

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 19th day of July, 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. In addition, notice is hereby given that this July 19, 2016 meeting will be recessed and reconvened on Wednesday, the 20th day of July, 2016 at 1:30 p.m. at the same location, to complete discussion and action on the agenda items set forth below, including the Budget Work Session, unless the meeting on July 19, 2016 is adjourned by decision of the Commissioners Court.

AGENDA

- I. **PROOF OF POSTING OF NOTICE** in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act.
- II. **A MOMENT OF SILENCE / INVOCATION; PLEDGES OF ALLEGIANCE**
- III. **CONSIDERATION OF, AND / OR ACTION ON, THE FOLLOWING:**
 - A. **APPROVAL / RATIFICATION OF PROCLAMATION / RESOLUTIONS**
 1. Authorization of Proclamation Recognizing & Honoring the Waco ISD Board of Trustees
 - B. **HEARING FROM MEMBERS OF THE PUBLIC ON COUNTY BUSINESS MATTERS**
 - C. **ITEMS PREVIOUSLY DEFERRED**
 1. *Regarding the FY 16 Budget:* 414th District Court
 2. Authorization of Bundled Commercial Service Agreement and related Documents: AMG Technology Investment Group, LLC dba Nextlink Broadband (re: Highway 6 Jail)
 - 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
 1. Authorization of Permit for Drainage Improvement Work: Winding Oaks Drive (380' South of Buster Chatham Intersection) Precinct 3
 - E. **REGARDING COUNTY PROPERTY and/or CONSTRUCTION PROJECTS:** Renovations, Repairs, Indemnification Regarding Cleaning / Maintenance Projects, Space Allocations / Furnishings / Equipment / Architectural Services / Invoices / Approval of Pay Applications / Change Orders / Contracts / Lease Agreements / Certifications of Substantial Completion / Authorizations Regarding Sale / Lease / Acquisition or Property
 1. Discussion and/or Action regarding McLennan County Detention Center / Downtown Jail Renovations
 - F. **AUTHORIZATIONS RE: CONTRACTS / LEASE AGREEMENTS / INTERLOCAL AGREEMENTS:**
 1. Economic Development:
 - a. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consultant Services; Proposed Projects /Program Project Agreements / Addendums / Pay Apps
 2. Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work)
 3. Authorization of Interlocal Cooperation Agreement: McGregor Independent School District (re: Chip Seal Parking Lots)
 4. Authorization of Recording System Support Agreement: BIS Digital, Inc. (re: 414th District Court)
 5. Authorization of Professional Services Agreement: iDocket.com (re: Ruby Service for McLennan County District Clerk)
 6. Authorization of Interlocal Cooperation Agreement: City of Leroy (re: Road Work)
 7. Authorization of Service Agreement: Sterling Infosystems, Inc. (re: Background Screening Services)
 - 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. 414th District Court (Fund 150)
 - b. Justice of the Peace, Precinct 5
 - c. Economic Development
 - d. Permanent Improvement Fund (Fund 401)
 - e. County Auditor
 - f. County Sheriff
 - g. Capital Outlay (County Engineer)
 - h. County Judge
 - i. Information Technology
 2. **Regarding the FY 17 Budget:**
 - a. Discussion and/or Actions regarding Matters Relative to the FY 17 Budget / 2016 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from County Auditor and/or Budget Work Sessions, other related matters as needed
 - b. Approval of Order Authorizing Placement of all Ads/Public Notices Relative to the FY 17 Budget / 2016 Tax Rate
 - c. Greater Waco Sports Commission: Discussion regarding FY 17 Funding Request
 - 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 Agreement for Inmate Medical and Health Services for McLennan County Jail: Compleat Physicians, PLLC
 2. Authorization of USMS Agreement # 80-10-0033 ICE/DCR Modification of Contract / Order No. HSCEDM-15-F-IG120 (Amendment No. P0004)
 - 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
 - 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 Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM): Ratification of Public Assistance Grant 4223 Award Letters:
 - a. FEMA Project Number PA-06-TX-4223-PW02060
 - b. FEMA Project Number PA-06-TX-4223-PW02061
 - c. FEMA Project Number PA-06-TX-4223-PW02045

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

1. Authorization of Award Recommendation regarding Bid 16-015: Gasoline and Diesel Fuel for McLennan County

L. CONSENT AGENDA ITEMS:

1. **Reading / Approval of Previous Meeting Minutes:** Acceptance of Amendments / Supplements / Corrections; Recording into the Court Minutes of Previously Approved Documents, Items Not Requiring Court Action, HB 914 Conflict Disclosure Statements, as applicable
2. **Financial Obligations of McLennan County:**
 - a. Authorization for Co. Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization
 - b. County Treasurer: Interest / Investment Reports / Authorizations / Recording of McLennan County Investment Policy / Acknowledgement Forms / Pooled Cash Account Balance Reports
3. **Human Resources / Salary Matters:** Benefits / Status Forms / Revisions to Salary Schedules; Authorizations Regarding Human Resources Issues / Revisions to Human Resources Policies; Compensation / Classification Issues / Personnel Reviews/ Reclassifications, Administrative Guidelines; Consultant Reports, Recommendations, Job Descriptions / Postings / Approvals Necessary for Statutory or Constitutional Qualifications / Acceptance of Resignations of Appointed or Elected Department Heads
 - a. Authorization of Job Title and Pay Grade Changes for Various Departments relative to FLSA Audit
4. **Authorizations / Ratifications re: RFP's / RFQ's / Bids / Advertisements / Publications / Public Notices / Sole Source Determinations / Surplus / Scrap Property Determinations / Recording of Legal Notifications**
5. **Travel and/or Education Requests / Ratifications:**
6. **Acceptance / Non Acceptance of Officials /County Department Heads /Staff /Departmental Reports/ Organization Reports / Updates; Reports relative to County Contracts/Agreements/Programs; Recording of Educational or Insurance Certificates/ Awards/ Bonds/ Recording of Conflict Disclosure Statements, Presentations to the Court**
 - a. Greater Waco Chamber of Commerce: Monthly Economic Development Report, May 2016
 - b. McLennan County Insurance Safety Committee: Recording of Meeting Minutes
 - c. Tax Assessor / Collector: Recording of Detailed Deposit Distribution Reports, June 2016
 - d. Tax Increment Reinvestment Zone Number One East, City of Lorena and McLennan County 381 Area: Recording of Semi-Annual Report, January – June 2016
7. **Commissioners Court, Discussion on, Consideration of and/or Action on:**
 - a. Ratification of Purchase / Designation of Authorized Purchaser:
 - b. Authorization re: Burn Ban in the Unincorporated Areas of McLennan County
 - c. Regarding Americans with Disabilities Act Compliance Project:
 - 1) Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for June)
 - d. Regarding the November 8, 2016 Joint General Election: Approval of Election Judges / Alternate Appointments for Election Day; Election Day Vote Centers; Early Voting Workers / Dates, Times, and Locations; Central Counting Station Workers; and Early Voting Ballot Board / Signature Verification Committee Members
 - e. Discussion and/or Action regarding the Transfer of McLennan County Phone System Responsibilities
 - f. Regarding the McLennan County Spaceport Development Corporation: Authorization of Board of Director Appointment
 - g. Regarding the McLennan County Historical Commission: Authorization of Commission Appointments

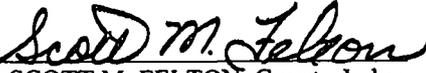
M. COMMISSIONERS COURT WORK SESSION: Information Gathering, Discussions, Status Reports / Updates and/or Presentations on any or all of the items listed below (no action will be taken by the Court on items presented in this part of the meeting): Discussion / Suggestions Regarding: Future Work Session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

1. **Discussion re: Criminal Justice Issues:** Updates regarding the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts / Courthouse Security / Video Conferencing Utilization / Public Nuisance Reporting & Enforcement Process, 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 / Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study / Updates re: Maintenance at Highway 6 or Downtown Jail / Tradinghouse Lake/Park / ADA Capital Improvements / Surrey Ridge Road, Speegleville Road, and/or Chapel Road / Themis Statue / 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: Time Keeping System**
6. **Discussion re: Agenda Item Submission**
7. **Discussion re: McLennan County Employee Policy Guide**

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

- A. **Section 551.071 of the Government Code (V.C.T.A.):** An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda, and legal issues and potential liabilities regarding handgun laws and regulation of handguns in certain County buildings, including: OAG Complaint Nos. 52 and 85; T.A.C. –handled claims, settlements and deductible reimbursements; FCC regulations and court proceedings regarding inmate telephone services, legal effects and potential legal effects to County, and advice on dealing with regulations and rulings.
- 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 14th day of July, 2016


SCOTT M. FELTON, County Judge

STATE OF TEXAS *
COUNTY OF McLENNAN *

I, J.A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a NOTICE OF MEETING posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted this the 14th day of July, 2016 at 12:35 o'clock p.m.

Witness my hand and seal of office at Waco, McLennan County, Texas this 14th day of July, 2016

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

BY: Myrcetez Gowan (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 JUL 19 2016

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

IN THE COMMISSIONERS COURT OF MCLENNAN COUNTY
THE STATE OF TEXAS *
COUNTY OF MCLENNAN *
TO ALL PERSONS INTERESTED:

NOTICE IS HEREBY GIVEN in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, that a special meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 19th day of July, 2016 at 9:00 o'clock a.m.** in the Commissioners Courtroom, First Floor, West Wing, of the McLennan County Courthouse in the City of Waco, Texas, at which time **the following SUPPLEMENT to the AGENDA** previously posted on July 14, 2016 **will be considered:**

SUPPLEMENTAL AGENDA

1. ***Proof of posting of notice*** in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act.
2. ***Regarding County Property and/or Construction Projects:*** Discussion and/or Action on Security Modifications (re: Commissioner's Offices)
3. ***Regarding Human Resources / Salary Matters :*** Discussion and/or Action on Incentive Pay Plan

Signed this the 15th day of July, 2016


SCOTT M. FELTON, COUNTY JUDGE

THE 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 **SUPPLEMENTAL NOTICE OF MEETING** posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted, on this the 15th day of July, 2016 at 2:30 o'clock p.m.

Witness my hand and seal of office at Waco, McLennan County, Texas, on this 15th day of July, 2016.

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

BY  (Deputy)

NOTICE: Persons with disabilities who plan to attend the meeting and who may need auxiliary aids or services are requested to contact the Office of the County Judge at (254) 757-5049 prior to the meeting date.

FILED. JUL 19 2016

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

AGENDA: JULY 19, 2016

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

CD-395, 9:00

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

AGENDA: JULY 19, 2016

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

A. APPROVAL / RATIFICATION OF PROCLAMATIONS / RESOLUTIONS

- | | |
|---|-----------------|
| 1. Authorization of Proclamation Recognizing & Honoring
the Waco ISD Board of Trustees | Approved |
|---|-----------------|

CD-395, 9:02

ORDER APPROVING:

**AUTHORIZATION OF PROCLAMATION RECOGNIZING
& HONORING THE WACO ISD BOARD OF TRUSTEES**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Proclamation Recognizing & Honoring the Waco ISD Board of Trustees. Judge Felton read the Proclamation into the minutes and presented it to the Waco ISD Board of Trustees. Commissioner Jones made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Proclamation be, and the same is hereby, approved by unanimous vote.



**A PROCLAMATION OF THE COMMISSIONERS COURT
RECOGNIZING & HONORING
THE WACO ISD BOARD OF TRUSTEES**

WHEREAS, in 1971; The Texas Association of School Administrators created the School Board Awards Program to recognize school Boards whose dedication and ethical service have made a positive impact on the school children of Texas ; and

WHEREAS, The awards program allows each regional selection committee to submit up to two nominations for state competition, one from districts with less than 1,000 students and one from districts with more than 1,000 students. The criteria emphasize evidence of support for educational performance improvement and school transformation initiatives; and

WHEREAS, The Waco ISD School Board was named as the 2016 Region 12 School Board of the Year for districts with more than 1,000 students by the TASA. Waco ISD Board of Trustees oversees the education of nearly 15,000 students on 26 campuses in Central Texas. The Boards leadership and outreach to the community has enabled the "school within a school" concept to become a major success; and

WHEREAS, the "school within a school" concept consists of the middle school Atlas Academy at Tennyson Middle School, and elementary school International Baccalaureate Program, and the high school level Greater Waco Advanced Manufacturing {GWAMA} and Advanced Health Care Academies {GWAHCA}. Waco ISD has partnered with Tarleton State and Baylor University that enable nine campuses to serve as professional development sites; and

THEREFORE, the McLennan County Commissioners Court recognizes and commends the Waco ISD Board of Trustees, President Pat Atkins, Mr. Allen Sykes, Mr. Norman Manning, Mr. Cary DuPuy, Ms. Stephanie Korteweg, Mr. Larry Perez, and Ms. Angela Tekell on being named the 2016 Region 12 School Board of the Year. Through the continued effort of Waco ISD School Board, parents, and the community our students will continually be exposed to opportunities that can and will enhance their futures to a level of confidence and security.

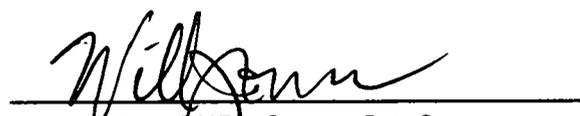
BE IT FURTHER PROCLAIMED, a copy of this Proclamation be made a permanent part of the minutes of the Commissioners Court.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of McLennan County to be affixed this 19 day of July, 2016.


SCOTT M. FELTON, County Judge


KELLY SNELL, Comm, Pct. 1


LESTER GIBSON, Comm, Pct. 2


WILL JONES, Comm, Pct. 3


BEN PERRY, Comm, Pct. 4

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


By: Deputy County Clerk

FILED JUL 19 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaz Gowari DEPI™

AGENDA: JULY 19, 2016

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

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

Ms. Mary Duty

CD-395, 9:08

County Judge Felton opened the floor to anyone present who wished to address the Court on County business matters. Ms. Mary Duty addressed the Court regarding Election Day Vote Centers. Not hearing anyone else speak, County Judge Felton closed the hearing.

Elections Administrator Kathy Van Wolfe addressed the Court re: item L.7. d. Re: the November 8, 2016 Joint General Election.

The Court went to item G. 2. c. Greater Waco Sports Commission: Discussion re: FY 17 Funding Request.

DISCUSSION ONLY:

GREATER WACO SPORTS COMMISSION:

RE: FY 17 FUNDING REQUEST

On this the 19 day of July, 2016, came on for consideration the matter of Greater Waco Sports Commission: Discussion regarding FY 17 Funding Request. Mr. Will Phipps and Board Members with the Greater Waco Sports Commission addressed the Court regarding their FY 17 funding requests. Discussion Only.

5/19/2016

McLennan County Commissioners' Court

McLennan County Court House
501 Washington Avenue
Waco, TX 76701

RE: Greater Waco Sports Commission Funding Request

Dear Judge Felton and Commissioners;

Due to your support over the last 10 months, we have been able to lay the foundation of the Sports Commission as a viable economic development tool for Greater Waco in the sports tourism market. We are actively promoting Waco and the surrounding communities as a sports destination on a national level and as the preferred sporting events destination in the state. I attended the national conference where I developed over 20 new leads with organizations that are interested in relocating current events or creating new events in the greater Waco area. I have also found several regional producers who are bringing events to Waco venues. For example, I was able to work with Wes and JD to bring the first ever select volleyball tournament to the Extraco Events Center in February 2017. This is a great example of what our mission is and how your support is impacting the local economy with its projected impact of over \$250,000. We have also formed the Waco Sports Alliance and had over 30 people attend. It is a collaborative group of local sports industry leaders that is dedicated to working together in order to achieve a common goal. This has never been done before within the sports market industry in Waco. We also created the Waco Sports Ambassador program that is a group of strategically selected volunteers who help improve the image of Waco and visitor experience to out of state teams coming in for competition.

Our central location in Texas and our wide variety of high quality venues are huge advantages versus our peer cities, but in many ways Waco has rested on its laurels while our peers have become more aggressive. We have lost many events that were once hosted in Waco and we haven't grown our events at the same rate that the amateur sports industry has grown. We certainly have some great venues and those venues do a great job filling their calendars. We also have many great events that have grown organically through the years. However, we haven't had dedicated resources focused on strategically growing and attracting sporting events throughout the entire community. The Greater Waco Sports Commission aims to change this.

On behalf of the GWSC Board of Directors, I am requesting the county provide \$75,000.00 of funding during your 2017 fiscal year. With your generous support we will continue to build momentum and carry out of the vision set forth by our board of directors. That vision is to make Waco the preferred sports destination in the State. By doing this we will reap great rewards for Waco and its citizens. Thank you for your consideration in partnering with us to see this vision realized.

Regards,

Will Phipps
Executive Director

A handwritten signature in black ink, appearing to read "Will Phipps". The signature is stylized and cursive, with the first name "Will" and last name "Phipps" clearly distinguishable.



COMMISSION
2016 Progress Update
7/19/16

Mission

GWSC identifies and attracts new sports events while enhancing and retaining existing events to generate positive economic impact and enhance quality of life.

Vision

The Greater Waco area will realize its incredible potential – due to its community spirit, location, climate, rivers and lake, beautiful parks, and premiere facilities – as the preferred venue for amateur sports in Texas.

Key Objectives

1. Recruit 5 new events to Waco
2. Visit with the 10 biggest events for retention and expansion
3. Develop and implement the economic model for sports events
4. Work with Baylor/Community to develop “Ambassadors” to host events
5. Lead a Facility Task Force for the development of a multi-use sports facility
6. Create volunteer database of 250 volunteers
7. Secure \$200k in funding

Results:

- ✓ Recruited 4 events to Waco
 - a. Over 15 leads still in process as far out as 2020
- ✓ Visit with the 10 biggest events for retention and expansion
 - a. Saved 3 major events totaling over \$1.5M in economic impact
- ✓ Develop and implement the economic model for sports events
- ✓ Work with Baylor/Community to develop “Ambassadors” to host events
 - a. Hosted teams for 2 National Championships, NCAA Women’s Basketball and upcoming Little League Regional Softball and Baseball
- ✓ Lead a Facility Task Force for the development of a multi-use sports facility
 - a. Had over 30 supporters at each meeting
- Create volunteer database of 250 volunteers
- Secure \$200k in funding
 - a. Over \$125k received, pledged or pending determination

GREATHER



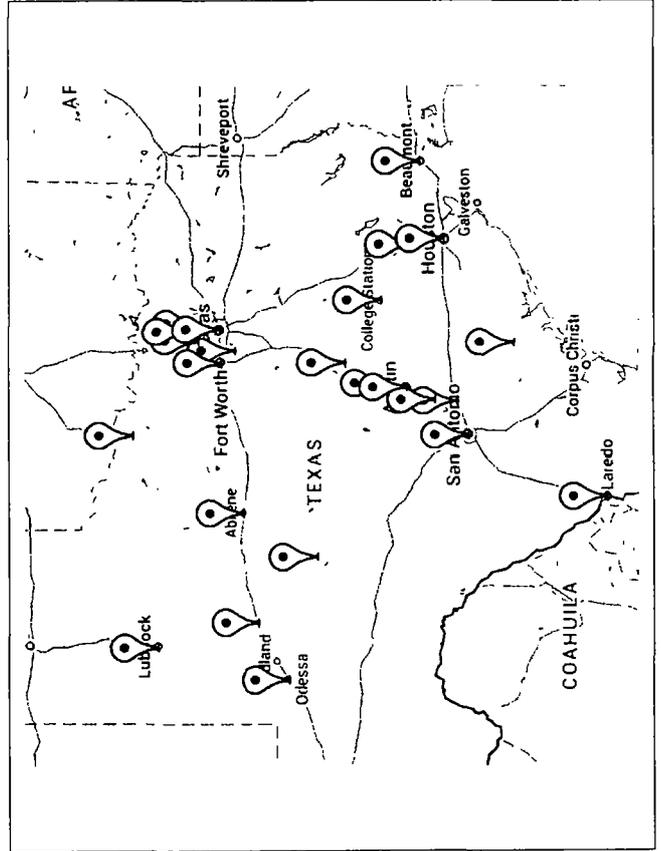
COMMISSION

Mission

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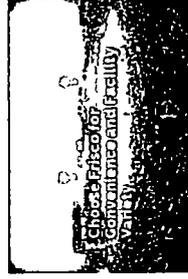


SPG

Sports Planning Guide

Lubbock: The Hub of West Texas Sports

Home Site Inspections Lubbock: The Hub of West Texas Sports Texas Related Site Inspections



Lubbock, Texas offers some of the state's top sports venues, thanks to Texas Tech University as well as its high school and park systems. The university alone, with 17 teams in 11 varsity sports, houses 15 athletic facilities.

These resources have allowed us to bring in a variety of sports tournaments and events on a regional, national, and international level. Past events have included the Ironman Triathlon triathlon at Buffalo Springs Lake, attracting 2,800 athletes; Kallig's Tour of Cyclists' Champions show showing the skills of top cyclists from around the country; and USAF Region 2 Junior Olympic Track & Field Championships, attracting 970 athletes. The area's sunny weather also adds to accessibility for just two non-motorized trail, park, pleasure, cross-country, and Lubbock.

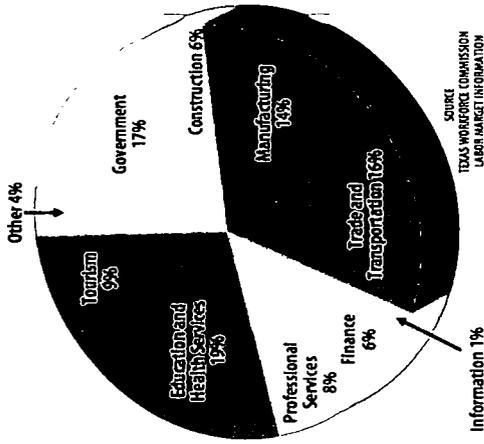


Give Your Sports Planning Some Midland Energy



Bryan College Station Waco area Teams with Unique Charm

WACO AT A GLANCE



GREATER



COMMISSION

Key Objectives

1. Recruit 5 new events to Waco
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GREATER



COMMISSION

Progress:

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 - a Over 15 leads still in process as far out as 2020
- ✓ Visit with the 10 biggest events for retention and expansion
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- ✓ Lead a Facility Task Force for the development of a multi-use sports facility
 - a Had over 30 supporters at each meeting
- Create volunteer database of 250 volunteers
- Secure \$200k in funding
 - a Over \$125k received, pledged or pending determination

GREATER



COMMISSION

FILED JUL 19 2016

ANDY HARWELL, County Clerk
McLennan County, Texas
By Myrcatez Gowan DEPUTY

The Court went to item L. 6. a. Greater Waco Chamber of Commerce: Monthly Economic Development Report, May 2016.

ORDER ACCEPTING:

MONTHLY ECONOMIC DEVELOPMENT REPORT, MAY 2016
RE: GREATER WACO CHAMBER OF COMMERCE

On this the 19 day of July, 2016, came on for consideration the matter of Greater Waco Chamber of Commerce: Monthly Economic Development Report, May 2016. 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 Report be, and the same is hereby, accepted by unanimous vote.



Received

JUN 23 2016

McLennan County Judge

June 20, 2016

Judge Scott Felton
County Judge
McLennan County
Waco, Texas

Re: Monthly Economic Development Report
May

Dear Judge Felton:

We are attaching a copy of the Chamber's May Economic Development marketing report for you and the Commissioners. Also enclosed is a copy of our Scope of Work detailing the activity of the various economic development committees of the Chamber. Please make specific note of the goals and objectives on the services for McLennan County in the areas of:

- Business Retention & Expansion
- Target Business Attraction
- Prospect Development
- Marketing Research
- Regional Market
- International Business Development

We are encouraged by our work together.

With regards,

Matthew T. Meadors
President/CEO
Greater Waco Chamber of Commerce

Enclosure

cc: Lester Gibson
Will Jones
Ben Perry
Kelly Snell

ACCEPTED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 20 16

COUNTY JUDGE

FOR RECORDING



Economic Development
Business Attraction and Expansion Report
Report for 5/1/2016-5/31/2016

Completed projects/announcements year-to-date						
Company	Industry	Announced	Employment	Sq.Ft.	Investment	
Allergan	Manufacturing	Apr-16	75	322,000	\$200.00	
Polyglass USA	Manufacturing	Apr-16	40	145,000	\$19.33	
Central Tube & Bar	Manufacturing	Apr-16	20	37,000	\$2.00	
Channel Control Merchants, LLC	Distribution	May-16	116	200,000	\$1.05	
Let's Gel	Manufacturing	May-16	15	-	\$0.60	
TOTAL			266	704,000	\$222.98	
GOAL			500	500,000	\$80.0	
% of GOAL			53%	141%	279%	
In the past 30 days (May include multiple visits per company)						
		30 days	YTD	Goal		% of goal
Number of attraction inquiries		11	94	155		61%
Number of proposals and/or site plan submitted		10	53	120		44%
Number of on-site attraction visits		7	31	50		62%
Number of business retention visits		9	41	100		41%
Number of business assistance requests		8	21	90		23%
Number of marketing trips/corporate real estate events/ trade shows		3	14	50		28%
DC Fly-In (Washington D C), TX Demography Conference (Austin), BREI (San Marcos)						
Current active attraction projects (Acres not included in Sq. Ft. total/building only)						
Project Name	Industry	Active Date	Employment	Sq.Ft.	Investment (Mill)	
Project Value	Manufacturing	Feb-12	300	150,000	\$ 80.00	
Project Mend	Healthcare	Dec-13	100	74,000	\$ 16.60	
Project Corrective	Distribution	Jan-14	150	125,000	\$ 7.00	
Project Therapy	Prof Service	Jan-14	80	25,000	TBD	
Project Desk	Prof Service	Mar-14	300	30,000	\$ 2.50	
Project Subzero	Distribution	Apr-14	60	145,000	\$ 10.00	
Project Hercules	Manufacturing	Jul-14	100	100,000	TBD	
Project JJ	Manufacturing	Jun-14	70	150,000	\$ 18.00	
**Project Reo	Manufacturing	Aug-14	100	100,000	\$ 115.00	
Project Seal	Manufacturing	Jan-15	30	100,000	\$ 10.00	
Project Torch	Manufacturing	Mar-15	100	35,000	\$ 4.00	
Project Dial	Prof. Service	May-15	300	TBD	TBD	
Project Shelter	Manufacturing	Jun-15	50	25,000	TBD	
Project Angus	Manufacturing	Sep-15	40	15,000	\$ 1.50	
Project Renew	Manufacturing	Dec-15	1	TBD	\$ 18.00	
Project Golden Chariot	Distribution	Feb-16	800	1,000,000	\$ 120.00	
Project Flight	Manufacturing	Feb-16	200	175,000	\$ 60.00	
Project Telephone Call	Prof. Service	Mar-16	100	25,000	\$ 2.00	
New active projects (Acres not included in Sq. Ft. total/building only)						
Current active expansion projects (Acres not included in Sq. Ft. total/building only)						
Project Grille	Manufacturing	Sep-14	-	60,000	\$ 0.75	
Project Inspire	Manufacturing	Sep-10	128	100,000	\$ 11.70	
Project Steward	Prof Service	Aug-11	100	20,000	\$ 1.00	
Project Luxury	Manufacturing	Oct-11	-	60,000	TBD	
**Project Foundation	Manufacturing	Nov-11	15	10,000	\$ 11.50	
Project Build	Aerospace	Jan-12	1,000	-	\$ 50.00	
Project Diez	Logistics	Apr-12	-	120,000	TBD	
**Project Lift	Aerospace	Apr-12	576	90,000	\$ 15.00	
Project Once	Logistics	Sep-12	60	200,000	\$ 70.00	
Project Ones	Manufacturing	Mar-13	25	22,500	\$ 1.30	
Project Telescope	Manufacturing	Dec-13	15	73,000	\$ 2.50	
**Project Blackhawk	Distribution	Feb-14	25	200,000	\$ 42.90	
**Project Roll	Manufacturing	May-14	TBD	TBD	\$ 5.00	
Project Element	Manufacturing	Oct-14	10	213,000	\$ 11.45	
**Project Grohl	Manufacturing	Sep-14	56	10,000	\$ 2.00	
Project Shell	Manufacturing	Sep-14	TBD	120,000	\$ 18.00	
Project NextGen	Aerospace	Feb-15	180	50,000	TBD	
**Project Atlas 5	Manufacturing	Jul-15	-	-	\$ 28.00	
Closed projects in the past 30 days						
Total			5,071	3,622,500	\$ 755.70	

Economic Development
Business Retention and Expansion On-Site Visits Jan-Dec 2016

No.	NAME OF FIRM	CONTACT/TITLE	INTERVIEWED BY	DATE	TYPE OF BUSINESS
41	Management Service for Doctors	Jimmy Miller- Partner	Lunde, Meek	5/23/16	Professional Services
40	Texas Energy Aggregates	T.J. Ermoian- President	Lunde	5/20/16	Professional Services
39	SC2 Inc	Mike McGinty- Facility Manager	Lunde, Zorn, Stevens	5/19/16	Logistics
38	Yusen Logistics	Theresa Jordan- Manager Operations Senior	Lunde	5/10/16	Logistics
37	Green Fiber	Dennis Moran- Plant Manager	Lunde	5/5/16	Manufacturing
36	The Wallace Group	Bob Wallace- President	Lunde, Morris	5/5/16	Professional Services
35	DuPuy Oxygen & Supply	Virginia DuPuy- President	Lunde, Zorn, Stevens, Kinnaird, Fisseler	5/4/16	Professional Services
34	Boulder Designs	Butch Mogavero- Owner	Lunde	5/4/16	Professional Services
33	Marathon Norco	Sergio Rodriguez- President	Lunde, Zorn	5/2/16	Aerospace
32	Scholastic Book Fairs	Kelly Marrison- Regional Sales Manager	Lunde, Snell	4/28/16	Customer Service Center
31	Con Way Freight	Jeff Smith- GM	Lunde, Snell	4/27/16	Supply Chain Management - Logistics
30	Blackhawk Modifications	Lynnette Allmon- Vice President	Lunde	4/27/16	Aviation - Engine Modifications
29	Providence Healthcare Network	Brett Esrock- President/CEO	Lunde, Zorn, Stevens, Kinnaird	4/18/16	Healthcare
28	T Squared	Bart Townsend- Owner	Collins, Lunde, Stevens	4/18/16	Aviation – Precision Metal
27	Dart Aircraft	Kurt Muellner- General Manager	Lunde, Stevens	4/14/16	Aviation – Aircraft Parts Distribution
26	Integ	David Anderton – CEO	Collins	4/12/16	Professional Services – Multi-marketing Services
25	Romark Logistics	Randal Bolen- Asst. General Manager	Lunde, Stevens, Zorn	4/12/16	Supply Chain Management - Logistics
24	KXXV- TV	Mike Lee- Vice President	Lunde	3/31/16	Media
23	Metals 2 Go	Jay Lathern-Owner	Lunde, Zorn, Stevens	3/30/16	Supply Chain Management - Metal Wholesaler
22	S2G Support Services	Allaire Clarke- Site Director	Lunde, Zorn, Stevens, Snell	3/28/16	Professional Services- Technical Support
21	Coca-Cola	Ted Ghiz	Collins	3/29/16	HEADQUARTERS VISIT
20	McLenco LTD	Ralph Oltman- Partner	Lunde, Zorn, Stevens	3/21/16	Professional Services- Construction
19	M. Lipsitz and Company	Melvin Lipsitz- President	Lunde, Duncan, Zorn, Stevens	3/17/16	Recycling Center
18	KWTX-TV New Channel 10	Mike Wright- General Manager	Lunde, Snell	3/16/16	Media

17	July Business Services	Jim Hudson- President	Lunde	3/14/16	Professional Services – Employee Investment Services
16	West End Roofing	Ralph Aguinaya- Manager	Lunde	3/11/16	Supply Chain Management - Distribution
15	Matheson Gas	Foy Light- Branch Manager	Lunde	3/9/16	Supply Chain Management - Wholesale
14	Magnolia	Ken Mathis- CFO	Lunde, Collins	3/9/16	Supply Chain Management & Retail
13	Winton Engineering	Jim Winton- President	Lunde	2/22/16	Professional Services – Engineering
12	RBDR, PLLC	Keith Bailey- Partner	Lunde	2/18/16	Professional Services – Architectural Design
11	Capital Marketing Corporation	Heyward Taylor- Owner	Lunde	2/17/16	Professional Services
10	Hole in the Roof Marketing	Joel Peel- President	Lunde, Cockrell	2/15/16	Professional Services – Marketing
9	Innovation Marketing and Communications	Randy Robertson- CEO	Lunde, Stevens	2/15/16	Professional Services – Marketing
8	Web Smart by JR3	Bob Clemons- Partner	Lunde, Zorn	2/12/16	Professional Services – Education Web Services
7	Capstone Mechanical	Rick Tullis- President	Lunde, Stevens, Zorn, Kinnaird	2/12/16	Plumbing/HVAC
6	Brazos Higher Education Services	Murray Watson- President	Lunde, Stevens, Zorn, Snell	1/28/16	Professional Services – Student Loan Servicing
5	Simple Bills	Mike Jones- COO	Lunde, Stevens, Zorn	1/28/16	Professional Services- Financial
4	EH Anderson Public Affairs	Liz Anderson- Owner	Lunde, Stevens	1/27/16	Professional Services – Public Relations
3	Brazos Environmental Engineering	Joy McNamara- COO	Lunde, Zorn, Snell	1/26/16	Professional Services - Engineering
2	Central Freight Lines Inc.	Todd Miltzer- COO	Lunde, Fisseler, Zorn, Snell	1/25/16	Supply Chain Management - Transportation & Logistics
1	Dunnam and Dunnam LLP	Jim Dunnam- Attorney at Law	Lunde, Stevens, Zorn	1/21/16	Professional Services- Legal Services

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - OPERATING & ADMINISTRATIVE EXPENSES
FOR THE MONTH AND FOUR MONTHS ENDED APRIL 30, 2016 & 2015

	2016			2015		YTD VAR FAV(UNFAV)
	Total Budget	Month	YTD	Month	YTD	
OPERATING EXPENSES						
Automobile	\$12,000	\$1,027	\$3,739	\$892	\$3,875	\$136
Bookkeeping and audit	18,000	1,580	10,395	2,555	10,387	(8)
Building maintenance & supply	28,000	1,745	7,850	1,653	7,060	(790)
Depreciation	1,600	151	603	127	509	(94)
Equipment maintenance & supply	1,200	50	275	60	158	(117)
Equipment rental	10,500	1,145	3,397	1,110	3,389	(8)
Insurance	28,000	2,021	8,700	1,609	6,322	(2,378)
Interest	0	0	0	0	0	0
Office supplies	2,500	645	1,626	176	657	(969)
Postage	1,500	48	203	28	152	(51)
Printing & stationery	1,500	72	220	230	230	10
Public Improvement District Taxes	1,500	0	1,455	0	0	(1,455)
Rent expense	0	0	0	0	0	0
Resource materials	500	0	0	0	0	0
Security	0	33	151	228	347	196
Technology support	8,000	398	1,830	566	2,262	432
Telephone	10,000	1,331	3,858	882	2,638	(1,220)
Utilities	22,000	1,610	6,614	1,639	7,536	922
Miscellaneous expense	0	0	0	0	0	0
TOTAL OPERATING EXPENSES	\$146,800	\$11,856	\$50,916	\$11,755	\$45,522	(\$5,394)
ADMINISTRATIVE EXPENSES						
Bank charges	\$500	\$0	\$0	\$0	\$0	\$0
Bank card fees	0	0	0	0	0	0
Civic & social organizations	500	0	0	0	0	0
Group insurance	44,000	1,635	11,169	1,830	7,454	(3,715)
Management development	2,500	0	115	92	2,027	1,912
Professional affiliations	1,000	0	500	0	485	(15)
Professional services	0	0	0	0	0	0
Public relations & goodwill	3,000	0	1,097	86	2,020	923
Exec. search & relocation	0	0	0	0	0	0
Wages, P/R taxes & retirement	520,000	44,062	172,601	35,024	139,269	(33,332)
TOTAL ADMINISTRATIVE EXPENSES	\$571,500	\$45,697	\$185,482	\$37,032	\$151,255	(\$34,227)

See independent accountant's compilation report.

**GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - STATEMENTS OF OPERATIONS
FOR THE FOUR MONTHS ENDED APRIL 30, 2016 & 2015**

	2016					2015		
	Total Budget	Revenues	Expenses	Net	Budg %	Revenues	Expenses	Net
SUPPORT & OTHER REVENUE								
Baylor University	\$25,000	\$0	--	\$0	0	\$25,000	--	\$25,000
City of Waco	136,500	22,750	--	22,750	17	32,708	--	32,708
Downtown Development Corp	0	0	--	0	--	8,250	--	8,250
McLennan County	125,000	125,000	--	125,000	100	125,000	--	125,000
Waco Industrial Foundation	130,000	65,000	--	65,000	50	65,000	--	65,000
Other Communities	0	0	--	0	--	0	--	0
Interest Income	0	19	--	19	--	19	--	19
Other	0	0	--	0	--	50	--	50
TOTAL REVENUE	416,500	212,769	--	212,769		256,027	--	256,027
PROGRAM EXPENSE (REVENUE)								
PROSPECT DEVELOPMENT								
Conference Regis. & Travel	25,000	0	5,407	5,407	22	0	9,875	9,875
Foreign Trade Zone	(26,600)	0	0	0	0	0	251	251
Headquarters Visit	2,500	0	0	0	0	0	0	0
Industry Meetings & Travel	7,500	0	2,467	2,467	33	0	1,447	1,447
Prospect Develop. & Travel	17,000	4,164	11,004	6,840	40	4,543	15,491	10,948
Regional Prospect Development	4,300	0	2,239	2,239	52	0	3,579	3,579
Target Ind. Trade Shows & Travel	20,000	0	11,605	11,605	58	7,876	7,661	(195)
Team Texas Marketing	8,500	0	3,000	3,000	35	0	4,983	4,983
Texas One	22,500	0	5,000	5,000	22	0	11,942	11,942
TOTAL PROSPECT DEVELOPMENT	80,700	4,164	40,722	36,558		12,419	55,249	42,830
RESEARCH & MARKETING								
Marketing	48,628	2,000	15,452	13,452	28	15,000	43,927	28,927
Technology Upgrades	10,475	16,000	19,000	3,000	29	16,175	19,000	2,825
Research Materials	7,520	0	2,592	2,592	34	0	8,072	8,072
Strategic Initiatives	40,000	0	51	51	0	0	818	818
TOTAL RESEARCH & MARKETING	106,623	18,000	37,095	19,095		31,175	71,817	40,642
PROGRAMS								
Advanced Manufacturing Alliance	(250)	0	0	0	0	0	0	0
Aviation/Aerospace Alliance	(300)	564	564	0	0	600	517	(83)
Freedom Ball	(26,500)	1,250	363	(807)	3	2,556	4,777	2,221
Aviation Alliance Scholarship Fund	22,500	7,250	7,250	0	0	4,250	4,250	0
Committee Operations	500	0	560	560	112	0	27	27
Business Retention/Ind Appreciation	(9,500)	1,718	257	(1,461)	15	10,844	1,088	(9,756)
Global Business Connections	400	0	0	0	0	0	0	0
Technology Briefings	(2,450)	1,788	44	(1,744)	71	4,325	43	(4,282)
Urban Development	0	675	100	(575)	--	1,800	3,879	2,079
Entrepreneurship	14,000	0	221	221	2	0	0	0
Business Incubator (think Space)	0	800	6,173	5,373	--	6,300	7,851	1,551
Downtown Map	2,000	0	0	0	0	0	0	0
Great Cities	(125)	0	0	0	0	0	0	0
Hour Economy	(2,500)	823	119	(704)	28	6,800	84	(6,716)
Arts Alliance	0	0	0	0	--	0	0	0
Texas Small Business Forum	0	0	0	0	--	0	0	0
Area Industry Managers Qtrly Lunch	0	0	413	413	--	1,000	0	(1,000)
TOTAL PROGRAMS	(2,225)	14,868	16,064	1,196		38,475	22,516	(15,959)
LEADERSHIP DEVELOPMENT								
Leadership Waco - Alumni	0	0	62	62	--	0	0	0
Leadership Waco - Class	(15,400)	550	4,251	3,701	(24)	0	0	0
Teen Leadership	(12,550)	7,375	2,840	(4,535)	36	0	0	0
Young Professionals	(8,450)	2,340	2,340	0	0	0	0	0
TOTAL LEADERSHIP DEVELOPMENT	(36,400)	10,265	9,493	(772)		0	0	0
WORKFORCE & EDUCATION								
Career Expo	(4,100)	0	0	0	0	0	0	0
Workforce Development / Internship	1,000	1,650	1,892	242	24	0	0	0
Talent Development	(4,982)	0	0	0	0	0	0	0
Leadership in Education & Dev.	(10,075)	5,515	5,515	0	0	0	0	0
Work in Waco	(3,450)	10,755	340	(10,415)	302	0	0	0
Waco Collegiate Forum	(2,400)	0	44	44	(2)	0	0	0
CD Committee Operating	0	0	0	0	--	0	0	0
Arts Festival	1,000	0	0	0	0	0	0	0
TOTAL WORKFORCE & EDUCATION	(23,007)	17,920	7,791	(10,129)		0	0	0
TOTAL PROGRAM (REVENUE) EXPENSE	125,691	65,217	111,165	45,948		82,069	149,582	67,513
EXCESS (EXPENSE) REVENUE BEFORE OPERATING AND ADMIN. EXPENSES	290,809	277,986	(111,165)	166,821		338,096	(149,582)	188,514
OPERATING EXPENSES	146,800	--	50,916	50,916	35	--	45,522	45,522
ADMINISTRATIVE EXPENSES	571,500	--	185,482	185,482	32	--	151,255	151,255
TOTAL EXCESS (EXPENSE) REVENUE	(847,491)	\$277,986	(\$347,563)	(\$69,577)	--	\$338,096	(\$346,359)	(\$8,263)

See independent accountant's compilation report.

WMCEDC Projects by County District

Precinct 1: Commissioner Snell

Awarded Projects

- TU Electric (Atmos)
- Anheuser Bush
- Certainteed Corp
- FreeFlight Systems
- Tractor Supply
- Walmart, Inc.
- Coca-Cola Enterprises
- Caterpillar Logistics (Gateway)
- A-1 Fire & Security
- Associated Hygienic Products #1,#2, #3
- Beverly Dr. Project
- Owens-Brockway Glass
- Let's Gel
- Polyglass USA

Precinct 1 WMCEDC Grant Award Total: \$7,160,106

Est. Tax Base & Investment Value: \$369,600,000

Percentage Award to Base: 1.9%

Ratio WMCEDC: Base Value = 1:51.62

Precinct 3: Commissioner Jones

Awarded Projects

- BlueCross BlueShield
- ACT-I
- Sanderson Farms(1/2 production & hatchery)
- Profiles International
- L-3 Communications
- TSTC Aerospace Center
- General Dynamics IT
- TSTC 11-1 Hangar Project
- Sherwin-Williams

Precinct 3 WMCEDC Grant Award Total: \$9,064,910

Est. Tax Base & Investment Value: \$224,500,000

Percentage Award to Base: 4%

Ratio WMCEDC: Base Value = 1:24.77

Precinct 2: Commissioner Gibson

Awarded Projects

- Fibrocrete
- NEOCOM/Dwyer Group
- Diversified Product Development
- Sanderson Farms
- Caterpillar Logistics (General Tire)
- Trivan Truck Body
- Baylor Research & Innovation Collaborative (BRIC)
- Balcones Distilling

Precinct 2 WMCEDC Grant Award Total: \$6,764,797

Tax Base & Investment Value: \$119,209,841

Percentage Award to Base: 5.6%

Ratio WMCEDC: Base Value = 1:17.62

Precinct 4: Commissioner Perry

Awarded Projects

- American Fabricators
- Coca Cola/Minute Maid (#1, #2, #3)
- Marathon Power
- Trane Co.
- Phoenix Equipment
- Caterpillar Work Tools #1,#2
- L-3 Communications (Wings)
- Blackhawk Modifications
- Britco Structures
- T-Squared Mfg.
- Coll Materials Exchange
- Allergan
- C-3 Customer Contact Channels
- Kingsdown
- SpaceX
- Vossloh Fastening Systems
- WocoTech Texas
- Behlen Manufacturing
- Time Manufacturing

Precinct 4 WMCEDC Grant Award Total: \$14,478,424

Est. Tax Base & Investment Value: \$602,582,962

Percentage Award to Base: 2.4%

Ratio WMCEDC: Base Value = 1:41.62

**Combined Tax Base & Investment Value:
~\$1,316,000,000**

WMCEDC Projects by County District

Scope of Work Monthly Report

Deliverable	Report Frequency	Activity to Date	Status
Existing Industry Support - Business Retention & Expansion Program			
1. Coordinate and lead the Local On-Site Visit Program		9 visits May 2016, 41 visits YTD	ongoing
2. Conduct headquarter visits outside of McLennan County with key, decision making corporate representatives		0 HQ visit in May 2016 , 1 YTD	ongoing
3. Provide Business Issue Resolution		8 assistance requests received in May - 21 YTD	ongoing
4. Identify expansion opportunities			ongoing
5. Business climate reports for Target Industries	Quarterly	Completed for Q1	
6. Development of Workforce Strategy Information Sheets	Quarterly	Completed for Q1	
7. Ongoing business support services			ongoing
8. Industry alliance collaboration			
a. Advanced Manufacturing		Q2 Scheduled for June 2016	ongoing
b. Aviation, Aerospace & Defense		Q2 scheduled for June 2016	ongoing
c. Supply Chain Management		no activity to date	
Talent Attraction & Retention			
1. Work with area businesses to grow the number of mentors above 71 in the Chamber's LEAD program for high school students	Monthly	May 2016 - 73 mentors, 144 students, 6 high schools. Scholarship Banquet held May 25th, awarded \$31,500 in scholarships to 9 students	ongoing
2. Launch a local internship program aimed at connecting students to the business community and retaining higher education graduates by September 30, 2016		May- began work on improved Intern in Waco site that allows for easier maneuvering for students and employers	ongoing
3. Develop a single brand for talent attraction & retention efforts by September 30		Development underway "In Waco"	ongoing
4. Engage with community, business and higher education partners in 2 career/job fairs		Work in Waco Job Fair (college students) scheduled for April 14, 2016; Greater Waco Career Fair (open to public) scheduled for October 6, 2016	ongoing
5. Collaborate with employers and training partners to identify the workforce needs of businesses and provide written information to City quarterly as part of Target Industry Business Climate reports	Quarterly		
Entrepreneurship & Innovation			

Scope of Work Monthly Report

Deliverable	Report Frequency	Activity to Date	Status
1. Hire a staff member by September 30, 2016 to establish an entrepreneurship and innovation program in Greater Waco by 2017 focused upon the following:		Hired; started Feb. 1, 2016	Complete
a. Work with Baylor, BRIC, LAUNCH, MCC SBDC and entrepreneurs to grow globally-impactful, scalable innovations and companies		Met with members from each group to talk about collaboration initiatives moving forward	ongoing
b. Actively work with BRIC & LAUNCH to showcase technology within target industries		Technology Business Briefing hosted at BRIC on 2/18	ongoing
c. Generate existing and new business leads for BRIC & LAUNCH		Developing a network of investors within the Waco Entrepreneurial Ecosystem to fund future opportunities in the community	ongoing
d. Build funding capacity for commercializing firms in Waco, including local and outside funding sources		Researching options that could be implemented in Greater Waco	ongoing
e. Cultivate scalable start-ups and retain creative talent		Bringing local co-working facility back into operational standards, aided the growth of 3 companies in tenancy at the space, planning events for the expansion and development of the facility and the entrepreneurial ecosystem	ongoing
Business Recruitment			
1. Identify and respond to opportunities to attract high-wage employers		11 leads generated in May, 94 year to date	ongoing
2. Develop new leads through business development efforts and industry contacts		3 marketing trips conducted in May, 14 year to date including trade shows and economic development organizations	ongoing
3. Respond to qualified leads with customized proposals		10 customized proposals submitted in May, 53 year to date	ongoing
4. Facilitate and lead prospects and consultants during site visits to Waco and provide information to City quarterly		7 site visits conducted in May, 31 year to date	ongoing

Scope of Work Monthly Report

Deliverable	Report Frequency	Activity to Date	Status
<p>5. Collaborate with area partners to identify new opportunities for business attraction to Waco, particularly in professional services and other under-represented business services for the area</p>		<p>Collaboration underway with local real estate professionals, education partners and the Waco Industrial Foundation to develop both speculative and next-generation business parks</p>	ongoing
<p>6. Use Existing Industry Program to identify business attraction opportunities, in Waco such as suppliers that are needed in the local market and provide report to City quarterly</p>	Quarterly		
<p>Marketing</p>		<p>1. Develop and promote regional brand that attracts increased economic activity in target industries, innovation, higher education, health care and defense anchors</p>	ongoing
<p>2. Promote area successes through the Greater Waco Chamber's Quarterly Economic Development E-newsletter, social media campaigns and traditional news outlets</p>		<p>regional brand discussions underway in collaboration with area partners; partners will participate in a collaborative manner at Plastec West, Plastec East, Great States Investment Summit, Supply Chain Conference, and a recruitment mission to California</p> <p>Q1 quarterly completed, social media, economic development newsletter completed and emailed out, campaign discussion in progress; 6 social media posts in May</p>	ongoing
<p>3. Collaborate with area businesses and resource partners to promote Waco to target industry associations and trade shows</p>		<p>initial discussions underway</p>	ongoing

Scope of Work Monthly Report

Deliverable	Report Frequency	Activity to Date	Status
<p>4. Coordinate and enlist the support of partners for the development of an image-building campaign showcasing Greater Waco</p>		<p>Collaborative partnership has formed to include: Greater Waco Chamber, City of Waco, Waco CVB, Baylor, PID, City Center, Greater Waco Sports Commission, and Creative Waco - the first project included collaborative Downtown and City map to promote hotels/attractions/shopping/dining. Will be distributed to all downtown businesses and normal distribution of Waco CVB (updates to occur quarterly). Partnership has grown to include Magnolia, McLennan County, Extraco Events Center, Texas State Technical College and McLennan Community College.</p>	ongoing
Real Estate Clearinghouse			
<p>1. Maintain an online real estate clearinghouse of commercial and industrial properties available in Greater Waco (www.WacoProspector.com)</p>		<p>WacoProspector.com current includes 259 active listings spanning 1.89 million square feet and 12,541 acres. 112 unique user accounts: 206 page views (Apr); 1,825 page views (YTD)</p>	ongoing
<p>2. Train/refresh local real estate brokers on features available through the real estate clearinghouse (including: demographic and business analysis, thematic mapping, marketing reports)</p>		<p>Email and phone campaign planned for Q2 2016 to inform local real estate community on new data layers available.</p>	ongoing
<p>3. Provide basic GIS services upon request</p>		<p>Continue to assist local brokers as needed, including development of new data sets and maps</p>	ongoing
Research			
<p>1. Maintain demographic and economic research about Greater Waco and the Waco MSA for a centralized place of information</p>		<p>84 custom reports available (Subscribed to DataZoo platform for website integration)</p>	ongoing
<p>2. Maintain an accurate Major Employers information list, updated annually and provide to City by April 15, 2016.</p>	due by 4.15.16	updated	ongoing

Scope of Work Monthly Report

Deliverable	Report Frequency	Activity to Date	Status
<p>3. Maintain online demographic information available through www.WacoCustomReports.com and www.WacoChamber.com.</p>		<p>Custom Reports: 564-page views, 254 unique (May) Prospector: 2,147 page views (YTD); 322 properties listed</p>	<p>ongoing</p>
<p>a. Provide customized research reports as requested by internal and external partners.</p>		<p>7 research requests completed in May, 19 YTD</p>	<p>ongoing</p>
<p>b. Provide a summary of requested information to the City on a quarterly basis with specific reports provided upon request by the City</p>	<p>Quarterly</p>	<p>Completed for Q1</p>	

Minutes**Board of Directors Meeting**

Greater Waco Chamber of Commerce

Wednesday, May 18, 2016, 9:30 a.m.

Community Bank & Trust Wealth Management

1711 Lake Success Dr., Waco, Texas

1) Call to Order

Chairman Tate Christensen called the meeting to order at 10:00 a.m.

2 Welcome

Mr. Christensen introduced Mr. David Lacy, President & CEO of Community Bank & Trust who welcomed the board members to the new home of Community Bank & Trust Wealth Management. He advised that the new office facility was opened in November 2015. Mr. Lacy then introduced Mr. Thad Jennings, Vice President, CB&T Wealth Management who gave the board more details regarding CB&T Wealth Management's team and their business.

3) Consent Agenda (Action)

a) Minutes: Mr. Christensen reviewed the minutes of the April 2016 board meeting.

b) Membership Report: Mr. Christensen asked the board to review the membership report which indicates 10 new members during April 2016. Total of member dollars received through April, 2016 is \$339,661 compared to the same time period 2015 total of \$319,472. The Consent Agenda was approved on a motion by Mr. Esrock / Mr. Tullis.

4) Financial Report (Action)

Linda Beasley gave a brief presentation of financials through March 31, 2016.

March 31, 2016 Statement of Net Assets

Revenue:

Total Revenue is down \$71,779 over 2015.

Expenses:

Total Expenses are down by \$123,409.

Net Excess Revenue (Expenses) is up YTD (\$) 51,630.

The financial report was approved on a motion by Mr. Lalani /Mr. Bland.

5) President's Report

Matt Meadors recognized Jessica Attas, Director of Public Policy, for her work and effort on the very successful DC Fly-in trip. Mr. Meadors also noted the transition of the Waco mayoral position from Mr. Malcom Duncan to Mr. Kyle Deaver. He announced that the Chamber, on behalf of the Board and its members sent flowers to the Duncans expressing our appreciation for his service and thanking Mrs. Duncan for sharing Malcolm with the community.

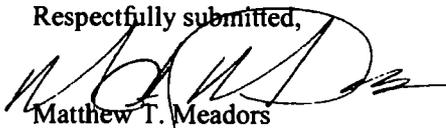
a) Economic Development Report

Kris Collins reported April was a great month especially with the announcement of the Allergan expansion. The \$736.5M is the largest single investment in recent years. Two other companies, Polyglass USA and Central Tube & Bar, made announcements that they are investing a total of over \$20M in the Waco area by modifying existing space for their manufacturing needs. Ms. Collins also noted that the ED's goal for square feet has already been met and they have exceeded their capital investment goal. The ED team is working hard to meet the goal of 500 new jobs for 2016. She said that 2016 continues to look like a record breaking year for Economic Development.

Minutes
Board of Directors Meeting
Greater Waco Chamber of Commerce
Wednesday, May 18, 2016
Page 2

- b) **Organizational Development Report:** Linda Beasley directed the group's attention to the roster of events on page 2 of the board packet. She also announced that the Intercity Visit this year will be to Nashville, TN September 26 -28.
- 6) **Strategic Plan Discussion-Public Policy**
Mr. Christensen gave recognition to Jessica Attas for the planning and efforts for the DC Fly-in trip. Many who were a part of the trip commented that the committee meetings were very productive and valuable time was spent with the Legislators. Mr. Lacy stated that it is important to be more active and enhance relationships with our elected officials. Ms. Attas was commended for setting up meetings between the attendees and the appropriate officials.
- 7) **Closing business and Chair's Comments**
Mr. Christensen again thanked Mr. Lacy and Mr. Jennings for hosting the Chamber Board at their new building.
- 8) **Adjournment**
With no further business, the meeting was adjourned at 11:15 a.m.

Respectfully submitted,



Matthew T. Meadors
President & CEO

Committee Attendance Sheet

2016 Board of Directors

Meeting Date 6, 8, 16

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Ashley Allison	Waco Foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Anderton	Integ Printing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Aynesworth	Southwestern Commercial Properties, L.L.C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Baldwin	Oncor Electric Delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> out of town
Scott Bland	Jim Bland Construction, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tate Christensen	Barsh Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Citrano	George's Restaurant & Bar #2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> business
Bill Davenport	H-E-B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tommye Lou Davis	Baylor University	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Deaver	Deaver and Deaver	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lauren Dreyer	SpaceX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Penny Dulock	First Title Company of Waco, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cary DuPuy	DuPuy Oxygen & Supply Co., Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brett Esrock	Providence Healthcare Network	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> out of country
Will Fair	Home Abstract & Title Co.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Greene	Tejas Logistics System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Greg Groves	Trane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Holmes	Trimont Real Estate Advisors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bernadette Hookham	RBDR, PLLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kary Lalani	Homewood Suites by Hilton-Lalani Lodging, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ryan Lindsey	Oldcastle Materials, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Mason	American Guaranty Title	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aaron McMillan	1519 Surveying, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Nelson	Community Bank & Trust	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph Nesbitt	Central National Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Colin O'Neill	Fulbright Winniford, A Professional Corporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Otis	National Lloyds Insurance Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parker Pieri	The Dwyer Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Weldon Ratliff	Ratliff Ready-Mix, LP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Reynolds	Extraco Banks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glenn Robinson	Baylor Scott & White Medical Center - Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Roye	Chick-fil-A on Franklin Avenue and Chick-fil-A at Richlar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loren Schwartz	Merrill Lynch Wealth Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alfred Solano	Texas Document Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Spelman	Jon W. Spelman Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ford Taylor	Wm. Taylor & Co.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ted Teague	Allen Samuels Dodge Chrysler Jeep Ram Fiat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Tekell	Tekell & Atkins, L.L.P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Tullis	Capstone Mechanical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shane Turner	Kunkel Construction, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Vizner	Caterpillar Work Tools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gary Vogel	Vogel Financial Group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enid Wade	Scott & White Healthcare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> out of town
Jed Walker	Walker Partners	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> vacati
Hal Whitaker	Englander DsignPak, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Committee Attendance Sheet

Ex-Officio Directors to the Board

Meeting Date 6, 8, 16

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Laura Beaty	Greater Hewitt Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Bible	New York Life Insurance - John Bible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Brian Birdwell	Senator Brian Birdwell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Brock	Front Gate Properties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonny Cain <i>Bruce Gritzen</i>	Waco Independent School District	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ian Dawson	Success Motivation International	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gale Edwards	Faith Covenant Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emily Embry	Baylor Scott & White Medical Center - Hillcrest	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Felton	McLennan County	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dale Fisseler	City of Waco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Regina Garcia	Incommons Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne Gartman	The National Banks of Central Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Greenup	Lorena Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michelle Hicks	City of Lacy-Lakeview	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
George Kazanas	Midway Independent School District	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Kocian	West Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Lambert	American Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Johnette McKown	McLennan Community College	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Neira	Italian Granite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Pareya	West Furniture & Appliance, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Paschall	Paschall, Skipper & Associates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rashmi Patel	Holiday Inn Waco Northwest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Justin Redmon	Redco Industrial Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ridley	American Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joe Rodriguez	Cen-Tex Hispanic Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barbara Seitz	Greater Lacy Lakeview Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Mark Smith	McGregor Chamber of Commerce	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Sneed	Sneed Insurance Agency (Germania)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Committee Attendance Sheet

Past Chairs of the Board

Meeting Date 6 / 8 / 16

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Wes Bailey	Bailey Insurance & Risk Management, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rick Brophy	Beard Kultgen Brophy Bostwick & Dickson, LLP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Clifton	The Clifton Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bob Davis	BRD Management, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Virginia DuPuy	DuPuy Oxygen & Supply Co., Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Louis Englander	Englander DsignPak, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roland Goertz	Family Health Center	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Haller	First National Bank of Central Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
James Hawkins	AMC Financial Holdings, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Horner	Brazos Higher Education Service Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monte Hulse	First National Bank of Central Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Larry Jaynes	Fashion Glass & Mirror, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Keahey	Providence Healthcare Network	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stewart Kelly	Kelly, Realtors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Lacy	Community Bank & Trust	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wilton Lanning	Dr Pepper Museum and Free Enterprise Institute	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Johnny Mankin	TWC Business Class	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Moes	Stableride Manufacturing Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Nesbitt	Central National Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lyndon Olson	Lyndon Olson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Page	H-E-B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Michael Reitmeier	Jaynes, Reitmeier, Boyd & Therrell, P.C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glenn Robinson	Baylor Scott & White Medical Center - Hillcrest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tom Salome	M. Lipsitz & Co.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terry Stevens	First Title Company of Waco, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Willard Still	American Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMITTEE MEMBER	REPRESENTING	ATTENDED		
		YES	NO	EXCUSED
Ken Starr David Garland	Baylor University	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Sullivan	TMI - Texas Machine-Tool International, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Christina Swanson	Waco Convention Center & Visitor Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Taverner	Center Street Antiques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Josh Tetens	Simer & Tetens, Attorney's at Law	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Wells-Thomason	Texas Farm Bureau & Affiliated Companies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Morgan Whiteley	Fidelity Bank of Texas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Terry Williams	Blue Cross & Blue Shield of Texas Provider Service Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rob Wolaver	Texas State Technical College in Waco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Linda Vaughn ✓

Frank Thomas Hewitt Chamber ✓

DISCUSSION ONLY:

**GREATER WACO CHAMBER OF COMMERCE:
ECONOMIC DEVELOPMENT PRESENTATION**

RE: FY 17 BUDGET REQUEST

On this the 19 day of July, 2016, came on for consideration the matter of Greater Waco Chamber of Commerce: Economic Development Presentation regarding FY 17 Budget Request. Ms. Kris Collins and Mr. Bill Clifton with the Economic Development Corporation gave a presentation to the Court regarding their FY 17 Funding Request. Discussion Only.

GREATER WACCO

An Innovation Economy



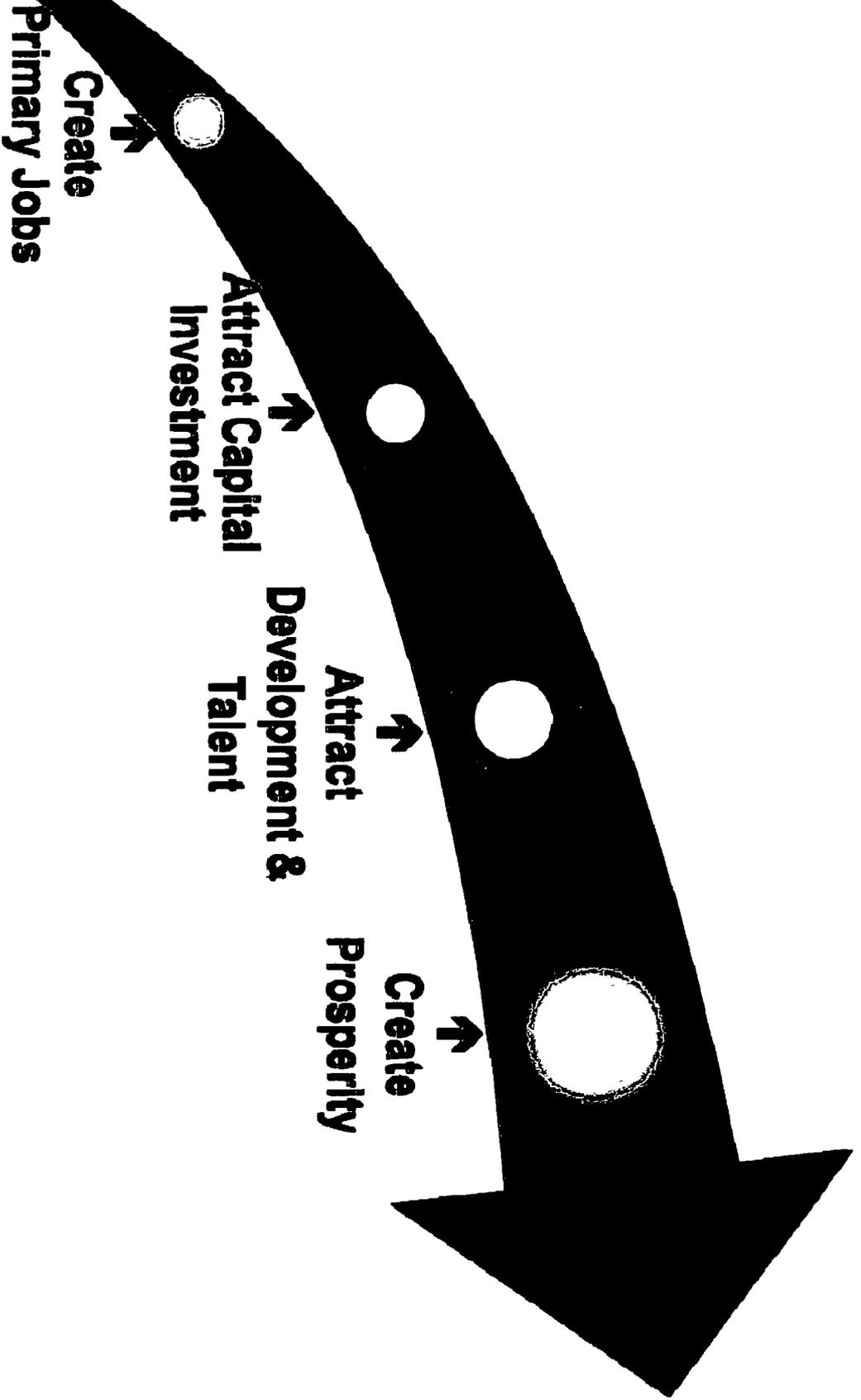
- Centrally Located
- Accessible to Talent
- Diverse Industries
- Distinctive Place



WacoChamber.com

Presented to:
McLennan County Commissioners

Goals of Economic Development



Waco McLennan County EDC

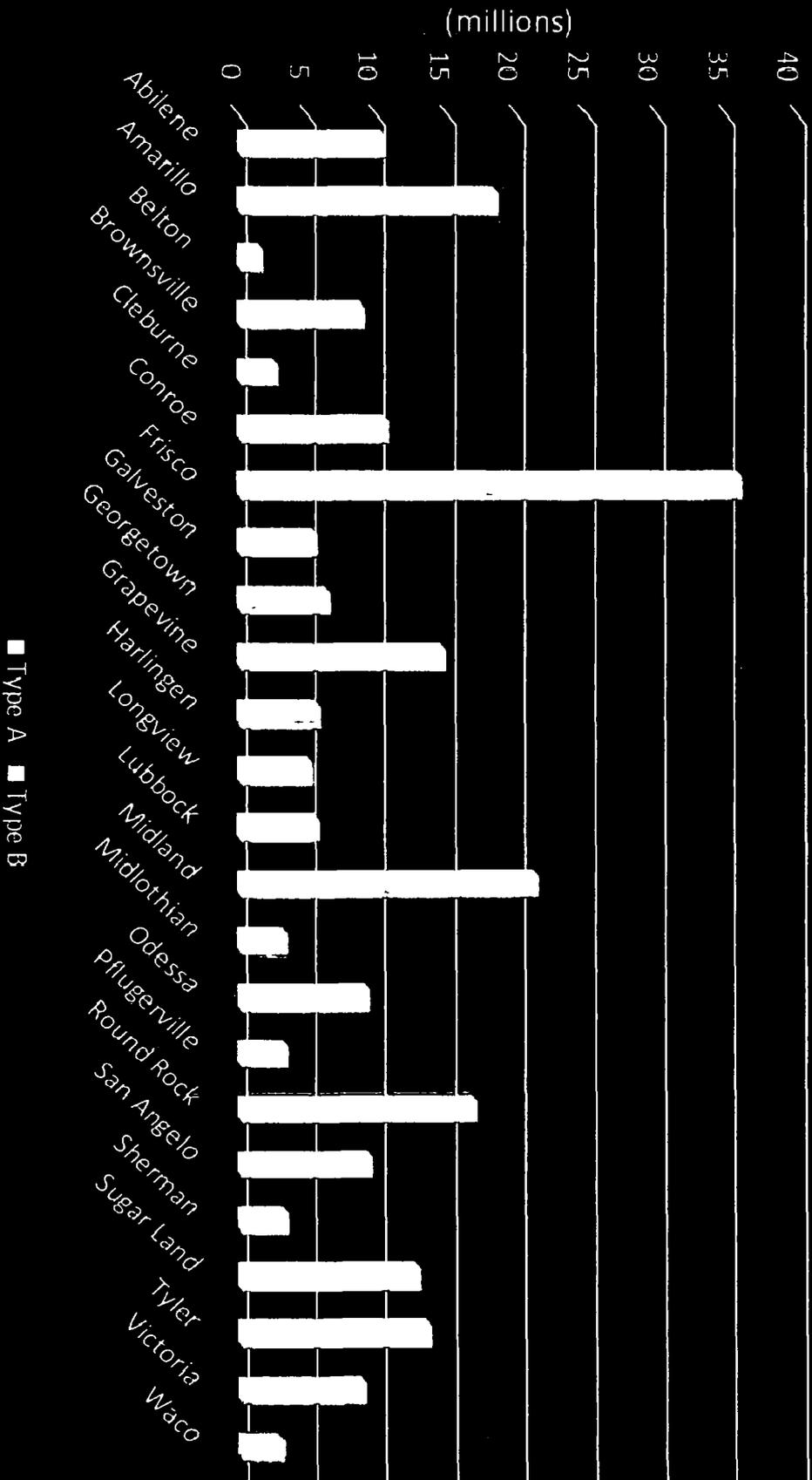
- Est. 1997
- Authorized by Chapter 380 and 381
- 3-member board (City Manager/Mayor, County Judge, Waco Industrial Foundation representative)
- Chamber serves as Administrator; provides board management, contract administration, investment recommendations and client relations
- Invests in projects to grow the tax base, diversify economic base, create new jobs, raise income, attract private investment
- Regional focus; supports projects throughout McLennan County

Waco McLennan County EDC

- City of Waco and McLennan County annual funding (½ each)
- \$5.5 million fund balance, with \$2.15 million in pending project commitments, leaving \$3.38 million in committable funds
- Initial contribution \$500,000 annually
- Grown to \$3.0 million annually
- Competes with Type A and Type B sales tax corporations
- Projects require: min \$12/hour wage, eligible health benefits, residency in McLennan County/Waco
- Target 20% ROI, 5 year payback period

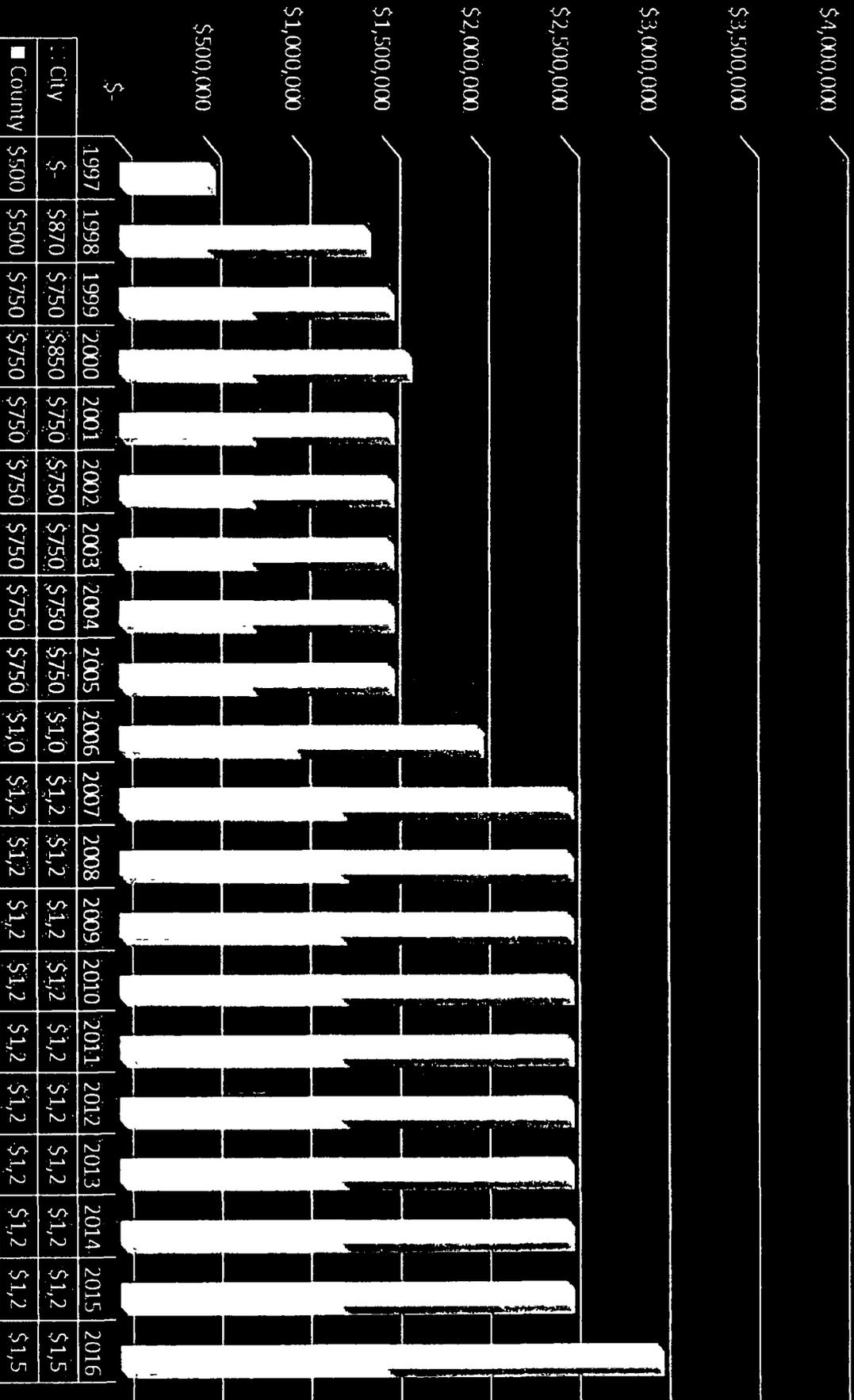
Sale Tax City Comparison

2015 Type A/Type B EDC Sales Tax Revenues



Waco - McLennan County Economic Development Corporation

WMCEDC Annual Contribution Summary



■ County ■ City

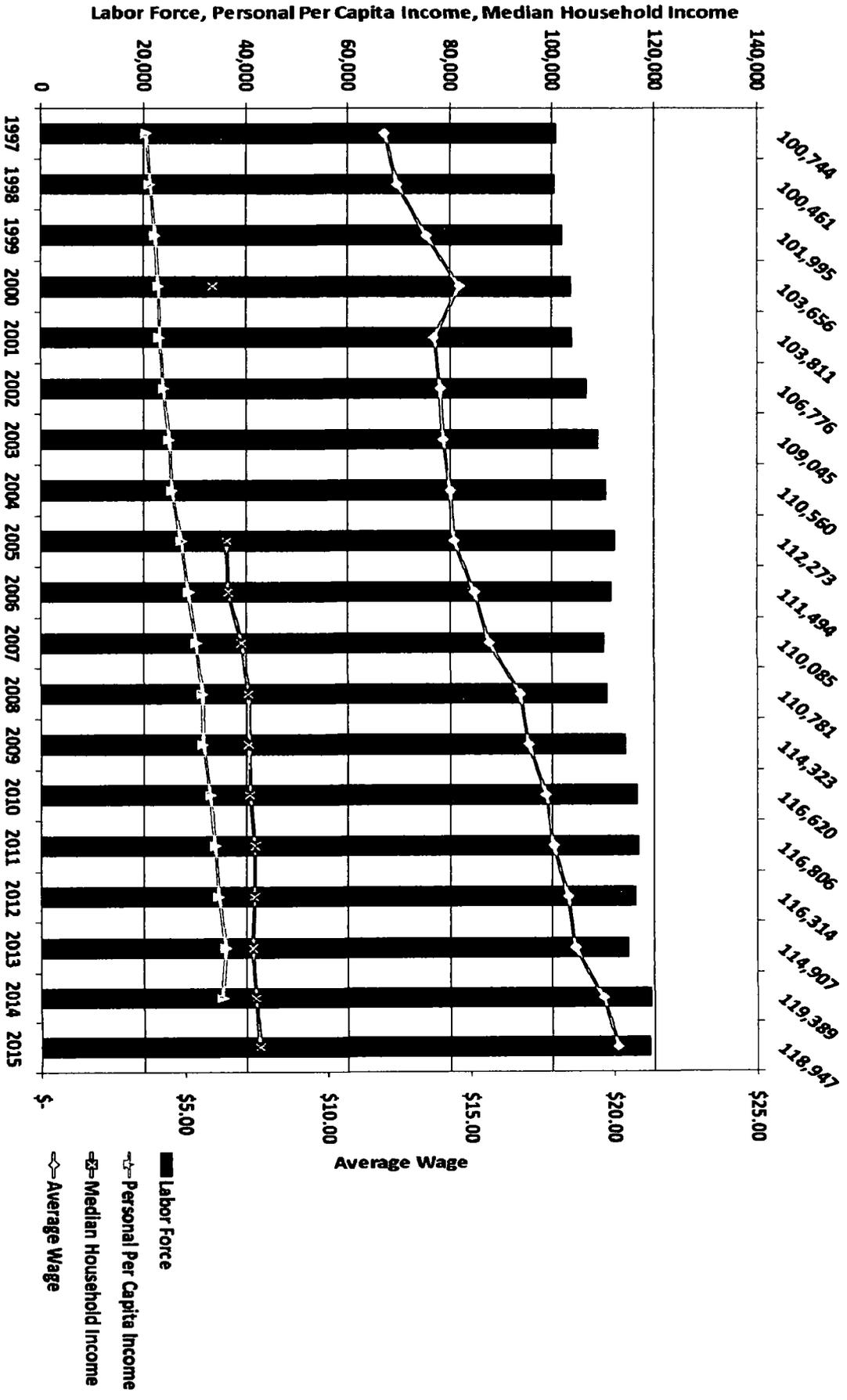
Waco - McLennan County Economic Development Corporation

