/RUBY DELL LN
SPEEGLE RD/WILLOW GROVE RD
N.MARTIN LUTHER KING JR/E.LAKE SHORE DR
N.IH 35 & TOKIO RD
MLK/WASHINGTON AVE
HWY 84 @ BOYS RANCH
LAKE SHORE/OLD STEINBECK
GHOLSON RD/W. CRAVEN
SB IH 35/TOURS EXIT
NEW DALLAS/HOGAN LN
2100 S. ROBINSON DR
160 WATER TOWER RD
4000 BLK HERITAGE PKWY
FM 1637 @ E. COUGAR
2966 HACIENDA WESLEY
2966 HACIENDA WESLEY
S. 5TH AT WEBSTER
SPRING VALLEY @ LORENA
GHOLSON RD @ W. CRAVEN
E. LOOP 340 @ ELK RD
E. HWY 6 @ HARRISON
E.HWY 6 @ TEHUACANA BOTTOMS
E. HWY 6 @ BATTLE LAKE RD
N. IH 35 MM 348 S.
7TH & AUSTIN AVE
7TH & WASHINGTON
OLD LORENA @ SPRING VALLEY RD
N.RIVER CROSSING & PRESERVE
E. HWY 6 600 BLK

E.HWY 6 & HALLSBURG JCT
JJ FLEWELLEN/GHOLSON RD
IH 35 N.AXIS RD EXIT 335C
EXIT 338B SB IH 35 ACCESS RD
265 WINTER HAWK
5355 CAMP GROUND RD WACO TX
400 BLK SPEEGLE RD
NEW DALLAS 200 BLK
GHOLSON RD/WINDING OAKS DR
LOOP 340/NEW DALLAS
GHOLSON RD/308
GHOLSON RD/308
INDUSTRIAL BL/GHOLSON RD
100 BLK BUSTER CHATHAM RD
BRAZOS OAKS/GHOLSON RD
AUDREY/GHOLSON RD
NEW DALLAS/MEYERS
INDUSTRIAL/OLD FT. GRAHAM RD
NEW DALLAS/HOGAN LN
NEW DALLAS 600 BLK
3800 BLK SPRING VALLEY
6000 BLK ROSENTHAL PKWY
E. HWY 6 @ W. LAKE CREEK
E. HWY 6/RAMP RD
120 LOST OAK DR
HWY 84/CONCORD RD
I35 NB/18TH ST
SPRING VALLEY RD/CHAPEL RD
LOOP 340/WILLIAMS DR
901 WASHINGTON AVE(MSO)
W.MOONLIGHT & NB I35
I35 NB MM 342
LOOP 340/NEW DALLAS
276 S. CONNALLY DR, ELM MOTT, TX
STEINBECK BEND/LAMPASSAS ST
LOOP 340/NEW DALLAS
300 BLK BEAVER LAKE RD
107/ SPRING VALLEY
I35 NB MM 342
MCLAUGHLIN RD & SAN ANN

HWY 6/IMPERIAL DR
N LOOP 340/WALTON DR
LAKESHORE & GHOLSON RD
WASHINGTON/N 12TH
LP 340/GHOLSON
CHINA SPRING HWY/TREELAKE DR
2500 BLK LAKESHORE DR
GHOLSON RD/ANTHONY DR
845 NEW DALLAS HWY
220 MORRIS LN
714 S OLD DALLAS RD
9TH & AUSTIN
W COUGAR & FM 1637
S ROBINSON RD/FOSTER AVE
HWY 77 & RETHENTAL PWKY
SPEEGLE/RANDY
228 TOKIO TRACE
NEW DALLAS & HOGAN
ELK RD & LOOP 340
LORENA RD/CHAPEL RD
CHINA SPRING RD/OLD CHINA SPRING RD
CHINA SPRING RD & STEINBECK BEND
845 NEW DALLAS HWY
3421 E HWY 6 WACO, TX 76705
3421 E HWY 6 WACO, 76705
220 MORRIS-RIESEL
13500 BLK GHOLSON RD
BARRETT RD/ MCLENNAN XING
barrett rd/mclennan xing
loop 340/hwy 6
county line pkwy/old sawmill
e fredrick/ e hwy 6
hwy 31 w cavin lane
gholson rd @ springlake rd
gholson road/ w craven
speegleville rd/wheatland rd
loop 340/lacy drive
loop 340 & University Parkway
2000 block lake felton
gholson road/herring

299 old halsburg rd
highway i35 & 18th street
highway 6 (3200 block)
China Spring rd @ river parkway
1100 BLOCK CHINA SPRING RD
CHINA SPRING RD
MLK @ ELM
N 19TH/VIVIAN
N 6TH ST/JEFFERSON

FILED: MAR 15 2016

J. A. "ARLY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

REMAINS LIFTED:

**AUTHORIZATION RE: BURN BAN IN THE
UNINCORPORATED AREAS OF MCLENNAN COUNTY**

On this the 15 day of March, 2016, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Perry made a motion to keep burn ban lifted and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Jones and Commissioner Perry with Commissioner Gibson abstaining. 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 by majority vote.

ORDER APPROVING AUTHORIZATION OF TAX RESALE DEED:

**MCAD # 480078020502001: LOT 8, BLOCK 35, CARVER PARK
ADDITION, CITY OF WACO, MCLENNAN COUNTY, TEXAS**

On this the 15 day of March, 2016, upon motion made by Commissioner Perry to authorize the Tax Resale Deed and 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 Tax Resale Deed, City of Waco, and McLennan County, Texas for:

- 1) MCAD # 480078020502001: Lot 8, Block 35, Carver Park Addition, City of Waco, McLennan County, Texas

be, and the same is hereby, approved by majority vote 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
FAX 254/877-205-6750

March 1, 2016

Honorable Scott Felton
County Judge
McLennan County Courthouse
Waco, Tx. 76701

RE: Request for Approval to Sell Property by City of Waco

Dear Judge Felton:

The City of Waco is seeking approval by McLennan County to sell the following property:

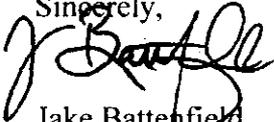
MCAD#480078020502001 – Lot 8 block 35 Carver Park Addition (901 Delano Avenue)
City of Waco, et al vs John Wesley Lewis, et al (J W Lewis)

Said property was foreclosed on by the City of Waco for delinquent taxes. The City of Waco and Waco Independent School District have already approved said sale.

We would appreciate this re-sale being placed on the agenda for Commissioner's Court, Tuesday, March 15, 2016.

If any additional information is needed, please let me know.

Thank you.

Sincerely,

Jake Battenfield
Attorney at Law

JB

2015-731
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, LaVega Independent School District, McLennan County Education District and the County of McLennan

GRANTEE: *Mildred S. Brooks*

GRANTEE'S MAILING ADDRESS: *817 Calumet, Waco, Texas 76704*

CONSIDERATION: *One Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$1,752.00)*

PROPERTY: *Lot 8, Block 35, Carver Park Addition, City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in Volume 373, Page 530 of the Official Public Records, McLennan County, Texas*

Property Address: *901 Delano Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 98-3008-4; City of Waco et al v. John Wesley Lewis 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:

Emeralda Hudson
City Secretary



APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

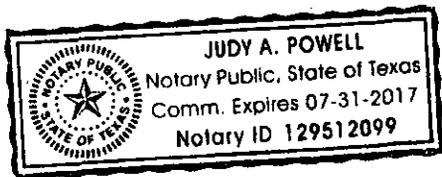
THE STATE OF TEXAS

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 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



LaVEGA INDEPENDENT SCHOOL DISTRICT



BY: Mildred Watkins
Mildred Watkins, President
Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Mildred Watkins President of the School Board of LaVega 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 16th day of February, 2016.
Lori Mynarcik
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

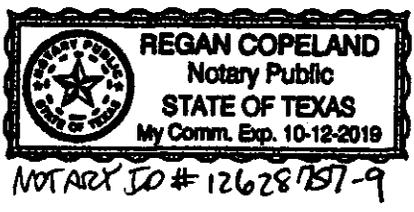
BY: Scott M. Felton
Scott M. Felton, County Judge

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 15th day of MARCH, 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.	93-3008-4		
STYLE	City of Waco et al v. John Wesley Lewis et al (J.W. Lewis)		
ACCOUNT NO.	480078020502001		
STREET ADDRESS	901 Delano Avenue		
PROPERTY DESC.	Lot 8, Block 35, Carver Park Addition, City of Waco		
DATE OF SALE	12/2/15		
PURCHASER	Mildred S. Brooks		
PURCHASE PRICE			1,752.00
COURT COSTS	Payable to McLennan County District Clerk		0.00
PUBLICATION COSTS	Payable to McCreary Law Firm		28.00
CONSTABLE'S FEES	Payable to Walt Strickland, Constable, Pct. 1		0.00
WACO MUNICIPAL LIENS	Payable to City of Waco		1,724.00
NET SALE PROCEEDS			0.00
DISTRIBUTION TO T.U.	Taxes Due	Percent	Sale Proceeds
County	286.98	19.90%	0.00
City of Waco	411.49	28.54%	0.00
Waco ISD	667.39	46.29%	0.00
CED	75.92	5.27%	0.00
		0.00%	0.00
		0.00%	0.00
		1.00	
TOTAL TAXES	1,441.78 Payable to Tax Office		0.00
CITY OF WACO TO RETAIN:			
		City of Waco Municipal Lien Amount	1,724.00
** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS:			
		McLennan County District Clerk	0.00
		McCreary Law Firm	28.00
		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: **MAR 15 2016**

J.A. "ANJY" HAWWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan DEPUTY

ORDER APPROVING:

AUTHORIZATION OF ADDENDUM:

RE: THE MCLENNAN COUNTY INDIGENT HEALTH CARE PROGRAM

On this the 15 day of March, 2016, came on for consideration the matter Regarding the McLennan County Indigent Health Care Program: Authorization of Addendum. 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 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.

Addendum

McLennan County Indigent Health Care Fraud Policy

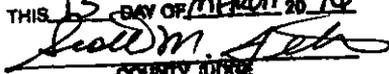
Pursuant to McLennan County Indigent Health Care Fraud Policies individuals found to have misrepresented information are required to reimburse county for services received while ineligible for services.

Penalty for fraud is disqualification from program and reimbursement for services provided must be paid in full before application for assistance can be submitted.