Waco McLennan County EDC Impact

As of 2016:

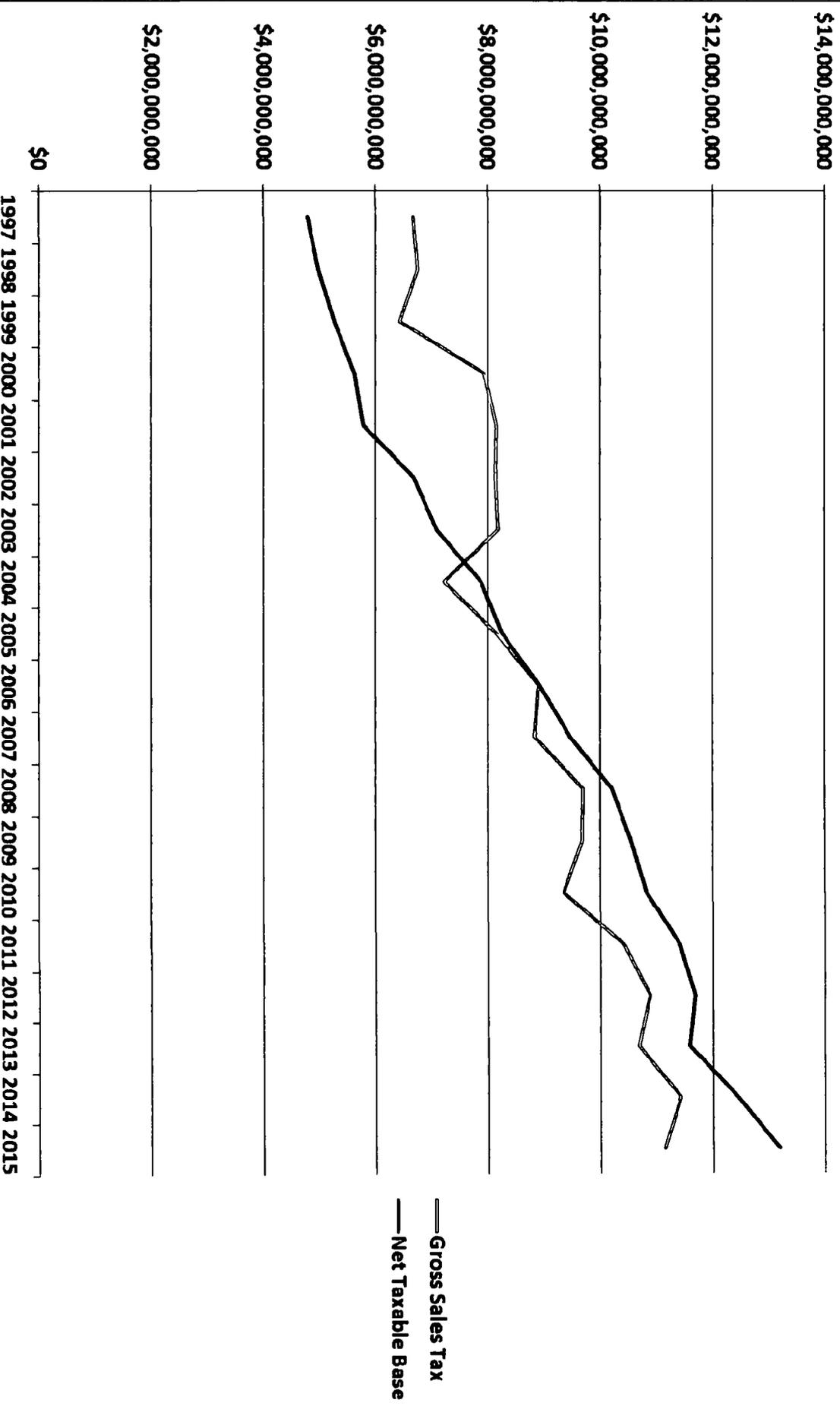
- Supported 59 projects
- Awarded \$37.8 million in grants
- Leveraging \$875 million in private capital investment, 7,750+ new jobs and thousands of retained jobs
- Largest awards: BRIC, L-3, Allergan, Sherwin-Williams, SpaceX

Labor Force to Income Comparison



Waco - McLennan County Economic Development Corporation

McLennan County Tax Growth



Waco - McLennan County Economic Development Corporation

Waco-McLennan County Economic Development Corporation

WMCEDC Goals:

- Invests in projects to diversify economic base, create new **primary** jobs, raise income, attract private investment
- Regional focus; supports projects throughout McLennan County

County/Community Payback:

- Payback Goal: 20% annual return in no more than 5 years for the City & County
- Actual Payback Results: Overall Average of **>30%** annual return rate in less than **4 years** for the City & County

To Date:

- Supported 59 projects
- Awarded \$37.8 million in grants
- Leveraging \$875 million in private capital investment, 7,750+ new jobs and thousands of retained jobs
- 10,000 new and retained primary jobs creates 16,000 secondary spin-off jobs
- Largest awards: BRIC, L-3, Allergan, Sherwin Williams, SpaceX

3 Points to Consider:

1. Economic Development is an investment in the future and WMCEDC provides a **STRONG** return on that investment
2. The Best way to prevent future tax increases is to **GROW** the tax base
 - a. since 2001 the McLennan County tax base has grown from \$6 billion to more than \$12.4 billion
 - b. the average annual wage has grown from \$27K to more than \$41K
 - c. County sales tax collections have continued to increase
3. WMCEDC funding directly impacts our ability to compete against significantly larger & dedicated sales tax incentives in other Texas communities
 - a. The WMCEDC reserve enables ED to compete (one time) with large sales tax communities and is needed to support the existing pipeline of projects
 - b. ED cannot offer incentives without confidence that funding can be delivered

Grant Recipients (some companies have received multiple grants):

American Fabricators	Caterpillar Work Tools and Services	C3 Customer Contact Channels
Anheuser-Busch	Sanderson Farms	Blackhawk Modification
Trane Co.	Diversified Product Development	Britco Structures USA
FreeFlight Systems	Tri Van Truck Body	Let's Gel
Advanced Concepts & Technologies International	Coca Cola Enterprises	TSTC Hangar Project
Health Care Svcs. Corp. (BlueCross BlueShield)	Caterpillar Logistics Services	Kingsdown
Certainteed Corporation	L-3 Communications Integrated Systems	SpaceX
Wal-Mart, Inc.	Associated Hygienic Products	Vossloh Fastening Systems
MarathonNorco Aerospace	A-1 Fire and Security	WocoTech Texas
Dwyer Group (ZorWare/Neocom)	Baylor Research and Innovation	Behlen Manufacturing
Phoenix Equipment Co.	Collaborative	General Dynamics IT
Coca-Cola North America	T-Squared	Owens-Illinois
McLennan County Rail Project	TSTC Aerospace Center	Time Manufacturing
Tractor Supply Company	Allergan	Sherwin Williams
Profiles International	Coll Materials	Polyglass USA

WMCEDC Projects by County District

Precinct 1: Commissioner Snell

Awarded Projects

- TU Electric (Atmos)
- Anheuser Bush
- Certainteed Corp
- FreeFlight Systems
- Tractor Supply
- Walmart, Inc.
- Coca-Cola Enterprises
- Caterpillar Logistics (Gateway)
- A-1 Fire & Security
- Associated Hygienic Products #1,#2, #3
- Beverly Dr. Project
- Owens-Brockway Glass
- Let's Gel
- Polyglass USA

Precinct 1 WMCEDC Grant Award Total: \$7,160,106

Est. Tax Base & Investment Value: \$369,600,000

Percentage Award to Base: 1.9%

Ratio WMCEDC: Base Value = 1:51.62

Precinct 3: Commissioner Jones

Awarded Projects

- BlueCross BlueShield
- ACT-I
- Sanderson Farms(1/2 production & hatchery)
- Profiles International
- L-3 Communications
- TSTC Aerospace Center
- General Dynamics IT
- TSTC 11-1 Hangar Project
- Sherwin-Williams

Precinct 3 WMCEDC Grant Award Total: \$9,064,910

Est. Tax Base & Investment Value: \$224,500,000

Percentage Award to Base: 4%

Ratio WMCEDC: Base Value = 1:24.77

Precinct 2: Commissioner Gibson

Awarded Projects

- Fibrocrete
- NEOCOM/Dwyer Group
- Diversified Product Development
- Sanderson Farms
- Caterpillar Logistics (General Tire)
- Trivan Truck Body
- Baylor Research & Innovation Collaborative (BRIC)
- Balcones Distilling

Precinct 2 WMCEDC Grant Award Total: \$6,764,797

Tax Base & Investment Value: \$119,209,841

Percentage Award to Base: 5.6%

Ratio WMCEDC: Base Value = 1:17.62

Precinct 4: Commissioner Perry

Awarded Projects

- American Fabricators
- Coca Cola/Minute Maid (#1, #2, #3)
- Marathon Power
- Trane Co.
- Phoenix Equipment
- Caterpillar Work Tools #1,#2
- L-3 Communications (Wings)
- Blackhawk Modifications
- Britco Structures
- T-Squared Mfg.
- Coll Materials Exchange
- Allergan
- C-3 Customer Contact Channels
- Kingsdown
- SpaceX
- Vossloh Fastening Systems
- WocoTech Texas
- Behlen Manufacturing
- Time Manufacturing

Precinct 4 WMCEDC Grant Award Total: \$14,478,424

Est. Tax Base & Investment Value: \$602,582,962

Percentage Award to Base: 2.4%

Ratio WMCEDC: Base Value = 1:41.62

**Combined Tax Base & Investment Value:
~\$1,316,000,000**

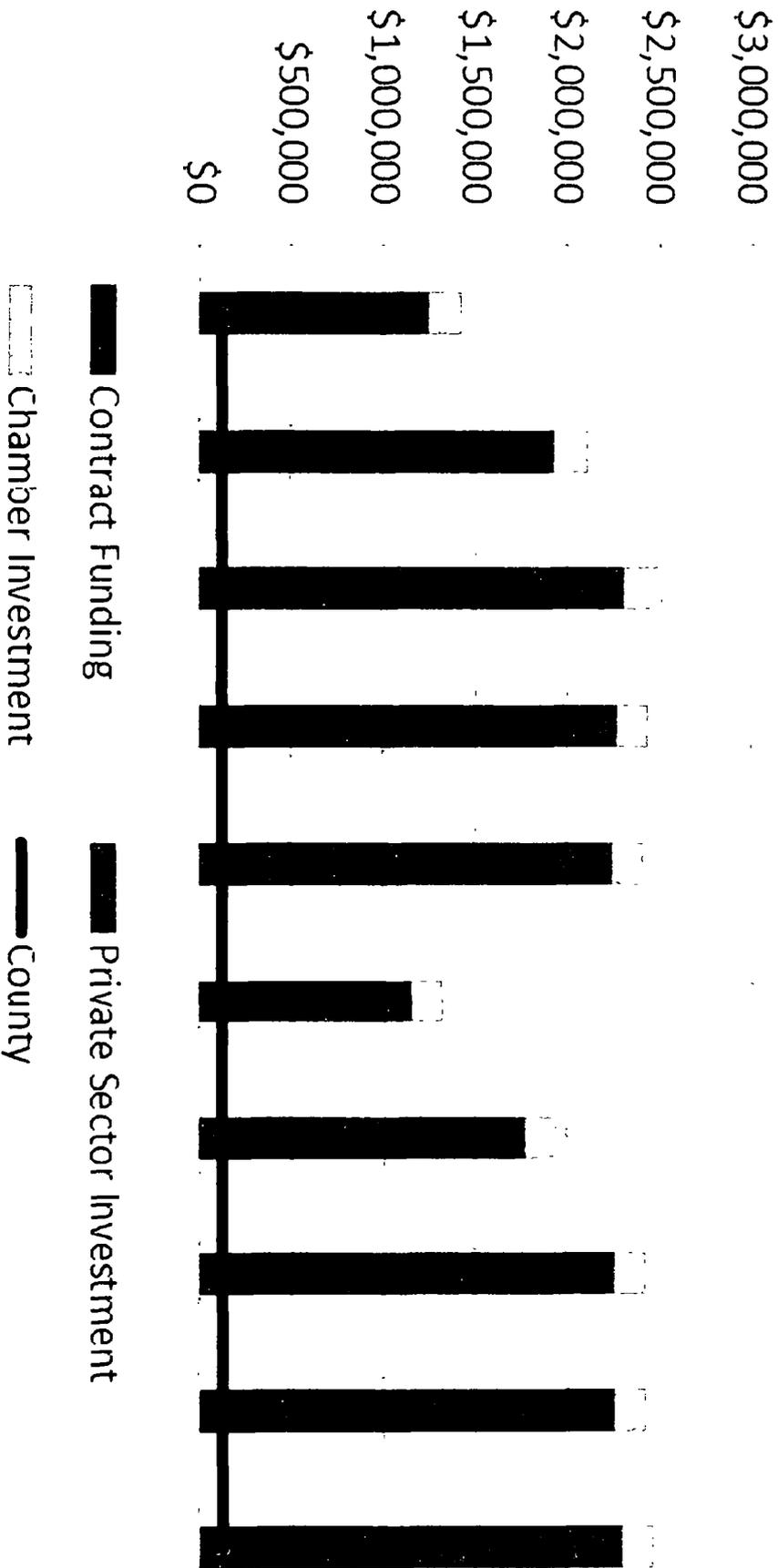
WMCEDC Projects by County District



Economic Development Contributions

Chamber ED Funding & Investment Analysis

2006 - 2015



McLennan County Spaceport Development Corporation

FY 2017 Funding Request:

- Contribution to TSTC FAA Spaceport Designation Feasibility and Environmental Reports - \$30,000
- SpaceCom Co-exhibit with Greater Waco Aviation Alliance - \$4,000
- Participation of SDC representative in DC Fly-in - \$2,500
- 85th Legislative Session Expenses - \$2,500
- Governor's Aviation & Aerospace Advisory Board Travel Expenses - \$1,000
- Contingency - \$5,000

Total request: \$45,000

Thank you for your consideration and your continued support of economic development in McLennan County.

Waco - McLennan County Economic Development Corporation

FILED. JUL 19 2016.

J.A. "ANDY" HARNELL, County Clerk
McLennan County, Texas
By Mycelice Gowen DEPUTY

ORDER RECESSING SPECIAL SESSION

On this the 19 day of July, 2016, at 10:16 o'clock a.m., County Judge Scott Felton announced that this meeting of July 19, 2016 stands in recess for 5 minutes.

ORDER RECONVENING SPECIAL SESSION

On this the 19 day of July, 2016, at 10:27 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, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

The Court went to item L.7. d. Re: the November 8, 2016 Joint General Election: Approval of Election Judges / Alternate Appointments for Election Day; Election Day Vote Centers; Early Voting Workers / Dates, Times, and Locations; Central Counting Station Workers; and Early Voting Ballot Board / Signature Verification Committee Members.

ORDER APPROVING:

**APPROVAL OF ELECTION JUDGES / ALTERNATE APPOINTMENTS
FOR ELECTIONS DAY; ELECTION DAY VOTE CENTERS; EARLY VOTING
WORKERS /DATES, TIMES, AND LOCATIONS; CENTRAL COUNTING STATION
WORKERS;AND EARLY VOTING BALLOT BOARD / SIGNATURE VERIFICATION
COMMITTEE MEMBERS**

RE: THE NOVEMBER 8, 2016 JOINT GENERAL ELECTION

On this the 19 day of July, 2016, came on for consideration the matter Regarding the November 8, 2016 Joint General Election: Approval of Election Judges / Alternate Appointments for Election Day; Election Day Vote Centers; Early Voting Workers / Dates, Times, and Locations; Central Counting Station Workers; and Early Voting Ballot Board / Signature Verification Committee Members. After discussion, Commissioner Perry made a motion to approve L. 7. d. 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.



KATHY E. VAN WOLFE
Elections Administrator

APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016
Scott M. Felton
COUNTY JUDGE

MEMORANDUM

TO: Scott Felton, County Judge
Commissioner Kelly Snell
Commissioner Lester Gibson
Commissioner Will Jones
Commissioner Ben Perry

FROM: Kathy E. Van Wolfe, Elections Administrator *Kathy*

SUBJECT: November 8, 2016 Joint General Election
Election Judge/Alternate Appointments for Election Day
List of Election Day Vote Centers
Early Voting Workers/Dates, Times and Locations
Central Counting Station Workers
Early Voting Ballot Board/Signature Verification Committee Members

DATE: July 19, 2016

Attached is a preliminary list of prospective appointments for Presiding Election Judges and Alternate Election Judges for the upcoming two-year appointment, per Section 32.002 of the Texas Election Code. Many of the workers listed on the tentative list have been trained and have worked several elections

In addition, attached are the list of Election Day Vote Centers, list of Early Voting Workers, Early Voting dates, times and locations, Central Counting Station Workers and Early Voting Ballot Board/Signature Verification Committee Members for the November 8, 2016 Joint General Election. All lists have been approved by the McLennan County Democratic and Republican Party Chairs. Please let me know if you have any objections to any name on the lists.

Currently, there are sixteen (16) cities and schools (Axtell ISD, Bruceville-Eddy, Bruceville-Eddy ISD, Hallsburg, Hallsburg ISD, Leroy, Moody, Moody ISD, Oglesby ISD, Riesel, Riesel ISD, Robinson, Robinson ISD, Ross, West and West ISD) that are also having an election on November 8, 2016. All are contracting with McLennan County and their issues will be at the **TOP** of the Joint General Election ballot, within their specific jurisdiction. After the filing period for these entities is over, there may be some cancelled elections. A Notice of Joint General Election with the remaining entities and Joint Election Agreements will be submitted for your approval on September 6, 2016.

I would like to request your approval of the Appointment of the Election Day Judges/Alternates, Early Voting Workers, Central Count Workers, Ballot Board/Signature Verification Committee members, list of Election Day Vote Centers and Early Voting dates, times and locations, as provided. Thank you for your continued support. Please contact me if you need any additional information at Ext 5043.

**November 8, 2016 General Election
List of Election Workers (32 - VOTE CENTERS)**

Printed 7/6/2016
Data Date 7/6/2016
Data Time 2 56 38PM

Pct(s) 002	CESAR CHAVEZ MIDDLE SCHOOL, 700 S 15TH STREET, WACO, TX 76706			BCL Required: Y	Home Precinct:
Presiding Judge	GLORIA TONEY	R	1821 COLUMBIA ST, WACO TX 76711	Phone # 254-714-2616	026
Alternate Judge	MARY MONEY	D	3201 BAGBY AVE, WACO TX 76711	Phone # 254-749-6890	025
Pct(s) 003	WACO CONVENTION CENTER, 100 Washington Avenue, WACO, TX 76701			BCL Required: Y	Home Precinct:
Presiding Judge	LINDA LINEWEAVER	R	1226 OAKMANOR CIRCLE, HEWITT, TX 76643	Phone # 254-716-0885	019
Alternate Judge	WAYMAN DEVER	D	1721 N 13TH ST, WACO TX 76707	Phone # 254-349-2899	010
Bilingual Clerk	ESMERALDA OCHOA		913 N 63RD ST, WACO TX 76710	Phone # 254-548-7889	031
Pct(s) 010	DEWEY COMMUNITY CENTER, 925 N 9TH ST, WACO 76707			BCL Required: Y	Home Precinct:
Presiding Judge	DAWN KIRK	D	4500 KENDALL LN, WACO TX 76705-7704	Phone # 254-715-4736	017
Alternate Judge	DONNA HAWKINS	R	9519 CHINA SPRING RD, WACO TX 76708	Phone # 254-366-5948	044
Bilingual Clerk	ALICE DURON		651 WINDING OAKS DR, WACO TX 76705	Phone # 254-412-2161	084
Pct(s) 012	G W CARVER MIDDLE SCHOOL, 1601 JJ Flewellen Rd, WACO, TX 76704			BCL Required: N	Home Precinct:
Presiding Judge	SADIE HARPER	D	1301 SHERMAN ST, WACO TX 76704	Phone # 254-756-0262	012
Alternate Judge	ALONZO CARDENAS		8532 VALLEY CREST DR, WOODWAY TX 76712	Phone #	011
Pct(s) 014	WACO MULTI-PURPOSE COMMUNITY CTR, 1020 ELM AVE, WACO, TX 76704			BCL Required: Y	Home Precinct:
Presiding Judge	ANITA PHILLIPS	D	910 E CALHOUN AVE, WACO TX 76704	Phone # 254-224-8027	014
Alternate Judge	RONALD BRADFORD	R	2717 LIVE OAK AVE, WACO TX 76708	Phone # 254-981-4687	038
Bilingual Clerk	JOSEPHINE RIOS		1653 N 17TH ST, WACO TX 76707	Phone # 254-752-4162	010
Pct(s) 022	SOUTH WACO LIBRARY, 2737 S 18TH STREET, WACO, TX 76706			BCL Required: Y	Home Precinct:
Presiding Judge	MARY JASKA	D	PO BOX 24, ROSS TX 76684	Phone # 254-744-6838	066
Alternate Judge	BONNIE BELANGER	R	5215 PINE AVE, WACO TX 76710	Phone # 254-772-0986	036
Bilingual Clerk	OLGA LERMA		1704 LEXINGTON ST, WACO TX 76711	Phone # 254-265-4363	026
Pct(s) 023	WOODWAY FIRST BAPTIST CHURCH, 13000 WOODWAY DR, WACO, TX 76712			BCL Required: N	Home Precinct:
Presiding Judge	WANDA PETREE	R	3091 ROCKBRIDGE RD, MCGREGOR TX 76657	Phone # 254-848-2802	063
Alternate Judge	JACQUELINE RHODES	D	4808 LOCHINVAR CT, WACO TX 76710	Phone # 254-644-3267	036
Pct(s) 028	MHMR, CENTER FOR DEV SERVICES, 3420 W WACO DR, WACO, TX 76710			BCL Required: Y	Home Precinct:
Presiding Judge	CHARLENE UMBERGER	R	3900 AUSTIN AVE, WACO TX 76710	Phone # 254-744-3860	028
Alternate Judge	FRANCI ROGERS	D	5713 ROBERTS DR, WACO TX 76710	Phone # 254-235-2808	033
Bilingual Clerk	NATALIE SALAZAR		148 PHILLIP CIRCLE, HEWITT, TX 76643	Phone # 254-366-0343	061
Pct(s) 029	TENNYSON MIDDLE SCHOOL, 6100 TENNYSON DR, WACO, TX 76710			BCL Required: Y	Home Precinct:
Presiding Judge	RHONDA STEINBACH	R	5201 MEADOW WOOD RD, WACO TX 76710	Phone # 254-772-6109	036
Alternate Judge	JEAN NIXON	D	5221 LAKE CHARLES DR, WACO TX 76710	Phone # 254-776-0488	034
Bilingual Clerk	ARLAN RIDDLE		5201 PINE AVE, WACO TX 76710	Phone # 254-751-9481	036
Pct(s) 032	FIRST ASSEMBLY OF GOD CHURCH, 6701 BOSQUE BLVD, WACO, TX 76710			BCL Required: N	Home Precinct:
Presiding Judge	IRIS CUNNINGHAM	R	800 AUSTIN HINES DR, CHINA SPRING TX 76633	Phone # 254-405-4991	081
Alternate Judge	PAUL EVANS	D	2001 RAMADA DR, WACO TX 76712	Phone # 254-666-1651	051
Bilingual Clerk	SANDRA CORBETT		524 OLD MILL CREEK DR, WACO TX 76712	Phone # 254-741-1442	051

Bold and underline denote bilingual
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**November 8, 2016 General Election
List of Election Workers (32 - VOTE CENTERS)**

Printed 7/6/2016
Data Date 7/6/2016
Data Time 2:56:38PM

Pct(s) 037	WACO HIGH SCHOOL, 2020 N 42ND STREET, WACO, TX 76710			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	RUSSELL LARKINS	<input type="checkbox"/> D	1812 EVANS, WACO, TX 76705	Phone # 254-366-5436	012
Alternate Judge	DEBORAH CASWELL	<input type="checkbox"/> R	1113 CAMDEN COURT CIR, WACO TX 76712	Phone #	063
Bilingual Clerk	<u>INEZ RODRIGUEZ</u>		7569 S UNIV PKS DR, WACO TX 76706	Phone # 254-881-5840	090
Pct(s) 044	CHINA SPRING ISD ADMINISTRATION, 12166 Yankee Road, CHINA SPRING, TX 76633			BCL Required: N	Home Precinct:
Presiding Judge	CATHY DOMINGUEZ	<input type="checkbox"/> R	365 NORM ST, CHINA SPRING TX 76633	Phone # 254-761-3176	081
Alternate Judge	<u>BETTY MANCHEGO</u>	<input type="checkbox"/> D	291 DOVE HILL LN, CHINA SPRING TX 76633	Phone # 254-836-1905	081
Pct(s) 045	MCC CONFERENCE CENTER, 4601 N 19TH ST, WACO, TX 76708			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	EDWARD BROWN	<input type="checkbox"/> R	4609 GLENWOOD CIR, WACO TX 76708	Phone # 254-714-2679	045
Alternate Judge	DR. PEACHES HENRY	<input type="checkbox"/> D	1337 ROYAL OAKS DR, WACO TX 76710	Phone # 254-733-5261	031
Bilingual Clerk	<u>RALPH CHERRY</u>		5418 LAKE KILLARNEY DR, WACO TX 76710	Phone # 254-741-9395	034
Pct(s) 052	CENTRAL CHRISTIAN CHURCH, 4901 LAKE SHORE DR, WACO, TX 76710			BCL Required: N	Home Precinct:
Presiding Judge	WILLIAM GARNER	<input type="checkbox"/> R	4340 WESTCHESTER DR, WACO TX 76710	Phone # 254-772-7797	052
Alternate Judge	<u>MARY NAVARRO</u>	<input type="checkbox"/> D	317 CRESCENT DR, HEWITT TX 76643	Phone # 254-366-3901	061
Pct(s) 057	UNIVERSITY HIGH SCHOOL, 3201 S NEW ROAD, WACO, TX 76706			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	TAMBERLYN HECTOR	<input type="checkbox"/> R	769 W GREIG DR, ROBINSON TX 76706	Phone # 254-662-3630	060
Alternate Judge	<u>BETTY ZARAZUA</u>	<input type="checkbox"/> D	3725 MANOR DR, WACO TX 76706	Phone # 254-662-1597	057
Pct(s) 058	LACY LAKEVIEW CIVIC CENTER, 503 E CRAVEN AVE, WACO, TX 76705			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	NOTRA POWELL	<input type="checkbox"/> R	327 N BERMUDA ST, LACY LAKEVIEW TX 76705	Phone # 254-744-4800	058
Alternate Judge	RONALD NEUMANN	<input type="checkbox"/> D	696 SPRING LAKE RD, WACO TX 76705	Phone # 254-749-1632	064
Bilingual Clerk	<u>LARRY MANCHEGO</u>		291 DOVE HILL LANE, CHINA SPRING, TX 76633	Phone # 254-836-1905	081
Pct(s) 059	ROBINSON COMMUNITY CENTER, 106 W LYNDALE, ROBINSON, TX 76706			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	LINDA VRANICH	<input type="checkbox"/> R	117 N EMBERWOOD DR, ROBINSON TX 76706	Phone # 254-744-9658	059
Alternate Judge	SHELIA BROWN	<input type="checkbox"/> D	612 EAGLES NEST DR, HEWITT TX 76643	Phone # 254-715-4173	061
Bilingual Clerk	<u>ALMA CANALES</u>		3717 SANGER AVE, WACO TX 76710	Phone # 254-753-3407	028
Pct(s) 061	HEWITT FIRST BAPTIST CHURCH, 301 S. 1ST ST., HEWITT, TX 76643			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	PAMELA HOWARD	<input type="checkbox"/> R	1300 DENDRON DR, HEWITT TX 76643	Phone # 254-666-7026	019
Alternate Judge	MARY TAFT	<input type="checkbox"/> D	525 N 32ND ST, WACO TX 76707	Phone # 254-717-2621	008
Bilingual Clerk	<u>JANNA GIPSON</u>		PO BOX 932, HEWITT TX 76643	Phone # 254-666-2507	061
Pct(s) 062	BRAZOS MEADOWS BAPTIST CHURCH, 625 S HEWITT DR, HEWITT, TX 76643			BCL Required: <input checked="" type="checkbox"/>	Home Precinct:
Presiding Judge	FRANCESCA NYQUIST	<input type="checkbox"/> R	1100 REDONDO DR, WOODWAY TX 76712	Phone # 254-315-9228	011
Alternate Judge	JAMES REGEN	<input type="checkbox"/> D	1228 CIMMARON DR, WACO TX 76712	Phone # 254-666-1329	051
Bilingual Clerk	<u>PATRICIA KNIGHTEN</u>		4100 N 31ST ST, WACO TX 76708	Phone # 254-753-8066	041
Pct(s) 063	FELLOWSHIP BIBLE CHURCH, 5200 SPEEGLEVILLE RD, MCGREGOR, TX 76657			BCL Required: N	Home Precinct:
Presiding Judge	WAYNE SMITH	<input type="checkbox"/> R	3021 ROCKBRIDGE RD, MCGREGOR TX 76657	Phone # 254-848-2246	063
Alternate Judge	ARTHUR REINKING	<input type="checkbox"/> D	1216 SOUTHWOOD DR, WOODWAY TX 76712	Phone # 254-399-0927	011

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November 8, 2016 General Election
List of Election Workers (32 - VOTE CENTERS)

Printed 7/6/2016
 Data Date 7/6/2016
 Data Time 2 56 38PM

Pct(s) 067	WEST COMMUNITY CENTER, 200 TOKIO RD , WEST, TX 76691			BCL Required: N	Home Precinct:
Presiding Judge	SANDRA SYKORA	<input type="checkbox"/> R	2150 HEJL LN, WEST TX 76691	Phone # 254-826-5976	067
Alternate Judge	PHYLLIS JACKSON	<input type="checkbox"/> D	504 N COLLEGE AVE, WEST TX 76691	Phone # 254-826-5665	067
Pct(s) 069	AXTELL SCHOOL ATH MEETING RM , 312 W SELEY, AXTELL, TX 76624			BCL Required: N	Home Precinct:
Presiding Judge	SALLY BROOKS	<input type="checkbox"/> R	6266 OLD MEXIA RD, WACO TX 76705	Phone # 254-723-2130	069
Alternate Judge	NORMA BELL	<input type="checkbox"/> D	12806 E HWY 84, AXTELL TX 76624	Phone # 254-863-0320	070
Pct(s) 071	MART COMMUNITY CENTER, 804 E BOWIE AVE , MART, TX 76664			BCL Required: N	Home Precinct:
Presiding Judge	RUSSELL KIRK	<input type="checkbox"/> R	358 HALL DR, WACO TX 76705	Phone # 254-420-7160	072
Alternate Judge	WILLIE HURTH	<input type="checkbox"/> D	302 S PEARL ST, MART TX 76664	Phone # 254-315-5014	071
Pct(s) 073	RIESEL ISD ADMINISTRATION BLDG, 600 FREDERICK ST , RIESEL, TX 76682			BCL Required: N	Home Precinct:
Presiding Judge	ELVA SPRAGUE	<input type="checkbox"/> R	402 E FREDERICK ST, RIESEL TX 76682	Phone # 254-896-2600	073
Alternate Judge	BRENDA BUSBY	<input type="checkbox"/> D	663 MANCHACA PL, RIESEL TX 76682	Phone # 254-227-2662	072
Pct(s) 075	LORENA FIRST BAPTIST CHURCH, 307 E. CENTER ST , LORENA, TX 76655			BCL Required: N	Home Precinct:
Presiding Judge	CYNTHIA (CINDI) MOORE	<input type="checkbox"/> R	8011 RIDGE POINT DR, WOODWAY TX 76712	Phone # 254-722-9360	023
Alternate Judge	PAT KULTGEN	<input type="checkbox"/> D	115 BRANDY HILL RD, LORENA TX 76655	Phone # 254-744-8393	055
Pct(s) 076	BRUCEVILLE-EDDY ISD S E.C , I EAGLE DR , EDDY, TX 76524			BCL Required: N	Home Precinct:
Presiding Judge	HENRY PETREE	<input type="checkbox"/> R	3091 ROCKBRIDGE RD, MCGREGOR TX 76657	Phone # 254-848-2802	063
Alternate Judge	VERNON CLARKE	<input type="checkbox"/> D	1014 DECEMBER DR, HEWITT TX 76643	Phone # 254-709-7396	019
Pct(s) 077	MOODY CITY HALL, 600 AVE E, MOODY, TX 76557			BCL Required: <input checked="" type="checkbox"/> Y	Home Precinct:
Presiding Judge	KENT DONALDSON	<input type="checkbox"/> R	274 DONALDSON RD, MOODY TX 76557	Phone #	077
Alternate Judge	SANDRA CAMPOS	<input type="checkbox"/> D	706 WHITSON ST, MOODY TX 76557	Phone # 254-853-3028	077
Bilingual Clerk	<u>ALMA GUTIERREZ</u>		225 TOWER DR, MOODY TX 76557	Phone # 254-855-0876	077
Pct(s) 079	H G ISBILL JUNIOR HIGH, 305 S VAN BUREN ST , MCGREGOR, TX 76657			BCL Required: <input checked="" type="checkbox"/> Y	Home Precinct:
Presiding Judge	MARY TURPIN	<input type="checkbox"/> R	207 RUSSELL ST, LORENA TX 76655	Phone # 254-857-3177	075
Alternate Judge	<u>FRANCISCO LEOS</u>	<input type="checkbox"/> D	1107 W 4TH ST, MCGREGOR TX 76657	Phone # 254-644-4793	079
Pct(s) 080	CRAWFORD HIGH SCHOOL, 200 PIRATE DRIVE, CRAWFORD, TX 76638			BCL Required: N	Home Precinct:
Presiding Judge	LORI WILLIAMS	<input type="checkbox"/> R	10480 CEDAR ROCK PKWY, CRAWFORD, TX 76638	Phone # 254-744-8303	080
Alternate Judge	FRANCIS RALEY	<input type="checkbox"/> D	2915 ANDERSON LN, CRAWFORD TX 76638	Phone # 254-486-2500	080
Pct(s) 082	SPEEGLEVILLE BAPTIST CHURCH, 469 SPEEGLE RD , WACO, TX 76712			BCL Required: N	Home Precinct:
Presiding Judge	JERRY HILL	<input type="checkbox"/> R	8101 WOODCREEK DR, WOODWAY TX 76712	Phone # 254-224-6228	091
Alternate Judge	SUSAN KOCIAN	<input type="checkbox"/> D	3013 CLYDESDALE WAY, ROBINSON TX 76706	Phone # 254-315-8233	060
Pct(s) 084	CHALK BLUFF BAPTIST CHURCH, 5993 GHOLSON RD , WACO, TX 76705			BCL Required: N	Home Precinct:
Presiding Judge	ALFRED CONNALLY	<input type="checkbox"/> R	116 SPRING LAKE DR , LACY LAKEVIEW TX 76705	Phone # 254-717-3234	058
Alternate Judge	ROSEMARY SMITH	<input type="checkbox"/> D	190 SHOOFLY LN, WACO TX 76708	Phone # 254-836-4455	081

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November 8, 2016 General Election
List of Election Workers (32 - VOTE CENTERS)

Printed 7/6/2016
Data Date 7/6/2016
Data Time 2 56 38PM

Pct(s)	BELLMEAD CIVIC CENTER, 3900 PARRISH ST , WACO, TX 76705			BCL Required:	<input checked="" type="checkbox"/>	Home Precinct:	
087							
Presiding Judge	LINDA HILL	<input type="checkbox"/> R	8101 WOODCREEK DR, WOODWAY TX 76712	Phone #	254-224-6228		091
Alternate Judge	MARK CLARK	<input type="checkbox"/> D	P O BOX 504, WACO TX 76703	Phone #	254-799-2876		017
Bilingual Clerk	<u>CONNIE PEREZ</u>		2212 KENDRICK LN, WACO TX 76711	Phone #	254-752-0020		026

MCLENNAN COUNTY VOTE CENTERS

(LOS CENTROS DE VOTACIÓN DEL CONDADO DE MCLENNAN)

ON TUESDAY, NOVEMBER 8, 2016, REGISTERED VOTERS WILL BE ABLE TO CAST THEIR ELECTION DAY BALLOTS AT ANY OF THE VOTE CENTERS LISTED BELOW FROM 7:00 AM - 7:00 PM
 (El martes, 8 de noviembre 2016, los votantes inscritos podrán emitir su voto el día de elecciones en CUALQUIERA de los Centros de Votación que se indican a continuación de 7:00 AM - 7:00 PM)