Individuals may make arrangements for a payment plan.

- Payment must be in the form of money order
- Payment must be remitted to the McLennan County Treasurer by mail.

Arrangements regarding amount of payment and payment due dates will be arranged by McLennan County Health Services designee.

APPROVED BY COMMISSIONERS COURT.
THIS 15 DAY OF MARCH 20 16

COUNTY JUDGE

FILED: MAR 15 2016

J.A. "ANDY" MAHWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan DEPUTY

AGENDA: MARCH 15, 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 / Postings
 - a. Consideration and/or Action on Department Head Review / Evaluation and Salary **Deferred**
 - b. Treasurer **Approved**
 - c. Human Resources **Deferred**
 - d. Information Technology **Deferred**
 - e. Justice of Peace, Precinct 2 **Deferred**
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***
 - c. Emergency Management: Presentation regarding the Brazos River Study **Discussion Only
(See after L. 7. f.)**
7. ***Commissioners Court***, discussion on, consideration of and / or Action on:
 - e. Regarding the Rivera I35 Truck Sales LLC Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard:
 - 1) Public Hearing re: Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard **Hearing Held
(See beginning of meeting)**
 - 2) Consideration of and/or Action on Application for License to Operate Junkyard or Automotive Wrecking and Salvage Yard **Denied**
 - f. Regarding the Establishment of Speed Zones on N Baese Road & S Baese in Precinct 3 and Canaan Church Road in Precinct 4:
 - 1) Public Hearing regarding the Proposed Establishment of Speed Zones **Hearing Held
(See after L. 7. e.)**
 - 2) Consideration of and/or Action on to Establish a Speed Zone on N Baese Road and S Baese Road in Precinct 3 **Approved**
 - 3) Consideration of and/or Action to Establish a Speed Zone on Canaan Church Road in Precinct 4 **Approved**

8. *McLennan County Subdivision Regulations:*

- a. Consideration and Action on a Variance Request to McLennan County's Subdivision Regulations in Precinct 4

Deferred

CD-379, 10:32

ORDER DEFERRING:

HUMAN RESOURCES / SALARY MATTERS:

**CONSIDERATION AND/OR ACTION ON DEPARTMENT HEAD
REVIEW / EVALUATION AND SALARY**

On this the 15 day of March, 2016, came on for consideration the matter of Human Resources / Salary Matters: Consideration and/or Action on Department Head Review / Evaluation and Salary. Judge Felton directed the Clerk to show item as deferred.

ORDER APPROVING:

HUMAN RESOURCES / SALARY MATTERS:

TREASURER

On this the 15 day of March, 2016, came on for consideration the matter of Human Resources / Salary Matters: Human Resources. After discussion, Commissioner Perry made a motion to approve L. 3. b. 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.



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

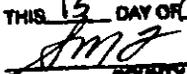
We are requesting the ability to shift budget allowance monies for two positions. The overall salary budget for the Treasurer's office will be budget neutral. Mr. Helton is simply requesting the ability to move monies from one position to another.

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	\$47632.00 (Difference of \$3017 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	\$43665.00
Current Employee Pay	\$40648.00	Employee Pay	TBD

-Thank You.

APPROVED BY COMMISSIONERS COURT
 THIS 15 DAY OF MARCH 2016

 COUNTY JUDGE

ORDER DEFERRING:

HUMAN RESOURCES / SALARY MATTERS:

HUMAN RESOURCES

On this the 15 day of March, 2016, came on for consideration the matter of Human Resources / Salary Matters: Human Resources. After discussion, Commissioner Perry made a motion to defer 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, deferred by unanimous vote.

ORDER DEFERRING:

HUMAN RESOURCES / SALARY MATTERS:

INFORMATION TECHNOLOGY / ARCHIVES

On this the 15 day of March, 2016, came on for consideration the matter of Human Resources / Salary Matters: Information Technology / Archives. 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 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.

ORDER DEFERRING:

HUMAN RESOURCES / SALARY MATTERS:

JUSTICE OF THE PEACE, PRECINCT 2

On this the 15 day of March, 2016, came on for consideration the matter of Human Resources / Salary Matters: Justice of the Peace, Precinct 2. Commissioner Gibson stated that he needed to abstain and filed the proper affidavit. Commissioner Gibson then left the Commissioners' Court meeting. After discussion, Commissioner Perry made a motion to defer 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 Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

AFFIDAVIT OF LESTER GIBSON

STATE OF TEXAS

COUNTY OF McLENNAN

BEFORE ME, the undersigned official, on this day personally appeared Lester Gibson, who is personally known to me, and first being duly sworn accordingly to law, upon his oath deposed and said: My name is Lester Gibson; I am over 18 years of age, I am competent in every way to make this affidavit and do so with personal knowledge of all facts stated herein. The facts stated herein are to my own personal knowledge true and correct. I have never been convicted of a felony or crime involving moral turpitude.

I serve as the duly elected County Commissioner for Precinct 2 in McLennan County, Texas. Due for consideration at the regular meeting of the Commissioners Court on Tuesday, March 15, 2016, is an order approving a personnel request for McLennan County Justice of the Peace, Precinct 2, James Lee. Because Mr. Lee is currently my son-in-law, it is my desire and intent to abstain from any vote relative to the aforementioned request.

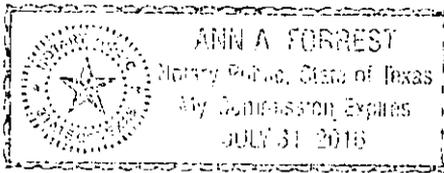
This affidavit is made and submitted pursuant to the constitution and statutes of the state of Texas, and is to be submitted to, and filed with, the County Clerk as official county record-keeper prior to any vote on the matter described herein.

Further, affiant sayeth not.

Lester L. Gibson

AFFIANT

SWORN TO AND SUBSCRIBED before me by Lester Gibson on this the 15th
day of March, 2016.



Anna Forrest

Notary Public, State of Texas

FILED: MAR 15 2016

J.A. "ANNY" HAWWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan DEPUTY

Commissioner Gibson returned to the Court meeting.

ORDER DEFERRING:

**MCLENNAN COUNTY SUBDIVISION REGULATIONS:
ACTION ON A VARIANCE REQUEST TO MCLENNAN COUNTY'S
SUBDIVISION REGULATIONS IN PRECINCT 4**

On this the 15 day of March 2016, came on for consideration the matter of McLennan County Subdivision Regulations: Action on a Variance Request to McLennan County's Subdivision Regulations in Precinct 4. Commissioner Perry 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: MARCH 15, 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 re: Maintenance at Highway 6 or Downtown Jail / Maintenance at Tradinghouse Lake/Park / Recommendations from Tradinghouse Lake/Park Advisory Committee / ADA Capital Improvements / Policy for County Right of Ways / Surrey Ridge Road, Speegleville Road, and/or Chapel Road / Themis Statue / Policy re: Office Remodeling / Discussion regarding Lincoln City Road Flooding / Roofing Projects for Various County Buildings and Matters Related Thereto **Discussion Only**
4. **Discussion re: Texas Department of Transportation:** including Discussion re: Rural/Public Transportation, related matters **Information Only**
5. **Discussion re: Upcoming Contracts** **Information Only**
6. **Discussion re: OpenGov / Financial Reporting** **None**
7. **Discussion re: Fugro Roadware, Inc:** including Presentation regarding Road Evaluation Services **Discussion Only**
(See after Order Recessing)
8. **Discussion re: Time Keeping System** **Discussion Only**
(See after Order Recessing)

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 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

On this the 15 day of March, 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 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. Judge Felton updated the Court regarding the Electronic Monitoring Program.

Report Date:	3/11/2016
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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:	44
Total Indigent Client's:	26
Total Double Client's:	19
Client's:	267
Total Client's:	286

GPS Totals:	
Sheriff:	44
CSCD:	2
COB:	18
Felony:	3
Other:	2
PTIP:	0
Child Support:	0
Total Clients:	69

SCRAM CAM Totals:	
Sheriff:	2
CSCD:	13
COB:	0
Felony:	0
Other:	8
PTIP:	4
Child Support:	0
Total Clients:	23

SCRAM Remote Breath Totals:	
Sheriff:	5
CSCD:	33
COB:	0
Felony:	0
Other:	1
PTIP:	50
Child Support:	0
Total Clients:	62

Soberlink Totals:	
Sheriff:	0
CSCD:	3
COB:	0
Felony:	0
Other:	1
PTIP:	1
Child Support:	0
Total Clients:	4

Drug Patch Totals:	
Sheriff:	12
CSCD:	7
COB:	0
Felony:	0
Other:	0
PTIP:	5
Child Support:	0
Total Clients:	19

UA Totals:	
Sheriff:	3
CSCD:	0
COB:	4
Felony:	0
Other:	0
PTIP:	83
Child Support:	0
Total Clients:	90

Judge Totals: (House Arrest Only)			
Judge Cates		Judge Freeman	
GPS	37	GPS	7
SCRAM CAM	2	SCRAM CAM	0
SCRAM RB	5	SCRAM RB	0
Soberlink	0	Soberlink	0
Drug Patch	12	Drug Patch	0
UA	3	UA	0
Indigent	19	Indigent	7
Total in lieu of Jail:	37	Total in lieu of Jail:	7
Double:	19	Double:	0

Smith, Kelly R	2079368339	2/1/2016	Indigent			4/18/2016	4/18/2016

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					
Davis, Michael J	2079362041	8/14/2015	Indigent				
Farber, Gage M	2079369826	3/8/2016					
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				

Total Clients:	18
Total Indigent:	3

CSCD:							
No Payout/Layout Dates			<u>Judge:</u>	<u>PO:</u>			
Nelson, Joyce J	2079344370	11/19/2015					
Ramirez, Charles A	2079361821	10/22/2015					

Total Clients:	2
Total Indigent:	0

Out of State:							
No Payout/Layout Dates			<u>Judge:</u>	<u>PO:</u>			
Longoria, Andrew J	2079364498	10/19/2015		Bell County			
Moore, Anjanette	2079366946	1/19/2016		Bell County			

Total Clients:	2
Total Indigent:	0

Judge Holmes:							
No Payout/Layout Dates			<u>Judge:</u>	<u>PO:</u>			

Grand Total Clients	69
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**SCRAM Clients:
Sheriff:**