AXTELL SCHOOL ATH. MEETING ROOM	312 W. Seley, Axtell
BELLMEAD CIVIC CENTER	3900 Parrish St., Waco
BRAZOS MEADOWS BAPTIST CHURCH	625 S. Hewitt Drive, Hewitt
BRUCEVILLE-EDDY ISD SPECIAL EVENTS CENTER	1 Eagle Drive, Eddy
CENTRAL CHRISTIAN CHURCH	4901 Lake Shore Drive, Waco
CESAR CHAVEZ MIDDLE SCHOOL	700 S. 15th Street, Waco
CHALK BLUFF BAPTIST CHURCH	5993 Gholson Road, Waco
CHINA SPRING ISD ADMINISTRATION BLDG.	12166 Yankie Road, China Spring
CRAWFORD HIGH SCHOOL	200 Pirate Drive, Crawford
DEWEY COMMUNITY CENTER	925 N. 9th Street, Waco
FELLOWSHIP BIBLE CHURCH	5200 Speegleville Rd., McGregor
FIRST ASSEMBLY OF GOD CHURCH	6701 Bosque Blvd., Waco
G.W. CARVER MIDDLE SCHOOL	1601 J.J. Flewellen Road, Waco
HEWITT FIRST BAPTIST CHURCH	301 S. 1st Street, Hewitt
H.G. ISBILL JUNIOR HIGH	305 S. Van Buren St., McGregor
LACY LAKEVIEW CIVIC CENTER	505 E. Craven Ave., Waco
LORENA FIRST BAPTIST CHURCH	307 E. Center St., Lorena
MART COMMUNITY CENTER	804 E. Bowie Ave., Mart
MCC CONFERENCE CENTER	4601 N. 19th Street, Waco
MHMR CENTER FOR DEV. SERVICES	3420 W. Waco Drive, Waco
MOODY CITY HALL	600 Ave E, Moody
RIESEL ISD ADMINISTRATION BLDG.	600 Frederick Street, Riesel
ROBINSON COMMUNITY CENTER	106 W. Lyndale, Robinson
SOUTH WACO LIBRARY	2737 S. 18th Street, Waco
SPEEGLEVILLE BAPTIST CHURCH	469 Speegle Road, Waco
TENNYSON MIDDLE SCHOOL	6100 Tennyson Drive, Waco
UNIVERSITY HIGH SCHOOL	3201 S. New Road, Waco
WACO CONVENTION CENTER	100 Washington Ave., Waco
WACO HIGH SCHOOL (Performing Arts Center)	2020 N. 42nd St., Waco
WACO MULTI-PURPOSE COMMUNITY CENTER	1020 Elm Street, Waco
WEST COMMUNITY CENTER	200 Tokio Road, West
WOODWAY FIRST BAPTIST CHURCH	13000 Woodway Drive, Woodway

**November 8, 2016 General Election
LIST OF EARLY VOTING WORKERS**

EV 1

**ROBINSON CITY HALL
111 W. LYNDALE AVENUE**

			TELEPHONE	HOME PCT
Presiding Judge	LINDA VRANICH	117 N EMBERWOOD DR, ROBINSON TX 76706	254-744-9658	059
Alternate Judge	CONNIE FOREMAN	2008 DAN ROWE ST, WACO TX 76704	254-366-1589	012
Data Clerk	ROSS MCKENZIE	5601 LAKE HIGHLANDS DR, WACO TX 76710	254-717-3051	034
Data Clerk	ALICE LEDBETTER	526 KRISTI ST, ROBINSON TX 76706	254-644-6648	059
Bilingual Clerk	ALMA CANALES	3717 SANGER AVE, WACO TX 76710	254-753-3407	028
Clerk	ELAINE GENTRY	2215 GORMAN AVE, WACO TX 76707	--	007
Clerk	PATSY WILLIAMS	6318 LANDMARK DR, WACO TX 76710	--	050

EV 2

**MULTI-PURPOSE COMMUNITY CENTER
1020 ELM STREET, WACO, TX 76704**

			TELEPHONE	HOME PCT
Presiding Judge	DAWN KIRK	4500 KENDALL LN, WACO TX 76705-7704	254-715-4736	017
Alternate Judge	BONNIE BELANGER	5215 PINE AVE, WACO TX 76710	254-772-0986	036
Data Clerk	JOYCE GREGORY	4325 BLACKWELL ST, BELLMEAD TX 76705	254-732-6855	086
Bilingual Clerk	DELIA GONZALES	1606 ALSTON, WACO TX 76705	254-315-8502	017

EV 3

**FIRST ASSEMBLY OF GOD CHURCH
6701 BOSQUE BOULEVARD, WACO, TX 76710**

			TELEPHONE	HOME PCT
Presiding Judge	LINDA HILL	8101 WOODCREEK DR, WOODWAY TX 76712	254-224-6228	091
Alternate Judge	MARY NAVARRO	317 CRESCENT DR, HEWITT TX 76643	254-366-3901	061
Data Clerk	WANDA PETREE	3091 ROCKBRIDGE RD, MCGREGOR TX 76657	254-848-2802	063
Data Clerk	HENRY PETREE	3091 ROCKBRIDGE RD, MCGREGOR TX 76657	254-848-2802	063
Data Clerk	ROZELLE STELTER	4304 WESTCHESTER DR, WACO TX 76710	254-235-6841	052
Bilingual Clerk	ALONZO CARDENAS	8532 VALLEY CREST DR, WOODWAY TX 76712	254-749-8624	011
Clerk	NORMA CARDENAS	8532 VALLEY CREST DR, WOODWAY TX 76712	--	011
Clerk	JERRY HILL	8101 WOODCREEK DR, WOODWAY TX 76712	254-224-6228	091
Clerk	ARNOLD ZIMMERMAN	100 NEELY RD, HEWITT TX 76643	--	061
Clerk	VIRGINIA TAYLOR	2824 N 42ND ST, WACO TX 76710	254-772-0995	040

EV 4**BRAZOS MEADOWS BAPTIST CHURCH
625 S. HEWITT DRIVE. HEWITT, TX 76643**

			TELEPHONE	HOME PCT
Presiding Judge	FRANCESCA NYQUIST	1100 REDONDO DR, WOODWAY TX 76712	254-315-9228	011
Alternate Judge	JAMES REGEN	1228 CIMMARON DR, WACO TX 76712	254-666-1329	051
Data Clerk	PATRICIA KNIGHTEN	4100 N 31ST ST, WACO TX 76708	254-753-8066	041
Clerk	CHARLES WOLDA	953 CRESTED BUTTE DR, HEWITT TX 76643	254-744-8592	061
Clerk	TERESA JOHNSON	12009 OAK RIDGE DR, WOODWAY TX 76712	254-772-3793	023

EV 5**MCLENNAN COUNTY RECORDS BUILDING
214 N. 4TH STREET. SUITE 300, WACO, TX 76701**

			TELEPHONE	HOME PCT
Presiding Judge	SADIE HARPER	1301 SHERMAN ST, WACO TX 76704	254-756-0262	012
Alternate Judge	MARK CLARK	P O BOX 504, WACO TX 76703	254-799-2876	017
Data Clerk	CONNIE PEREZ	2212 KENDRICK LN, WACO TX 76711	254-752-0020	026
Data Clerk	DONNA HAWKINS	9519 CHINA SPRING RD, WACO TX 76708	254-366-5948	044
Bilingual Clerk	NATALIE SALAZAR	148 PHILLIP CIRCLE, HEWITT, TX 76643	254-366-0343	061
Clerk	BOBBY CASWELL	1113 CAMDEN COURT CIR, WACO TX 76712	--	063
Clerk	DEBORAH CASWELL	1113 CAMDEN COURT CIR, WACO TX 76712	--	063
Clerk	COL. WARNEY CROSBY	209 TRAILWOOD DR, WOODWAY TX 76712	254-235-8228	023

NOVEMBER 8, 2016 JOINT GENERAL ELECTION

EARLY VOTING

Locations:

McLennan County Elections Administration Office
Records Building
214 North Fourth Street, Suite 300
Waco, Texas 76701

Robinson Community Center
106 W. Lyndale
Robinson, TX 76706

First Assembly of God Church
6701 Bosque Blvd.
Waco, Texas 76710

Waco Multi-Purpose Community Center
1020 Elm St.
Waco, Texas 76704

Brazos Meadows Baptist Church
625 S. Hewitt Dr.
Hewitt, TX 76643

The dates and times of Early Voting are:

Monday, October 24, 2016 through Friday, October 28, 2016	8:00 AM - 5:00 PM
Saturday, October 29, 2016	7:00 AM - 7:00 PM
Sunday, October 30, 2016	1:00 PM - 6:00 PM
Monday, October 31, 2016 through Friday, November 4, 2016	7:00 AM - 7:00 PM

Applications for ballot by mail should be mailed to:

Kathy E. Van Wolfe
McLennan County Elections Administrator
P.O. Box 2450
Waco, Texas 76703-2450

Applications for ballot by mail must be received no later than the close of business on October 28, 2016:

First day to apply for an annual Ballot by Mail is January 1, 2016.

Last Day to Register to Vote is October 11, 2016.

McLennan County Election's Office website and phone number:

www.mclennanvotes.com 254-757-5043

CENTRAL COUNT WORKERS

November 8, 2016 General Election

Runners / Cars –

Kits – Robert Hutchins & Chris Greenwood

JBCs – Kerry McGuire

Signs & Cones – Terry Sefcik

Sign-In – receipts to Judges – Pat McCord

ePollbooks (laptops) – Mathew Raines & Patrick Devers

Clerk #1 – Check in JBC/Distribute Paperwork

Linda Cobbs

Kathleen Morley

Cameron Battles

Clerk #2 – Signature Verification

Lucy Goodwin

Elizabeth McGuire

Johnisha Lieurance

Clerk #3 – MBB Seal Verification/Paperwork into Transfer Case

Rose Bryson

Sherri Hutchins

Claire Van Wolfe

Clerk #4 – Reconciliation Tables

Kathleen Schwartz – Central Counting Station Alternate Presiding Judge

Maggie Harbaugh

Helen Quiram

Runner(s) for Clerk #4

Robyn Hodde

(JBC and paperwork to Tally Team)

Clerk #5 – Provisional Ballots

Judy Knapek - Central Counting Station Presiding Judge

Resolution Team/Tally

Kathy E. Van Wolfe – Central Counting Station Manager

Jared Goldsmith – Central Counting Station Tabulating Supervisor

Phones/Internet

Robert Brown (IT)

Security

David Maler

UPDATED: 07/06/16

**NOVEMBER 8, 2016 GENERAL ELECTION
SIGNATURE VERIFICATION COMMITTEE & BALLOT BOARD**

NAME	ADDRESS	TELEPHONE	HOME PRECINCT
CAMERON BATTLES	10609 T BURY, WACO, TX 76708	254-717-9299	
ALLISON BEHRINGER	3001 LIVE OAK AVE, WACO TX 76708	254-749-6363	038
BOBBIE BILLS	1217 SOUTHWOOD DR, WOODWAY TX 76712	254-722-3855	011
SALLY BROOKS	6266 OLD MEXIA RD, WACO TX 76705	254-723-2130	069
ROSE BRYSON	3400 ROBINSON DR # 82, WACO TX 76706	254-662-4670	022
ALMA CANALES	3717 SANGER AVE, WACO TX 76710	254-753-3407	028
WINCIE CANNON	3301 BRANNON DR, WACO TX 76710	254-399-0142	052
BOBBY CASWELL	1113 CAMDEN COURT CIR, WACO TX 76712	--	063
DEBORAH CASWELL	1113 CAMDEN COURT CIR, WACO TX 76712	--	063
MARK CLARK	P O BOX 504, WACO TX 76703	254-799-2876	017
LINDA COBBS	2921 CHIMNEY HILL DR, WACO TX 76708	254-754-8584	040
DAWN CONNALLY	116 SPRING LAKE DR, LACY LAKEVIEW TX 767	254-753-8196	058
IRIS CUNNINGHAM	800 AUSTIN HINES DR, CHINA SPRING TX 76633	254-405-4991	081
CATHY DOMINGUEZ	365 NORM ST, CHINA SPRING TX 76633	254-761-3176	081
DOROTHY DORSEY	1000 CARVER ST, WACO TX 76704	254-799-7582	012
KRISTA DRISKELL	3916 PARROTT AVE, WACO TX 76707	254-651-8049	035
LUCY GOODWIN	252 E ROCKET RD, LORENA TX 76655	254-749-1546	059
JOYCE GREGORY	4325 BLACKWELL ST, BELLMEAD TX 76705	254-732-6855	086
SADIE HARPER	1301 SHERMAN ST, WACO TX 76704	254-756-0262	012
TAMMIE HARTGROVES	822 COUNTRY LANE DR, MCGREGOR TX 76657	254-848-4488	063
DONNA HAWKINS	9519 CHINA SPRING RD, WACO TX 76708	254-366-5948	044
DR PEACHES HENRY	1337 ROYAL OAKS DR, WACO TX 76710	254-733-5261	031
SHERRI HUTCHINS	516 KAREN DR, HEWITT, TX 76643	254-366-5948	061
TERESA JOHNSON	12009 OAK RIDGE DR, WOODWAY TX 76712	254-772-3793	023
BARBARA KASMIROSKI	143 MEADOWBROOK ST, ROBINSON TX 76706	254-662-2718	057
TERESA KIRK	358 HALL DR, WACO TX 76705	254-715-2065	072

NAME	ADDRESS	TELEPHONE	HOME PRECINCT
RUSSELL KIRK	358 HALL DR, WACO TX 76705	254-420-7160	072
REBEKAH KODRIN	3716 MORROW AVE, WACO TX 76710	254-753-6631	028
ALICE LEDBETTER	526 KRISTI ST, ROBINSON TX 76706	254-644-6648	059
JOHNISHA LIEURANCE	3613 N 22ND ST, WACO TX 76708	254-757-0860	048
ELIZABETH MCGUIRE	2912 EDMOND AVE, WACO TX 76707	254-756-1411	008
MARY MONEY	3201 BAGBY AVE, WACO TX 76711	254-749-6890	025
HENRY PETREE	3091 ROCKBRIDGE RD, MCGREGOR TX 76657	254-848-2802	063
WANDA PETREE	3091 ROCKBRIDGE RD, MCGREGOR TX 76657	254-848-2802	063
HELEN QUIRAM	5613 HAWTHORNE DR, WACO TX 76710	254-772-2242	050
KATHLEEN SCHWARTZ	2925 EDMOND AVE, WACO TX 76707	254-756-0765	008
SAMMY SMITH	1800 N 15TH ST, WACO TX 76707	254-754-0069	010
NANCY SWOR	3512 GREENLEAF DR, WACO TX 76710	254-399-6709	052
JAMES SWOR	3512 GREENLEAF DR, WACO TX 76710	254-399-6709	052
VIRGINIA TAYLOR	2824 N 42ND ST, WACO TX 76710	254-772-0995	040
MARY TURPIN	207 RUSSELL ST, LORENA TX 76655	254-857-3177	075
CLAIRE VAN WOLFE	10301 MARIGOLD RD, WACO TX 76708	254-715-0520	044
JANE VARDIMAN	1900 W HWY 6 APT A203, WACO TX 76712	254-366-9073	032
LINDA VRANICH	117 N EMBERWOOD DR, ROBINSON TX 76706	254-744-9658	059
DAISY WHITE	304 WILDCAT DR, LACY LAKEVIEW TX 76705	254-412-1124	085

45

Helen Quiram = Signature Verification Committee/Ballot Board Judge

FILED JUL 19 2016

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

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

AGENDA: JULY 19, 2016

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

C. ITEMS PREVIOUSLY DEFERRED:

1. *Regarding the FY 16 Budget:* 414th District Court **Approved**
(See after L. 7. d.)

2. Authorization of Bundled Commercial Service agreement and related Documents: AMG Technology Investment Group, LLC dba Nextlink Broadband (re: Highway 6 Jail) **Approved**

CD-395, 10:32

ORDER APPROVING FY 2016 BUDGET AMENDMENT:

414TH DISTRICT COURT

On this the 19 day of July, 2016, came on for consideration the matter Regarding the FY 16 Budget: 414th District Court. 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 FY 2016 Budget Amendment be, and the same is hereby, approved by unanimous vote.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen

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

REQUESTED INCREASE(\$)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	26	1450	414th DC	610103	Travel-Visiting Judges	300	300	600
							-	-	-
							-	-	-
							-	-	-
Total Increases								300	

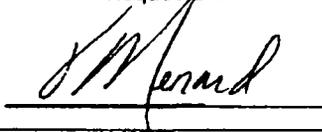
REQUESTED DECREASE(\$)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	26	1450	414th DC	602111	Professional Services	500	300	200
							-	-	-
							-	-	-
							-	-	-
Total Decreases								300	

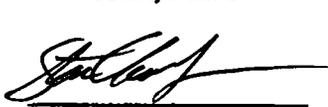
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "travel-visiting judges" 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



7/19/16

FILED JUL 19 2016

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

ORDER APPROVING:

**AUTHORIZATION OF BUNDLED COMMERCIAL SERVICE AGREEMENT AND
RELATED DOCUMENTS: AMG TECHNOLOGY INVESTMENT GROUP, LLC
DBA NEXTLINK BROADBAND (RE: HIGHWAY 6 JAIL)**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Bundled Commercial Service Agreement and Related Documents: AMG Technology Investment Group, LLC dba NextLink Broadband (re: Highway 6 Jail). After discussion, Commissioner Perry made a motion to approve C. 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.

AGENDA: JULY 19, 2016

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

D. RIGHT OF WAY PURCHASE, USE, CONVEYANCE and/or CONDEMNATION:

Authorizations / 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; Auth. for Legal Counsel
re: Eminent Domain / Condemnation Proceedings, Execution of Legal Documents

1. Authorization of Permit for Drainage Improvement Work: Winding Oaks
Drive (380' South of Buster Chatham Intersection) Precinct 3

**Pulled – No
Action Taken**

CD-395, 10:36

PULLED AND NO ACTION TAKEN:

**AUTHORIZATION OF PERMIT FOR DRAINAGE IMPROVEMENT
WORK: WINDING OAKS DRIVE (380' SOUTH OF BUSTER
CHATHAM INTERSECTION) PRECINCT 3**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Permit for Drainage Improvement Work: Winding Oaks Drive (380' South of Buster Chatman Intersection) Precinct 3. Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

AGENDA: JULY 19, 2016

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

E. REGARDING COUNTY PROPERTY and/or CONSTRUCTION PROJECTS:

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

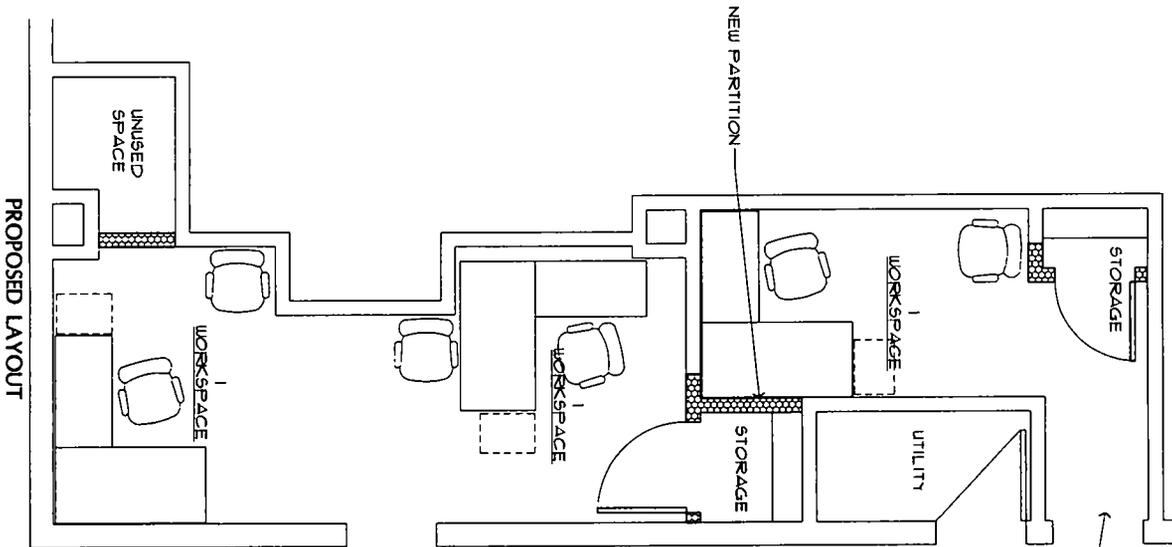
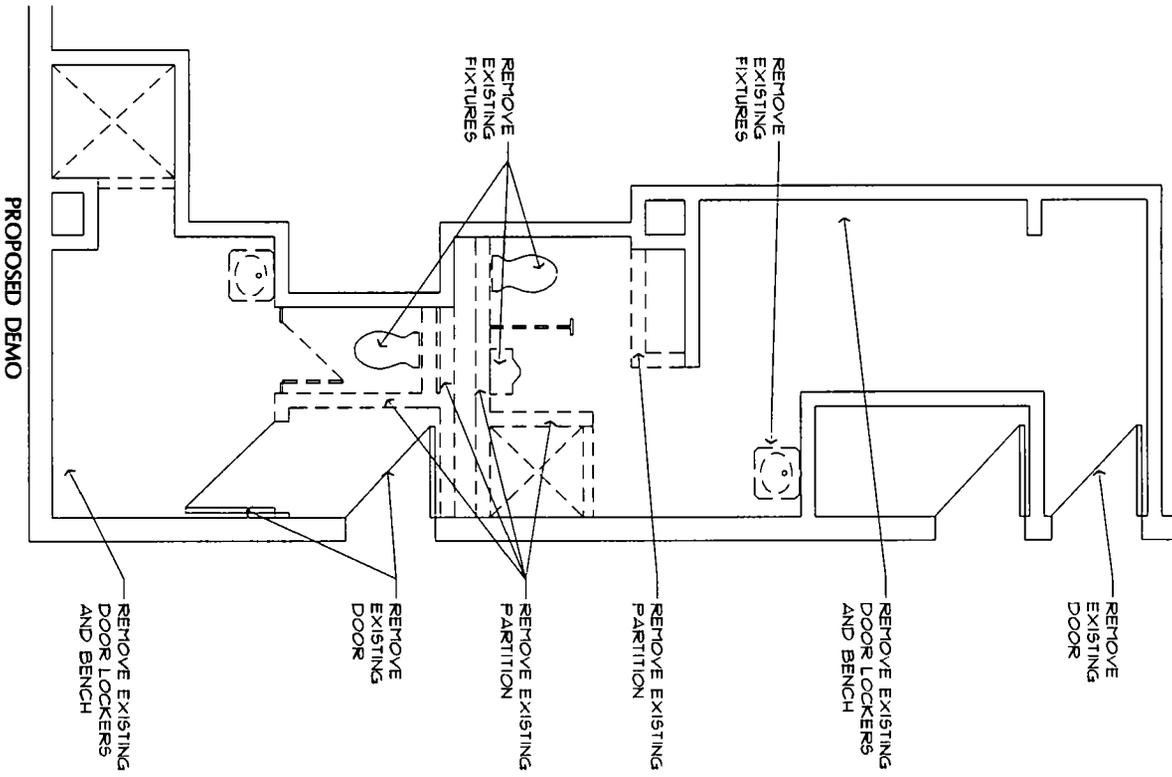
1. Discussion and/or Action regarding McLennan County Detention Center / **Approved**
Downtown Jail Renovations

CD-395, 10:37

ORDER APPROVING:

**ACTION RE: MCLENNAN COUNTY DETENTION
CENTER / DOWNTOWN JAIL RENOVATIONS**

On this the 19 day of July, 2016, came on for consideration the matter of Discussion and/or Action regarding McLennan County Detention Center / Downtown Jail Renovations. After discussion, Commissioner Perry made a motion to approve E. 1. (regarding the submitted plans and the maintenance department moving forward with the project) 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.



NOTE A DOOR
HERE MAKES THE
WORKSPACE
INACCESSIBLE

1 PROPOSED 1ST FLOOR JAIL LOCKER ROOM RENOVATION

1/8" = 1'-0"

MCLENNAN COUNTY DETENTION CENTER 520 COLUMBUS AVE., WACO



DATE	FILE NO.	DTL NO
7-18-16	23841-19	P2

FILED JUL 19 2016

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

AGENDA: JULY 19, 2016

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

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

1. Economic Development:
 - a. Waco-McLennan County Economic Development Corporation (WMCEDC): Authorization of Agreements; Consultant Services; Proposed Projects / Program Project Agreements / Addendums / Pay Apps **None**
2. Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work) **Approved**
3. Authorization of Interlocal Cooperation Agreement: McGregor Independent School District (re: Chip Seal Parking Lots) **Approved**
4. Authorization of Recording System Support Agreement: BIS Digital, Inc. (re: 414th District Court) **Approved**
5. Authorization of Professional Services Agreement: iDocket.com (re: Ruby Service for McLennan County District Clerk) **Approved**
6. Authorization of Interlocal Cooperation Agreement: City of Leroy (re: Road Work) **Approved**
7. Authorization of Service Agreement: Sterling Infosystems, Inc. (re: Background Screening Services) **Deferred**

CD-395, 10:44

ORDER APPROVING:

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

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Interlocal Cooperative Agreement: City of Golinda (re: Road Work). Commissioner Snell made a motion to approve the Interlocal Agreement with the City of Golinda (for \$760.00 to do blade work and refinishing on Dixon Road) 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.

2016 INTERLOCAL COOPERATIVE AGREEMENT

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

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

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

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

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

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

Section I: County Obligation.

Performing 8 hours of blade work on Dixon Lane located in the City in accordance with the specification attached hereto as Exhibit "A" and incorporated by reference herein.

Section II: City Obligation.

In return for the County's performance of its obligation set forth above, the City shall pay the County the total sum of \$760.00 as set out in the estimate attached hereto as part of Exhibit "A." This is an estimate, and should the County's material costs be higher than estimated, the City agrees to reimburse the County for any overage. Payment is due within 30 days of the completion of the Project, and shall be made by a check payable to McLennan County delivered to the McLennan County Treasurer.

Section II: Miscellaneous Terms.

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

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

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

EXECUTED on the 28 day of JUNE, 2016.

CITY OF GOLINDA, TEXAS


City Mayor

ATTEST:


City Secretary

MCLENNAN COUNTY, TEXAS


County Judge SCOTT M. FELTON 7/19/16

ATTEST:



EXHIBIT

A

**COST ESTIMATE FOR ROAD WORK
MCLENNAN COUNTY PCT 1 - ROAD & BRIDGE**

FY 2016 - City of Golinda --- Dixon Lane

TASKS: BLADE WORK

APPROXIMATELY 528 feet

Motorgrader for 8 hours - \$95.00 per hour

FILED: JUL 19 2016

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

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENT: MCGREGOR INDEPENDENT SCHOOL
DISTRICT (RE: CHIP SEAL PARKING LOTS)**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: McGregor Independent School District (re: Chip Seal Parking Lots). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF RECORDING SYSTEM SUPPORT AGREEMENT:
BIS DIGITAL, INC. (RE: 414TH DISTRICT COURT)**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Recording System Support Agreement: BIS Digital, Inc. (re: 414th District Court). After discussion, Commissioner Jones made a motion to approve the Agreement with BIS Digital Incorporated and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

BIS Digital

Integrating Excellence™



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

Wednesday, June 15, 2016

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

Attn: Wayne Canaday

RE: BIS Digital Support Agreement Renewal~414th District Court

Annual Contract Term: 8/2/2016 – 8/1/2017
Account #: MCL101
Contract #: 17-08-A-60770
Amount Due: \$1,130.00
Invoice #: 70726

Dear Mr. Canaday:

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

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

Please remember, without a contract in place, our current per call rates will be in effect. For continuous coverage, an immediate response is greatly encouraged. Our terms are payable in advance, and will reflect a due date of: 7/15/16 (Any equipment or options added during the contract year are prorated and added at the conclusion of warranties.)

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

Best regards,

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

Kettia Pierre
BIS Digital, Inc.

Enclosures



Recording System Support Agreement

Between:

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

And:

McLennan County (TX)
(414th District Court)
214 N. 4th. St. Suite 100
Waco, TX 76701
Phone: (254) 757-5000
Contract #: 17-08-A-60770

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

1. **TERMS AND CONDITIONS**

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

2. **COVERAGES**

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

Initials


BIS Digital


Customer



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

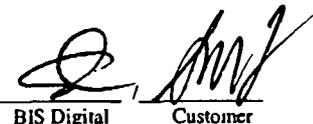
- D. Excluded Hardware (Laptop Computers, All Display Monitors and Headsets). BIS Digital will handle repairs via Manufacturer's warranties (i.e. Dell, Toshiba,) but will offer no extended warranties directly.
 - E. On-Site BIS Digital Technical Support. BIS Digital will provide on-site technicians for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

This contract covers the following equipment

Purchased on Invoice # 60770R / PO#56699
Installed on 8/2/11

- * DCR 4ch Digital Recording Software for Laptop w/ Software Assurance (1)
- * USB Digital Audio Mixer {s/n: 1101C1000}
- * USB Foot Pedal (2)

Initials


BIS Digital Customer

BIS Digital

Integrating Excellence™



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

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

Start Date: 8/2/2016
End Date: 8/1/2017
Annual Cost: \$1,130.00
Contract #: 17-08-A-60770
Invoice #: 70726

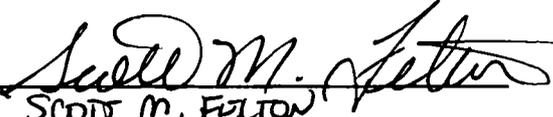
Accepted By:

BIS Digital, Inc.

McLennan County (TX)



By Steve Coldren



By SCOTT M. FELTON

President
Title

COUNTY JUDGE

Title

June 15, 2016
Date

7/19/16

Date

Initials



BIS Digital Customer

REMIT TO:

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



Invoice

Date	Invoice #
6/15/2016	70726

SOLD TO:

McLennan County
214 N 4th Street - Suite 100
Waco, TX 76701
Attn: Wayne Canaday

SHIP TO:

414th District Court
501 Washington Ave - Room 214
Waco, TX 76701
Attn: Wayne Canaday

Cust Acct #	P.O. Number	Terms	Due Date	Rep
MCL101		SEE BELOW	7/15/2016	MNT

Quantity	Item Code	Description	Start Date	End Date	Price Each	Amount
1	MNT-R-D...	#17-08-A-60770 Renewal Contract BIS Digital Recording System Maintenance (see attached contract for equipment list)	8/2/16	8/1/17	780.00	780.00
1	DCR SAS	Annual DCR Software Assurance (per license) Coincides with Maintenance Contract	8/2/16	8/1/17	350.00	350.00
	PAYMEN...	Payment due in advance of contract expiration to ensure continuous coverage. Please remit payment no later than 7/15/16				
<p><i>6-20-16 Jim 414th</i></p> <p style="text-align: right;">RECEIVED JUN 30 2016 COUNTY AUDITOR</p>						
Please include your account number and invoice number on all payments. Thank you					Sales Tax: (0.0%)	\$0.00
					Total Due:	\$1,130.00

Melanie Hunt

From: 414th <414th@co.mclennan.tx.us>
Sent: Friday, July 01, 2016 2:01 PM
To: 'Melanie Hunt'
Subject: RE: BUSINESS INFORMATION SYSTEMS \$1130.00

OK to pay.

From: Melanie Hunt [<mailto:melanie.hunt@co.mclennan.tx.us>]
Sent: Thursday, June 30, 2016 11:40 AM
To: 414th Dist Crt
Subject: BUSINESS INFORMATION SYSTEMS \$1130.00

FILED JUL 19 2016

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

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT:
IDOCKET.COM (RE: RUBY SERVICE FOR MCLENNAN
COUNTY DISTRICT CLERK)**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Professional Services Agreement: iDocket.com (re: Ruby Service for McLennan County District Clerk). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

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

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreement: City of Leroy (re: Road Work). After discussion, Commissioner Jones made a motion to approve the Agreement with the City of Leroy 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.

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between City of Leroy and McLennan County, (hereinafter "County"), Texas, on *JULY 19*, 2016.

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

WHEREAS, with regard to the project defined below, these governmental functions and services can be more efficiently provided by the County; and

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

WHEREAS, City of Leroy and the County have found it advisable to enter into an Interlocal Cooperation Act agreement wherein the County agrees to provide the governmental functions described below as authorized by Chapter 791, Government Code (formerly Article 441 3(32c), TEX. REV. CIV. STAT. ANN) after authorization by the County Commissioner's Court as required by the statute

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows: patching potholes, hauling of flex base and blade all specified roads

Section I: Terms of Agreement:

- (a) Work to be Performed and Material to be Provided by County/Scope of Project.

Spreads Flexbase on various road

12 loads (25 tons each) = 300 tons
\$5.85 per ton

**Contract Sum Due From the City of Leroy \$1,755
MATERIAL ONLY**

**County will perform work and provide labor and equipment as
City of Leroy is economically disadvantaged.**

Lump Sum City of Leroy agrees to pay a sum not to exceed \$1,755 (One Thousand Seven Hundred Fifty Five dollars) to County for work and materials provided pursuant to Section I (a) Payment shall be made by City of Leroy within thirty (30) days after receipt of a statement for such work, materials and expenses by the County Payment shall be made payable to McLennan County, and shall be sent to the McLennan County Treasurer's Office, Records Building, 215 N. 5th Street, Suite 226, Waco, Texas 76701.

c Agreement for Authorized Project Only The parties agree that the scope of the work and materials to be provided by the County is limited to the project as authorized according to Chapter 791, Government Code (formerly Article 4413(32c), TEX REV. CIV STAT ANN), and set out in this Agreement

d. Additional Materials, Labor, or Equipment In the event that additional materials, labor, or equipment is necessary to complete the project which were not provided for in the contract sum provided above, City of Leroy agrees to pay the County for the same at the rate of the actual cost of the additional materials, labor, or equipment provided plus N/A percent of said cost or, alternatively (and exclusively if provided herein) as follows

Not Applicable, addressed in I (b)

Section II: Miscellaneous Terms.

(a) Responsibility for Governmental and Regulatory Approvals and Compliance with Laws; City of Leroy agrees to obtain all governmental and regulatory approvals necessary for the project and to assure that said project as defined herein complies with all applicable laws, ordinances and regulations.

(b) Easements, Right of Way Grants, and Approvals. City of Leroy agrees to obtain all easements, right of way grants, or approvals necessary for the county to perform the work defined herein

(c) Warranty Regarding Property to be Improved: City of Leroy warrants that the work to be performed under this contract will only improve property being utilized for public purposes and is not for the enhancement of private property

(d) Warranty of Indemnification. City of Leroy shall defend, indemnify and save harmless the County from any and all damages, cost, claims, expenses or liability arising out of or connected with any act, error or omission of the City's equipment, employees, agents, or independent contractors

(e) Place of Performance: The obligations and undertakings of each of the parties to this agreement shall be performable in Waco, McLennan County, Texas.

(f) Notices. Any notice required or permitted to be given hereunder or under the laws of this state shall be given in *writing* and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable party at the address set forth below.

County McLennan County, Texas
 501 Washington, Suite 214
 Waco, Texas 76701

City City of Leroy
 PO Box 38
 Leroy, TX 76654

Either party may by notice to the other specify a different address for notice purposes.

(g) No Continuing Responsibility: This Agreement is for the work described only, and does not include subsequent maintenance, repair or monitoring of the work. City of Leroy is solely responsible for monitoring the work, making needed repairs and doing required maintenance

(h) Current Revenues. The payments under this agreement by City of Leroy shall be from current revenues available to City of Leroy.

(i) Force Majeure: Other than City of Leroy obligation to make required payments under this agreement, the parties shall not be held to be in breach of this agreement when they are prevented from performing their obligations under this agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions, or preemptions, embargoes, the act of default of the other party, or other events beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical

(j) Disclaimer and Waiver of Warranties County specifically disclaims any warranties regarding the materials or work provided under this contract. City of Leroy agrees that no warranties express or implied, have been made as to the quality of the materials or work provided hereunder and expressly waives any such warranties.

(k) Prior Agreement/Amendment: This contract contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This contract shall not be modified or amended except by written instrument executed by duly authorized representatives of both parties after compliance with Chapter 791, Government Code (formerly Article 4413(32c), TEX REV CIV. STAT ANN).

(l) Availability of County Equipment Materials, and Labor. No set date for

performance of this agreement by the County is imposed hereby, and City of Leroy agrees that performance by County under this agreement is subject to the availability of equipment, materials and labor, and that the County must first use its resources to endeavor to perform its own governmental functions. However, the County agrees to make all reasonable efforts to perform under this contract at the date and time requested by City of Leroy, and not to unreasonably delay in performing hereunder

(m) The parties agree that, pursuant to Chapter 701 .014, Government Code (formerly Art 4413 (32c), 4B) the McLennan County Commissioners Court must give specific written approval to each individual project under this Interlocal Agreement before the project is begun. Such approval may be made by the minutes of the Commissioners Court and will describe the type of the project to be undertaken and identify the location of the project.

(n) Binding Effect: This contract shall be binding on the parties hereto and their heirs, successors, and assigns.

(o) Approval of Contract: This contract must be approved by the governing bodies of each of the parties in accordance with Texas law

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

EXECUTED on the 8th day of June 2016

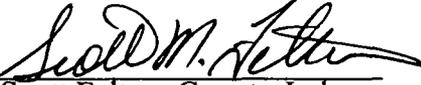
ATTEST: J.A "ANDY" HARWELL, COUNTY CLERK



City of Leroy

By: 

Deputy County Clerk



Scott Felton, County Judge

7/19/16

ORDER DEFERRING:

**AUTHORIZATION OF SERVICE AGREEMENT: STERLING
INFOSYSTEMS, INC. (RE: BACKGROUND
SCREENING SERVICES)**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Service Agreement: Sterling Infosystems, Inc. (re: Background Screening Services). After discussion, Commissioner Snell made a motion to defer and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

AGENDA: JULY 19, 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. 414 th District Court (Fund 150) | Approved |
| b. Justice of the Peace, Precinct 5 | Approved |
| c. Economic Development | Approved |
| d. Permanent Improvement Fund (Fund 401) | Approved |
| e. County Auditor | Approved |
| f. County Sheriff | Approved |
| g. Capital Outlay (County Engineer) | Approved |
| h. County Judge | Approved |
| i. Information Technology | Approved |

2. Regarding the FY 17 Budget:

- | | |
|--|---|
| a. Discussion and/or Actions regarding Matters Relative to the FY 17 Budget / 2016 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from County Auditor and/or Budget Work Sessions, other related matters as needed | Discussion Only
(See end of meeting) |
| b. Approval of Order Authorizing Placement of all Ads/Public Notices Relative to the FY 17 Budget / 2016 Tax Rate | Approved
(See after G.1.i.) |
| c. Greater Waco Sports Commission: Discussion regarding FY 17 Funding Request | Discussion Only
(See beginning of meeting) |

ORDER APPROVING FY 2016 BUDGET AMENDMENTS:

414TH DISTRICT COURT (FUND 150)

JUSTICE OF THE PEACE, PRECINCT 5;

ECONOMIC DEVELOPMENT;

PERMANENT IMPROVEMENT FUND (FUND 401);

COUNTY AUDITOR;

COUNTY SHERIFF;

CAPITAL OUTLAY (COUNTY ENGINEER)

COUNTY JUDGE

AND

INFORMATION TECHNOLOGY

On this the 19 day of July, 2016, came on for consideration the matter Regarding the FY 16 Budget: 414th District Court; Justice of the Peace, Precinct 5; Economic Development; Permanent Improvement Fund (Fund 401); County Auditor; County Sheriff; Capital Outlay (County Engineer); County Judge and Information Technology. After discussion, Commissioner Gibson made a motion to approve G. 1. a., b., c., d., e., f., g., h. and i. by acclamation and it was seconded by Commissioner Perry. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2016 Budget Amendments be, and the same are hereby, approved by unanimous vote.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 150 (Court Reporter Service 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
150	15	26	1450	414th DC	617801	Court Reporter-General	5,000	898	5,898
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		898	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
150	10	05	0190	Non-Dept	999999	Contingencies	43,765	898	42,867
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		898	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for substitute Court Reporter charges for the 414th District Court

Respectfully Submitted
Requestor:



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



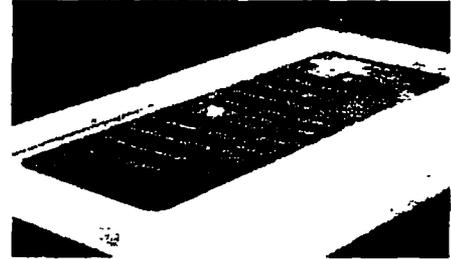
7/19/16

RECEIVED
JUN 16 2016
COUNTY AUDITOR

Invoice

Invoice# 16-0050

Balance Due
\$383.28



Diana M. Bengs, CSR, RPR

tx4251pr@gmail.com

Invoice Date Jun 14, 2016
Terms Net 15

Bill To
Judge Vicki Menard
414th District Court, McLennan County,
Texas
414th District Court
501 Washington Avenue, Third Floor

Waco
76061 Texas

#	Item & Description	Qty	Rate	Amount
1	Per Diem/Deputy Reporter/Sub Date(s) of service 6-13-16	1.00	285.00	285.00
2	Mileage	182.00	0.54	98.28
			Total	\$383.28
			Balance Due	\$383.28

Notes

Please remit payment to:
Diana M. Bengs
2704 Country Grove Trail
Mansfield, Texas 76063

Terms & Conditions

All transcripts must be paid in full prior to transcription being started and before delivery. If you are wanting an expedited transcript, please FedEx/LSO/UPS payment or use PayPal or Chase QuickPay (This does NOT apply to County-paid Invoices.) Any fees for PayPal must be paid by customer

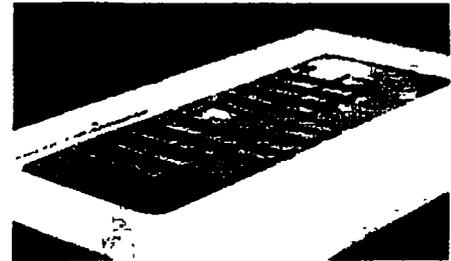
Final Transcript will be provided via email to recipient. If a hard copy of the transcript is requested, add \$15 to the total and provide recipient's name and mailing address

Invoice

Invoice# 16-0046

Balance Due
\$574.92

RECEIVED
JUN 16 2016
COUNTY AUDITOR



Diana M. Bengs, CSR, RPR

texasrpi@gmail.com

Invoice Date Jun 09, 2016
Terms Net 15

Bill To
Judge Vicki Menard
414th District Court, McLennan County,
Texas
414th District Court
501 Washington Avenue, Third Floor

Waco
76061 Texas

#	Item & Description	Qty	Rate	Amount
1	Per Diem/Deputy Reporter/Sub Date(s) of Service: 6-8-16 Fri Only 14th AM and 1-4th PM	1.00 Daily	285.00	142.50
2	Mileage AM 8th to 7th PM	182.00 Miles	0.54	49.14
3	Per Diem/Deputy Reporter/Sub Date(s) of Service: 6-9-16	1.00 Daily	285.00	285.00
4	Mileage	182.00 Miles	0.54	98.28
			Total	\$574.92
			Balance Due	\$574.92

Notes

Please remit payment to
Diana M. Bengs
2704 Country Grove Trail
Mansfield, Texas 76063

Payment Options **PayPal** 

Terms & Conditions

FILED: JUL 19 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By: Matthew Bowen, Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen:

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

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	27	1651	JP 5	501000	Supplies	1,631	325	1,956
							-	-	-
							-	-	-
							-	-	-
						Total Increases		325	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	27	1651	JP 5	606000	Repair and Maintenance	1,254	325	929
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		325	

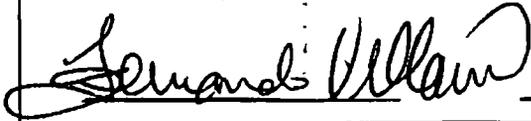
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "supplies" within the Justice of the Peace Precinct 5's department for fiscal year 2016.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





2/19/16

FILED: JUN 19 2016

J A ANDY HANWELL, County Clerk
 McLennan County, Texas
 By Myrcetaz Gowan DEPUTY

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen

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

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	55	90	7890	Econ Dev	601111	Other Services and Charges	2,001	560	2,561
							-	-	-
							-	-	-
							-	-	-
						Total Increases		560	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	999999	Contingencies	628,131	560	627,571
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		560	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the line item for "other services and charges" in the Economic Development department for the costs associated with hosting the Area Economic Development Council meeting on July 22, 2016

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





7/19/16

FILED: JUL 19 2016

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

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 401 (Permanent Improvement Fund)

Gentlemen

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

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
401	90	98	8010	Perm Impr	701221	ADA Modifications	247,766	100,000	347,766
							-	-	-
							-	-	-
							-	-	-
Total Increases								100,000	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
401	90	98	8010	Perm Impr	999999	Contingencies	567,367	100,000	467,367
							-	-	-
							-	-	-
							-	-	-
Total Decreases								100,000	

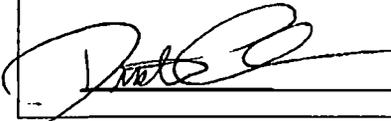
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested within the Permanent Improvement Fund for ADA modifications and related expenditures for fiscal year 2016.

Respectfully Submitted
Requestor:

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





7/19/16

FILED: JUL 19 2016

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

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen

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

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	20	0560	Co Auditor	502000	Furniture and Equipment	1	1,256	1,257
							-	-	-
							-	-	-
							-	-	-
						Total Increases		1,256	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	20	0560	Co Auditor	501000	Supplies	24,000	1,256	22,744
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		1,256	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "furniture and equipment" in the County Auditor's department for the purchase of a laptop computer

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge





7/19/16

FILED: JUL 19 2016

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

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen:

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

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	20	35	2200	SO	515107	Uniforms and Insignias	26,000	30,000	56,000
							-	-	-
							-	-	-
							-	-	-
Total Increases								30,000	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	20	35	2200	SO	530100	Motor Vehicle Operating (FOG)	303,000	30,000	273,000
							-	-	-
							-	-	-
							-	-	-
Total Decreases								30,000	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "uniforms and insignias" in the Sheriff's department for fiscal year 2016.

Respectfully Submitted
Requestor:



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



7/19/10

FILED. JUL 19 2016

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

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen

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

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	7920	Cap Outlay	701000	Capital Outlay	1,241,911	6,200	1,248,111
							-	-	-
							-	-	-
							-	-	-
						Total Increases		6,200	

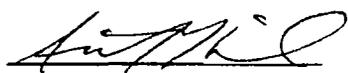
REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0190	Co Wide	999999	Contingencies	634,331	6,200	628,131
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		6,200	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "capital outlay" in the General Fund and for the approval of a purchase of a large format plotter by the County Engineer's office in order to print maps. The plotter, which was originally purchased in 2006, has failed and we have been told that it is no longer being supported with either parts or service.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



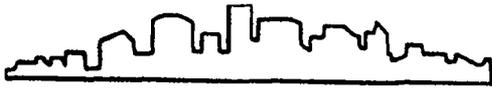
7/19/10

Frances Bartlett

From: Steve Hendrick <steve.hendrick@co.mclennan.tx.us>
Sent: Tuesday, July 12, 2016 11:49 AM
To: Dustin Chapman
Cc: Frances Bartlett; Ken Bass
Subject: FY17 capital outlay.
Attachments: McLennan County Engineering & Mapping HP DesignJet Z5400.pdf

It appears that our large format plotter that we use for printing maps has failed. It was purchased in 2006 and we have been told it is no longer being supported with either parts or service.

Attached is a proposal for a replacement plotter which is available on state contract. I suggest we add \$6,200 for a replacement or add a \$1 placeholder with the understanding that a replacement will be necessary.



METRO-REPRO, INC.

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Proposal
for
McLennan County Mapping
on
HP DesignJet Z5400





Offering Equipment, Supplies and
Services for Engineering Graphics
Call Toll Free 888-484-9292

Proposal

July 11, 2016

To: McLennan County Engineering & Mapping
215 N. 5th Street
Waco, Texas

Chet Doughty
(254) 757-5028
chet.doughty@co.mclennan.tx.us

HP DIR Contract Number DIR-TSO-2538

Hewlett Packard DesignJet Z5400 Postscript ePrinter

(#E1L21A) Postscript Model

HP DesignJet Z5400 Postscript ePrinter..... **\$4,083.75**

Faster turnaround with two rolls

The Designjet Z5400 multi-roll ePrinter efficiently produces high-quality, long-lasting prints—including posters, photos, canvases, backlit prints, indoor signs, line drawings, maps, and more. And with HP Instant Printing PRO you can quickly preview, crop, and print PDF, PostScript®, and HP-GL/2, TIFF, and JPEG files.

One Year Warranty Parts & Labor

PAYMENT DO AT TIME OF INSTALL IF PAYING VIA CHECK .

Options

3 yr. Support Pack - (Extends warranty to 3 years).....	\$750.00
4 yr. Support Pack - (Extends warranty to 4 years).....	\$1,582.00
5 yr. Support Pack - (Extends warranty to 5 years).....	\$1,920.00
Installation/Training - (Includes installing printer and loading drivers).....	\$100.00

Thanks,

George Tabor

Metro-Repro, Inc.

George.Tabor@metrorepro.com

817-480-3118 Cell



HP Designjet Z5400 PostScript® ePrinter

The first multi-roll ePrinter for graphics to produce high-quality, long-lasting prints efficiently



Fast delivery with two rolls and a smart workflow

- Be ready—meet urgent requests using the first ePrinter for graphics with multi-roll and smart media switching
- Increase uptime with fewer roll changes and useful notifications for ink levels, firmware updates, and more.
- Preview, crop, and print PDF, PostScript®, HP-GL/2, TIFF, and JPEG files fast, using HP Instant Printing PRO
- Shorten your turnaround times with a 320 GB hard drive, borderless printing¹, and fast-drying HP Photo Inks

Quality and durability to impress your customers

- Create in-house posters, photos, canvases, backlit prints, indoor signs, POS posters, line drawings, and maps
- Impress customers with top quality black-and-white images, using three shades of black HP Photo Inks
- Achieve smooth color tones thanks to HP Multi-Dimensional Smart Drop Placement Technology
- Expand your offerings with water-resistant prints that last up to 200 years, using HP Photo Inks²

Easy, efficient operation backed by HP reliability

- Simplify your operation with USB flash drive and e-mail printing³, a color touchscreen, and print preview
- Ensure color reliability with HP Professional PANTONE® color emulation and embedded Adobe® PostScript®/PDF.
- Automatic drop detection and intelligent masking helps ensure image quality and reduces cleaning and waste
- Use ink more efficiently thanks to an optimized ink composition⁴

Eco Highlights

- Breakthrough color consistency can help reduce unnecessary reprints
- Free, convenient HP ink cartridge and printhead recycling¹
- FSC®-certified papers,² range of recyclable HP media with a take-back program³



- ¹ Program availability varies. Please check hp.com/recycle for details
- ² BMG trademark license code FSC® C115319, see fsc.org; HP trademark license code FSC®-C017543, see fsc.org. Not all FSC®-certified products are available in all regions.
- ³ EPEAT registered where applicable/supported. See epeat.net for registration status by country

Please recycle large-format printing hardware and printing supplies.
Find out how at our website
hp.com/ecosolutions

- ¹ Photo paper is required to print borderless images
With Original HP 772 or HP 70 Photo Inks: Display permanence rating for interior displays/away from direct sunlight, under glass by HP Image Permanence Lab on a range of HP media. Water resistance testing by HP Image Permanence Lab on a range of HP media and follows ISO 18935 method. For details see hp.com/go/supplies/printpermanence
- Only files in TIFF, JPEG and PDF format can be e-mailed with a size limit of 10 MB

- ⁴ Compared with the HP Designjet Z5200 Photo Printer
Please see <http://auras.ma/s/ke25m>

- 1 With Aurasma installed, please go to the HP Designjet channel at <http://auras.ma/s/ke25m>
- 2 Without Aurasma installed, please download it
 - a Google Play - <http://auras.ma/s/android>
 - b Apple Store - <http://auras.ma/s/ios>
 Once done, go to the HP Designjet channel at <http://auras.ma/s/ke25m>
- 3 Open the application and point to the image to view the HP Designjet video



Technical specifications

Print	Maximum print speed ¹	53 m ² /hr (570 ft ² /hr)
	Print resolution	Up to 2400 x 1200 optimized dpi
	Margins	Roll 5 x 5 x 5 mm (0.2 x 0.2 x 0.2 in) (borderless on photo roll media) Sheet 5 x 17 x 5 x 5 mm (0.2 x 0.67 x 0.2 x 0.2 in)
	Ink types	Pigment-based
	Line accuracy	+/- 0.1%
	Minimum line width	0.04 mm (0.0015 in) (HP-GL/2 addressable)
	Guaranteed minimum line width	0.08 mm (0.0031 in) (ISO/IEC 13660 2001(E)) ¹
Image quality	Short term color stability	< 1 dE2000 in less than 5 minutes
	Long term print-to-print repeatability	Average < 0.5 dE2000, 95% of colors < 1.4 dE2000 ²
	Maximum optical density	4 L* min/2.5 D ¹
Media	Handling	Two automatic roll feeds, smart roll-switching sheet feed media output bin automatic cutter ³
	Size	Rolls 279 to 1118 mm (11 to 44 in) Sheets 210 x 279 to 1118 x 1676 mm (8.3 x 11 to 44 x 66 in) Standard sheets A4, A3, A2, A1, A0 (A, B, C, D, E)
	Thickness	Up to 0.8 mm (31.5 mil)
Applications	Line drawings, Renderings, Maps, Orthophotos, Graphics design, Office Graphics Posters, Photos, Digital fine art, Banners, Exhibition, event graphics, Light boxes - film, Point of sale/display	
Memory	64 GB (virtual) ⁴ , 320 GB hard disk	
Connectivity	Interfaces (standard)	Gigabit Ethernet (1000Base-T) Hi-Speed USB 2.0 certified EIO Jetdirect accessory slot
	Print languages (standard)	Adobe PostScript 3, Adobe PDF 1.7, TIFF, JPEG, CALS G4, HP PCL 3 GUI, HP-GL/2 ⁺ and HP-RTL ⁺
	Printing paths	Printer driver, HP Embedded Web Server, HP Instant Printing PRO, USB, email printing
	Drivers (included)	PostScript Windows and Mac drivers
Dimensions (w x d x h)	Printer	1770 x 721 x 1050 mm (69.7 x 28.4 x 41.3 in)
	Shipping	1930 x 770 x 710 mm (76.3 x 30.3 x 28 in)
Weight	Printer	86 kg (189 lb)
	Shipping	115 kg (253.5 lb)
What's in the box	HP Designjet Z5400 PostScript® ePrinter, printheads, introductory ink cartridges, printer stand and media bin, spindles, quick reference guide, setup poster, start-up software, power cord	
Software included	Printer driver, HP Instant Printing PRO for Windows, HP Printer Utility including HP Color Center, HP Designjet Excel Accounting Tool	
Environmental ranges	Operating temp	5 to 40°C (41 to 104°F)
	Storage temp	-25 to 55°C (-13 to 131°F)
	Operating humidity	20 to 80% RH (non-condensing)
Acoustic	Sound pressure	45 dB(A) (active), 23 dB(A) (standby)
	Sound power	6.7 B(A) (active), 4.1 B(A) (standby)
Power	Consumption	< 120 watts (printing), < 27 watts (ready), < 5 watts (< 22 watts with embedded Digital Front End) (sleep), 0.1 watts (off)
	Requirements	Input voltage (auto ranging) 100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz) 2 A max
Certification	Safety	USA and Canada (CSA certified), EU (LVD and EN 60950-1 compliant), Russia/Kazakhstan (EAC), Singapore (PSB), China (CCC), Argentina (IRAM), Mexico (NFC)
	Electromagnetic	Compliant with Class B requirements including USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia (ACMA), New Zealand (RSM), China (CCC), Japan (VCCI), Certified as Class A product, Korea (KCC)
	Environmental	ENERGY STAR, WEEE, EU RoHS, China RoHS, REACH, FEMP, EPEAT Bronze
Warranty	One-year limited hardware warranty	

¹ Mechanical printing time. Printed in Fast mode with Economode on using HP Bright White Inkjet Paper (Bond) with HP Photo Inks.
+/- 0.1% of the specified vector length or +/- 0.2 mm (whichever greater) at 23°C (73°F).
50-60% relative humidity on AQ/E HP Matte Film in Best or Normal mode with HP Photo Inks. Measured on HP Matte Film.
² With HP Premium Instant Dry Photo Satin media with HP Photo Inks, right after calibration.
³ With HP Premium Instant Dry Photo Gloss media with HP Photo Inks.
⁴ Cuts all media except canvas and banners.
⁵ Based on 768 MB RAM.
⁶ Only available via HP Instant Printing PRO or the HP Embedded Web Server.

For more information, please visit
www.MetroRepro.com 1-888-484-9292



Ordering information

Product	E1L21A	HP Designjet Z5400 44-in PostScript ePrinter
Accessories	CN538A	HP Designjet 3-in Core Adapter
	Q6709A	HP Designjet 44-inch Roll Feed Spindle
	J8Q25A	HP Jetdirect 640n Print Server
	G6H51A	HP Designjet HD Pro Scanner
Original HP printheads	C9404A	HP 70 Matte Black and Cyan Printhead
	C9406A	HP 70 Magenta and Yellow Printhead
	C9407A	HP 70 Photo Black and Light Gray Printhead
Original HP ink cartridges	CN629A	HP 772 300-ml Magenta Designjet Ink Cartridge
	CN630A	HP 772 300-ml Yellow Designjet Ink Cartridge
	CN633A	HP 772 300-ml Photo Black Designjet Ink Cartridge
	CN634A	HP 772 300-ml Light Gray Designjet Ink Cartridge
	CN635A	HP 772 300-ml Matte Black Designjet Ink Cartridge
	CN636A	HP 772 300-ml Cyan Designjet Ink Cartridge
	C9448A	HP 70 130-ml Matte Black Ink Cartridge
	C9449A	HP 70 130-ml Photo Black Ink Cartridge
	C9451A	HP 70 130-ml Light Gray Ink Cartridge
	C9452A	HP 70 130-ml Cyan Ink Cartridge
	C9453A	HP 70 130-ml Magenta Ink Cartridge
	C9454A	HP 70 130-ml Yellow Ink Cartridge
Original HP large format printing materials	C6B10A	HP Bright White Inkjet Paper (FSC® certified) ¹ 914 mm x 91.4 m (36 in x 300 ft)
	Q7996A	HP Premium Instant-dry Satin Photo Paper (FSC® certified) ² 1067 mm x 30.5 m (42 in x 100 ft)
	COF29A	HP Everyday Adhesive Gloss Polypropylene 2 Pack 1067 mm x 22.9 m (42 in x 75 ft)
	C6030C	HP Heavyweight Coated Paper (PEFC™ certified) ³ 914 mm x 30.5 m (36 in x 100 ft)
	C2T54A	HP Premium Matte Polypropylene 2 Pack 1067 mm x 22.9 m (42 in x 75 ft)
	CHO25A	HP Everyday Matte Polypropylene 2 Pack 1067 mm x 30.5 m (42 in x 100 ft)
Service and support	UOL23E	HP 3 year Next Business Day Onsite support ⁴
	UOL26E	HP 3 year Next Business Day Onsite support with Defective Media Retention ⁵
	UOL28E	HP 3 year 4-hour response 9x5 Onsite support ⁶
	UOMA2PE	HP 1 year Post Warranty Next Business Day Onsite support ⁷
	UOMA3PE	HP 1 year Post Warranty Next Business Day Onsite support with Defective Media Retention ⁸
	UOMA4PE	HP 1 year Post Warranty 4-hour response, 9x5 Onsite Support ⁹

Use HP Photo Inks and printheads to experience consistent high quality and reliable performance that enable less downtime and increased productivity. These critical printing system components are designed and engineered together to provide optimized efficiency, a wide color gamut, and prints with over 200 years fade resistance¹⁷. For more information, visit hp.com/go/OriginalHPInks

For the entire HP Large Format Printing Materials portfolio, please see globalBMG.com/hp

HP Designjet Support Services offer solutions for business critical environments — installation, extended support and maintenance, as well as variety of value added services.

For more information, please visit hp.com/go/designjet/support

¹ FSC® trademark license code FSC®-C017543, see fsc.org. PEFC™ trademark license code PEFC™/29-31-198, see pefc.org. Not all FSC®- or PEFC™-certified products are available in all regions.

² HP Large Format Media take-back program availability varies. Recycling programs may not exist in your area. See hp.com/recycle for details.

³ Not available in North America and Latin America.

⁴ Not available in Europe, Middle East, and Africa.

⁵ With Original HP 772 or HP 70 Photo Inks. Display permanence rating for interior displays/away from direct sunlight, under glass by HP Image Permanence Lab on a range of HP media.

For details, see hp.com/go/supplies/printpermanence.

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4AA4-7154ENW June 2014 Rev 3

FILED JUL 19 2016

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



BUDGET AMENDMENT REQUEST

RECEIVED

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

JUL 14 2016

COUNTY AUDITOR

Re: Budget Amendment for: County Judge - Dept 0020

Gentlemen.

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

REQUESTED INCREASE(\$)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	0020	Co Judge	619102	Professional Development	6,500	700	7,200
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		700	

REQUESTED DECREASE(\$)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	05	0020	Co Judge	610101	Travel and Reimb - Off and Em	4,000	700	3,300
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		700	

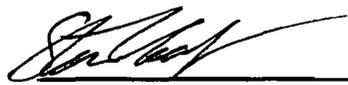
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "professional development" line item in the County Judge's department for fiscal year 2016 for additional expenditures

Respectfully Submitted
 Requestor:

Approved as to form
 County Auditor

Approved by
 Commissioners' Court
 County Judge


7/19/16

FILED. JUL 19 2016

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

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen

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

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	20	0630	IT	601111	Other Services and Charges	7,150	17,600	24,750
001	10	20	0630	IT	502000	Furniture and Equipment	8,424	4,600	13,024
							-	-	-
							-	-	-
Total Increases								22,200	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	10	20	0630	IT	616120	Tyler Tech Hosted Software	233,670	22,200	211,470
							-	-	-
							-	-	-
Total Decreases								22,200	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "other services and charges" and "furniture and equipment" for the Information Technology department. The "Tyler Tech Hosted Software" line item will have unused budgeted funds for this fiscal year and the department is requesting to use them for other items that will be beneficial to the County and the Information Technology department.

**Respectfully Submitted
Requestor**

**Approved as to form
County Auditor**

**Approved by
Commissioners Court
County Judge**





7/14/16

FILED JUL 19 2016

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

The Court went to item G. 2. b. Approval of Order Authorizing Placement of all Ads/Public Notices Relative to the FY 17 Budget / 2016 Tax Rate.

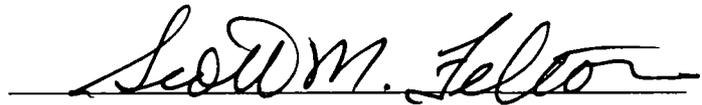
**ORDER OF THE COMMISSIONERS COURT
AUTHORIZING PLACEMENT OF ALL ADS / PUBLIC NOTICES relative to the
FY 17 BUDGET / 2016 Tax Rate**

On this the 19th day of July, 2016, the Commissioners Court of McLennan County, Texas took under consideration the matter of authorizing advertisement of all ads / public notices relative to the FY 2017 Budget / 2016 Tax Rate.

After discussion of the above matter, and upon motion duly made, seconded and passed, **IT IS ORDERED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS that:**

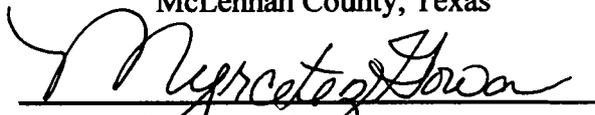
**Authorization is hereby given for placement of all ads / public notices
relative to the FY 17 Budget / 2016 Tax Rate.**

This matter was properly posted for action by the Commissioners Court in accordance with Chapter 571 of the Government Code.



SCOTT M. FELTON, County Judge

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



Authorized by Deputy

FILED: JUL 19 2016

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

The Court went to item H. County Sheriff/ Jail / Criminal Justice Issues.

AGENDA: JULY 19, 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 Agreement for Inmate Medical and Health Services for McLennan County Jail: Compleat Physicians, PLLC **Approved**
(See after G.2.b.)
2. Authorization of USMS Agreement # 80-10-0033 ICE/DCR Modification of Contract / Order No. HSCEDM-15-F-IG120 (Amendment No. P0004) **Approved**

CD-395, 10:55

ORDER APPROVING:

**AUTHORIZATION OF AGREEMENT FOR INMATE MEDICAL
AND HEALTH SERVICES FOR MCLENNAN COUNTY
JAIL: COMPLEAT PHYSICIANS, PLLC**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Agreement for Inmate Medical and Health Services for McLennan County Jail: Compleat Physicians, PLLC. After discussion, Commissioner Jones made a motion to approve the Agreement with Compleat Physicians, PLLC 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.

**AGREEMENT FOR INMATE MEDICAL AND
HEALTH SERVICES FOR THE MCLENNAN COUNTY JAIL**

This Agreement for Inmate Medical and Health Services is entered into by and between McLennan County, Texas and Compleat Physicians, PLLC (“Provider”).

1. Incorporation of Documents. The following documents are incorporated by reference herein:
 - a) RFP 16-010, Request for Proposals—Inmate Medical and Health Services for the McLennan County Jail (hereinafter “RFP”);
 - b) Qualifications Statement of Compleat Physicians, PLLC (hereinafter “QS”);
 - c) Proposal of Compleat Physicians, PLLC in response to RFP 16-010 (hereinafter “Proposal”).
2. Provision of Services. The Provider agrees to provide medical and health services, and medical director services, at the McLennan County Jail in accordance with the RFP and Proposal. This includes all necessary physician, medical director, and nurse practitioner services as set forth in the Proposal.
3. Terms and Conditions. The terms and conditions of this Agreement are as set forth in the RFP and the Proposal except as otherwise stated, modified or supplemented in this Agreement. The fact that a service or obligation of the Provider required under the RFP or promised under the Proposal is not specifically mentioned in this Agreement does not release the Provider from providing or complying therewith. Provider must implement procedures and oversight to maintain compliance with applicable laws, and the regulations of the Texas Commission on Jail Standards, with regard to delivery of the services.
4. Term of Agreement. Unless terminated earlier as provided herein, the term of this Agreement is three (3) years beginning on August 1, 2016, with one year renewal options thereafter subject to the mutual agreement of the parties. The term is subject to the non-appropriation caveat contained in the RFP.
5. Fee. Provider’s annual fee for services under this Agreement is \$330,000. This fee is inclusive of all professional services to be provided at the Jail by the Provider. The fee does not include costs retained by the County, such as supplies, medications, County employee salaries, or outside care.
6. Payment of Fee. County shall pay the fee in monthly payments of \$27,500. The payment for a month is due and payable on or before the tenth (10th) day of the following month. For example, the payment for August, 2016 will be due and payable on or before September 10, 2016. If this Agreement is terminated for any reason set forth in this Agreement except Section 9, Provider’s entitlement to any unearned portion of the fee is lost; and Provider’s sole remedy shall be recovery of fees actually earned but unpaid at the date of termination.

7. Termination: This Agreement may be terminated by the County after thirty (30) days written notice and opportunity to cure (if cure is possible) for any of the following reasons:
- a) failure of Provider to provide the services as promised;
 - b) irreconcilable conflict between Provider and Jail staff;
 - c) repeated violations of Jail security rules;
 - d) negligence in rendering care to inmates;
 - e) sexual, racial or other type of prohibited harassment by Provider staff of Jail staff or inmates;
 - f) any romantic relationship between a member of Provider staff and an inmate;
 - g) violation of confidentiality laws relating to health care information;
 - h) failure or refusal to cooperate with Jail staff in the investigation of grievances or complaints;
 - i) determination after an internal investigation, notice, and an opportunity to be heard that the Provider has violated the civil rights of an inmate; or
 - j) arrest of a staff member of the Provider who serves the Jail for a felony or misdemeanor of Class B or above.
8. Immediate Termination. The County May terminate this Agreement immediately and without any notice or cure period if:
- a) Provider or its key staff is convicted of a felony or a misdemeanor of Class B or above;
 - b) A court determines that the Provider failed to provide medical care to any inmate at the Jail in accordance with the accepted standard of care;
 - c) Suspension or revocation of medical license of any member of Provider's staff providing services at the Jail;
 - d) Violation of the civil rights of an inmate as determined by a court of competent jurisdiction; or
 - e) Where care is so objectively deficient as to create a risk to inmates and potential liability to the County.

9. Termination by Convenience. As previously stated, the term of this Agreement is subject to termination at the end of any fiscal year of the County by non-appropriation, without penalty or liability therefore. However, if the County chooses to terminate the Agreement during a fiscal year for its own convenience, Provider shall be paid, in addition to any fees earned and owed to the date of termination, the sum of \$27,500 in settlement of all claims or causes of action that Provider has or might have against the County with regard to the termination.

10. Termination by Provider. Provider may terminate this Agreement after 30 days written notice to the County and opportunity to cure if the County fails to pay the fee payments as required herein.

11. Medical judgment. Medical care must be rendered based on medical judgment and the medical needs of the inmate, not cost. However, there is an expectation that with the increased physical presence of a physician at the Jail that care which can be properly and safely provided at the Jail without detriment to patients will in fact be provided at the Jail, and that preventative care will be more available to avoid conditions growing into matters that require outside care. The Provider is not guaranteeing any level of cost savings hereby, and decisions as to what care can and cannot be provided within the Jail shall be driven by medical judgment and not cost considerations. The Provider shall coordinate with the Jail Captain; however, the Jail Captain shall have no control over the means or methods by which medical services are provided or over the Provider's exercise of medical judgment. The Provider shall exercise the degree of professional skill appropriate in the relevant medical community in carrying out its duties under this Agreement.

12. Independent Contractor. Provider and Provider Staff shall not be considered an employee of the County for any purpose, including but not limited to payroll taxes and withholding, health insurance, unemployment insurance, or retirement. The Provider is an independent contractor providing professional medical services using its own training, skill and medical judgment.

13. Employment Decisions Relating to County Employees. The Provider shall have the authority to temporarily remove a nurse or medical employee from duty if necessary for patient welfare. Employment decisions involving demotion, unpaid suspension or termination will be made by the Jail Captain and the Sheriff in consultation with the Provider. All final hiring and firing decisions relating to nurses and medical personnel rest with the Sheriff.

14. Peer Review. As part of the Provider's duties as Medical Director, the Provider shall establish a peer review process for nurses at the Jail.

15. Budget Assistance. Provider is expected to assist the administration of the Sheriff's Office in budget planning for the medical department and in monitoring the budget of the medical department.

16. Proof of Insurance. Before beginning to provide services under this Agreement, Provider shall submit proof of the insurance coverages required by the RFP to the County Purchasing Director. Proof of insurance shall also be submitted by the Provider at any other time during the term of this Agreement on the reasonable request of the County. Policies must contain a 30 day notice to the County before expiration or termination.

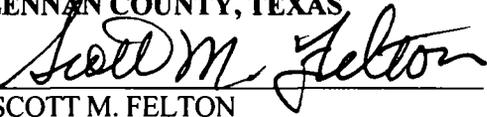
17. Third Parties. No provision of this Agreement shall inure to the benefit of any third party, including, but not limited to, inmates. No inmate or other person or entity other than Physician and County may enforce any portion of this Agreement.

18. Applicable Law and Venue. This Agreement shall be construed according to, and the rights of the parties shall be governed by, the laws of the State of Texas. Venue of any action arising out of this Agreement shall be in a court of competent jurisdiction in McLennan County, Texas.

19. Miscellaneous. This Agreement may only be amended by a writing signed by both parties. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, personal representatives, and assigns.

MCLENNAN COUNTY, TEXAS

BY:


SCOTT M. FELTON
COUNTY JUDGE

DATE: 7/19/16

ATTEST:


COUNTY CLERK OR DEPUTY

COMPLEAT PHYSICIANS, PLLC

BY:


JAMES R. HODGES, M.D.

ITS: PRESIDENT/DIRECTOR

DATE: July 1, 2016

ORDER APPROVING:

**AUTHORIZATION OF USMS AGREEMENT # 80-10-0033 ICE / DCR MODIFICATION
OF CONTRACT / ORDER NO. HSCEDM-15-F-IG120 (AMENDMENT NO. P0004)**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of USMS Agreement # 80-10-0033 ICE / DCR Modification of Contract / Order No. HSCEDM-15-F-IG120 (Amendment No. P0004). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

AGENDA: JULY 19, 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 Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM): Ratification of Public Assistance Grant 4223 Award Letters:

- | | |
|--|-----------------|
| a. FEMA Project Number PA-06-TX-4223-PW02060 | Approved |
| b. FEMA Project Number PA-06-TX-4223-PW02061 | Approved |
| c. FEMA Project Number PA-06-TX-4223-PW02045 | Approved |

CD-395, 10:57

ORDER APPROVING:

**RATIFICATION OF PUBLIC ASSISTANCE
GRANT 4223 AWARD LETTERS**

FEMA PROJECT NUMBER PA-06-TX-4223-PW02060;

FEMA PROJECT NUMBER PA-06-TX-4223-PW02061

AND

FEMA PROJECT NUMBER PA-06-TX-4223-PW02045

**RE: THE TEXAS DEPARTMENT OF PUBLIC SAFETY /
TEXAS DIVISION OF EMERGENCY MANAGEMENT (DPS/TDEM)**

On this the 19 day of July, 2016, came on for consideration the matter Regarding the Texas Department of Public Safety / Texas Division of Emergency Management (DPS/TDEM): Ratification of Public Assistance Grant 4223 Award Letters: FEMA Project Number PA-06-TX-4223-PW02060; FEMA Project Number PA-06-TX-4223-PW02061 and FEMA Project Number PA-06-TX-4223-PW02045. After discussion, Commissioner Perry made a motion to approve J. 1. a., b. and c. 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 Ratification be, and the same is hereby, approved by unanimous vote.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

June 28, 2016

The Honorable Scott Felton, County Judge
McLennan County
501 Washington Avenue
Waco, TX, 76701
DUNS Number 21619085
TINS Number 746002492
FIPS Number 309-99309-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02060
Project Title: MCL008C - 4 MILE ROAD
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW02060						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	6/22/2016	\$7,839.38	75%	\$5,879.54	25%	\$1,959.84

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.