Judge Cates:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Beard, Patrick W	2079364375	10/15/2015		Scram RB		5/18/2016	5/24/2016
Galvez, Danny O	2079369294	2/25/2016		Scram CAM		5/23/2016	6/12/2016
Jackson, Myron T	2079367434	1/7/2016		Scram RB		3/5/2016	3/15/2016
Salazar, Felipe	2079363563	9/24/2015		Scram RB		3/23/2016	4/2/2016
Sharp Jr., Francis M	2079344505	1/7/2016		Scram RB		3/20/2016	3/30/2016
St. John, Kandil	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

Total Clients:	7
Total Indigent:	1
Total SCRAM CAM	2
Total RB	5

Judge Freeman:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Clients:	0
Total Indigent:	0
Total SCRAM CAM	0
Total RB	0

Other Clients:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Barnett, Denny H	2079367661	1/13/2016	Indigent	Scram CAM			
Frank, Joshua R	2079367543	1/11/2016		Scram CAM	Bell County		
Liendo Jr., Manuel	2079347316	9/23/2015		Scram RB			
Miller, Gary L	2079361577	2/24/2016		Scram CAM	Freestone 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, CHRISTOPHER	2079332807	4/23/2015		Scram CAM	Coryell County		
Thomison, Jerry F	2079369147	2/22/2016		Scram CAM	Bell County		

Total Clients:	9
Total Indigent:	1
Total SCRAM CAM	8
Total RB	1

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
Herbert, Shelley A	2079343508	3/3/2016
Hernandez, Ramon M	2079369906	3/10/2016
Hyland Jr., Franz	2079355580	9/25/2015
Matus, Keith	2079351230	3/17/2015
Nelson, Joyce J	2079344370	11/19/2015
Pokluda, Damon C	2079358815	1/28/2016
Szesny, Johnna	2079349429	7/10/2015
Symthe, Derek	2079357440	8/24/2015

RB		
CSCD:		
Alexander, James C	2079367468	1/8/2016
Anthony, Jessica	2079360679	7/10/2015
Barcomb, Richard L	2079364620	2/9/2016
Bloom, Brandi	2079350888	1/14/2015
Callaway, Kenny M	2079367459	1/7/2016
Fisher, Demear	2079358002	10/19/2015
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
Harris, James B	2079365748	2/3/2016
Hernandez, Emiliano	2079354329	12/30/2015
Hurtado, Charles A	2079367442	1/7/2016
Jimenez, Joaquin G	2079354034	2/25/2016
Johnson, Allen D	2079362108	2/29/2016
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
Polansky, Brandon A	2079339953	2/15/2016

CAM:CSCD	
Total Clients:	13

RB:CSCD	
Total Clients:	33

Soberlink Clients:

Sheriff:

Judge Cates:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Soberlink: 0

Judge Freeman:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Soberlink: 0

Other Clients:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Gomez, Pedro	2079352835	2/17/2015			McLennan		
Mitchell, Seth A	2079361547	10/7/2015			Tarrant		
Tsuchiya, James	2079359943	6/22/2015			McLennan		
Vannatta, Trey J	2079364880	10/28/2015			McLennan		

Total Soberlink: 4

Total CSCD: 3

Other: 1

Grand Total Clients: 4

Drug Patch Clients:
Sheriff:

Judge Cates:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Bethel, Michael L	2079368711	2/10/2016	Indigent	DP		10/3/2016	10/9/2016
Cominsky, Shawna M	2079367439	1/7/2016	Indigent	DP		4/3/2016	4/8/2016
Cruz, Jose E	2079369296	2/25/2016	Indigent	DP		4/23/2016	4/30/2016
Gonzales, David L	2079347310	3/11/2016		DP			
Kato, Nicholas A	2079345109	1/15/2016	Indigent	DP		3/20/2016	3/25/2016
Long, Theresa	2079368468	2/4/2016	Indigent	DP		3/20/2016	3/27/2016
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
Schulz, Carly W	2079344099	3/11/2016		DP			
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
Whigham, Cody L	2079368457	2/4/2016	Indigent	DP		4/2/2016	4/8/2016

Total Clients:	12
Total Indigent:	6

Judge Freeman:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Clients:	0
Total Indigent:	0

COB Clients:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Clients:	0
Total Indigent:	0

Other Clients:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Houk, Matthew P	2079345878	11/4/2015			McLennan		
ONeal, Richard	2079366355	12/3/2015			McLennan		
Schafer, Robert I	2079364376	10/15/2015			McLennan		
Smith, Reginisha N	2079359703	1/19/2016			McLennan		
Speights, Earnest R	4101972	12/23/2015			McLennan		
Walker, Ann K	2079366133	11/25/2015			McLennan		
Wilson, Christopher L	2079366140	11/25/2015			McLennan		

Total Clients:	7
Total Indigent:	0

Total CSCD	7
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COB Clients:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Clients:	0
Total Indigent:	0

Grand Total Clients:	19
Grand Total Indigent:	6

**Double Clients:
Sheriff:**

Judge Cates:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Beard, Patrick W	2079364375	10/15/2015		Scram RB		5/18/2016	5/24/2016
Bethel, Michael L	2079368711	2/10/2016	Indigent	DP		10/3/2016	10/9/2016
Cominsky, Shawna M	2079367439	1/7/2016	Indigent	DP		4/3/2016	4/8/2016
Cruz, Jose E	2079369296	2/25/2016	Indigent	DP		4/23/2016	4/30/2016
Gonzales, David L	2079347310	3/11/2016		DP			
Gutierrez Jr., Manuel	2079369295	2/25/2016	Indigent	UA		7/20/2016	7/26/2016
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
Long, Theresa	2079368468	2/4/2016	Indigent	DP		3/20/2016	3/27/2016
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
Schulz, Carly W	2079344099	3/11/2016		DP			
Sharp Jr., Francis M	2079344505	1/7/2016		Scram RB		3/20/2016	3/30/2016
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
Whigham, Cody L	2079368457	2/4/2016	Indigent	DP		4/2/2016	4/8/2016
Whitaker, Terence B	2079343990	2/5/2016	Indigent	UA		4/21/2016	4/30/2016
White Jr., John W	2079368474	2/4/2016	Indigent	UA		4/2/2016	4/2/2016

Total Clients:	19
Total Indigent:	9

Judge Freeman:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Clients:	0
Total Indigent:	0

Other Clients:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Barnett, Denny H	2079367661	1/13/2016	Indigent	Scram CAM			

Total Clients:	1
Total Indigent:	1

Pre Trial Intervention Program:

GPS Clients:

SCRAM RB Clients:

Name:	Client ID #:	Enrollment:			
	2079357362	4/17/2015			4/17/2016
	2079365415	11/6/2015			5/4/2017
	2079364875	10/28/2015			5/28/2016
	2079369485	3/1/2016			3/1/2017
	2079369239	2/24/2016			2/24/2017
	2079359215	6/5/2015			9/5/2016
	2079369692	3/4/2016			3/4/2017
	2079368241	1/28/2016			1/28/2017
	2079368394	2/2/2016			2/2/2017
	2079366207	11/30/2015			5/30/2016
	2079362315	8/21/2015			4/21/2016
	2079367884	1/20/2016			5/20/2016
	2079365788	11/17/2015			11/17/2016
	2079365148	11/3/2015			5/3/2016
	2079367311	1/4/2016			1/4/2017
	2079367536	1/11/2016		UA 1x a Month for 24 M	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
	2079369450	2/29/2016			2/28/2017
	2079367392	1/6/2016			10/6/2016
	2079361550	8/3/2015			8/3/2016
	2079364048	10/7/2015			4/7/2016
	2079366062	11/24/2015			2/24/2017
	2079360608	7/9/2015			4/9/2016
	2079364290	10/13/2015			4/13/2016
	2079364989	10/29/2015			5/29/2016
	2079368702	2/10/2016			2/10/2017
	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
	2079369305	2/25/2016			2/25/2017
	2079364145	10/9/2015			10/9/2016
	2079367805	1/19/2016			1/19/2017
	2079362960	9/8/2015			9/8/2016
	2079362029	8/14/2015			8/14/2016

Total Clients: 50

	2079367396	1/6/2016			4/6/2016
	2079369518	3/1/2016			3/1/2017
	2079366777	12/15/2015			3/15/2017

SCRAM CAM Clients:

Name:	Client ID #:	Enrollment:			
	2079355750	3/11/2015			3/11/2016
	2079357781	9/11/2015			4/29/2016
	2079358098	12/4/2015			12/4/2016
	2079351353	11/7/2014			11/16/2016

Total Clients: 4

DP Clients:

Name:	Client ID #:	Enrollment:			
	2079364404	12/18/2015	DP 1st 30 days- UA/DP R		12/18/2017
	2079369236	2/24/2016	DP 90 days- UA 1x a Mor		2/24/2017
	2079364500	10/19/2015	DP 6 Months- UA 2x a M		10/19/2017
	2079368790	3/10/2016	DP for 6 Month		9/10/2016
	2079368713	2/10/2016	DP 90 days- UA 2x a Mor		2/10/2018

Total Clients: 5

Soberlink Clients:

Name:	Client ID #:	Enrollment:			
	2079356608	3/27/2015	SoberLink		3/27/2016

Total Clients: 1

UA Clients:

Name:	Client ID #:	Enrollment:			
	2079367420	1/7/2016	1x a Month		1/7/2017
	2079358130	5/8/2015	1x a Month		5/8/2016
	2079368623	2/8/2015	Random UA		2/8/2017
	2079363141	2/4/2016	1x a Month		2/4/2017
	2079367853	1/20/2016	1x a Month		1/20/2017
	2079357780	4/29/2015	1x a Month		4/29/2016
	2079367814	1/19/2016	1x a Month		1/19/2017
	2079368390	2/2/2016	2x a Week for 60 Days- 2		8/2/2017
	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