Designated Subrecipient Agent

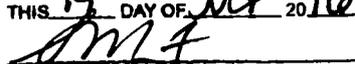
~~7-30~~ 5-16

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

RATIFICATION
APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016

COUNTY JUDGE

PA-06-TX-4223-PW-02060(0) <u>P</u>	
Applicant Name:	Application Title:
MCLENNAN (COUNTY)	MCL008C - 4 MILE ROAD
Period of Performance Start:	Period of Performance End
05-29-2015	11-29-2016

Subgrant Application - Entire Application

Application Title: MCL008C - 4 MILE ROAD
Application Number: PA-06-TX-4223-PW-02060(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	Mr
First Name	Frank
Middle Initial	
Last Name	Yakich
Title	PROJECT SPECIALIST
Agency/Organization Name	FEMA
Address 1	800 N Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	<u>Chris Walsh@fema dhs gov</u>

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	Mr.
First Name	FRANK
Middle Initial	
Last Name	PATTERSON
Title	EMERGENCY MANAGEMENT COORDINATOR
Agency/Organization	CITY OF WACO/MCLENNAN COUNTY
Address 1	P.O. BOX 2570
Address 2	
City	WACO
State	TX
ZIP	76701 - 2570

Phone 254-750-5911
 Fax 254-750-5938
 Email FrankP@ci.waco.tx.us

Alternate Point of Contact Information

Prefix Mr.
 First Name SEAN
 Middle Initial
 Last Name TAYLOR
 Title ASSISTANT EMERGENCY MANAGEMENT COORDINATOR
 Agency/Organization CITY OF WACO/MCLENNAN COUNTY
 Address 1 P. O BOX 2570
 Address 2
 City WACO
 State TX
 ZIP 76701 -2570
 Phone 254-750-5911
 Fax 254-750-5938
 Email SeanT@ci.waco.tx.us

Project Description

Disaster Number 4223
 Pre-Application Number PA-06-TX-4223-RPA-0431
 Applicant ID 309-99309-00
 Applicant Name: MCLENNAN (COUNTY)
 Subdivision.
 Project Number: MCL008C
 Standard Project Number/Title. 399 - Road System Damage
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title MCL008C - 4 MILE ROAD
 Category: C ROADS & BRIDGES
 Percentage Work Completed? 100 0 %
 As of Date: 07-02-2015

Comments
Attachments

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	4 Mile Road Rd Culvert		McLennan	Waco	TX		No	

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
FRANK YAKICH	04-08-2016	Map	Location Map		MCL008C 4 MILE ROAD GPS MAP.docx(805 48 kb)	View
FRANK YAKICH	04-08-2016	Map	Firmette		MCL008C Four Mile FM48309C0450C.pdf(270 71 kb)	View
FRANK YAKICH	04-08-2016	Photos	Site Photos		MCL008C 4 MILE RD PHOTOS pdf(227 37 kb)	View

Facility Name:	4 Mile Road Rd Culvert
Address 1.	
Address 2.	
County:	McLennan
City:	Waco
State:	TX
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	100 00 %
Location:	<p>PA-06-TX-4223-PW-02060(0). Location 4 Mile Road, 1 6 Mi from the intersection of Koehne Rd., Waco, TX</p> <p>Latitude 31 521972 Longitude: -96.865229</p>
Damage Description and Dimensions:	<p>PA-06-TX-4223-PW-02060(0) During the incident period May 4, 2015 through June 22, 2015, the county of McLennan experienced severe storms, tornadoes, straight-line winds and flooding Overland flooding caused damage to several county roadways and water crossings at creeks and drainage areas throughout Precinct 2 County Road 4 Mile Road, GPS (Lat 31.521972, Long: -96.865229) located 1.6 Mi from the intersection of Koehne Rd. was damaged The applicant identified damages from event related flood waters in that approximately 3 Ft of water surged over and pressure built up under the culvert undermining it As a result:</p> <ul style="list-style-type: none"> • An 84 in. D x 45 ft. L CMP culvert washed away • In addition, North-East and South-West of the washed out drainage culvert, flood waters caused ensuing damages to the roadway <p>Scouring occurred to:</p> <ul style="list-style-type: none"> o Soil: 11 ft. L x 15 ft W x 5 ft D, o Sub-base fill material: 100 ft. L x 25 ft. W x 6 in D and o Aggregate Top material on Gravel roadway: 100 ft x 25 ft. x 3 in. D; &#1607; 44 ft. L x 25 ft W x 3 in. D = 10 Cu. Yd, and

	<p>o Rip Rap on both ends: 2 x (25 ft. L x 29 ft W x 12 in D) = 53.7 Cu. Yd or 75.18 Tons from on-hand Stock. Applicant demonstrated photos of disaster related damages prior to repairs</p>
<p>Scope of Work:</p>	<p>PA-06-TX-4223-PW-02060(0) Completed Work: This Project Worksheet (PW) is written as an estimate for Force Account Labor and Equipment based on Applicant provided work orders for work completed. The Applicant has not provided the necessary documentation to validate the work orders and will be responsible for providing time sheets/cards covering the period of work applicable to validate the estimated Force Account work at closeout. The Applicant may have to return funds that they can't furnish the applicable documentation to substantiate their claim. The applicant (McLennan County) restored 4 Mile Road, GPS (Lat: 31.521972, Long: -96 865229), located 1.6 Mi from the intersection of Koehne Rd. and culvert to pre-disaster conditions, function and capacity. The applicant used Force Account (FA) Labor, Equipment and Materials to re-grade, shape and haul gravel to restore:</p> <ul style="list-style-type: none"> • Soil: 11 ft. L x 15 ft. W x 5 ft D, • Sub-base fill material. 100 ft. L x 25 ft. W x 6 in. D and • Aggregate Top material on Gravel roadway: 100 ft. x 25 ft. x 3 in. D; <p>o 44 ft. L x 25 ft. W x 3 in. D = 10 Cu. Yd; and</p> <ul style="list-style-type: none"> • Rip Rap on both ends: 2 x (25 ft L x 29 ft W x 12 in. D) = 53.7 Cu. Yd or 75.18 Tons from on-hand Stock. <p>Total Completed Work: Applicant provided work order 0038794-15 for identifying repairs (Labor, Equipment, and materials) and using 2010 FEMA Cost Codes were necessary, estimated costs were calculated to return the site to pre-disaster condition as follows: Force Account Labor (includes fringe benefits) 9007 - FEMA Labor Cost Code, 34 hrs. = \$1,096.88 9009 - Force Account Materials: Replaced Soil material - 11 ft x 15 ft x 5 ft. D = 30 Cu Yd (no cost-recovered) Repaired sub-base fill material - 100 ft. x 25 ft. x 6 in D = 46 28 Cu. Yd. (64 72 Tn.) (no cost- recovered) Repaired aggregate Top material - 100 ft. x 25 ft. x 3 in D = 23 14 Cu. Yd. (32.4 Tn.) (no cost- recovered) Replaced road base gravel - (44 ft. x 25 ft. x 3 in D) = 10 Cu. Yd at \$7.00/Cu. Yd. = \$70 00 Replaced Rip Rap – 2 x (25 ft x 29 ft x 12 in. D) (Each end) = 53.7 Cu. Yd (75 18) Tons Rip Rap (From Stock) = \$1,879 50 Replaced - 84 in. D x 45 ft CMP @ \$45/lin ft provided by Wilson Culverts Inc FM1817 Elkhart, TX 75839, (903) 764-5605. \$2,745 00 Total Cost Force Account Materials \$70.00 + \$1,879.50 + \$2,745.00 = \$4,694 50 9009 – FEMA Material Cost Code = \$4,694 50 9008 FEMA Equipment Cost Code -34 hrs = \$2,048.00</p> <p>TOTAL COST OF REPAIRS: 9007 - FA Labor - \$1,096 88 9009 - FA Matenal - \$4,694.50 9008 - FA Equipment - \$2,048 00</p>

Total \$7,839 38

Project Notes:

NOTE: The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding.

DIRECT ADMINISTRATIVE COSTS The Sub recipient has requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Sub recipient activities and are not included in any approved indirect cost rates.

-- **HAZARD MITIGATION PROPOSAL:** Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has not been included in this project worksheet.

-- **RECORD RETENTION** As described in 2 CFR 200.33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- **PERMITS** Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- **ENVIRONMENTAL AND HISTORIC PRESERVATION** Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- **CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):** The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Texas Department of Emergency Management prior to starting work.

-- **INSURANCE REVIEW.** The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in the applicant having to obtain/maintain insurance requirement. The Sub grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- **COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS:** Costs used to formulate this project were based on:

- FEMA Cost Codes used to estimate work to be completed

-- **AUDIT STATEMENT:** All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of

responsibility to maintain supporting documentation (records) The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later

-- 75% FEDERAL FUNDING In accordance with FEMA policy 9523 9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 05/22/2015 with the exception of requests for alternate or improved projects.

-- FEDERAL AID ROADS Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding

-- ROAD PROJECTS (Firmette Requirement): Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a Firmette. If any work to repair the road requires work outside the original footprint a Firmette will be required.

-- SMALL PROJECTS, ANY CATAGORY. For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121) FEMA does not perform final inspections on small projects; however, the state must certify compliance The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects

Hazard Mitigation Proposal

• Is effective mitigation feasible on this site?	No
--	----

If you answered Yes to the above question, the next question is required

Will mitigation be performed on this site?	No
--	----

If you answered Yes to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal?	No
---	----

If you answered Yes to the above question, the next two questions are required

Please provide the Scope of Work for the estimate (maximum 4000 characters)	
--	--

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	No
---	----

GIS Coordinates

Project Location	Latitude	Longitude
4 Mile Road	31.521972	-96 865229

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

Applicant has provided an Insurance Policy on file with Region 6

2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? No

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

See Firmette #48309C0450C, Zone X, Panel 450 of 750, date Sept 26, 2008

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No

4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No

5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? No

6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No

7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No

8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No

9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? No

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? No

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? No

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate:

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

Comments
No feasible mitigation opportunities identified
Attachments

Cost Estimate

Is this Project Worksheet for

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9007	Labor	1	LS	\$ 1,096 88	PERSONNEL	Work Completed	\$ 1,096 88	
2	9008	Equipment	1	LS	\$ 2,048 00	EQUIPMENT	Work Completed	\$ 2,048.00	
3	9009	Material	1	LS	\$ 4,694 50	SUPPLIES	Work Completed	\$ 4,694 50	
Direct Subgrantee Admin Cost									
4	9903	No Direct Administrative Costs	1	LS	\$ 0.00	OTHER	Direct Subgrantee Admin Cost	\$ 0 00	
								Total Cost : \$ 7,839.38	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
								Total Cost : \$ 0.00	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 7,839.38
--	--------------------

Comments

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
FRANK YAKICH	04-08-2016	Force Account	Force Account Labor		MCL008C 4 MILE RD FA LABOR.pdf(51.46 kb)	View
FRANK YAKICH	04-08-2016	Force Account	Force Account Equipment		MCL008C 4 MILE RD FA EQUIP.pdf(83 74 kb)	View
FRANK YAKICH	04-08-2016	Force Account	Force Account Material		MCL008C 4 MILE RD FA MAT pdf(77 51 kb)	View

Existing Insurance Information

Insurance Type	Policy No	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
----------------	-----------	----------------------	----------------	------------------	-------------------	----------------

General TACRMP1550 \$ 158,586,607.00 \$ 16,001,186.00 \$ 174,587,793 00 \$ 0 00 0

Required Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
Flood	Not Required This PW	\$ 0.00	\$ 0 00	\$ 0 00	\$ 0.00	0

Comments
Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02060(0), McLennan County. The flood damaged facility for this Sub Grant Application (PW) is an 84 inch roadway culvert, soil fill, sub-base, rip rap and aggregate surfacing McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations. No roadways are included in the schedule of insured property locations As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received Reference Stafford Act Sec. 312., Duplication of Benefits Steven A Goodroad, Insurance Reviewer, 6-08-2016.
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
		MCL008C 4 MILE ROAD GPS MAP docx (04-08-2016)
Damage Facilities		MCL008C Four Mile FM48309C0450C pdf (04-08-2016)
		MCL008C 4 MILE RD PHOTOS pdf (04-08-2016)
Mitigation	No feasible mitigation opportunities identified	MCL008C 4 MILE RD FA LABOR pdf (04-08-2016)
Cost Estimate		MCL008C 4 MILE RD FA EQUIP pdf (04-08-2016)
		MCL008C 4 MILE RD FA MAT pdf (04-08-2016)

Insurance Information

Comments and Attachments

Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02060(0), McLennan County The flood damaged facility for this Sub Grant Application (PW) is an 84 inch roadway culvert, soil fill, sub-base, rip rap and aggregate surfacing. McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations. No roadways are included in the schedule of insured property locations As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received Reference Stafford Act Sec 312., Duplication of Benefits. Steven A. Goodroad, Insurance Reviewer, 6-08-2016.

Form 90-91

MCL008C 90-91
Signed 02060
(4223) pdf (06-20-
2016)

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-02060(2185)	06-22-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO	PA ID	DATE	CATEGORY
FEMA 4223 - DR -TX	MCL008C	NO 309- 99309-00	06-06-2016	C
APPLICANT MCLENNAN (COUNTY)			WORK COMPLETE AS OF 07-02-2015 100 %	
Site 1 of 1				
DAMAGED FACILITY			COUNTY McLennan	
4 Mile Road Rd Culvert				
LOCATION			LATITUDE	LONGITUDE
PA-06-TX-4223-PW-02060(0) Location 4 Mile Road, 1 6 Mi from the intersection of Koehne Rd , Waco, TX			31 521972	-96 865229
Latitude 31 521972 Longitude -96 865229				

Current Version		
<p>DAMAGE DESCRIPTION AND DIMENSIONS</p> <p>PA-06-TX-4223-PW-02060(0) During the incident period May 4, 2015 through June 22, 2015, the county of McLennan experienced severe storms, tornadoes, straight-line winds and flooding. Overland flooding caused damage to several county roadways and water crossings at creeks and drainage areas throughout Precinct 2. County Road 4 Mile Road, GPS (Lat 31 521972, Long -96 865229) located 1.6 Mi from the intersection of Koehne Rd was damaged. The applicant identified damages from event related flood waters in that approximately 3 Ft of water surged over and pressure built up under the culvert undermining it. As a result</p> <ul style="list-style-type: none"> • An 84 in D x 45 ft L CMP culvert washed away • In addition, North-East and South-West of the washed out drainage culvert, flood waters caused ensuing damages to the roadway <p>Scouring occurred to</p> <ul style="list-style-type: none"> o Soil 11 ft L x 15 ft W x 5 ft D, o Sub-base fill material 100 ft L x 25 ft W x 6 in D and o Aggregate Top material on Gravel roadway 100 ft x 25 ft x 3 in D, 44 ft L x 25 ft W x 3 in D = 10 Cu Yd, and o Rip Rap on both ends 2 x (25 ft L x 29 ft W x 12 in D) = 53.7 Cu Yd or 75.18 Tons from on-hand Stock <p>Applicant demonstrated photos of disaster related damages prior to repairs</p>		
Current Version		
<p>SCOPE OF WORK</p> <p>PA-06-TX-4223-PW-02060(0) Completed Work This Project Worksheet (PW) is written as an estimate for Force Account Labor and Equipment based on Applicant provided work orders for work completed. The Applicant has not provided the necessary documentation to validate the work orders and will be responsible for providing time sheets/cards covering the period of work applicable to validate the estimated Force Account work at closeout. The Applicant may have to return funds that they can't furnish the applicable documentation to substantiate their claim. The applicant (McLennan County) restored 4 Mile Road, GPS (Lat 31 521972, Long -96 865229), located 1.6 Mi from the intersection of Koehne Rd and culvert to pre-disaster conditions, function and capacity. The applicant used Force Account (FA) Labor, Equipment and Materials to re-grade, shape and haul gravel to restore</p> <ul style="list-style-type: none"> • Soil 11 ft L x 15 ft W x 5 ft D, • Sub-base fill material 100 ft L x 25 ft W x 6 in D and • Aggregate Top material on Gravel roadway 100 ft x 25 ft x 3 in D, 44 ft L x 25 ft W x 3 in D = 10 Cu Yd, and • Rip Rap on both ends 2 x (25 ft L x 29 ft W x 12 in D) = 53.7 Cu Yd or 75.18 Tons from on-hand Stock <p>Total Completed Work Applicant provided work order 0038794-15 for identifying repairs (Labor, Equipment, and materials) and using 2010 FEMA Cost Codes were necessary, estimated costs were calculated to return the site to pre-disaster condition as follows</p> <p>Force Account Labor (includes fringe benefits) 9007 - FEMA Labor Cost Code, 34 hrs = \$1,096.88 9009 - Force Account Materials</p> <p>Replaced Soil material - 11 ft x 15 ft x 5 ft D = 30 Cu Yd (no cost-recovered) Repaired sub-base fill material - 100 ft x 25 ft x 6 in D = 46.28 Cu Yd (64.72 Tn) (no cost-recovered) Repaired aggregate Top material - 100 ft x 25 ft x 3 in D = 23.14 Cu Yd (32.4 Tn) (no cost-recovered) Replaced road base gravel - (44 ft x 25 ft x 3 in D) = 10 Cu Yd at \$70.00/Cu Yd = \$700.00 Replaced Rip Rap - 2 x (25 ft x 29 ft x 12 in D) (Each end) = 53.7 Cu Yd (75.18 Tons) Rip Rap (From Stock) = \$1,879.50 Replaced - 84 in D x 45 ft CMP @ \$45/lin ft provided by Wilson Culverts Inc. FM1817 Elkhart, TX 75839, (903) 764-5605 = \$2,745.00 Total Cost Force Account Materials \$700.00 + \$1,879.50 + \$2,745.00 = \$4,694.50 9009 - FEMA Material Cost Code = \$4,694.50 9008 FEMA Equipment Cost Code -34 hrs = \$2,048.00</p> <p>TOTAL COST OF REPAIRS 9007 - FA Labor - \$1,096.88 9009 - FA Material - \$4,694.50 9008 - FA Equipment - \$2,048.00</p> <p>Total \$7,839.38</p> <p>Project Notes NOTE: The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. DIRECT ADMINISTRATIVE COSTS: The Sub recipient has requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other Sub recipient activities and are not included in any approved indirect cost rates.</p> <p>-- HAZARD MITIGATION PROPOSAL: Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has not been included in this project worksheet.</p>		

-- RECORD RETENTION As described in 2 CFR 200 33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs

-- PERMITS Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds The applicant is responsible for obtaining all required permits prior to the commencement of work

-- ENVIRONMENTAL AND HISTORIC PRESERVATION Applicant must comply with all applicable environmental and historic preservation laws Federal funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION) The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins Failure to report changes may jeopardize Federal and State funding In the case of a change in scope of work, the applicant should immediately notify Texas Department of Emergency Management prior to starting work

-- INSURANCE REVIEW The applicant is aware that all projects are subject to an insurance review as stated in 44 C F R Sections 206 252 and 206 253 If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project Approval of this project may result in the applicant having to obtain/maintain insurance requirement The Sub grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS Costs used to formulate this project were based on
 - FEMA Cost Codes used to estimate work to be completed

-- AUDIT STATEMENT All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost The applicant has been advised of responsibility to maintain supporting documentation (records) The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later

-- 75% FEDERAL FUNDING In accordance with FEMA policy 9523 9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 05/22/2015 with the exception of requests for alternate or improved projects

-- FEDERAL AID ROADS Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding

-- ROAD PROJECTS (Firmette Requirement) Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a Firmette If any work to repair the road requires work outside the original footprint a Firmette will be required

-- SMALL PROJECTS, ANY CATEGORY For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg 121) FEMA does not perform final inspections on small projects, however, the state must certify compliance The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run) A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects

Current Version

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	\$ 1,096 88	\$ 1,096.88
2	9008	Equipment	1/LS	\$ 2,048 00	\$ 2,048.00
3	9009	Material	1/LS	\$ 4,694 50	\$ 4,694.50
		Direct Subgrantee Admin Cost			
4	9903	No Direct Administrative Costs	1/LS	\$ 0 00	\$ 0 00
				TOTAL COST	\$ 7,839 38

PREPARED BY Frank Yakich	TITLE PROJECT SPECIALIST	SIGNATURE
APPLICANT REP FRANK PATTERSON	TITLE EMERGENCY MANAGEMENT COORDINATOR	SIGNATURE

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02060					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease	No	Recommended

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02060					
Conditions Information					
			construction in that area and notify the State and FEMA		
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.	No	Recommended
Insurance Review	Conditions (Grant Specific)	Stafford Act Sec 312., Duplication of Benefits	Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02060(0), McLennan County As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or	Yes	Recommended

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02060					
Conditions Information					
				imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312., Duplication of Benefits.	

Internal Comments				
No	Queue	User	Date/Time	Reviewer Comments
6	Award Review	RENFRO GARY	06-22-2016 04:06 PM GMT	obligate PWs to support the June spend plan
5	<u>Final Review</u>	RENFRO GARY	06-18-2016 03:21 PM GMT	I agree with the reviews, ready to obligate. gary renfro 6/18/16
4	EHP Review	GRULICH GARY	06-08-2016 07:50 PM GMT	<p>McLennan County, ML008C, Category C, 100% complete as of 07/02/2015</p> <p>The project returned 4 Mile Road and culvert, 1.6 Mi from the intersection of Koehne Rd., Waco, TX to pre-disaster condition using in kind materials. A complete list of sites and GPS coordinates and scopes of work is provided as an environmental attachment</p> <p>No mitigation opportunities.</p> <p>This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c) Particular attention should be given to the project conditions before and during project implementation Failure to comply with these conditions may jeopardize federal assistance including funding</p> <p>- tkingman - 06/08/2016 17:41:23 GMT</p> <p>Portions of the project may be located within a wetland. Initial Disaster Public Notice was published on 07/20/2015 The proposed project is to repair damaged roads to pre-disaster condition, which is not likely to result in any potential direct impacts that will adversely affect wetlands - tkingman - 06/08/2016 17:55:21 GMT</p> <p>***COMMENT ABOVE IS VOID AND NO LONGER APPLICABLE***</p> <p>A review of the National Wetland Inventory (NWI) online mapper, accessed on 06/08/2016, for the site indicates that the area is not located within nor does it affect a designated wetland - tkingman - 06/08/2016 19:30:41 GMT</p> <p>The scope of work for this project does not require U S Fish</p>

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				<p>and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated 08/07/2015 - tkingman - 06/08/2016 18:18:38 GMT</p> <p>Please correct wetlands comment This PW is for a single site, not multiple roads.</p> <p>Portions of the project may be located within the 100-yr floodplain. Initial Disaster Public Notice was published on 07/20/2015 The proposed project is repair of an electrical distribution system extending throughout county or counties, which is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss - tkingman - 06/08/2016 16:34:56 GMT</p> <p>***COMMENT ABOVE IS VOID AND NO LONGER APPLICABLE***</p> <p>The project is located within an "A" zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) 48293C0250C, dated 09/16/2011 Initial Disaster Public Notice was published on Month, Day, Year The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss - tkingman - 06/08/2016 17:36:58 GMT</p> <p>The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I C.1.a , II C 1 a FEMA's Programmatic Agreement (PA) dated September 11, 2014 In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria - tkingman - 06/08/2016 16:16:57 GMT</p>
3	Insurance Review	GOODROAD STEVEN	06-08-2016 11:54 AM GMT	<p>Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02060(0), McLennan County The flood damaged facility for this Sub Grant Application (PW) is an 84 inch roadway culvert, soil fill, sub-base, rip rap and aggregate surfacing McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations No roadways are included in the schedule of insured property locations As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312 , Duplication of Benefits Steven A Goodroad, Insurance Reviewer, 6-08-2016</p>

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
2	<u>Mitigation Review</u>	DAVIS DONALD	06-07-2016 05:32 PM GMT	06/07/2016 No mitigation has been identified, proposed or will be implemented by the applicant during repairs Sites will be restore to pre-disaster condition No mitigation will be funded under the RP-9526 1 406 Mitigation D. Davis
1	<u>Initial Review</u>	LANSFORD VERNON	06-06-2016 03:42 PM GMT	6/6/2016 Recommend this PW be made Eligible. V. Lansford/PACL

Go Back

FILED JUL 19 2016

J.A. "ANDY" MAHWELL, County Clerk
McLennan County, Texas
By Myrcetta Gowen DEPUTY

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220

512/424-2000

www.dps.texas.gov



STEVEN C McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J BODISCH, SR
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P MACH
RANDY WATSON

June 28, 2016

The Honorable Scott Felton, County Judge
McLennan County
501 Washington Avenue
Waco, TX, 76701
DUNS Number 21619085
TINS Number 746002492
FIPS Number 309-99309-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036

FEMA Project Number PA-06-TX-4223-PW02061

Project Title: MCL009C - RATTLESNAKE RD

Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW02061						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	6/22/2016	\$4,879.91	75%	\$3,659.93	25%	\$1,219.98

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

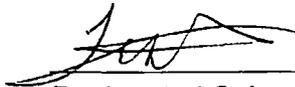
Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.



Designated Subrecipient Agent

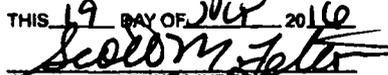
7-6-16

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

RATIFICATION
APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016

COUNTY JUDGE

PA-06-TX-4223-PW-02061(0) <u>P</u>	
Applicant Name	Application Title.
MCLENNAN (COUNTY)	MCL009C - RATTLESNAKE RD
Period of Performance Start.	Period of Performance End
05-29-2015	11-29-2016

Subgrant Application - Entire Application

Application Title: MCL009C - RATTLESNAKE RD
Application Number: PA-06-TX-4223-PW-02061(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	Mr
First Name	Frank
Middle Initial	
Last Name	Yakich
Title	PROJECT SPECIALIST
Agency/Organization Name	FEMA
Address 1	800 N Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	Chris.Walsh@fema.dhs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	Mr.
First Name	FRANK
Middle Initial	
Last Name	PATTERSON
Title	EMERGENCY MANAGEMENT COORDINATOR
Agency/Organization	CITY OF WACO/MCLENNAN COUNTY
Address 1	P O BOX 2570
Address 2	
City	WACO
State	TX
ZIP	76701 - 2570

Phone 254-750-5911
 Fax 254-750-5938
 Email FrankP@ci.waco.tx.us

Alternate Point of Contact Information

Prefix Mr
 First Name SEAN
 Middle Initial
 Last Name TAYLOR
 Title ASSISTANT EMERGENCY MANAGEMENT COORDINATOR
 Agency/Organization CITY OF WACO/MCLENNAN COUNTY
 Address 1
 Address 2
 City WACO
 State TX
 ZIP 76701 -2570
 Phone 254-750-5911
 Fax 254-750-5938
 Email SeanT@ci.waco.tx.us

Project Description

Disaster Number 4223
 Pre-Application Number PA-06-TX-4223-RPA-0431
 Applicant ID. 309-99309-00
 Applicant Name MCLENNAN (COUNTY)
 Subdivision:
 Project Number: MCL009C
 Standard Project Number/Title: 399 - Road System Damage
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: MCL009C - RATTLESNAKE RD
 Category: C ROADS & BRIDGES
 Percentage Work Completed? 100 0 %
 As of Date. 07-02-2015

Comments
Attachments

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Site Previously Damaged?	Action
1	RATTLESNAKE ROAD		McLennan	WACO	TX		No	

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
FRANK YAKICH	04-11-2016	Map	Location Map		MCL009C RATTLESNAKE RD GPS MAP.docx(1010 95 kb)	View
FRANK YAKICH	04-11-2016	Floodplain	Firmette		MCL009C Rattlesnake Rd FM48309C0600C.pdf(373 16 kb)	View
FRANK YAKICH	04-11-2016	Photos	Site Photos		MCL009C RATTLESNAKE RD PHOTOS.pdf(315 63 kb)	View

Facility Name	RATTLESNAKE ROAD
Address 1:	
Address 2:	
County:	McLennan
City:	WACO
State:	TX
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	100.00 %
Location:	PA-06-TX-4223-PW-02061(0). Location: Rattlesnake Road, .84 Mi from the intersection of W Frederick Rd., Waco, TX Latitude: 31.475537 Longitude -96 962822
Damage Description and Dimensions.	PA-06-TX-4223-PW-02061(0) During the incident period May 4, 2015 through June 22, 2015, the county of McLennan experienced severe storms, and overland flooding. Overland flooding caused damage to several county owned roadways and water crossings at creeks and drainage areas throughout Precinct 2 County Road Rattlesnake Road at GPS (Lat. 31.475537, Long -96.962864.) located .84 Mi. from the intersection of W. Fredenck Rd., Waco, TX was a damaged site The applicant identified damages from event related flood waters in that approximately 2 Ft of water surged over and created a sink hole Water washed over and under the culvert undermining it. As a result -One 48 in D x 45 ft CMP culvert washed away. -Additionally, flood waters caused ensuing damages to the roadway and material surrounding the culvert Scouring occurred to Grade 2 base fill material (118ft x 25 ft x 0 25 ft = 27.31 Cu. Yd. The Applicant used Force Account Labor, Materials, and Equipment for repair of this site Applicant demonstrated photos of disaster related damages prior to repairs

to disaster specific costs.

- PERMITS Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work
- ENVIRONMENTAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws Federal funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds
- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION). The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding In the case of a change in scope of work, the applicant should immediately notify Texas Department of Emergency Management prior to starting work.
- INSURANCE REVIEW. The applicant is aware that all projects are subject to an insurance review as stated in 44 C F R. Sections 206 252 and 206 253 If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in the applicant having to obtain/maintain insurance requirement. The Sub grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State
- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS Costs used to formulate this project were based on:
 - FEMA Cost Codes used to estimate work to be completed and owner documentation for completed work.
- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records) The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later

- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/19/2015 with the exception of requests for alternate or improved projects.

- FEDERAL AID ROADS: Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding

- ROAD PROJECTS (Firmette Requirement): Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a Firmette. If any work to repair the

road requires work outside the original footprint a Firmette will be required

-- SMALL PROJECTS, ANY CATAGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg 121) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

Hazard Mitigation Proposal		
* Is effective mitigation feasible on this site?		No
If you answered Yes to the above question, the next question is required		
Will mitigation be performed on this site?		No
If you answered Yes to the above question, the next question is required		
Do you wish to attach a Hazard Mitigation Proposal?		No
If you answered Yes to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		No
GIS Coordinates		
Project Location	Latitude	Longitude
CULVERT LOCATION	31 475537	-96.962822

Special Considerations

- | | |
|--|----|
| 1 Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? | No |
| 2 Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? | No |
| 3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? | No |
| 4 Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g , footprint, material, location, capacity, use of function)? | No |
| 5 Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? | No |
| 6 Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? | No |
| 7 Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? | No |
| 8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? | No |
| 9 Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? | No |

Attachments

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? No

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? No

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? No

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate.

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

Comments
No feasible mitigation opportunities identified
Attachments

Cost Estimate

Is this Project Worksheet for

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work Completed									
1	9007	Labor	1	LS	\$ 695.84	PERSONNEL	Work Completed	\$ 695.84	
2	9008	Equipment	1	LS	\$ 1,943.20	EQUIPMENT	Work Completed	\$ 1,943.20	
3	9009	Material	1	LS	\$ 2,240.87	CONSTRUCTION	Work Completed	\$ 2,240.87	
Direct Subgrantee Admin Cost									
4	9903	No Direct Administrative Costs	0	LS	\$ 0.00	OTHER	Direct Subgrantee Admin Cost	\$ 0.00	
								Total Cost : \$ 4,879.91	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
								Total Cost : \$ 0.00	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	\$ 4,879.91
--	--------------------

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
FRANK YAKICH	04-11-2016	Force Account	FA Equipment		MCL009C - Rattlesnake Rd FA Equipment -2016_04_11_08_59_30.pdf(254 97 kb)	View
FRANK YAKICH	04-11-2016	Force Account	FA Labor		MCL009C RATTLESNAKE RD FA LABOR pdf(75 94 kb)	View
FRANK YAKICH	04-11-2016	Force Account	FA Matenal		MCL009C RATTLESNAKE RD FA MAT.pdf(69 43 kb)	View

Existing Insurance Information

Insurance Type	Policy No	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
General	TACRMP1550	\$ 158,586,607 00	\$ 16,001,186 00	\$ 174,587,793 00	\$ 0 00	0

Required Insurance Information

Insurance Type	Policy No	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
Flood	Not Required This PW	\$ 0 00	\$ 0 00	\$ 0.00	\$ 0 00	0

Comments

Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02061(0), McLennan County The flood damaged facility for this Sub Grant Application (PW) is a 48 inch roadway culvert and supporting fill. McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations. No roadways are included in the schedule of insured property locations. As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received Reference Stafford Act Sec 312 , Duplication of Benefits. Steven A Goodroad, Insurance Reviewer, 6-08-2016.

Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Damage Facilities		MCL009C RATTLESNAKE RD GPS MAP docx (04-11-2016) MCL009C Rattlesnake Rd

Comments and Attachments

[FM48309C0600C pdf \(04-11-2016\)](#)

[MCL009C RATTLESNAKE RD PHOTOS pdf \(04-11-2016\)](#)

Mitigation No feasible mitigation opportunities identified

[MCL009C - Rattlesnake Rd FA Equipment -2016 04 11 08 59 30 pdf \(04-11-2016\)](#)

Cost Estimate

[MCL009C RATTLESNAKE RD FA LABOR pdf \(04-11-2016\)](#)

[MCL009C RATTLESNAKE RD FA MAT pdf \(04-11-2016\)](#)

Insurance Information

Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02061(0), McLennan County: The flood damaged facility for this Sub Grant Application (PW) is a 48 inch roadway culvert and supporting fill McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations No roadways are included in the schedule of insured property locations As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312 , Duplication of Benefits Steven A. Goodroad, Insurance Reviewer, 6-08-2016

Form 90-91

[MCL009C 90-91 Signed 02061\(4223\) pdf \(06-20-2016\)](#)

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-02061(2197)	06-22-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER		PROJECT NO	PA ID NO	DATE	CATEGORY
FEMA	4223 - DR -TX	MCL009C	309-99309-00	06-06-2016	C
APPLICANT MCLENNAN (COUNTY)				WORK COMPLETE AS OF 07-02-2015 100 %	
Site 1 of 1					
DAMAGED FACILITY			COUNTY McLennan		
RATTLESNAKE ROAD					
LOCATION				LATITUDE	LONGITUDE
PA-06-TX-4223-PW-02061(0) Location Rattlesnake Road, 84 Mi from the intersection of W Frederck Rd , Waco, TX				31 475537	-96 962822
Latitude 31 475537 Longitude -96 962822					
Current Version					
DAMAGE DESCRIPTION AND DIMENSIONS					
PA-06-TX-4223-PW-02061(0) During the incident period May 4, 2015 through June 22, 2015, the county of McLennan experienced severe storms, and overland flooding Overland flooding caused damage to several county owned roadways and water crossings at creeks and drainage areas throughout Precinct 2 County Road Rattlesnake Road at GPS (Lat 31 475537, Long -96 962864) located 84 Mi from the intersection of W Frederick Rd , Waco, TX was a damaged site The applicant identified damages from event related flood waters in that approximately 2 Ft of water surged over and created a sink hole Water washed over and under the culvert undermining it As a result -One 48 in D x 45 ft CMP culvert washed away -Additionally, flood waters caused ensuing damages to the roadway and material surrounding the culvert Scouring occurred to Grade 2 base fill material (118ft x 25 ft x 0 25 ft = 27 31 Cu Yd The Applicant used Force Account Labor, Materials, and Equipment for repair of this site Applicant demonstrated photos of disaster related damages prior to repairs					
End of Damage Description					
Current Version					
SCOPE OF WORK					
PA-06-TX-4223-PW-02061(0) Completed Work This Project Worksheet (PW) is written as an estimate for Force Account Labor and Equipment based on Applicant provided work orders for work completed The Applicant has not provided the necessary documentation to validate the work orders and will be responsible for providing time sheets/cards covering the period of work applicable to validate the estimated Force Account work at closeout The Applicant may have to return funds that they can't furnish the applicable documentation to substantiate their claim The applicant (McLennan County) restored Rattlesnake Road roadway and Culvert, GPS (Lat 31 475537, Long -96 962864) located 0 84 Mi North-West from the intersection of W Frederck Rd , Waco, TX to pre-disaster conditions, function and capacity by the use of Force Account (FA) Labor, Equipment and Materials The repairs included" -Re-grading and shaping of the roadway and hauling gravel to restore 111 8 ft L x 25 ft W x 3 in D = 27 5 Cu Yd (38 41 Tn) of Grade 2 base fill material -Replaced a 45 ft L x 48 in D CMP					
Total Completed Work Applicant provided Completed Cost from 2010 FEMA Cost Codes for FA Labor (FA Labor rates include fringe benefits), FA Equipment, material and Applicant's costs per work order 0038686-15 for repairs returning the site to pre-disaster condition as follows					
Force Account Labor (includes Fringe Benefits) 24 hrs = \$695 84 Regular Time (See attached Labor sheet)					
Force Account equipment \$1,943 20					
Force Account Materials Replaced 111 8 ft L x 25 ft W x 3 in D = 27 5 Cu Yd (38 5 Tn) = \$254 87 Replaced CMP 45 ft L x 48 in D = \$1,986 00					
TOTAL COST OF REPAIRS			\$4,879 91		
End of Scope of work					
Project Notes					

NOTE The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins Failure to report changes may jeopardize Federal and State funding
 DIRECT ADMINISTRATIVE COSTS The Sub recipient has chosen not to claim Direct Administrative Costs for this project

- HAZARD MITIGATION PROPOSAL Hazard Mitigation measures have been discussed with the applicant and a Hazard Mitigation Proposal (HMP) has not been included in this project worksheet
- RECORD RETENTION As described in 2 CFR 200 33 Sub-grantee must maintain all work-related records for a period of three (3) years from Sub-grantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs
- PERMITS Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds The applicant is responsible for obtaining all required permits prior to the commencement of work
- ENVIRONMENTAL AND HISTORIC PRESERVATION Applicant must comply with all applicable environmental and historic preservation laws Federal funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds
- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION) The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins Failure to report changes may jeopardize Federal and State funding In the case of a change in scope of work, the applicant should immediately notify Texas Department of Emergency Management prior to starting work
- INSURANCE REVIEW The applicant is aware that all projects are subject to an insurance review as stated in 44 C F R Sections 206 252 and 206 253 If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project Approval of this project may result in the applicant having to obtain/maintain insurance requirement The Sub grantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State
- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS Costs used to formulate this project were based on FEMA Cost Codes used to estimate work to be completed and owner documentation for completed work
- AUDIT STATEMENT All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost The applicant has been advised of responsibility to maintain supporting documentation (records) The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later
- 75% FEDERAL FUNDING In accordance with FEMA policy 9523 9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs
- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/19/2015 with the exception of requests for alternate or improved projects
- FEDERAL AID ROADS Project Specialist has validated that none of the sites in this project are listed on the Federal Functional Classification System as Major Collectors, Minor Arterials, Principal Arterials, or Interstate, receiving federal funding
- ROAD PROJECTS (Firmette Requirement) Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a Firmette If any work to repair the road requires work outside the original footprint a Firmette will be required
- SMALL PROJECTS, ANY CATEGORY For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg 121) FEMA does not perform final inspections on small projects, however, the state must certify compliance The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run) A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects

Current Version

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	\$ 695.84	\$ 695.84
2	9008	Equipment	1/LS	\$ 1,943.20	\$ 1,943.20
3	9009	Matenal	1/LS	\$ 2,240.87	\$ 2,240.87
		Direct Subgrantee Admin Cost			

4	9903	No Direct Administrative Costs	O/LS	\$ 0 00	\$ 0 00
				TOTAL COST	\$ 4,879 91
PREPARED BY Frank Yakich			TITLE PROJECT SPECIALIST	SIGNATURE	
APPLICANT REP FRANK PATTERSON			TITLE EMERGENCY MANAGEMENT COORDINATOR	SIGNATURE	

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02061					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements Acceptance of federal funding requires recipient to comply with all federal, state and local laws Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding	No	Recommended

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02061					
Conditions Information					
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
Insurance Review	Conditions (Grant Specific)	Stafford Act Sec. 312 , Duplication of Benefits	Steven A Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02061(0), McLennan County As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec 312 , Duplication of Benefits	Yes	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
6	Award Review	RENFRO GARY	06-22-2016 04:06 PM GMT	obligate PWs to support the June spend plan
5	Final Review	RENFRO GARY	06-18-2016 03:22 PM GMT	I agree with the reviews, ready to obligate. gary renfro 6/18/16
4	EHP Review	GRULICH GARY	06-10-2016 08:09 PM GMT	McClennan County, P.O. Box 2570, Waco, McClennan County, TX 76701, Category C: Roads and Bridges, 100% completed, Total Project Cost: \$4,879 91. Applicant utilized Force Account Labor (24 hrs), Force Account equipment (\$1,943 20), and Force Account materials to repair a damaged section of

Internal Comments				
No	Queue	User	Date/Time	Reviewer Comments
				<p>Rattlesnake Road (111.8 ft L x 25 ft W. x 3 in. D. = 27 5 CY) and replace, in-kind, a CMP culvert (45 ft L. x 48 in D., GPS: 31 475537, -96 962864, located 0.84 Mi. northwest of the intersection of W Frederick Rd., Waco, TX), restoring them to their pre-disaster condition, function, and capacity within the original footprint. The road repairs included. re-grading and shaping the roadway, and replacing Grade 2 base fill gravel material (38 41 T). No hazard mitigation project is proposed for this project.</p> <p>This project has been determined to be Statutorily Excluded from NEPA review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation Failure to comply with these conditions may jeopardize federal assistance including funding</p> <p>- srayl1 - 06/09/2016 20.45.54 GMT</p> <p>The scope of work for this project does not require U.S Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015 - srayl1 - 06/10/2016 15.41.48 GMT</p> <p>***COMMENT ABOVE IS VOID AND NO LONGER APPLICABLE*** - srayl1 - 06/10/2016 15 46 09 GMT</p> <p>The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files - srayl1 - 06/10/2016 15.57.20 GMT</p> <p>Per 44 CFR part 9 5(c)(13) project is exempt from wetlands review - srayl1 - 06/10/2016 19.49.44 GMT</p> <p>The scope of work for this project does not require U S Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015 - srayl1 - 06/10/2016 15.41.28 GMT</p> <p>Please add comment (<\$5000)</p> <p>Per 44 CFR part 9.5(c)(13) project is exempt from floodplain management review. - srayl1 - 06/10/2016 19:46.05 GMT</p> <p>Please add comment (\$5000)</p> <p>The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Item II; Section C.1.a, c of FEMA's Programmatic Agreement (PA) dated September 11, 2014 In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - srayl1 - 06/09/2016 20:54:02 GMT</p>
3	Insurance Review	GOODROAD STEVEN	06-08-2016 12:19 PM GMT	<p>Steven A. Goodroad, Insurance Reviewer, 6-08-2016, PA-06-TX-4223-PW-02061(0), McLennan County. The flood damaged facility for this Sub Grant Application (PW) is a 48 inch roadway culvert and supporting fill McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations No roadways are included in the schedule of insured property locations. As of the date of this review, McLennan County has NOT submitted a</p>

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received Reference Stafford Act Sec 312., Duplication of Benefits. Steven A. Goodroad, Insurance Reviewer, 6-08-2016
2	<u>Mitigation Review</u>	DAVIS DONALD	06-07-2016 12:27 PM GMT	06/07/2016 No mitigation has been identified, proposed or will be implemented by the applicant during repairs. Sites will be restore to pre-disaster condition No mitigation will be funded under the RP-9526 1 406 Mitigation D. Davis
1	<u>Initial Review</u>	LANSFORD VERNON	06-06-2016 03:43 PM GMT	6/6/2016: Recommend this PW be made Eligible. V Lansford/PACL

Go Back

FILED JUL 19 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcatz Bowen DEPUTY

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

June 28, 2016

The Honorable Scott Felton, County Judge
McLennan County
501 Washington Avenue
Waco, TX, 76701
DUNS Number 21619085
TINS Number 746002492
FIPS Number 309-99309-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds,
and Flooding

Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW02045
Project Title: MCL016C - Blue Bluff Road Bridge Damage
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency
Management (TDEM).

PA-06-TX-4223-PW02045						
Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	6/22/2016	\$50,933.89	75%	\$38,200.42	25%	\$12,733.47

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable
as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award
are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope
of the subaward, the ability to pay the state match and all grant terms and conditions
outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.



Designated Subrecipient Agent

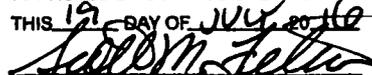
7-5-16

Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

RATIFICATION
APPROVED BY COMMISSIONERS COURT
THIS 19th DAY OF JULY 2016

COUNTY JUDGE

PA-06-TX-4223-PW-02045(0) <u>P</u>	
Applicant Name.	Application Title
MCLENNAN (COUNTY)	MCL016C - Blue Bluff Road Bridge Damage
Period of Performance Start:	Period of Performance End
05-29-2015	11-29-2016

Subgrant Application - Entire Application

Application Title: MCL016C - Blue Bluff Road Bridge Damage

Application Number: PA-06-TX-4223-PW-02045(0)

Application Type: Subgrant Application (PW)

Preparer Information

Prefix
 First Name JAMES
 Middle Initial
 Last Name JATKO
 Title Project Specialist
 Agency/Organization Name FEMA
 Address 1 800 North Loop 288
 Address 2
 City Denton
 State TX
 Zip 76209
 Email Christopher.Walsh@fema.dhs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix Mr
 First Name Frank
 Middle Initial
 Last Name Patterson
 Title Emergency Management Coordinator
 Agency/Organization McLennan County
 Address 1 501 Washington Ave
 Address 2
 City Waco
 State TX
 ZIP 76701
 Phone 254-750-5911

Fax
 Email frankp@wacotx.gov

Alternate Point of Contact Information

Prefix Mr.
 First Name Dustin
 Middle Initial
 Last Name Chapman
 Title County Administrator
 Agency/Organization McLennan County
 Address 1 501 Washington Ave
 Address 2
 City Waco
 State TX
 ZIP 76701
 Phone 254-757-5049
 Fax
 Email

Project Description

Disaster Number: 4223
 Pre-Application Number: PA-06-TX-4223-RPA-0431
 Applicant ID: 309-99309-00
 Applicant Name: MCLENNAN (COUNTY)
 Subdivision:
 Project Number: MCL016C
 Standard Project Number/Title: 399 - Road System Damage
 Please Indicate the Project Type: Neither Alternate nor Improved
 Application Title: MCL016C - Blue Bluff Road Bridge Damage
 Category: C.ROADS & BRIDGES
 Percentage Work Completed?: 0.0 %
 As of Date: 02-16-2016

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES JATKO	02-16-2016	Map	Location Map		20160212 - 4223-MCL016C - McLennan - Damage Location Maps pdf (293 53 kb)	View

Damage Facilities (Part 1 of 2)

Facility Number	Facility Name	Address	County	City	State	ZIP	Action
-----------------	---------------	---------	--------	------	-------	-----	--------

1 Blue Bluff Road Bridge Blue Bluff Road McLennan TX Site
Previously
Damaged?
No

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES JATKO	02-16-2016	Photos	Damage Photo Sheets		20160212 - 4223-MCL016C - McLennan - Damage Photo Sheets pdf(468 49 kb)	View
JAMES JATKO	02-16-2016	Additional Information	2014 TxDOT Bridge Inspection Report		20140227 - 4223-MCL016C - McLennan - TXDOT 2014 Bridge Inspection Rpt pdf (367 64 kb)	View
JAMES JATKO	02-16-2016	Drawings/Sketches	Sktech of Damages		20160211 - 4223-MCL016C - McLennan - Sketch of Damages.pdf(172.87 kb)	View
KENT ANDERSON	04-19-2016	Additional Information	TxDOT AUPs Statewide	none	AUP Statewide pdf(362.14 kb)	View

Facility Name	Blue Bluff Road Bridge
Address 1.	Blue Bluff Road
Address 2:	
County:	McLennan
City:	
State:	TX
ZIP:	
Was this site previously damaged?	No
Percentage Work Completed?	0.00 %
Location	PA-06-TX-4223-PW-02045(0) The damaged bridge is on Blue Bluff Road approximately 1.07 miles south of West Frederick Street (FM-1860) south of Waco, McLennan County, Texas - GPS Coordinates 31 43926, -96.98616
Damage Description and Dimensions:	PA-06-TX-4223-PW-02045(0). During the incident period, rising and rapid flowing floodwaters in an unnamed tributary to the Brazos River south of Waco, Texas caused serious damages to rip rap protecting the south abutment of the bridge on Blue Bluff Road: <ul style="list-style-type: none"> • Loss of large (24-inch diameter) stone rip rap approximately 53ft L x 32ft W x 2ft D = 3392CF/27 = 125 6CY • Scour of soil from under rip rap and channel bed and at southwest

	<p>abutment approximately 41ft L x 19ft W x 1 5ft D = 1168CF/27 = 43 3CY</p> <ul style="list-style-type: none"> • Circumferential cracking within 5ft of tops of the concrete abutment caissons at the south abutment (see photos) appeared after the event from waterborne debris There is one crack on the southeast caisson and two cracks on the southwest caisson. (See attached photos) • Damage to 4-inch x 8-inch timber plank retaining wall at south abutment approximately 22ft L x 7 67ft H = 168.75SF and loss of soil behind the wall The soil was removed through openings at the bottom and ends of the abutment wall
<p>Scope of Work:</p>	<p>PA-06-TX-4223-PW-02045(0) WORK TO BE COMPLETED WORK TO BE COMPLETED TxDOT prices used in the Estimate of Work to be Completed were average TxDOT prices localized for McLennan County that were competitively bided, and are inclusive of escalation factors, even though this is a small project The Subrecipient proposes to retain the services of a qualified bridge contractor through a bidding process to make the following repairs Permanent Repair Costs:</p> <ul style="list-style-type: none"> • Replace large (24-inch diameter) stone riprap approximately (53ft L x 32ft W x 2ft D)/ 27 = 125 6CY at \$126.46/CY (TxDOT Statewide Ave Low Bid Item 432 6035) = \$15,883.38. • Replace the lost soil under rip rap and in channel bed and at southwest abutment with approximately (41ft L x 19ft W x 1.5ft D)/27 = 43 3CY of embankment fill at \$50 00/CY (TxDOT Statewide Ave Low Bid Item 132 6022) = \$2,165 00 • Place concrete collars around circumferential cracking of 2 columns at \$1,187 50/EA (TxDOT Statewide Ave Low Bid Item 420 6071) = \$2,375.00. • Structural Excavation of road approach (10ft L x 24ft W x 10ft D)/ 27 = 88 89CY at \$26 86/CY (TxDOT Statewide Ave Low Bid Item 400 6004) = \$2,387 85 • Remove 4-inch x 8 -inch timber plank head wall at south abutment at \$1,000 00/EA (TxDOT Statewide Ave Low Bid Item 496 6002) = \$1,000 00 • Replace 4-inch x 8-inch timber plank retaining wall at south abutment approximately 22ft L x 8ft H = 168 75SF x 4-inches = 704 Board Feet (BF) at \$5 46/BF (TxDOT Statewide Ave Low Bid Item No 491 6001) = \$3,843.84. • Place Embankment Fill (Final, Density Controlled, Type C) 10ft L x 24ft W x 9ft D / 27 = 80 CY at \$50/CY (TxDOT Statewide Ave Low Bid Item 132 6022) = \$4,000 00 • Place Flexible Road Base 10ft L x 24ft W x 1ft D / 27 = 8 89CY at \$103 64/CY (TxDOT Statewide Ave Low Bid Item 247 6001) = \$922 40 <p>Subtotal Permanent Repair Costs = \$32,577.47</p> <p>Mobilization, traffic control, demobilization and small project management costs will also be included in the Project Cost Estimate (15% x \$32,577.47 = \$4,886.62)</p> <p>TOTAL ESTIMATED COST (WORK TO BE COMPLETED) = \$37,464 09</p> <p>DIRECT ADMINISTRATIVE COSTS (Estimated) – See Scope Note Below -- Labor (Salary and Benefits) – Estimated \$496.00 -- Travel – Estimated \$45 00 -- Supplies and Equipment – Estimated \$35 00 ----- - TOTAL ESTIMATED DAC = \$576 00</p> <p>COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used</p>

to formulate this project were based on Unit Costs provided by TxDOT Average Low Bid Unit Prices Statewide Running thru 3/31/16

WORK TO BE COMPLETED Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

DIRECT ADMINISTRATIVE COSTS: The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award Declining such costs does not exempt the Sub-recipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200 413

HAZARD MITIGATION PROPOSAL. Hazard Mitigation measures have been discussed with the applicant and the applicant is considering mitigation on this project at a later date. If a Hazard Mitigation Proposal (HMP) is added to the Project Worksheet (PW) an EHP review will be required prior to Final approval

PROCUREMENT The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required.

RECORD RETENTION. As described in 2 CFR 200 33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative to this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs

PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work

ENVIRONMENTAL AND HISTORIC PRESERVATION: Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits Noncompliance with this requirement may jeopardize the receipt of federal funds

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION). The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Texas Division of Emergency Management program representative prior to starting work.

INSURANCE REVIEW The Sub-recipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-recipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-recipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

AUDIT STATEMENT. All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Sub-recipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three (3) years from the date the last project was completed or from the date final payment was received, whichever is later.

75% FEDERAL FUNDING In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

By accepting this grant the Sub-recipient to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects.

SMALL PROJECTS, ANY CATEGORY. For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg 121). FEMA does not perform final inspections on small projects, however, the state must certify compliance. The Sub-recipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

Hazard Mitigation Proposal	
• Is effective mitigation feasible on this site?	Yes
If you answered Yes to the above question, the next question is required	
Will mitigation be performed on this site?	Yes
If you answered Yes to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	Yes
If you answered Yes to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	During the incident period, May 4, 2015 to June 22, 2015 the County of McLennan, Texas experienced severe storms, tornados, straight line winds and flooding which caused damage to county owned roads, bridges and low water crossings. During this incident period, rising and rapid flowing floodwaters in an unnamed tributary to the Brazos River south

of Waco, Texas caused serious damages to Rip Rap protecting the south abutment of the Blue Bluff Road Bridge, GPS (31.43926 / -96.98616). Damages to Rip Rap were a loss of 24 inch diameter stone washed downstream causing the southwest bridge abutment to be exposed to scour and wash-out Area of Rip Rap lost is (53FTL x 32FTW x 2FTD = 3392CF / 27 = 125.6CY

WORK TO BE COMPLETED- PRE-DISASTER
 Applicant proposes to replace the large 24 inch stone Rip Rap using a qualified bridge Contractor. 53FTL x 32FTW x 2FTD = 3392CF / 27 = 125.6CY x \$126.46CY = \$15,883.38 Repair in Kind Cost (TXDOT Statewide Avg low bid item 432-6035).

MITIGATION
 Applicant has requested the following mitigation to prevent or reduce future damage to Rip Rap, after repairs at the Southwest abutment from flooding in a similar event This HMP includes the following, to stabilize the Rip Rap and prevent the embankment from wash-out and continued flood repairs

1) Install Concrete Slurry to fill voids between boulders at repaired Rip Rap (53FTL x 32FTW x 2FTD = 3392CF / 27 = 125.6CY x 21% = 26.38CY) x \$369.98CY = \$9760.07 TXDOT 420-6076 Class E Concrete Seal Slab

2) Install Concrete Slurry to fill voids between boulders at undamaged Rip Rap on upstream side of southwest abutment, to further armor the approach to the repaired area (17FTL x 32FTW x 2FTD = 1088CF / 27 = 40.30CY x 21% = 8.47CY) x \$369.98CY = \$3133.73
 .TXDOT 420-6076 Class E Concrete Seal Slab

Total Mitigation Cost = \$9760.07 + \$3133.73 = \$12,893.80 / 15,883.38 = 81.18% < 100 %
 Applicant is responsible for obtaining all applicable permits and meeting all Federal and Local Regulations

This HMP is considered Cost Effective according to FEMA RP9526 1, Section VII B.2 and Appendix A.5, "Installation to Control Erosion " List, cost effective up to 100% of the repair in kind cost and does not exceed 100% of the project costs

If this HMP is approved and the mitigation is not performed, the Applicant must apply for a change in the scope of work and de-obligation of the HMP funding. Applicant refusal or failure to complete the work of the HMP and / or improved project may limit future funding of repairs at the site in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only and is subject to further review

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? Yes

Cost Estimates

Option(s) that apply to this facility:

Hazard Mitigation Proposal : \$12,893.80

#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate
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*** Version 0 ***

1	9999	Class E Concrete Seal Slab at repaired Rip Rap	26.38	CY	\$ 369.98	CONSTRUCTION	\$ 9,760.07
2	9999	Class E Concrete Seal Slab at existing Rip Rap	8.47	CY	\$ 369.98	CONSTRUCTION	\$ 3,133.73
Facility Level Cost Estimate Total: \$ 12,893.80							
GIS Coordinates							
Project Location			Latitude		Longitude		
1 07 miles south of West Frederick Street (FM-1860) south of Waco			31.43926		-96 98616		

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? No
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? Yes

If you would like to make any comments, please enter them below

(maximum 4000 characters)

The project is shown in Zone A on FIRM Map Panel No 48309C0600C dated September 26, 2008 - Firmette is attached

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? No
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)

Mitigation costs determined using TXDOT cost codes (Statewide average low bid)

6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? No
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES JATKO	02-16-2016	Floodplain	Firmette Showing Damage Location		20160212 - 4223-MCL016C - McLennan - Firmette pdf(380 42 kb)	View

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? Yes

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? Yes

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? Yes

If you answered Yes to the above question, the next two questions are required

During the incident period, May 4, 2015 to June 22, 2015 the County of McLennan, Texas experienced severe storms, tornados, straight line winds and flooding which caused damage to county owned roads, bridges and low water crossings. During this incident period, rising and rapid flowing floodwaters in an unnamed tributary to the Brazos River south of Waco, Texas caused serious damages to Rip Rap protecting the south abutment of the Blue Bluff Road Bridge, GPS (31.43926 / -96 98616) Damages to Rip Rap were a loss of 24 inch diameter stone washed downstream causing the southwest bridge abutment to be exposed to scour and wash-out. Area of Rip Rap lost is (53FTL x 32FTW x 2FTD = 3392CF / 27 = 125.6CY .

WORK TO BE COMPLETED- PRE-DISASTER Applicant proposes to replace the large 24 inch stone Rip Rap using a qualified bridge Contractor. 53FTL x 32FTW x 2FTD = 3392CF / 27 = 125.6CY x \$126 46CY = \$15,883 38 Repair in Kind Cost. (TXDOT Statewide Avg.low bid item 432-6035)

MITIGATION Applicant has requested the following mitigation to prevent or reduce future damage to Rip Rap, after repairs at the Southwest abutment from flooding in a similar event. This HMP includes the following, to stabilize the Rip Rap and prevent the embankment from wash-out and continued flood repairs. 1) Install Concrete Slurry to fill voids between boulders at repaired Rip Rap (53FTL x 32FTW x 2FTD = 3392CF /27 = 125 6CY x 21% = 26 38CY) x \$369 98CY = \$9760 07 TXDOT 420-6076 Class E Concrete Seal Slab 2) Install Concrete Slurry tofill voids between boulders at undamaged Rip Rap on upstream side of southwest abutment, to further armor theapproach to the repaired area (17FTL x 32FTW x 2FTD = 1088CF / 27 = 40.30CY x 21% = 8 47CY) x \$369 98CY = \$3133 73 TXDOT 420-6076 Class E Concrete Seal Slab

Please provide the Scope of Work for the estimate:

Total Mitigation Cost = \$9760.07 + \$3133 73 = \$12,893.38 / 15,883 38 = 81 18% < 100 % Applicant is responsible for obtaining all applicable permits and meeting all Federal and Local Regulations

This HMP is considered Cost Effective according to FEMA RP9526 1, Section VII B 2 and Appendix A.5, "Installation to Control Erosion " List, cost effective up to 100% of the repair in kind cost and does not exceed 100% of the project costs.

If this HMP is approved and the mitigation is not performed, the Applicant must apply for a change in the scope of work and de-obligation of the HMP funding. Applicant refusal or failure to complete the work of the HMP and / or improved project may limit future funding of repairs at the site in the event that a similar disaster event results in similar damage at the site This HMP is for estimating purposes only and is subject to further review.

Yes

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?

Hazard Mitigation Proposal - 0909									
#	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	9888	Site 1 Blue Bluff Road Bridge	1	LS	\$ 12,893.80			\$ 12,893.80	<input checked="" type="checkbox"/> Include
								Total Cost: \$ 12,893.80	View Sites

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
KIRK LENSGRAF	04-18-2016	Mitigation Proposal	Hazard Mitigation Proposal		Blue Bluff Rd HMP.xlsm(2 97 Mb)	View

Cost Estimate

Is this Project Worksheet for	
-------------------------------	--

(Preferred) Repair									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
Work To Be Completed									
1	<u>9001</u>	Contract	1	LS	\$ 37,464 09	CONTRACTUAL	Work To Be Completed	\$ 37,464 09	
Direct Subgrantee Admin Cost									
2	<u>9901</u>	Direct Administrative Costs (Subgrantee)	1	LS	\$ 576 00	INDIRECT CHARGES	Direct Subgrantee Admin Cost	\$ 576 00	
								Total Cost : \$ 38,040.09	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
								Total Cost : \$ 0.00	

Hazard Mitigation Proposal - 0909									
-----------------------------------	--	--	--	--	--	--	--	--	--

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
1	9888	Site 1 Blue Bluff Road Bridge	1	LS	\$ 12,893.80			\$ 12,893.80	<input checked="" type="checkbox"/> Include
Total Cost :								\$ 12,893.80	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments + Hazard Mitigation Proposal)	\$ 50,933.89
---	---------------------

Comments						
Attachments						
User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
JAMES JATKO	02-16-2016	Calculation Sheet	Estimated DAC Worksheet		20160216 - 4223-MCL016C - McLennan - Estimated DAC Worksheet pdf(65 81 kb)	View
JAMES JATKO	02-16-2016	Additional Information	OIG Report - Estimated DAC Appedix and Table		DHS-OIG Audit Report DD-12-19 - Estimated DAC - App C.pdf (54 46 kb)	View
JAMES JATKO	02-16-2016	Additional Information	TxDOT Statewide and Waco District Price Data		20160216 - 4223-MCL016C - McLennan - TxDOT Ave Low Bid Unit Prices pdf(1 19 Mb)	View
KENT ANDERSON	04-19-2016	Calculation Sheet	Cost spread sheet	none	MCL016C Blue Buff Road Calc docx pdf(15 21 kb)	View

Existing Insurance Information

Insurance Type	Policy No	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
General	TACRMP1550	\$ 158,586,607.00	\$ 16,001,186.00	\$ 174,587,793.00	\$ 0.00	0

Required Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
Flood	Not Required This PW		\$ 0.00	\$ 0.00	\$ 0.00	0

Comments
Steven A. Goodroad, Insurance Reviewer, 6-07-2016, PA-06-TX-4223-PW-02045(0), McLennan County: The flood damaged facility for this Sub Grant Application (PW) is a roadway bridge abutment McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations. No roadways are included in the schedule of insured property locations. As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary

recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec 312., Duplication of Benefits Steven A. Goodroad, Insurance Reviewer, 6-07-2016.

Attachments

Comments and Attachments		
Name of Section	Comment	Attachment
Project Description		20160212 - 4223-MCL016C - McLennan - Damage Location Maps pdf (02-16-2016)
		20160212 - 4223-MCL016C - McLennan - Damage Photo Sheets pdf (02-16-2016)
Damage Facilities		20140227 - 4223-MCL016C - McLennan - TXDOT 2014 Bridge Inspection Rpt pdf (02-16-2016)
		20160211 - 4223-MCL016C - McLennan - Sketch of Damages pdf (02-16-2016)
		AUP Statewide pdf (04-19-2016)
Special Considerations		20160212 - 4223-MCL016C - McLennan - Firmette pdf (02-16-2016)
Mitigation		Blue Bluff Rd HMP xlsm (04-18-2016)
Cost Estimate		20160216 - 4223-MCL016C - McLennan - Estimated DAC Worksheet pdf (02-16-2016)
		DHS-OIG Audit

Comments and Attachments

[Report DD-12-19 - Estimated DAC - App C pdf \(02-16-2016\)](#)

[20160216 - 4223-MCL016C - McLennan - TxDOT Ave Low Bid Unit Prices pdf \(02-16-2016\)](#)

[MCL016C Blue Buff Road Calc docx pdf \(04-19-2016\)](#)

Insurance Information

Steven A. Goodroad, Insurance Reviewer, 6-07-2016, PA-06-TX-4223-PW-02045(0), McLennan County: The flood damaged facility for this Sub Grant Application (PW) is a roadway bridge abutment McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations No roadways are included in the schedule of insured property locations As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received Reference Stafford Act Sec 312 , Duplication of Benefits Steven A Goodroad, Insurance Reviewer, 6-07-2016.

Form 90-91

[MCL016C 90-91 Signed 02045 \(4223\) pdf \(06-20-2016\)](#)

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-02045(2163)	06-22-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER	PROJECT NO	PA ID NO	DATE	CATEGORY
FEMA 4223 - DR -TX	MCL016C	309-99309-00	06-03-2016	C

APPLICANT MCLENNAN (COUNTY)		WORK COMPLETE AS OF 02-16-2016 0%	
Site 1 of 1			
DAMAGED FACILITY Blue Bluff Road Bridge		COUNTY McLennan	
LOCATION PA-06-TX-4223-PW-02045(0) The damaged bridge is on Blue Bluff Road approximately 1.07 miles south of West Frederick Street (FM-1860) south of Waco, McLennan County, Texas - GPS Coordinates 31 43926, -96 98616 Current Version		LATITUDE 31 43926	LONGITUDE -96 98616
DAMAGE DESCRIPTION AND DIMENSIONS PA-06-TX-4223-PW-02045(0) During the incident period, rising and rapid flowing floodwaters in an unnamed tributary to the Brazos River south of Waco, Texas caused serious damages to rip rap protecting the south abutment of the bridge on Blue Bluff Road <ul style="list-style-type: none"> Loss of large (24-inch diameter) stone rip rap approximately 53ft L x 32ft W x 2ft D = 3392CF/27 = 125 6CY Scour of soil from under rip rap and channel bed and at southwest abutment approximately 41ft L x 19ft W x 1 5ft D = 1168CF/27 = 43 3CY Circumferential cracking within 5ft of tops of the concrete abutment caissons at the south abutment (see photos) appeared after the event from waterborne debris. There is one crack on the southeast caisson and two cracks on the southwest caisson (See attached photos) Damage to 4-inch x 8-inch timber plank retaining wall at south abutment approximately 22ft L x 7 67ft H = 168 75SF and loss of soil behind the wall. The soil was removed through openings at the bottom and ends of the abutment wall Current Version			
SCOPE OF WORK PA-06-TX-4223-PW-02045(0) WORK TO BE COMPLETED TxDOT prices used in the Estimate of Work to be Completed were average TxDOT prices localized for McLennan County that were competitively bid, and are inclusive of escalation factors, even though this is a small project The Subrecipient proposes to retain the services of a qualified bridge contractor through a bidding process to make the following repairs Permanent Repair Costs <ul style="list-style-type: none"> Replace large (24-inch diameter) stone riprap approximately (53ft L x 32ft W x 2ft D) / 27 = 125 6CY at \$126 46/CY (TxDOT Statewide Ave Low Bid Item 432 6035) = \$15,883 38 Replace the lost soil under rip rap and in channel bed and at southwest abutment with approximately (41ft L x 19ft W x 1 5ft D)/27 = 43 3CY of embankment fill at \$50 00/CY (TxDOT Statewide Ave Low Bid Item 132 6022) = \$2,165 00 Place concrete collars around circumferential cracking of 2 columns at \$1,187 50/EA (TxDOT Statewide Ave Low Bid Item 420 6071) = \$2,375 00 Structural Excavation of road approach (10ft L x 24ft W x 10ft D) / 27 = 88 89CY at \$26 86/CY (TxDOT Statewide Ave Low Bid Item 400 6004) = \$2,387 85 Remove 4-inch x 8 -inch timber plank head wall at south abutment at \$1,000 00/EA (TxDOT Statewide Ave Low Bid Item 496 6002) = \$1,000 00 Replace 4-inch x 8-inch timber plank retaining wall at south abutment approximately 22ft L x 8ft H = 168 75SF x 4-inches = 704 Board Feet (BF) at \$5 46/BF (TxDOT Statewide Ave Low Bid Item No 491 6001) = \$3,843 84 Place Embankment Fill (Final, Density Controlled, Type C) 10ft L x 24ft W x 9ft D / 27 = 80 CY at \$50/CY (TxDOT Statewide Ave Low Bid Item 132 6022) = \$4,000 00 Place Flexible Road Base 10ft L x 24ft W x 1ft D / 27 = 8 89CY at \$103 64/CY (TxDOT Statewide Ave Low Bid Item 247 6001) = \$922 40 Subtotal Permanent Repair Costs = \$32,577 47 Mobilization, traffic control, demobilization and small project management costs will also be included in the Project Cost Estimate (15% x \$32,577 47 = \$4,886 62) TOTAL ESTIMATED COST (WORK TO BE COMPLETED) = \$37,464 09 DIRECT ADMINISTRATIVE COSTS (Estimated) – See Scope Note Below -- Labor (Salary and Benefits) – Estimated \$496 00 -- Travel – Estimated \$45 00 -- Supplies and Equipment – Estimated \$35 00 ----- TOTAL ESTIMATED DAC = \$576 00 COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS Costs used to formulate this project were based on Unit Costs provided by TxDOT Average Low Bid Unit Prices Statewide Running thru 3/31/16 WORK TO BE COMPLETED Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds DIRECT ADMINISTRATIVE COSTS The Sub-recipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Sub-recipient from maintaining records adequately and			

documenting the source and application of funds as required in 2 CFR 200 413

HAZARD MITIGATION PROPOSAL Hazard Mitigation measures have been discussed with the applicant and the applicant is considering mitigation on this project at a later date. If a Hazard Mitigation Proposal (HMP) is added to the Project Worksheet (PW) an EHP review will be required prior to Final approval

PROCUREMENT The Sub-recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Sub-recipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326

Any road being repaired to pre-disaster design, function, capacity that does not include a hazard mitigation proposal, will not require a FIRMette. If any work to repair the road requires work outside the original footprint a FIRMette will be required

RECORD RETENTION As described in 2 CFR 200 33 Sub-recipient must maintain all work-related records for a period of three (3) years from Sub-recipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs

PERMITS Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Sub-recipient is responsible for obtaining all required permits prior to the commencement of work

ENVIRONMENTAL AND HISTORIC PRESERVATION Sub-recipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION) The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant shall notify the Texas Division of Emergency Management program representative prior to starting work

INSURANCE REVIEW The Sub-recipient is aware that all projects are subject to an insurance review as stated in 44 C F R Sections 206 252 and 206 253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Sub-recipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Sub-recipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State

AUDIT STATEMENT All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The Sub-recipient has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later

75% FEDERAL FUNDING In accordance with FEMA policy 9523 9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs

By accepting this grant the Sub-recipient to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 thru 06/22/2015 with the exception of requests for alternate or improved projects

SMALL PROJECTS, ANY CATAGORY For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg 121). FEMA does not perform final inspections on small projects, however, the state must certify compliance. The Sub-recipient does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects

Current Version

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work To Be Completed			
1	9001	Contract	1/LS	\$ 37,464 09	\$ 37,464 09
		Direct Subgrantee Admin Cost			
2	9901		1/LS	\$ 576 00	\$ 576.00

		Direct Administrative Costs (Subgrantee)			
3	0909	Hazard Mitigation Proposal	1/LS	\$ 12,893 80	\$ 12,893 80
				TOTAL COST	\$ 50,933 89
PREPARED BY JAMES JATKO			TITLE Project Specialist	SIGNATURE	
APPLICANT REP Frank Patterson			TITLE Emergency Management Coordinator	SIGNATURE	

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02045					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review	Other (EHP)	Clean Water Act (CWA)	The applicant is responsible for coordinating with and obtaining any required Section 404 Permit (s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work The applicant must comply with all conditions of the required permit(s) All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders	No	Approved
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction,	No	Recommended

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02045					
Conditions Information					
			applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.		
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders	No	Recommended
EHP Review	Other (EHP)	Clean Water Act (CWA)	The applicant is responsible for coordinating with and obtaining any required Section 404 Permit (s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s) All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files	No	Recommended
Insurance Review	Conditions (Grant Specific)	Stafford Act Sec. 312., Duplication of Benefits	Steven A Goodroad, Insurance Reviewer, 6-07-2016, PA-06-TX-4223-PW-02045(0), McLennan County As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance. No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed	Yes	Recommended

MCLENNAN (COUNTY) : PA-06-TX-4223-PW-02045					
Conditions Information					
					In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec 312 , Duplication of Benefits

Internal Comments				
No	Queue	User	Date/Time	Reviewer Comments
6	Award Review	RENFRO GARY	06-22-2016 04.06 PM GMT	obligate PWs to support the June spend plan
5	<u>Final Review</u>	RENFRO GARY	06-18-2016 02 03 PM GMT	I agree with the reviews, ready for obligation gary renfro 06/18/16
4	EHP Review	GRULICH GARY	06-09-2016 09.14 PM GMT	<p>The scope of work for this project does not require U.S Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015 - dowens13 - 06/09/2016 17 47:41 GMT</p> <p>***COMMENT ABOVE IS VOID AND NO LONGER APPLICABLE***</p> <p>McLennan (County) – MCL016C - Blue Bluff Road Bridge Damage</p> <p>This project is for the repairs to the Blue Bluff Road bridge in McLennan County (31 43926, -96.98616) The Applicant will replace large (24-inch diameter) stone riprap approximately (125 6CY), replace the lost soil under rip rap and in channel bed and at southwest abutment with approximately 43.3CY of embankment fill, place concrete collars around circumferential cracking of 2 columns, structural excavation of road approach (88 89CY), remove 4inch x 8inch timber plank head wall at south abutment, replace 4-inch x 8-inch timber plank retaining wall at south abutment approximately 704 Board Feet, place embankment fill (80 CY), and place flexible road base (8 89CY). Mitigation measures include installing concrete slurry to fill voids between boulders at repaired rip rap (26.38CY) and at undamaged rip rap on upstream side of southwest abutment, to further armor the approach to the repaired area (8 47CY).</p> <p>This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with 44 CFR Part 10 8(d)(2)(xv) and Part 10 8(d)(2)(xvi). Particular attention should be given to the project conditions before and</p>

Internal Comments				
No	Queue	User	Date/Time	Reviewer Comments
				<p>during project implementation Failure to comply with these conditions may jeopardize federal assistance including funding</p> <p>- dowens13 - 06/09/2016 18:57:58 GMT</p> <p>A review of the National Wetland Inventory (NWI) online mapper, accessed on June 9, 2016, for the site indicates that the area is not located within nor does it affect a designated wetland - dowens13 - 06/09/2016 18:53:08 GMT</p> <p>The scope of work for this project does not require U.S Fish and Wildlife Service (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - dowens13 - 06/09/2016 18:49:05 GMT</p> <p>The project is located within an "A" zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel number, dated Month, Day, Year Initial Disaster Public Notice was published on Month, Day, Year. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss 8-step checklist attached. - dowens13 - 06/09/2016 16:41:14 GMT</p> <p>The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances I C.1 f, II A 2 a, II C.1 a, and II C 2 b of FEMA's Programmatic Agreement (PA) dated September 11, 2014 In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria - dowens13 - 06/09/2016 16:10:40 GMT</p>
3	Insurance Review	GOODROAD STEVEN	06-07-2016 09:39 PM GMT	<p>Steven A Goodroad, Insurance Reviewer, 6-07-2016, PA-06-TX-4223-PW-02045(0), McLennan County: The flood damaged facility for this Sub Grant Application (PW) is a roadway bridge abutment McLennan County has a TACRMP property insurance pool policy that provides property damage coverage at specific scheduled locations. No roadways are included in the schedule of insured property locations. As of the date of this review, McLennan County has NOT submitted a complete copy of their insurance pool policy Declarations of coverage. Roadway elements do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) and are not readily included real property covered through commercially available property insurance No insurance proceeds are anticipated and no requirement to obtain and maintain insurance for this roadway is required or imposed. In the event any of the eligible PW costs are later found to be covered by other insurance or other grant funding sources, a duplication of benefits will occur. The Applicant must notify Grantee and FEMA of any monetary recoveries and the Sub-Grant amount must be reduced by the actual amount of proceeds received. Reference Stafford Act Sec. 312 , Duplication of Benefits. Steven A Goodroad, Insurance Reviewer, 6-07-2016.</p>
2	Mitigation Review	DAVIS DONALD	06-03-2016 04:00 PM GMT	<p>6/03/2016 Since the Mitigation Cost = \$9760 07 + \$3133.73 = \$12,893 38 / 15,883 38 = 81 18% < 100 %, this HMP is considered Cost Effective according to FEMA RP 9526 1, Section VII B 2 and Appendix A 5, 406 Mitigation, D Davis</p>
1	Initial Review	LANSFORD VERNON	06-03-2016 12:33 PM GMT	<p>6/23/2016 Recommend this PW be made Eligible. V. Lansford/PACL</p>

Internal Comments				
No	Queue	User	Date/Time	Reviewer Comments

Go Back

FILED: JUL 19 2016

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

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
 4. DPS/TDEM requests such refund.
- D. **Performance Period.** The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.
- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
- Public Law 93-288, as amended (Stafford Act)
 - 44 CFR, Emergency Management and Assistance
 - Disaster Mitigation Act of 2000
 - OMB Regulations 2 CFR, Grant and Agreements
 - Executive Order 11988, Floodplain Management
 - Executive Order 11990, Protection of Wetlands
 - Executive Order 12372, Intergovernmental Review of Programs and Activities
 - Executive Order 12549, Debarment and Suspension
 - Executive Order 12612, Federalism
 - Executive Order 12699, Seismic Design
 - Executive Order 12898, Environmental Justice
 - Coastal Barrier Resources Act, Public Law 97-348
 - Single Audit Act, Public Law 98-502
 - Sandy Recovery Improvement Act publications
 - 16 U.S.C. § 470, National Historic Preservation Act
 - 16 U.S.C. § 1531, Endangered Species Act References
 - FEMA program publications, guidance and policies
- F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
and the program State Administrative Plan, available at:
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. Restrictions and General Conditions.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting.**

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost and percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for purchases over \$3000.

Must negotiate **profit as a separate element** where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. **Retention of Records.** Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. **Access to Records.** Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. **Modification.** FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- M Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if.

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will 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 and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient

- 1 Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant
- 2 Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain
- 4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F)
- 6 Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made, and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application
- 7 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 8 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- 9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements
- 10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more
- 11 Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.), (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters, (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205)
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system
- 13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.)
- 14 Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B), prisoners (Subpart C), and children (Subpart D). See also state and local law for research using autopsy materials
- 15 Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals
- 16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
- 17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations"
- 18 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient

- 1 Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant
- 2 Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant
- 4 Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications
- 5 Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State
- 6 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 7 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain
- 8 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900, Subpart F)
- 9 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
- 10 Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681 1683, and 1685-1686 and 44 C F R Part 19), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made, and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement
- 11 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 12 Will comply with the provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- 13 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327- 333) regarding labor standards for federally-assisted construction sub-agreements
- 14 Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more
- 15 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91- 190) as amended by 42 U S C 4311 et seq and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) comply with the Clean Air Act of 1977, (42 U S C §§7401 et seq and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters, (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)
- 16 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system
- 17 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)
- 18 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133 (now OMB 2 C F R 200 500), "Audits of States, Local Governments, and Non-Profit Organizations "
- 19 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief

- A No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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 or 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 of Lobbying Activities, in accordance with its instructions
- C The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure
- D As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C F R Part 67, for prospective participants in primary covered transactions, as defined at 28 C F R Part 67, Section 67 510 (Federal Certification), the Subrecipient certifies that it and its principals and vendors
- 1 Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency Subrecipient can access debarment information by going to [www sam gov](http://www.sam.gov) and the State Debarred Vendor List at [www window state tx us/procurement/prog/vendor performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred)
 - 2 Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
 - 3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification,
 - 4 Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default, or
 - 5 Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant (Federal Certification)
- E Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds
- F Subrecipient will comply with 2 C F R Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier
- G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U S C §701 et seq , which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out Also, places where work is being performed under the award (i e , street address, city, state, and zip code) must be maintained on file Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace For additional information, see 44 C F R Part 17 Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace
- H Subrecipient is not delinquent on any Federal debt Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance
- I Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant
- J Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient

- 1 Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- 2 Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
- 3 Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- 4 Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- 5 Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- 6 Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
- 7 Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _ 36 for additional guidance on contract provisions).
- 8 Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
- 9 Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P L 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities; 44 U S C §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U S C §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P L 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
- 10 Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U S C. §§276a to 276a-7), the Copeland Act (40 U S C §276c and 18 U S C §874), and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333), regarding labor standards for federally assisted construction subagreements.
- 11 Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P L 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12 Shall comply with the provisions of the Hatch Political Activity Act (5 U S C §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13 Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
- 14 Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

- 15 Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234 Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards
- 16 Shall comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93-205)
- 17 Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system
- 18 Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq.)
- 19 Shall comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals
- 20 Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures
- 21 Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children
- 22 Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms
- 23 Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program
- 24 And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224 Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>
- 25 Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann , Sec 85 001, et seq

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient

- 1 shall assess its federally funded projects for potential impact to environmental resources and historic properties
- 2 shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact
- 3 shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects
- 4 as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances
- 5 shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings
- 6 shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed
- 7 if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.
5. A cost overrun appeal on small (\$120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.
9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.
10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
11. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project

1 Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations

OR

2 Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project

FILED: JUL 19 2016

The Court went to item L. 7. b. Authorization re: Burn Ban in the Unincorporated Areas of McLennan County.