Total Clients: 83

	2079360380	7/2/2015		1x a Month	1/2/2017
	2079357931	5/4/2015		2x a Month for 12 Months	5/4/2016
	2079351959	11/21/2014		1x a Month	11/21/2016
	2079369301	2/25/2016		1x a Month	2/25/2018
	2079369800	3/8/2016		1x a Month	3/8/2017
	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
	2079358878	5/28/2015		2x- 6mths, 1x- 6mths	5/28/2016
	2079352456	10/19/2015		1x a Month	10/19/2017
	2079369844	3/9/2016		1x a Month	3/9/2017
	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
	2079367128	12/23/2015		DP 1x - UA 1x Month Res	12/23/2017
	2079358604	5/20/2015		1x a Month	5/20/2017
	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
	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- Remain	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
	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- Remain	7/9/2016
	2079358311	5/13/2015		1x a Month	5/13/2016
	2079362958	9/8/2015		2x a Month	9/8/2017
	2079367050	12/22/2015		DP for 10 days- UA 2x a	12/22/2017
	2079369098	2/19/2016		1x a Month	2/19/2017
	2079357393	4/17/2015		1x a Month	4/17/2016
	2079363879	10/1/2015		1x a Month	12/1/2016
	2079368793	2/12/2016		DP 1st 10 day- 2x a Month	2/12/2017
	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
	2079365235	11/4/2015		1x a Month	11/4/2016
	2079366826	12/11/2015		1x a Month	12/11/2016
	2079366651	12/11/2015		1x a Month	12/11/2016
	2079369247	2/24/2016		1x a Month	5/24/2017
	2079366305	12/2/2015		1x a Month	12/2/2016
	2079369236	2/24/2016		DP 90 days- UA 1x a Month	2/24/2017
	2079359935	6/22/2015		1x a Month for 18 Months	12/22/2016
	2079368476	2/4/2016		1x a Month	2/4/2017
	2079364885	10/28/2015		2x a Month	1/28/2017
	2079362951	9/8/2015		1x a Month	3/8/2017

Other Clients:

<u>RB</u>		
Severe, Daniel	2079358545	5/19/2015
<u>Scram CAM:</u>		
<u>SoberLink:</u>		

<u>Drug Patch:</u>		
Castro, Jon C	2079343909	3/1/2016

FILED: MAR 15 2016

J.A. "ANJY" HAWWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowan 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 AND UTILIZATION OF COUNTY BUILDINGS, UTILIZATION PLANNING,
CONSULTANT, JOINT FACILITIES MASTERPLAN OR STUDY / UPDATES RE:
MAINTENANCE AT HWY 6 OR DOWNTOWN JAIL / MAINTENANCE AT TRADINGHOUSE
LAKE/PARK / RECOMMENDATIONS FROM TRADINGHOUSE LAKE / PARK ADVISORY
COMMITTEE / ADA CAPITAL IMPROVEMENTS / POLICY FOR COUNTY RIGHT OF WAYS
/ SURREY RIDGE ROAD, SPEEGLEVILLE ROAD, AND / OR CHAPEL ROAD / THEMIS
STATUE / POLICY RE: OFFICE REMODELING / DISCUSSION REGARDING LINCOLN
CITY ROAD FLOODING / ROOFING PROJECTS FOR VARIOUS COUNTY
BUILDING AND MATTERS RELATED THERETO**

On this the 15 day of March, 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 and 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 / Recommendations from Tradinghouse Lake/Park Advisory Committee / Park Advisory Committee /-ADA Capital Improvements / Policy for County Right of Ways / Surrey Ridge Road, Speegleville Road, and/or Chapel Road / Themis Statue / Policy re: Office Remodeling / Discussion regarding Lincoln City Road Flooding / Roofing Projects for Various County Buildings and Matters Related Thereto. The Court discussed plans to repair and/or rebuild the Themis Statue.

6. OPTIONS WITH ASSOCIATED BUDGET ESTIMATE

OPTION 1 – REPAIR EXISTING THEMIS STATUE

Remove statue and ship to qualified sheet metal restoration firm specializing in repair and conservation of sheet zinc statuary. Strip paint at affected area of shoulder to allow for soldering, reproduce damaged arm and scale using the existing damaged pieces as a model. Provide new armature for arm and connect to existing main support. Prime and paint new and repaired areas with specified paint system. Ship restored statue to Waco and reinstall.

Remove, ship, and reinstall statue by local contractor:	\$192,600
Restore statue (8 weeks):	\$ 77,725
Subtotal:	\$270,325
8% Owners Contingency:	\$ 21,626
Estimated Cost Option 1 (Includes O & P):	\$291,951

OPTION 2 – RECONSTRUCT THEMIS STATUE OUT OF SHEET ZINC OR COPPER

Remove statue and ship to qualified sheet metal restoration firm, such as Heather & Little. Reconstruct Themis statue to match historic using existing statue as a model, includes new main support, internal armatures, and painting. Statue material shall be Zinc sheet metal or copper matching thickness of original sheet metal. Ship reconstructed statue to Waco and reinstall.

Remove, ship, and reinstall statue by local contractor:	\$192,600
Reconstruct statue (16 weeks):	\$164,725
Subtotal:	\$357,325
8% Owners Contingency:	\$ 28,586
Estimated Cost Option 2 (Includes O & P):	\$385,911

OPTION 3 – RECONSTRUCT THEMIS STATUE OUT OF CAST ALUMINUM

Remove statue and ship to qualified ornamental metal fabricator, such as Robinson Iron. Reconstruct Themis statue to match historic using existing statue as a model, includes new main support, internal armatures, and painting. Statue material shall be cast aluminum with approximately 3/8" wall thickness. Review of statue weight and loads on the existing lantern structure by a structural engineer. Allowance for design and fabrication of new support assembly for statue due to increased load. Ship reconstructed statue to Waco and reinstall.

Remove, ship, and reinstall statue by local contractor:	\$192,600
Reconstruct statue (20 weeks):	\$126,500
Engineering and new support assembly allowance	\$ 20,000
Subtotal:	\$339,100
8% Owner's Contingency:	\$ 27,128
Estimated Cost Option 3:	\$366,228

FILED: MAR 15 2016

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

INFORMATION ONLY:

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INFORMATION GATHERING, DISCUSSIONS, STATUS REPORTS / UPDATES
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**DISCUSSION RE: TEXAS DEPARTMENT OF TRANSPORTATION:
INCLUDING DISCUSSION RE: RURAL/PUBLIC TRANSPORTATION
AND RELATED MATTERS**

On this the 15 day of March, 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: Texas Department of Transportation*: including Discussion re: Rural/Public Transportation and related matters. Judge Felton updated the Court regarding the Rural / Public Transportation.

DISCUSSION ONLY:

COMMISSIONERS COURT WORK SESSION:
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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: UPCOMING CONTRACTS

On this the 15 day of March, 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: Upcoming Contracts*. The Court discussed Upcoming Contracts.

ORDER RECESSING SPECIAL SESSION

On this the 15 day of March, 2016, at 11:19 o'clock a.m., the County Judge Scott M. Felton announced that this meeting of March 15, 2016 stands in recess for five minutes.

ORDER RECONVENING SPECIAL SESSION

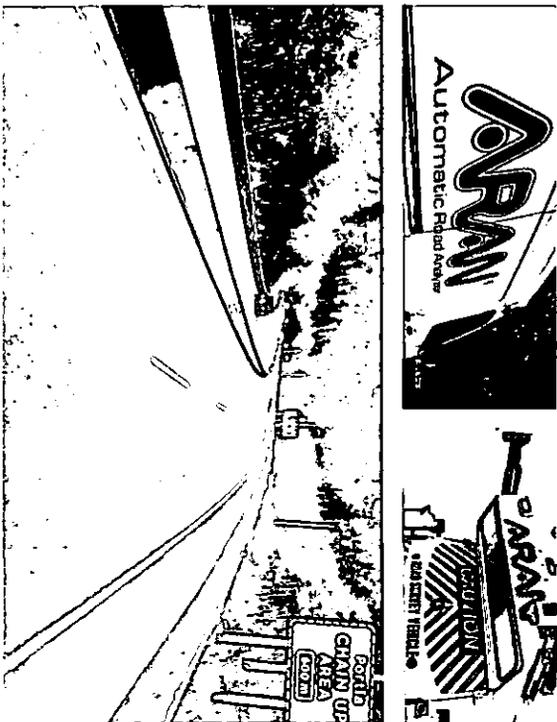
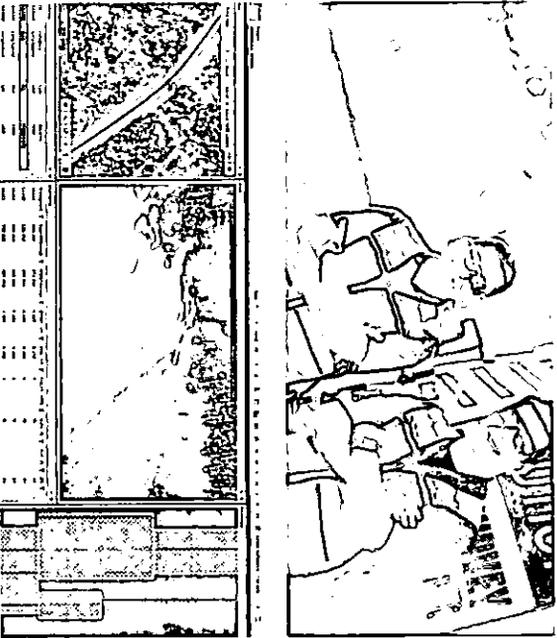
On this the 15 day of March, 2016, at 11:25 o'clock a.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones and Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

DISCUSSION ONLY:

**COMMISSIONERS COURT WORK SESSION:
INFORMATION GATHERING, DISCUSSIONS, STATUS REPORTS / UPDATES
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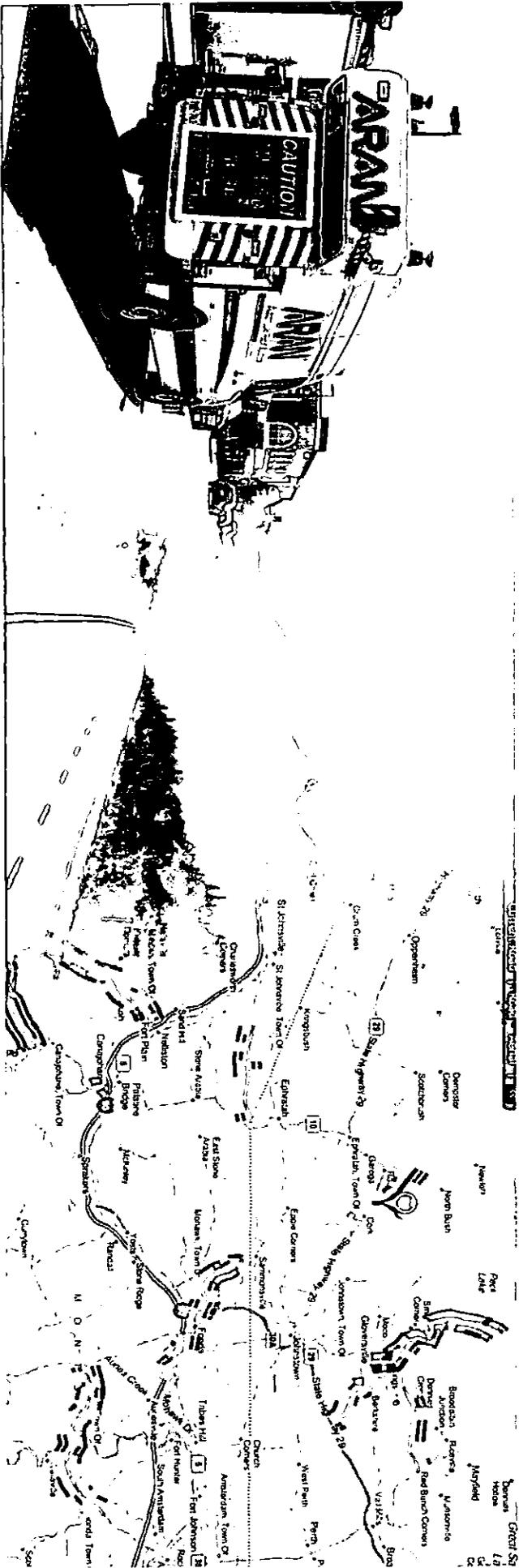
DISCUSSION RE: FUGRO ROADWARE, INC:

On this the 15 day of March, 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: Fugro Roadware, Inc.* Mr. Thomas Burchett and Mr. Adam Callie with Fugro Roadware Inc. gave a presentation to the Court regarding Pavement management and the McLennan County roads.



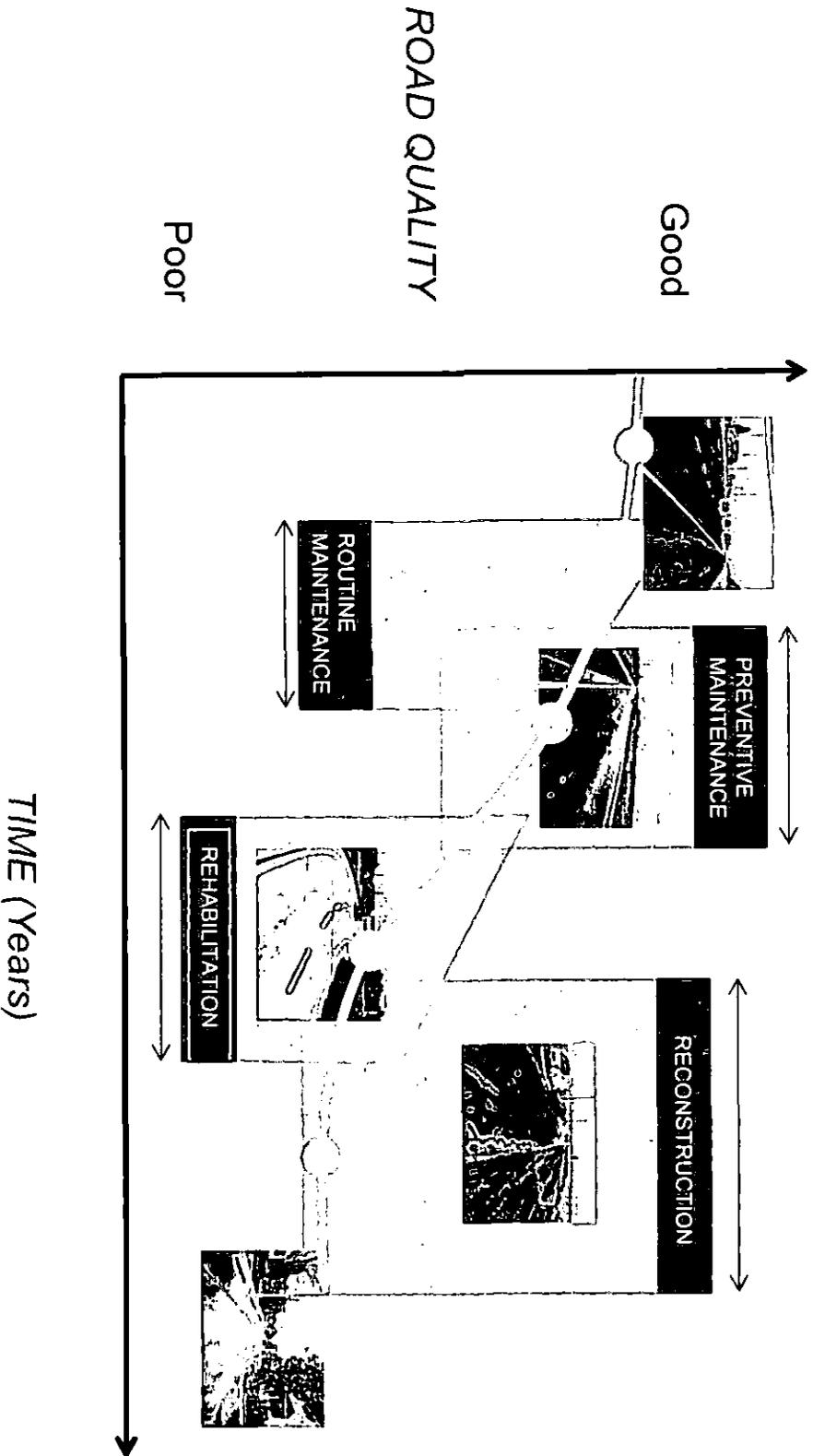
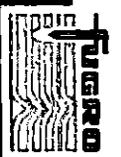
FUGRO ROADWARE
EXPERIENCE. INNOVATION. SERVICE

PAVEMENT MANAGEMENT

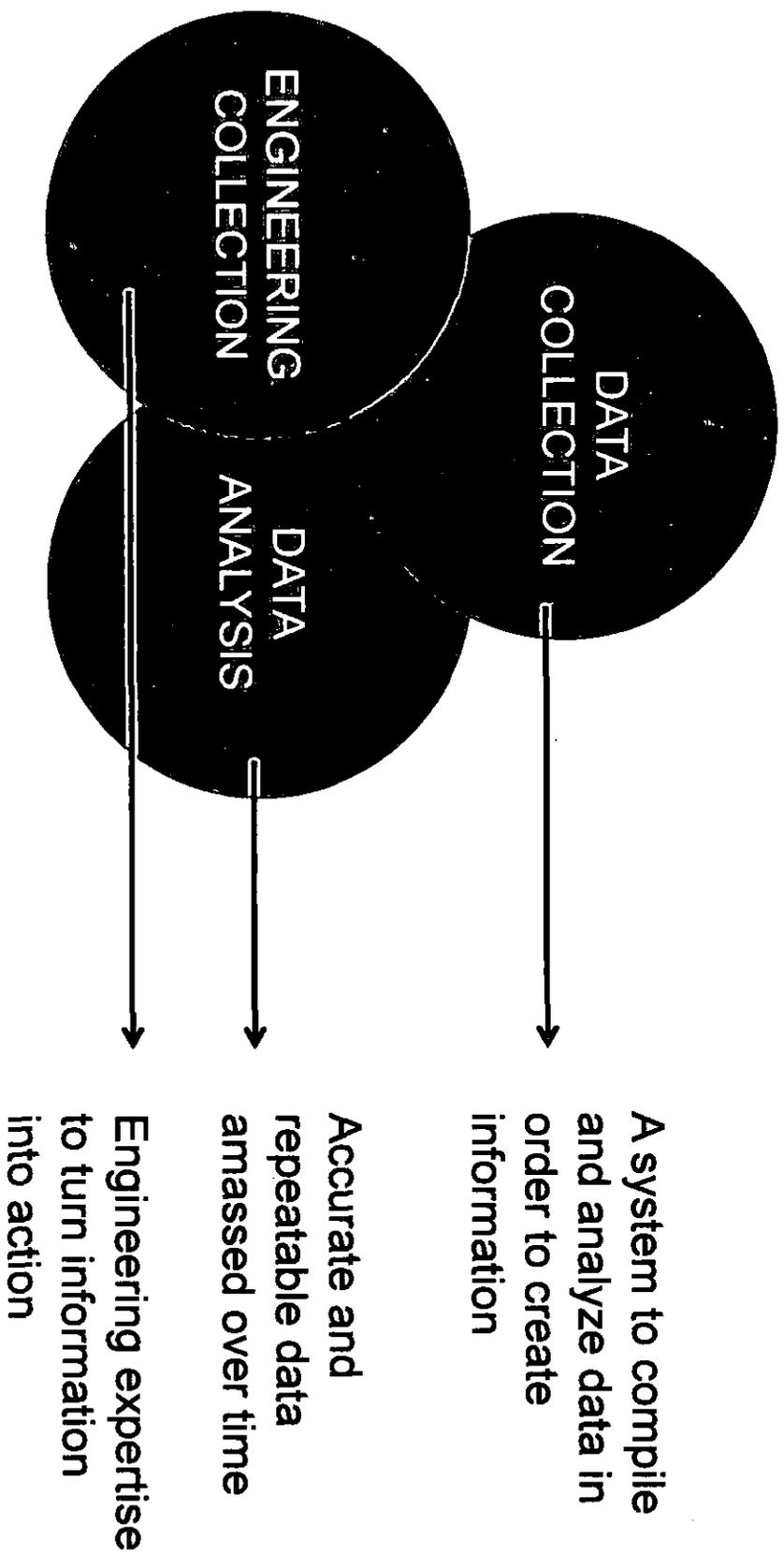


The goal of pavement management is to apply the right treatment, to the right pavement, at the right time.

COST EFFECTIVE MAINTENANCE



WHAT DOES ROADWAY MANAGEMENT REQUIRE?



WHY AUTOMATED DATA COLLECTION?



- Safety
- Efficiency/Economy
- Accuracy
- Repeatability
- Standardization

AUTOMATED DATA COLLECTION PROCESS



- 1 Client's Road Network Data
- 2 Equipment Calibration and Setup
- 3 Field Work
- 4 Office Analysis
- 5 Upload to PMS/AMS/GIS
- 6 Engineering Decisions

AUTOMATIC ROAD ANALYZER (ARAN)



> TEXTURE (Option 2)
The LCMS sensors calculate full lane width texture measured in 5 AASHTO brands

> PAVE3D DISTRESS
With the ARAN's LCMS subsystem, 3D profile data is used for automated detection and full lane width image display.

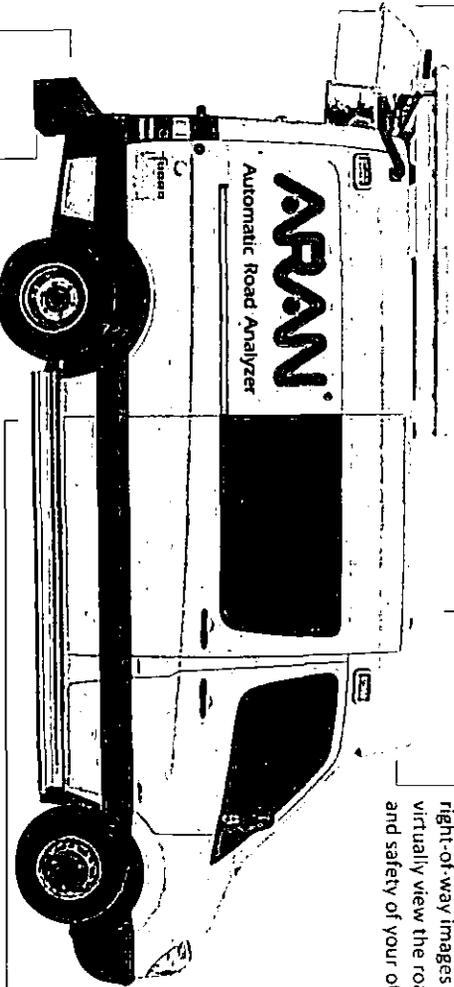
> POSITIONING – POS LV 220
The POS LV tracks the position and orientation of the ARAN in real-time. This combines data from tactical-grade fiber optic gyros and accelerometers, a differential GPS, and a DMI.

> POSITIONING - GPS
Every ARAN is equipped with a GPS and is integrated with other subsystems so that if the receiver cannot lock on enough satellites to determine its position, the ARAN DMI and the ARAN Inertial Reference System will fill in the gaps.

> RIGHT-OF-WAY VIDEO
The ARAN can be outfitted with as many as six HDTV cameras which captures right-of-way images allowing you to virtually view the road from the comfort and safety of your office.

> PAVE3D RUTTING
The 3D Laser Measurement System uses dual scanning lasers to accurately measure the transverse profile of the road with 4000 points over 4 meters.

> ROUGHNESS
The Laser SDP is a longitudinal profile measurement system that provides road profile data capture and real-time roughness index calculation using a combination of high-speed lasers and accelerometers.



> TEXTURE (Option 1)
Smart Texture utilizes high frequency lasers to measure the mean profile depth of road surface macrotexture.

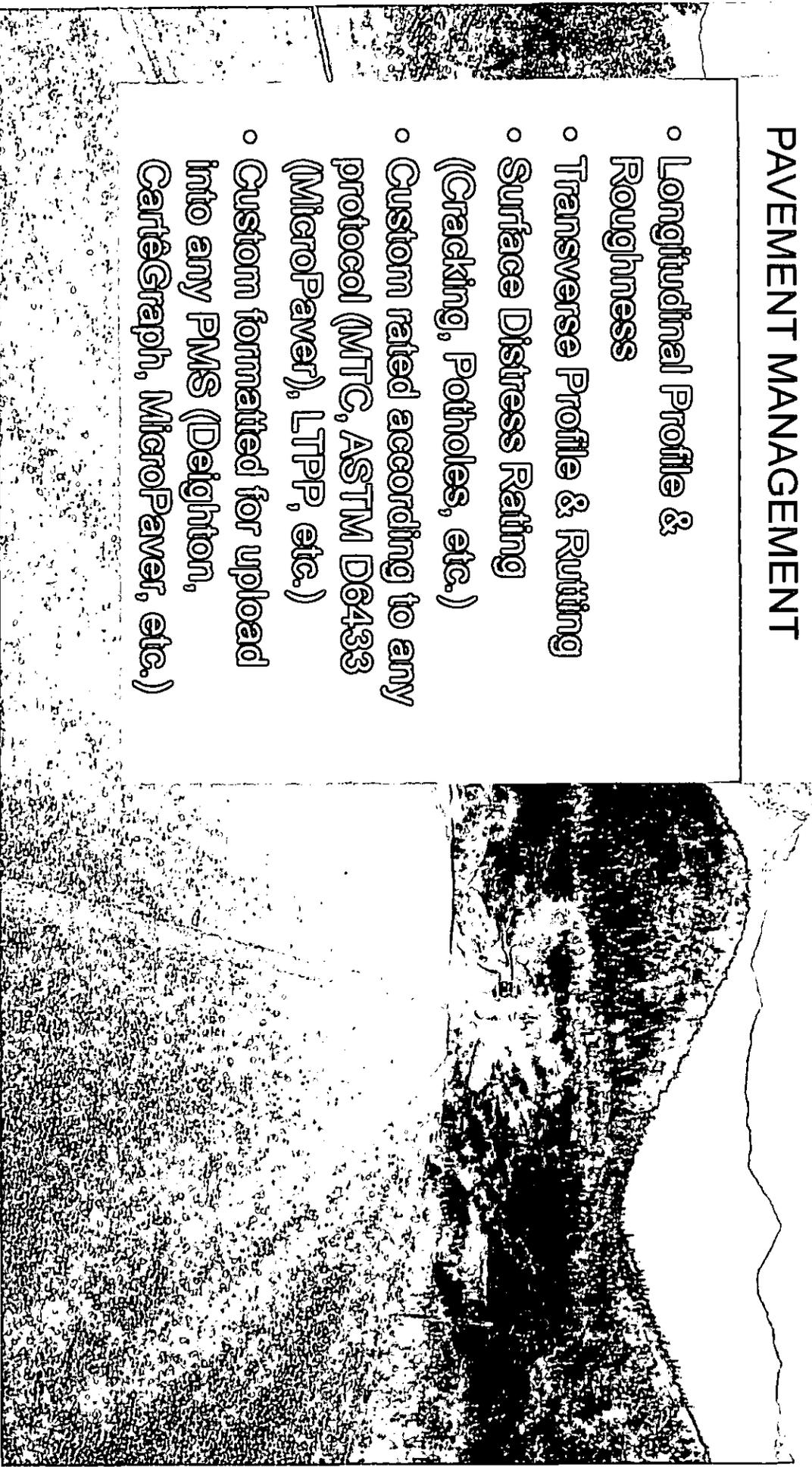
> POSITIONING - DMI
The Distance Measuring Instrument measures ARAN chainage and linear distance travelled. Every ARAN is equipped with a GPS and is integrated with other subsystems so that if the receiver cannot lock on enough satellites to determine its position, the ARAN DMI and the ARAN Inertial Reference System will fill in the gaps.

> GROUND PENETRATING RADAR
An electromagnetic device used to detect changes in road structure, including material thickness, changes in material and changes in material condition.

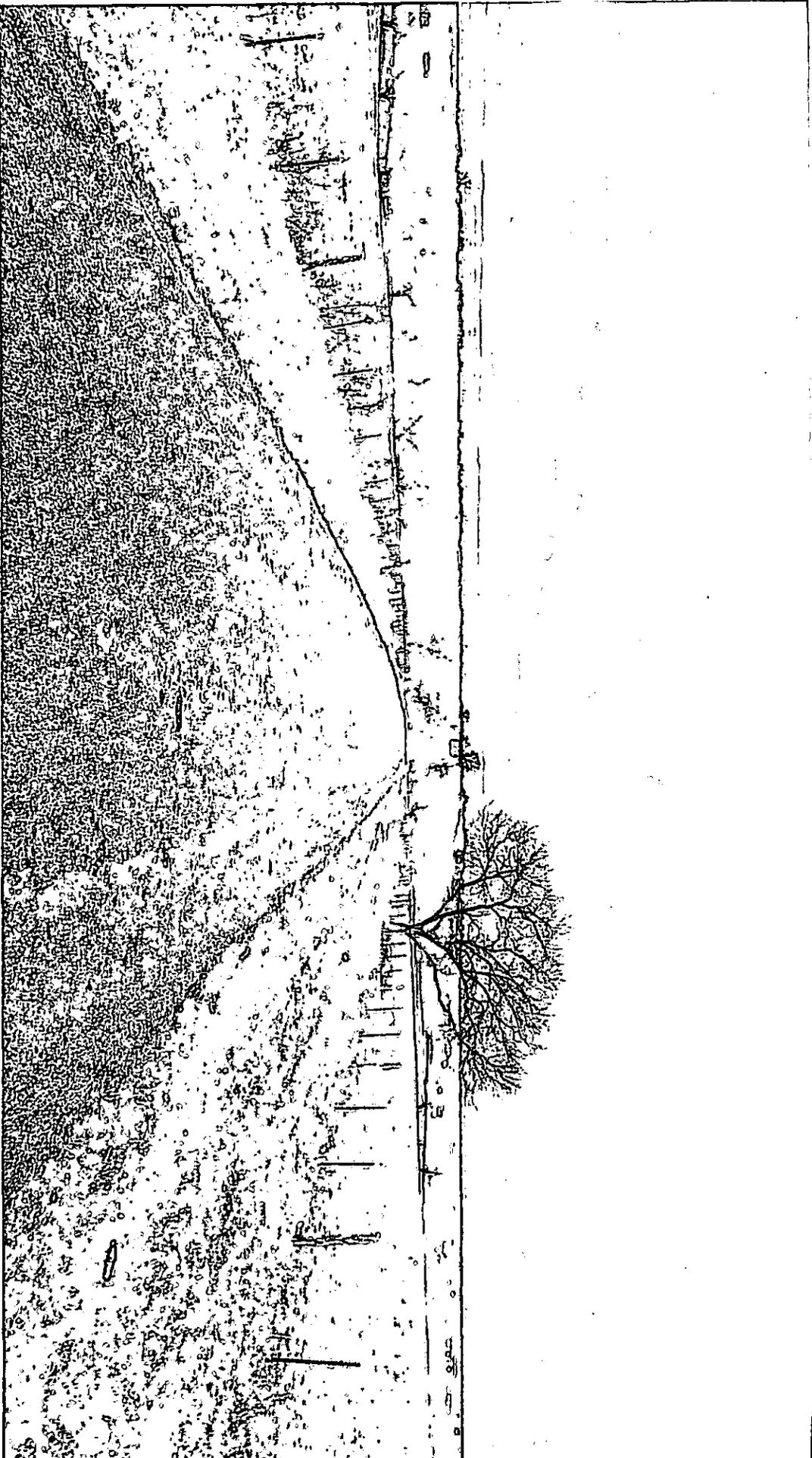


PAVEMENT MANAGEMENT

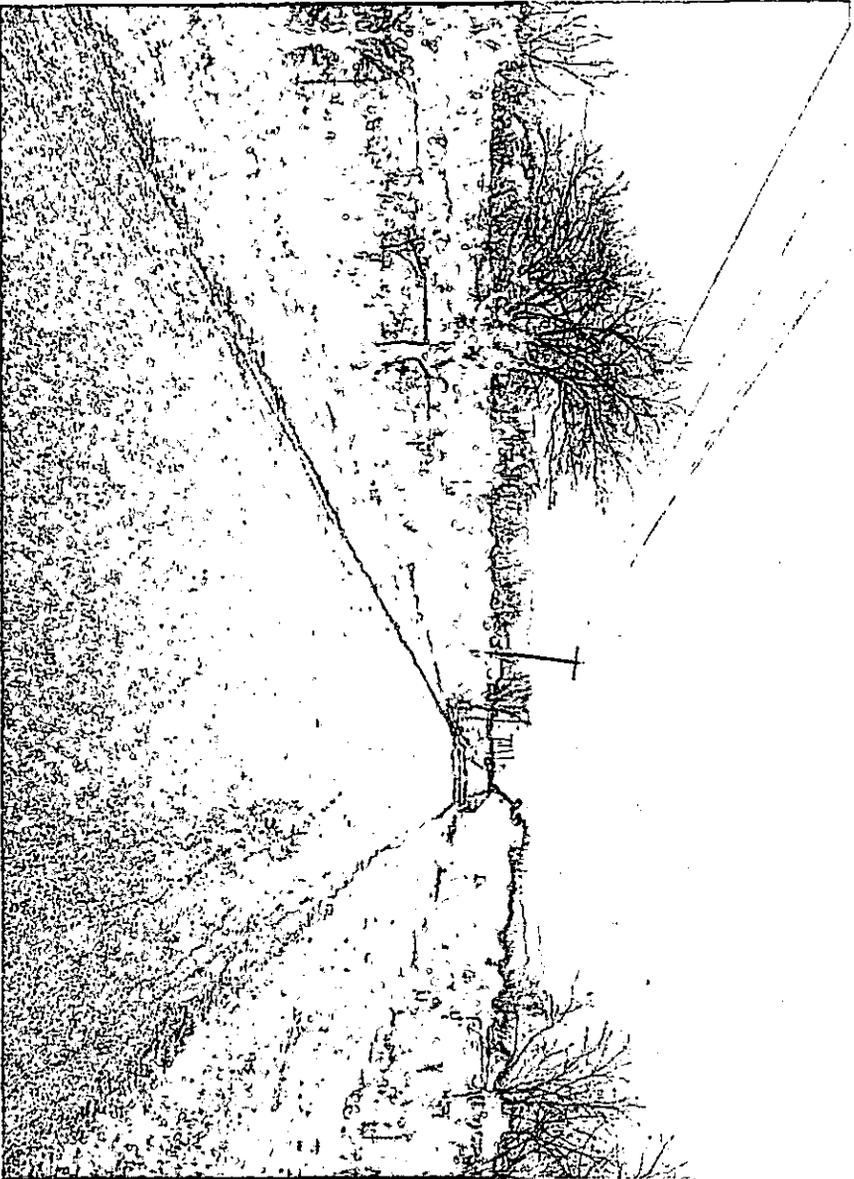
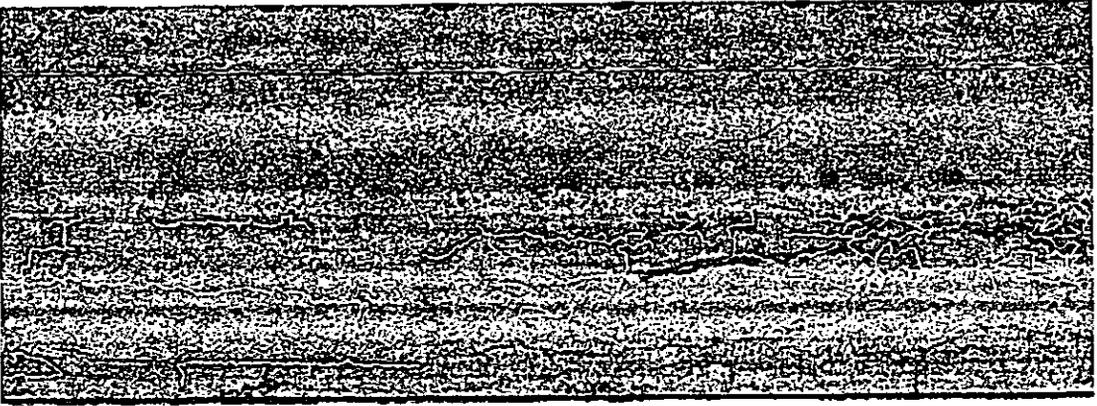
- Longitudinal Profile & Roughness
- Transverse Profile & Rutting
- Surface Distress Rating (Cracking, Potholes, etc.)
- Custom rated according to any protocol (MTC, ASTM D6433 (MicroPaver), LTPP, etc.)
- Custom formatted for upload into any PMS (Deighton, CarrièGraph, MicroPaver, etc.)



BATTLE LAKE ROAD ARAN DEMONSTRATION



PAVEMENT & ROW IMAGES



RANGE OF SERVICES



- City of Bulverde
 - Data Collection
 - Distress Processing
 - Data Delivery
- City of Waco
 - Data Collection
 - Distress Processing
 - Data Delivery
 - Pavement Management System Implementation
 - Full Network Analysis
 - Budget analyses
 - Maintenance plan recommendations

WHAT DO OTHER LOCAL GOVERNMENTS SAY?



Pavement management

provides a
basis for
funding.

simplifies the
decision making
process.

MISSION



www.fugro.com | Home | Avion Home | Year 2014 | Level 100 | Linear Reference 0.381

Map: Bing Map | Road | Aerial | M | + | - | 100%

CCI (Segments)

Changeage

ROW

Pavement

ID/Segment	Begin/Changeage	End/Changeage	KEY	CHRIS_ID	DATE	ROUTE_NAME	MAINT_DIS
1153155	0.17	0.27		1153155	20131028		43
1153156	0.27	0.32		1153156	20131028		43

FEATURES OFFERED:

- Synchronized Viewing
- Right-of-Way Images
- Pavement Images
- Web Application
- User Management
- Thematic Mapping

SURVEYOR: ASSETS COLLECTED CAN INCLUDE...



Boulevards

Catch Basins

Concrete Barriers

Curb and Gutter

Cycling Lanes

Guiderails

Maintenance Holes

Rumble Strips

Pavement Markings

Retaining Walls

Shoulders

Structures

Sign Structures

Signs

Sidewalks

Utility Poles

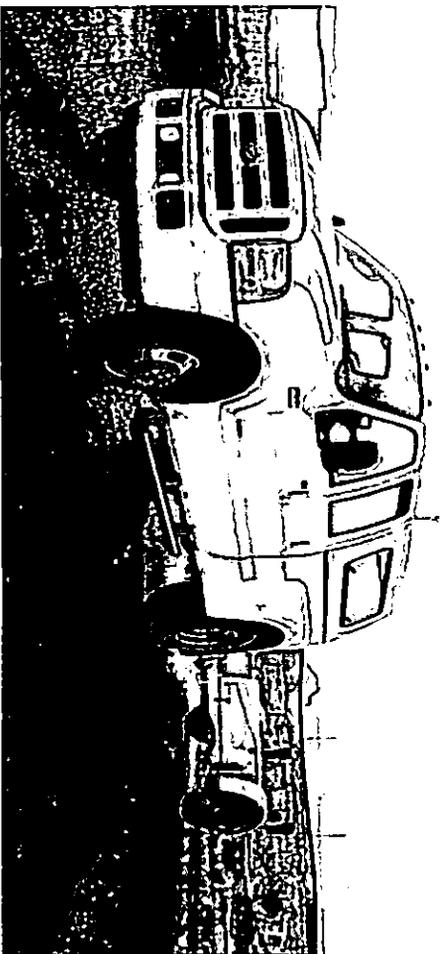
ADDITIONAL DATA COLLECTION RESOURCES



FRICITION TESTING



Friction testing according to ASTM E 274
locked wheel trailer with ribbed tire



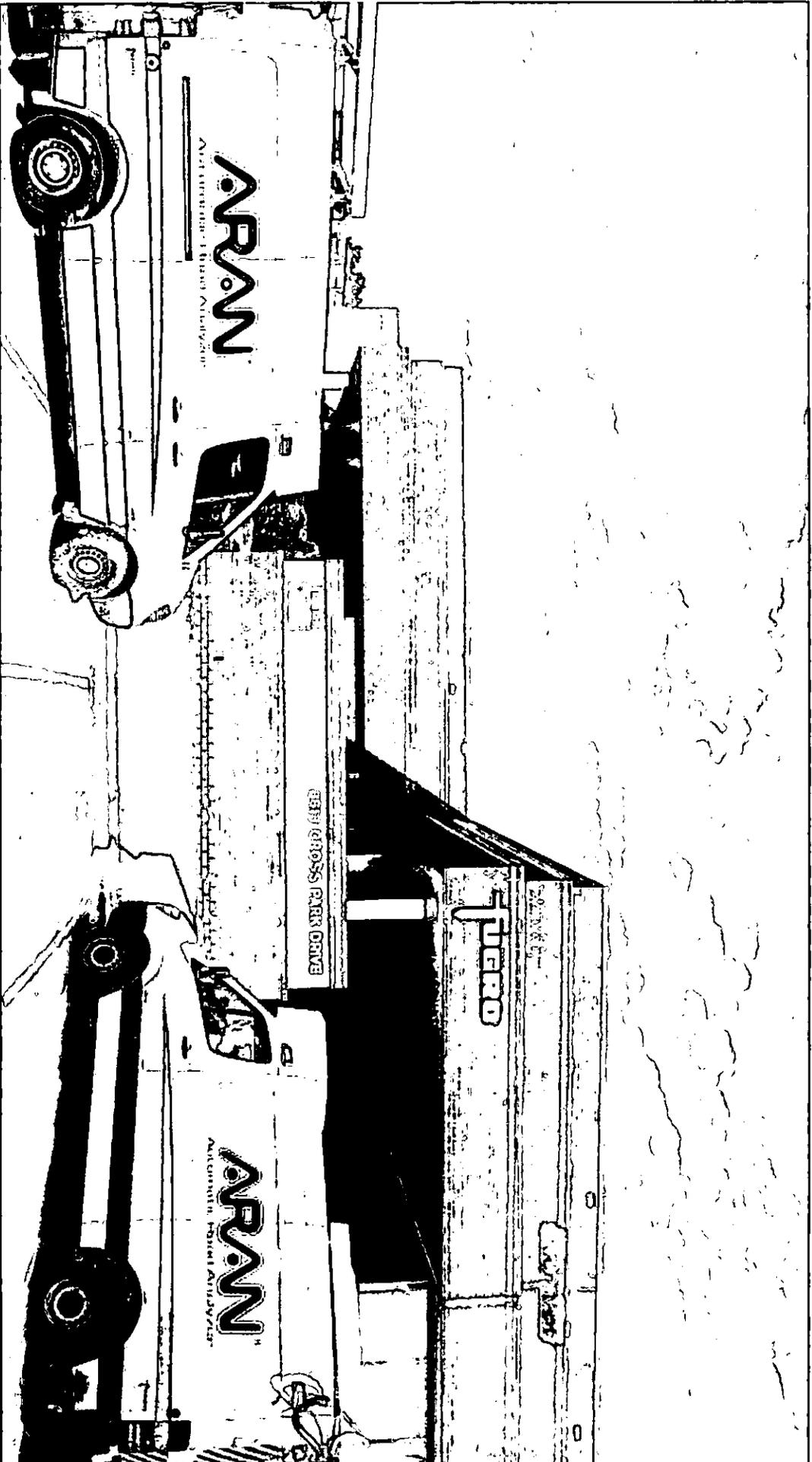
FALLING WEIGHT DEFLECTOMETER (FWD)



**Fugro has owned, operated, & conducted FWD (Deflection)
analysis for over 30 years!**



QUESTIONS?



FILED: MAR 15 2016

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

DISCUSSION ONLY:

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DISCUSSION RE: TIME KEEPING SYSTEM:

On this the 15 day of March, 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: Time Keeping System*. HR Director Amanda Talbert gave a presentation to the Court regarding the adoption of a Time Keeping System for McLennan County employees.



Amanda M. Talbert
Human Resources Director

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

MEMORANDUM

Date: Tuesday, March 15th, 2016
To: Commissioner's Court
From: Amanda Talbert, HR Director
Subject: Informational Input Regarding Time Keeping System

Previously I was asked to seek the input of other department heads, elected officials and/or supervisors regarding a time keeping system. In seeking input, very little information was shared regarding the type of system that would best function and serve to meet the needs of the County. In fact, we have not completed a needs analysis to determine what features of a time keeping system would be pivotal in making any kind of process change with regard to how employees record their time. I state this because it is important to understand that the feedback offered was based on the County representative's perception of how an electronic time keeping system may or may not operate/function. Thus, some of their concerns or stated advantages may not be applicable.

If the Court is interested in pursuing this further, it would be my recommendation to create a team or committee to represent the County's interests to determine a needs analysis defining the functional operational elements an electronic time keeping system must provide to meet our specifications. This team could review system options and pricing to make a recommendation to the court as to whether this is something to consider implementing in the future. Of course, the team would have to define how this would be in the best interests of the County and County employees, as well as, display the cost savings, if any.

At present, this is the information collected as to the current interests of implementing an electronic time keeping system.

In Favor	# of Employees In Division	Opposed to	# of Employees In Division	Ambivalent "Willing to Use Whatever is Provided/No Preference"	# of Employees In Division
8		2		8	
Eva Cruz-Hamby - Indigent Health Services	7	Sheriff McNamara - Sheriff's Office	350	Tessa Slovak - Court Services Coordinator	
Lisa Fetsch - IT & Archives	21	Billy Garrett - R&B, Pct. 4	20	Judge Peterson - JP Pct. 1 - 2	4
Judge Richardson - JP Pct. 4	3	Henry Ward/Vivian Powers - R&B, Pct. 1	18	Bill Helton - Treasurer	4
Herschel Miller - Maintenance of Buildings	21	Walt Strickland - Constable Pct. 1	14	Steve Hendrick - Engineering	6
Amanda Talbert - Human Resources	5	John Mynar - R&B, Pct. 3	14	Judge Hensley - JP Pct. 1 - 1	4
Collin Coker - Juvenile Services	102			Freddie Cantu - Constable Pct. 5	4
William "Chip" Seigman - Adult Probation	67			Jon Gimble - District Clerk	25
Randy Riggs - Tax Office	38			Judge Lee Jr. - JP Pct. 2	3
				Steve Hernandez - Veteran Services	1
				Wayne Canaday - Maintenance of Equipment	4
				Stanley Hickey - Constable Pct. 4	3
Total People Impacted	264	Total People Impacted	416	Total People Impacted	58

Feedback from Those Surveyed

Reasons Supporting Time Keeping System

- Ease of reporting time sheets thru the automation
- Appreciation for the varied reporting options in regards to management
- Appreciation for the scheduling component (if available)
- This would eliminate any false recordings on the paper time sheet we have now
- Save the county money by accurately reflecting the hours each employee completes; faster, more simplified, automated processing
- This would hold the employee more accountable on tardiness and keep the supervisor more in tune to the employees whereabouts
- Adult Probation is currently using a system called "Touch & Go" for some time keeping purposes and to know who is in the bldg, this system would be better as long as it could provide web access remotely for field worker
- Like the idea of automating to keep and report time
- Supportive if the system can cut down on the time needed to prepare (complete) employee time sheets, approve (management time) time sheets and process (payroll/auditor)
- Eliminates the need for hard copy time sheets
- Adequately records lunch times
- Captures leave time more accurately
- Recording of the actual time upon arriving to work, leaving for lunch, returning from lunch and leaving for the day would be a better way to reflect total hours worked, it would record every minute worked to ensure we're fairly compensating employees and would be nice to have a system automatically total the hours
- Supervisors would be able to generate reports to see how frequently someone misses work, to track tardiness and to see whether an employee has the accrued time to grant a time off request

Reasons Opposing Time Keeping System

- The expense the county would endure to implement the system
- I do not have any scheduling problems in my office
- Concern about how a system would interface with Payroll Processing
- Concern about whether this could take more of an administrative burden if supervisors do not appropriately make corrections when payroll is due
- Concern about whether it would work for lunches with Road & Bridge, solution would have to work out in the field with either an iPhone or iPad for the crews
- How would the system account for comp time to minimize employee's ability to accrue these hours without authorization
- Would the system have the ability to track the 15 minute breaks employees receive
- Would there be a sufficient amount of time clocks to ensure that production isn't lost with a line at the time clock to clock in/out
- An automated system may capture more time requiring additional overtime to be booked putting our normal productivity at a disadvantage, and the overall cost of a new system is low on the priority list of office essential needs
- We use a form in the office for people to fill out if they are requesting time off, and we keep a paper calendar to note when everyone will be out. No need to use an electronic tool for this, paper is cheaper.
- Concern for field officers regardless of working for Constables or within the Sheriff's office, difficulty clocking in/out when responding from home. Too cumbersome to require them to report into the office versus just responding to the location of need. Could work to clock in from a phone, but be aware not all patrol vehicles have computers
- Concern it is just not practical for field officers, difficult to track when they get called in when off duty. And their lunches can vary due to the work requirements/responsiveness to emergencies

- Being able to get reports to accurately see if employees are consistently late, or to see easily if they are continually exhausting accrued time as they earn it would be nice

- Concern the system would have difficulty if we use fingers for those positions that deal with dirt and grind, that they don't work for the long term or can't read the print

This is just a sample set of the feedback I received during my inquiry. I am willing to reach out to others in an attempt to gain additional input that could be valuable to the decision making process if deemed necessary. Overall I feel a system could be beneficial to assist in employee time tracking and could potentially allow the county to be more efficient overall. I am willing to assist in any way that I can.

FILED: MAR 15 2016

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

The Court went to G. f. Justice of the Peace, Precinct 3.

ORDER DEFERRING:

**JUSTICE OF THE PEACE, PRECINCT 3: EXPENDITURE
AUTHORIZATION (RE: SECURITY EQUIPMENT)**

RE: FY 2016 BUDGET

On this the 15 day of March, 2016, came on for consideration the matter Regarding the FY 16 Budget: Justice of the Peace, Precinct 3: Expenditure Authorization (re: Security Equipment). 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 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.

ORDER ADJOURNING SPECIAL SESSION

On this the 15 day of March, 2016, at 11:59 o'clock a.m. County Judge Scott M. Felton announced that the meeting of March 15, 2016 is adjourned.

ITEMS DEFERRED, AGENDA, MARCH 15, 2016

On this the 15 day of March, 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 March 15, 2016, be, and the same are hereby, deferred:

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

C. ITEMS PREVIOUSLY DEFERRED:

2. Regarding Contracts / Lease Agreements / Interlocal Agreements:

- a. Authorization of Professional Surveying and Civil Engineering Services Proposals and related Short Form of Agreements with Walker Partners:
 - 1. Surrey Ridge Road Improvement Project
 - 2. Speegleville Road Improvement Project

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:

- e. Road & Bridge, Precinct 2
- f. Justice of the Peace, Precinct 3: Expenditure Authorization (re: Security Equipment)

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 / Postings / Approvals Necessary for Statutory or Constitutional Qualifications / Acceptance of Resignations of Appointed or Elected Department Heads

- a. Consideration and/or Action on Department Head Review / Evaluation and Salary
- c. Human Resources
- d. Information Technology / Archives
- e. Justice of the Peace, Precinct 2

8. *McLennan County Subdivision Regulations:*

- a. Consideration and Action on a Variance Request to McLennan County's Subdivision Regulations in Precinct 4

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