**ORDER OF THE MCLENNAN COUNTY COMMISSIONERS COURT
PROHIBITING THE OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF
MCLENNAN COUNTY**

On this 19th day of July, 2016, in response to concerns expressed by local landowners and citizens in the unincorporated areas of McLennan County came before the Court consideration of an Order Prohibiting Outdoor Burning in the Unincorporated Areas of McLennan County, Texas.

WHEREAS, local weather forecasts indicate that these dry, windy conditions are projected to continue, with no reasonable expectation of significant, appreciable rainfall expected in the near future;

WHEREAS, after a review of local information relative to drought conditions including information provided by the National Weather Service, the Texas Forest Service's Keetch-Byram Drought Index and various individuals who have knowledge of the current dry conditions in the unincorporated areas, the Court makes the finding that circumstances exist in the unincorporated areas of McLennan County that create a public safety hazard that would be exacerbated by outdoor burning and that McLennan County meets the drought criteria necessary to prohibit outdoor burning in all unincorporated areas of McLennan County, as per the provision of the Local Government Code 352.081;

NOW, THEREFORE, and after due consideration of same, **THE COMMISSIONERS COURT OF MCLENNAN COUNTY HEREBY ADOPTS THE FOLLOWING ORDER**, to be effective immediately upon the passage of this order, and continuing until the earlier of: 90 days from this date; or the date Commissioners Court or County Judge, by official action, terminates this Order or the date the Texas Forest Service determines that drought conditions no longer exist in McLennan County:

**ORDER PROHIBITING OUTDOOR BURNING
IN THE UNINCORPORATED AREAS OF MCLENNAN COUNTY**

- A. Effective immediately, *outdoor burning is prohibited in all unincorporated areas of McLennan County, Texas*, in accordance with the provisions of the Local Government Code 352.081.

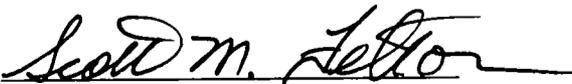
For purposes of this Order, the term "Outdoor Burning" means:

1. All outdoor fires, including fires contained in a container or semi-enclosure, such as a barrel or hopper. (It does not include grills, barbeques, or smokers which are used to cook food and are fully covered and attended). Open grills, barbeques or smokers are prohibited; AND
2. The use of welders or cutting torches is prohibited unless the user has on hand adequate fire suppression equipment & personnel, specifically, this must include, as a minimum:
 - a) a 2A-20BC fire extinguisher, kept within 30 feet of any outdoor welding activity; AND
 - b) an individual to serve as a "fire monitor" during all welding activities with the monitor remaining on the scene for a minimum of 30 minutes after cessation of any outdoor welding activity.

This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meets the standards of Section 153.047, Natural Resources Code.

- B. In accordance with Local Government Code Section 352.081(h), a person commits an offense in the person violates the prohibition established by this Order. An offense under this Order, is a Class C Misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED upon motion duly made, seconded, and passed by unanimous vote this 19th day of July, 2016, by the **MCLENNAN COUNTY COMMISSIONERS COURT**.


Scott M. Felton, County Judge

J. A. "Andy" Harwell, County Clerk

by: 
Myrce'ez Gowen Deputy

FILED. JUL 19 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrce'ez Gowen DEPUTY

The Court went back to item K. 1. Authorization of Award Recommendation regarding Bid 16-015: Gasoline and Diesel Fuel for McLennan County.

AGENDA: JULY 19, 2016

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

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

1. Authorization of Award Recommendation regarding Bid 16-015: **Approved**
Gasoline and Diesel Fuel for McLennan County *(See after L. 7. b.)*

CD-395, 11:01

ORDER APPROVING:

AUTHORIZATION OF AWARD RECOMMENDATION

**RE: BID 16-015: GASOLINE AND DIESEL
FUEL FOR MCLENNAN COUNTY**

On this the 19 day of July, 2016, came on for consideration the matter of Authorization of Award Recommendation regarding **Bid 16-015: Gasoline and Diesel Fuel for McLennan County**. Purchasing Director Ken Bass explained the recommendation. After discussion, Commissioner Perry made a motion to accept the recommendation of the Purchasing Agent and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was County Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said **Bid 16-015: Gasoline and Diesel Fuel for McLennan County** be, and the same is hereby, approved per recommendation by unanimous vote.

Recommendation

Court Date	Originating Department	Recommendation By	Reference Number
07/19/16	Pcts/Co Shop	Ken Bass	Bid 16-015

Background:

- Bid 16-015, Gasoline and Diesel Fuel for McLennan County
- Bid First Advertised on June 24, 2016
- Bids Due and Bid Opening on July 11, 2016
- Recommendation to Court 7/19/2016

Respondents:

		Transport Del.	Bobtail Del.
Fikes Wholesale, Inc. Temple, TX 76503	Pct. 1	\$ 62,497.76 - Dies	NB
	Pct. 2	\$ 63,098.70 - Dies	NB
	Pct. 3	\$ 34,554.05 - Dies	NB
	Pct. 4	\$ 42,882.53 - Dies	NB
	MOE	\$ 10,889.21 - Gas	NB

Total \$ 213,922.25

Note: Only bid transport loads of diesel.

Gold Star Petroleum, Inc. Spring, TX 77391	Pct. 1	\$ 63,926.72 - Dies	11,755.64 - Dies 4,807.40 - Gas
	Pct. 2		66,721.20 - Dies 9,800.40 - Gas
	Pct. 3	\$ 35,433.80 - Dies	11,158.70 - Dies 21,943.84 - Gas
	Pct. 4	\$ 43,975.50 - Dies	11,955.75 - Dies 7,512.60 - Gas
	MOE		11,404.80 - Gas

Total \$ 300,396.35

Note: Bid both transport and bobtail loads.

Petroleum Traders Corporation Fort Wayne, IN 46804	Pct. 1	\$ 63,215.36	NB
	Pct. 2		NB
	Pct. 3	\$ 35,008.30 - Dies	NB
	Pct. 4	\$ 43,379.85 - Dies	NB
	MOE		NB

Total \$ 141,603.51

Note: Only bid transport loads of diesel.

Lykins Energy Solutions Milford, OH 45150	Pct. 1	\$ 62,358.40	NB
	Pct. 2		NB
	Pct. 3	\$ 34,557.50	NB
	Pct. 4	\$ 42,852.60	NB
	MOE		NB

Total \$ 139,768.50

Note: Only bid transport loads of diesel.

Brenco Marketing Corp. Bryan, TX 77805-3819	Pct. 1	\$ 62,620.48 – Dies	12,757.60 - Dies 3,472.00 - Gas
	Pct. 2		72,408.00 - Dies 6,944.00 - Gas
	Pct. 3	\$ 34,621.90 – Dies	12,068.00 - Dies 15,450.40 - Gas
	Pct. 4	\$ 43,092.00 – Dies	12,930.00 – Dies 5,208.00 - Gas
	MOE		12,499.20 - Gas

Total \$ 294,071.58

Note: Bid both transport and bobtail loads.

Sun Coast Resources, Inc. Houston, TX 77026	Pct. 1	\$ 62,308.48 – Dies	15,640.64 - Dies 4,220.00 - Gas
	Pct. 2		64,537.20 – Dies 8,466.40 - Gas
	Pct. 3	\$ 34,350.50	14,841.40 – Dies 18,837.74 - Gas
	Pct. 4	\$ 42,818.40	15,901.50 – Dies 6,349.80 - Gas
	MOE		11,639.52 - Gas

Total \$ 299,911.58

Note: Bid both transport and bobtail loads.

Hopkins Oil Co. Crawford, TX 76638	Pct. 1	\$ 67,100.80	12,306.20 - Dies 3,422.00 - Gas
	Pct. 2		69,846.00 – Dies 6,844.00 - Gas
	Pct. 3	\$ 37,099.00	11,641.00 – Dies 15,227.90 - Gas
	Pct. 4	\$ 45,970.50	12,472.50 - Dies 5,133.00 - Gas
	MOE		12,319.20 - Gas

Total \$ 299,382.10

Note: Bid both transport and bobtail loads.

Recommendation:

We recommend that McLennan County **grant the award** for Gasoline and Diesel Fuel for McLennan County Departments in the following manner:

Lykins Energy Solutions – Transport Loads – Diesel for Pct. 1

Gold Star Petroleum – Bobtail Loads – Diesel – Pct. 1, Pct. 3 & Pct. 4

Fikes Wholesale, Inc. – Transport Loads – Diesel to Pct. 3 & Pct. 4
Bobtail Loads – Diesel to Pct. 2
Bobtail Loads - Gas to Maintenance of Equipment

Hopkins Oil – Bobtail Loads – Gasoline – Pct. 1, Pct. 2, Pct. 3 and Pct. 4

Note: We use the constant to determine low bid.

Why:

Lykins Energy Solutions submitted the low bid for Transport Loads of Diesel to Pct. 1

Gold Star Petroleum submitted the low bid for Bobtail Loads of Diesel to Pct. 1, Pct. 3 & Pct. 4

Fikes Wholesale, Inc. submitted the low bid for Transport Loads of Diesel to Pct. 3 & Pct. 4,
Bobtail Loads of Diesel to Pct. 2 and Bobtail Loads of Gasoline to MOE

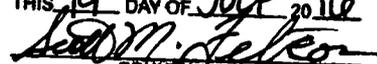
Hopkins Oil submitted the low bid for Bobtail Loads of Gasoline to Pct. 1, Pct. 2, Pct. 3 and Pct. 4

Term of Contract:

August 1, 2016 thru July 31, 2017

Reviewed by:



RECOMMENDATION
APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016

COUNTY JUDGE

Tabulation Sheet
 Bid 16-015, Gasoline and Diesel Fuel for McLennan County

Department	Qty Gal	Fikes Wholesale, Inc.		Gold Star Petro.		Petroleum Traders	
		Constant	Sell Price	Constant	Sell Price	Constant	Sell Price
Precinct 1							
Diesel – Transport	41,600	.0052	1.50235	.0525	1.5367	.0456	1.5196
Diesel – Bobtail	7,400	NB	NB	.1044	1.5886	NB	NB
Gasoline – 87 Oct	2,000	NB	NB	.8967	2.4037	NB	NB
Precinct 2							
Diesel – Bobtail	42,000	.0052	1.50235	.1044	1.5886	NB	NB
Gasoline – 87 Oct	4,000	NB	NB	.9431	2.4501	NB	NB
Precinct 3							
Diesel – Transport	23,000	.0052	1.50235	.0564	1.5406	.0481	1.5221
Diesel – Bobtail	7,000	NB	NB	.1099	1.5941	NB	NB
Gasoline – 87 Oct	8,900	NB	NB	.9586	2.4656	NB	NB
Precinct 4							
Diesel – Transport	28,500	.0052	1.50465	.0588	1.5430	.0481	1.5221
Diesel – Bobtail	7,500	NB	NB	.1099	1.5941	NB	NB
Gasoline – 87 Oct	3,000	NB	NB	.9972	2.5042	NB	NB
Maint of Equipment							
Gasoline – 87 Oct	7,200	.0052	1.51239	.0770	1.5840	NB	NB
Bobtail							

Department	Qty Gal	Lykins Energy Sol.		Brenco Marketing		Sun Coast Resources	
		Constant	Sell Price	Constant	Sell Price	Constant	Sell Price
Precinct 1							
Diesel – Transport	41,600	.0039	1.499	.0313	1.5053	.0442	1.4978
Diesel – Bobtail	7,400	NB	NB	.2500	1.7240	.6600	2.1136
Gasoline – 87 Oct	2,000	NB	NB	.2500	1.7360	.6600	2.1100
Precinct 2							
Diesel – Bobtail	42,000	NB	NB	.2500	1.7240	.0830	1.5366
Gasoline – 87 Oct	4,000	NB	NB	.2500	1.7360	.6666	2.1166
Precinct 3							
Diesel – Transport	23,000	.0074	1.5025	.0313	1.5053	.0399	1.4935
Diesel – Bobtail	7,000	NB	NB	.2500	1.7240	.6666	2.1202
Gasoline – 87 Oct	8,900	NB	NB	.2500	1.7360	.6666	2.1166
Precinct 4							
Diesel – Transport	28,500	.0085	1.5036	.0380	1.5120	.0488	1.5024
Diesel – Bobtail	7,500	NB	NB	.2500	1.7240	.6666	2.1202
Gasoline – 87 Oct	3,000	NB	NB	.2500	1.7360	.6666	2.1166
Maint of Equipment							
Gasoline – 87 Oct	7,200	NB	NB	.2500	1.7360	.1666	1.6166
Bobtail							

Department	Qty Gal	Hopkins Oil					
		Constant	Sell Price				
Precinct 1							
Diesel – Transport	41,600	.1000	1.6130				
Diesel – Bobtail	7,400	.1500	1.6630				
Gasoline – 87 Oct	2,000	.2000	1.7110				
Precinct 2							
Diesel – Bobtail	42,000	.1500	1.6630				
Gasoline – 87 Oct	4,000	.2000	1.7110				
Precinct 3							
Diesel – Transport	23,000	.1000	1.6130				
Diesel – Bobtail	7,000	.1500	1.6630				
Gasoline – 87 Oct	8,900	.2000	1.7110				
Precinct 4							
Diesel – Transport	28,500	.1000	1.6130				
Diesel – Bobtail	7,500	.1500	1.6630				
Gasoline – 87 Oct	3,000	.2000	1.7110				
Maint of Equipment							
Gasoline – 87 Oct	7,200	.2000	1.7110				
Bobtail							

History

Bid 15-014, Gasoline and Diesel Fuel for McLennan County

Department	Qty Gal	Petroleum Traders		Mansfield Oil Co.		Sun Coast Resources	
		Constant	Sell Price	Constant	Sell Price	Constant	Sell Price
Precinct 1							
Diesel – Transport	41,600	.0212	1.9103	.0301	1.9192	.0485	1.8515
Diesel – Bobtail	7,400	NB	NB	.0945	1.9836	.5555	2.3585
Gasoline – 87 Oct	2,000	NB	NB	.4942	2.4119	.5555	2.4195
Precinct 2							
Diesel – Bobtail	42,000	NB	NB	.2383	2.1274	.1057	1.9087
Gasoline – 87 Oct	4,000	NB	NB	.5275	2.4452	.6111	2.4751
Precinct 3							
Diesel – Transport	23,000	.0257	1.9148	.0276	1.9167	.0485	1.8515
Diesel – Bobtail	7,000	NB	NB	.0873	1.9764	.5555	2.3585
Gasoline – 87 Oct	8,900	NB	NB	.3765	2.2942	.5555	2.4195
Precinct 4							
Diesel – Transport	28,500	.0248	1.9139	.0329	1.9220	.0585	1.8615
Diesel – Bobtail	7,500	NB	NB	.1026	1.9917	.5555	2.3585
Gasoline – 87 Oct	3,000	NB	NB	.3990	2.3167	.4100	2.2740
County Garage							
Diesel – Bobtail	200	NB	NB	NB	NB	NB	NB
Gasoline - Bobtail	1,200	NB	NB	NB	NB	NB	NB
Sheriff's Dept.							
Gasoline – Transp							
87 Octane	120,000	-.0184	1.8993	-.0090	1.9087	.0485	1.9125
89 Octane	120,000	-.0020	2.0174	.0057	2.0251	.0485	2.0145

Department	Qty Gal	Brenco Marketing		SC Fuels		Gold Star Petroleum	
		Constant	Sell Price	Constant	Sell Price	Constant	Sell Price
Precinct 1							
Diesel – Transport	41,600	.0145	1.9259	.06025	1.86325	.0044	1.8801
Diesel – Bobtail	7,400	.2000	2.1114	NB	NB	.1044	1.9801
Gasoline – 87 Oct	2,000	.2000	2.1327	NB	NB	.9616	2.8652
Precinct 2							
Diesel – Bobtail	42,000	.2000	2.1114	NB	NB	.1044	1.9801
Gasoline – 87 Oct	4,000	.2000	2.1327	NB	NB	.9616	2.8652
Precinct 3							
Diesel – Transport	23,000	.0145	1.9259	.06835	1.87135	.0144	1.8901
Diesel – Bobtail	7,000	.2000	2.1114	NB	NB	.1244	2.0001
Gasoline – 87 Oct	8,900	.2000	2.1327	NB	NB	1.0971	3.0007
Precinct 4							
Diesel – Transport	28,500	.0235	1.9349	.06835	1.87135	.0144	1.8901
Diesel – Bobtail	7,500	.2500	2.1614	NB	NB	.1244	2.0001
Gasoline – 87 Oct	3,000	.2500	2.1827	NB	NB	1.0971	3.0007
County Garage							
Diesel – Bobtail	200	NB	NB	NB	NB	NB	NB
Gasoline - Bobtail	1,200	NB	NB	NB	NB	NB	NB
Sheriff's Dept.							
Gasoline – Transp							
87 Octane	120,000	.006	1.9385	.04878	1.91278	.0488	1.9524
89 Octane	120,000	.006	2.0347	.04878	2.01478	.1207	2.1244
Department	Qty Gal	Johnson Oil		Hopkins Oil		Constant	Sell Price
		Constant	Sell Price	Constant	Sell Price		
Precinct 1							
Diesel – Transport	41,600	.0405	1.8435	.0850	1.8955		
Diesel – Bobtail	7,400	.1700	1.9730	.1150	1.9255		
Gasoline – 87 Oct	2,000	.1700	2.0340	.1150	2.0290		
Precinct 2							
Diesel – Bobtail	42,000	.1100	1.9130	.1150	1.9255		
Gasoline – 87 Oct	4,000	.1300	1.9940	.1150	2.0290		
Precinct 3							
Diesel – Transport	23,000	.0405	1.8435	.0850	1.8955		
Diesel – Bobtail	7,000	.1700	1.9730	.1150	1.9255		
Gasoline – 87 Oct	8,900	.1700	2.0340	.1150	2.0290		
Precinct 4							
Diesel – Transport	28,500	.0437	1.8467	.0850	1.8955		
Diesel – Bobtail	7,500	.1800	1.9830	.1150	1.9255		
Gasoline – 87 Oct	3,000	.1800	2.0440	.1150	2.0290		
County Garage							
Diesel – Bobtail	200	NB	NB	NB	NB		
Gasoline - Bobtail	1,200	NB	NB	NB	NB		
Sheriff's Dept.							
Gasoline – Transp							
87 Octane	120,000	.0260	1.8900	.0850	1.9990		
89 Octane	120,000	.0260	1.9920	.0850	2.1010		

*Petroleum Traders can offer a negative constant due to they can purchase fuel cheaper than the OPIS average.

Transport loads shall be considered a minimum of 5,000 gallons delivered to one location.

All other orders are considered bobtail loads.

FILED: JUL 19 2016

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

AGENDA: JULY 19, 2016

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

L. CONSENT AGENDA ITEMS:

1. ***Reading/Approval of Previous Meeting Minutes; Acceptance of Amendments / Supplements / Corrections; Recording into the Court Minutes of Previously Approved Documents, Items Not Requiring Court Action, HB 914 Conflict Disclosure Statements, as applicable*** **Approved**

2. ***Financial Obligations of McLennan County:***
 - a. ***Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since Last Authorization*** **Approved**

 - b. ***County Treasurer: Interest / Investment Reports / Authorizations / Recording of McLennan County Investment Policy / Acknowledgment Forms / Pooled Cash Account Balance Reports*** **Approved**

3. ***Human Resources / Salary Matters: Benefits / Status Forms / Revisions to Salary Schedules; Authorizations Regarding Human Resources Issues / Revisions to Human Resources Policies; Compensation / Classification Issues / Personnel Reviews / Reclassifications, Administrative Guidelines; Consultant Reports, Recommendations, Job Descriptions / Postings / Approvals Necessary for Statutory or Constitutional Qualifications / Acceptance of Resignations of Appointed or Elected Department Heads***
 - a. ***Authorization of Job Title and Pay Grade Changes for Various Departments relative to FLSA Audit*** **Pulled**

4. ***Authorizations / Ratifications Re: RFPs / RFQ's / Bids / Advertisements / Publications / Public Notices / Sole Source Determinations / Surplus / Scrap Property Determinations / Recording of Legal Notifications*** **None**

5. ***Travel and/or Education Requests / Ratifications:*** **None**

6. ***Acceptance / Non Acceptance of Officials / County Department Head / Staff / Organization Reports / Updates; Policy Recommendations; Reports relative to County Contracts / Agreements / Programs; Recording of Educational or Insurance Certificates / Awards / Bonds / Recording of Conflict Disclosure Statements, Presentations to the Court***
 - a. ***Greater Waco Chamber of Commerce: Monthly Economic Development Report, May 2016*** **Pulled**

 - b. ***McLennan County Insurance Safety Committee: Recording of Meeting Minutes*** **Approved**

 - c. ***Tax Assessor / Collector: Recording of Detailed Deposit Distribution Reports, June 2016*** **Approved**

 - d. ***Tax Increment Reinvestment Zone Number One East, City of Lorena and McLennan County 381 Area: Recording of Semi-Annual, Report, January – June 2016*** **Approved**

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 **Pulled**
 - c. Regarding Americans with Disabilities Act Compliance Project:
 - 1) Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for June) **Approved**
 - d. Regarding the November 8, 2016 Joint General Election: Approval of Election Judges / Alternate Appointments for Election Day; Election Day Vote Centers; Early Voting Workers / Dates, Times, and Locations; Central Counting Station Workers; and Early Voting Ballot Board / Signature Verification Committee Members **Pulled**
 - e. Discussion and/or Action regarding the Transfer of McLennan County Phone System Responsibilities **Pulled**
 - f. Regarding the McLennan County Spaceport Development Corporation: Authorization of Board of Director Appointment **Approved**
 - g. Regarding the McLennan County Historical Commission: Authorization of Commission Appointments **Approved**

CD-395, 11:03

ORDER APPROVING CONSENT AGENDA ITEMS

On this 19 day of July, 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. and L. 7. e. Commissioner Perry made a motion to approve (the consent agenda items with the exemption of L. 3. a. and L. 7. e.) and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Consent Agenda Items be, and the same are hereby, approved by unanimous vote.

Recording of Authorization of Interlocal Cooperation Agreement: City of Waco (Re: Brazos River Basin Study) approved by Order on May 16, 2016 and recorded on Page 11 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016

David M. Hollar
COUNTY JUDGE

FOR
RECORDING

STATE OF TEXAS §
 §
COUNTY OF McLENNAN §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the City of Waco, Texas (“City”) and McLennan County (“County”), acting by and through their authorized representatives, and hereinafter referred to jointly as “Parties.”

RECITALS

Whereas, the City previously executed a *Planning Assistance to States Program* Letter of Agreement with the Department of the Army, effective March 24, 2016 for a Brazos River Basin Study; and

Whereas, the Study is meant to provide the City—and the County—with models to show recommended frequency water flow through and water surface profiles within both the City and the County, in order to indicate flood risks and dam operational impacts through the entire area; and

Whereas, the cost of the Study is \$365,000.00 total, and the City’s portion of funding is 50 percent of the cost of the Study, or \$182,500.00; and

Whereas, the County is agreeing to contribute funds towards the City’s portion of the cost of the Study,

NOW, THEREFORE, pursuant to *Chapter 791, Texas Government Code, Chapter 271, Texas Local Government Code* and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the Parties, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

ARTICLE 1

Findings and Declarations

- 1.1 Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective City of Waco and McLennan County to be true and correct. It is further found and determined that the City of Waco and McLennan County have authorized and approved execution of this Agreement.
- 1.2 Agreement Enforcement.** It is the declared and stated intent of the Parties that the terms, conditions and provisions of this Agreement may be enforced by each of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision or condition hereof, unless a Party breaches this Agreement or as provided elsewhere in this Agreement.

- 1.3 The Waco City Council has approved the City entering into this Agreement.
- 1.4 The McLennan County Commissioners Court has approved the County entering into this Agreement.

ARTICLE 2

Contribution of Funds

- 2.1 The City has entered into a Planning Assistance for States Letter of Agreement with the Department of the Army for the Brazos River Basin Study for a total cost of \$365,000.00. The City's share of the cost of the Study is 50 percent, or \$182,500.00. A copy of this Letter of Agreement is attached as Exhibit "A."
- 2.2 The County will contribute \$91,250.00 (Ninety-one thousand two hundred fifty dollars and zero cents) towards the City's share of the costs of the Study, which is fifty percent (50%) of the City's share of the cost of the Brazos River Basin Study.
- 2.3 The County will deposit with the City its share of the funding as the City makes payments to the Department of the Army Corps. The City will bill the County for reimbursement. The Commissioner's Court has approved \$71,000 for this project for FY 2016
- 2.4 The money from the County shall be held in an account that the City sets up internally. Any account maintained under this section shall be operated in strict compliance with the City of Waco's Investment Policy.

ARTICLE 3

Termination and Default Remedies

- 3.1 **Material Breach.** A Party may terminate this Agreement for a material breach of the Agreement by another Party by giving notice to the breaching Party. If the Party receiving notice of breach fails to cure the defect or condition causing default within thirty (30) days of receipt of the notice, a meeting of the Parties shall be scheduled within fourteen (14) days of the end of the thirty (30) day cure period to discuss the breach and the possible resolution of the breach situation. After that meeting, the Party that gave notice of the breach shall give written notice within thirty (30) days to all of the other Parties to this Agreement on whether it wishes to terminate the agreement because of the material breach. No waiver or waivers of any breach or default by any Party to this Agreement of any term, covenant, conditions, or liability hereunder, or of performance by another Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind under any circumstances.
- 3.2 **Non Appropriation Cause.** As required by State law, and notwithstanding any other provision of this Agreement, a Party may terminate this agreement at the end of any fiscal year in the event that that Party's governing body fails to appropriate funds for the purposes of this Agreement.
- 3.3 **Force Majeure.** No Party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence beyond its reasonable control. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal

communication and in writing by certified mail of the nature and extent of the contingency within ten (10) working days after its occurrence. If the circumstances constituting a Force Majeure persist for a continuous period of thirty (30) days or more, the Party seeking performance may terminate the Agreement by giving the other Party ten (10) days' notice of its intent to terminate the Agreement. If the other Party is still unable to perform after receiving said notice, the Agreement shall terminate without the necessity of further action by either Party.

ARTICLE 4

Dispute Resolution

- 4.1 Mediation Required.** If a Party believes that another Party has breached a provision of this agreement, the Party shall first give notice of that breach as provided in Section 5.1. The Parties agree that prior to filing a lawsuit or an administrative complaint with a regulatory agency seeking compensation or injunctive relief against any Party to this Agreement, the Party will agree to submit the disputed matter to non-binding mediation. Venue of such mediation, as well as any litigation, shall be in McLennan County, Texas.

ARTICLE 5

Notices

- 5.1** Except as otherwise specifically provided in this agreement, all notices, requests, consents, waivers and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given:
- 5.1.1** if transmitted by facsimile, upon acknowledgment of receipt thereof in writing by facsimile or otherwise;
 - 5.1.2** if personally delivered, upon delivery or refusal of delivery;
 - 5.1.3** if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of delivery; or
 - 5.1.4** if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery.
- 5.2** Unless changed by giving notice as provided in this Article, all notices, consents, waivers or other communications required or permitted to be given hereunder shall be addressed to the respective Party to whom such notice, consent, waiver or other communication relates at the following addresses:

To the City of Waco:

Dale A. Fisseler, P.E.
City Manager
P.O. Box 2570
Waco, Texas 76702-2570
Email: DaleF@ci.waco.tx.us
Fax: (254) 750-5880

To McLennan County:

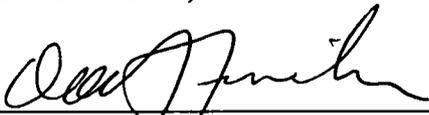
Scott M. Felton
County Judge
501 Washington Ave., Room 214
Waco, Texas 76701
Email: Dustin.chapman@co.mclennan.tx.us
Fax: (254) 757-5196

ARTICLE 6
Miscellaneous

- 6.1 No Waiver.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third party. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or the United States.
- 6.2 Third Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- 6.3 Indirect or Consequential Damages.** City's liability to the Parties in contract or in tort under this agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of project.
- 6.4 Effective Date.** This Agreement shall be in full force and effect as of the date the governing bodies of the Parties have authorized and approved this Agreement by an action adopted by each respective governing body.
- 6.5 Entire Agreement.** This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.
- 6.6 Partial Invalidity.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

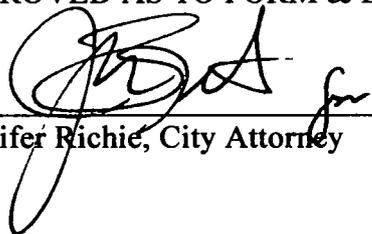
- 6.7 **Survival.** Any provisions that by their terms survive the termination of this contract shall bind the Party's legal representatives and successors as set forth herein.
- 6.8 **Gender and Number.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 6.9 **Article and Section Headings.** The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.
- 6.10 **Assignment.** No Party hereto may assign its rights and obligations hereunder.
- 6.11 **Benefits.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representative and successors.
- 6.12 **Misspelled Words.** Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
- 6.13 **Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

THE CITY OF WACO, TEXAS

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

Date Signed: 6/24/16

APPROVED AS TO FORM & LEGALITY:


Jennifer Richie, City Attorney

McLENNAN COUNTY TEXAS

BY: Scott M. Felton

Honorable Scott M. Felton, McLennan County Judge
(As Authorized and Approved by the McLennan County
Commissioners Court by Order Dated 5/16/16)

ATTEST:

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

Myraitez Howard
County Clerk/Deputy County Clerk

5-20-16
Date Signed

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PLANNING ASSISTANCE TO STATES PROGRAM
LETTER OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF WACO, TX
FOR THE BRAZOS RIVER BASIN STUDY

THIS AGREEMENT, is entered into this 24th day of March, 2016, by and between the Department of the Army (hereinafter called the "Government"), represented by the U.S. Army Engineer, Fort Worth District, and the City of Waco, TX, (hereinafter the "Non-Federal Sponsor"), represented by the City Manager.

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act (WRDA) of 1974 (Public Law 93-251), as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the States in the preparation of comprehensive plans for the development, utilization and conservation of water and related resources of drainage basins, watersheds, or ecosystems located within the boundaries of such States;

WHEREAS, Section 319 of the Water Resources Act of 1990 (Public Law 101-640) authorizes the Secretary of the Army to collect fees from States and other non-Federal governmental entities for the purpose of recovering fifty (50) percent of the cost of the program established by Section 22 of WRDA 1974;

WHEREAS, the Non-Federal Sponsor has reviewed the State of Texas's comprehensive water plans and identified the need for the planning assistance as described in a Plan of Study;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") to provide the planning assistance (hereinafter the "Study") and to share equally in the costs of the Study; and

WHEREAS, the Non-Federal Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost-sharing and financing in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Government, using funds contributed by the Non-Federal Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete the Study, estimated to be completed within twenty one (21) months from the date receipt of funds from the Sponsor, substantially in compliance with the Plan of Study attached as Appendix 1 and in conformity with applicable federal laws and regulations and mutually acceptable standards of engineering practice.

2. The Non-Federal Sponsor shall contribute in cash fifty (50) percent of the total study costs. The total study costs will not exceed \$365,000. The Non-Federal Sponsor agrees to provide a cashier or certified check in the amount of \$182,500 which shall be made payable to FAO, USAED, Fort Worth District, prior to any work being performed under this agreement. The Government shall keep complete records and accounts of all funds expended in connection with the Study.
3. Within ninety (90) days upon completion of the Study or early termination of the Study pursuant to Section 5 of this Agreement, the Government shall prepare a final accounting of the costs of the Study, which shall display: (1) cash contributions by the Non-Federal Sponsor, and (2) disbursements by the Government of all funds. Subject to the availability of funds, within thirty (30) days after the final accounting, the Government shall return to the Non-Federal Sponsor non-federal cash contributions that exceed the total costs of the services provided.
4. No federal funds may be used to meet the Non-Federal Sponsor share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.
5. Upon thirty (30) days written notice, either Party may terminate or suspend performance of the Study without penalty. Upon such notice, the Government will stop performance of the Study under the Agreement immediately. If the Study is terminated, the Agreement shall terminate within sixty (60) days after the completion of the final accounting as provided in Section 3.
6. The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the activities of this agreement, except for damages due to the fault or negligence of the Government or its contractors.
7. The Parties may modify this Agreement by written amendment, signed by the Parties.
8. Before any Party to the Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of nonbinding alternate dispute resolution mutually acceptable to the Parties.
9. This Agreement shall not affect any pre-existing or independent relationships or obligations between the Non-Federal Sponsor and the Government.
10. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable, by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect until the Agreement is completed.

This Agreement shall become effective upon the signature of the District Engineer.

BY 
CALVIN C. HUDSON II
Colonel, EN
Commanding

BY  KFP 2/19/16
DALE A. FISSELER
City Manager
City of Waco

DATE: 24 MAR 2016

DATE: 2-23-16

CERTIFICATION OF LEGAL REVIEW

The Letter of Agreement between the Department of the Army and the City of Waco, Texas for the Brazos River Basin Study for planning assistance has been reviewed by the Office of Counsel, USAED, Fort Worth District, Fort Worth, Texas, and is legally sufficient.

TALBOT.KATHARINE.S.1165861
775

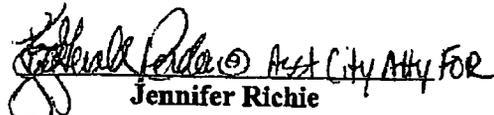
Digitally signed by TALBOT.KATHARINE.S.1165861775
DN: cn=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA,
c=TALBOT.KATHARINE.S.1165861775
Date: 2018.01.05 09:42:52 -0500

Assistant District Counsel

CERTIFICATE OF AUTHORITY

I, Jennifer Richie, do hereby certify that I am the principal legal officer of the City of Waco, that the City of Waco is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Waco in connection with the Brazos River Basin Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Waco have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
4th day of March, 2016.


Jennifer Richie
City Attorney, City of Waco, Texas

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.



DALE A. FISSELER

KFP
3/1/14

CITY MANAGER, CITY OF WACO, TEXAS

DATE: 3/4/14

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 Trinity 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	■	■	■	■	■	■	■	■

FILED: JUL 19 2016

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

Recording of Authorization of Proposal for Roof Consulting Services and related Order Exempting "Personal or Professional Services" from the Requirements of Local Government Code Section 262.023 as Authorized by Local Government Code Section 262.024 (a)(4): The Wallace Group (re: Highway 6 Jail Roof Repairs) approved by Order on June 7, 2016 and recorded on Page 135 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 7 DAY OF JUN 2016 *for Recording*
Scott M. Felts
COUNTY JUDGE



AIA[®]

Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the **Twenty-Ninth** day of **June** in the year **Two Thousand Sixteen**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

McLennan County
501 Washington Ave
Waco, TX 76701

and the Architect:
(Name, legal status, address and other information)

CP&Y, Inc., dba The Wallace Group
PO Box 22007
Waco, TX 76702

for the following Project:
(Name, location and detailed description)

McLennan County Highway 6 Jail Roof
Maintenance & Repairs
3201 E. State Hwy 6
Waco, TX

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form *An Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES**
- 2 OWNER'S RESPONSIBILITIES**
- 3 COPYRIGHTS AND LICENSES**
- 4 CLAIMS AND DISPUTES**
- 5 TERMINATION OR SUSPENSION**
- 6 COMPENSATION**
- 7 MISCELLANEOUS PROVISIONS**
- 8 SPECIAL TERMS AND CONDITIONS**
- 9 SCOPE OF THE AGREEMENT**

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Refer to Exhibit "A" for a scope of roof consulting services to be provided.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability**
\$2,000,000.00 each occurrence
- .2 Automobile Liability**
\$1,000,000.00 each accident
- .3 Workers' Compensation**
\$500,000.00 each occurrence

Init

.4 Professional Liability

\$5,000,000 per claim

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

(Paragraphs deleted)

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Fifteen Thousand, Five Hundred Fifty Dollars and Zero Cents (\$15,550.00)

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents **except as listed in Exhibit "A"**;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of **Zero (\$ 0)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Sixty (60)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order

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to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect Registration Law, Texas Civil Article 249.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Exhibit "A" – Architects proposal, scope of services and hourly rates for additional services requested by the Owner.

Exhibit "B" – Supplementary Terms and Conditions

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)

SCOTT M. FELTON, COUNTY JUDGE

(Printed name and title)

6/07/16

ARCHITECT



(Signature)

George Jezek, AIA

(Printed name and title)

init

Exhibit "A"



THE WALLACE GROUP

engineers architects surveyors

A CP&Y COMPANY

May 24, 2016

Ken Bass, Director
McLennan County Purchasing
214 N 5th Street
Waco, TX 76701

Re: Highway 6 Jail
Roof Maintenance & Repairs

Dear Ken:

As requested, The Wallace Group is pleased to present this proposal to you for roof consulting services on the referenced project. This proposal is based upon the Scope of Services document that you prepared and our meeting on 5/19 at which the direction for the project changed from reroofing to repairs and maintenance work needed to extend the life of the present roof.

Our proposal is inclusive of the following:

1. In conjunction with County personnel, identify roof maintenance issues, roof leak locations and other problem areas related to the building's roof.
2. To the greatest extent possible, through photographs, notes and detailed investigation identify source(s) of leaks and causes of roof problems.
3. Together with County personnel, establish priorities for all repair work identified and maintenance work needed to extend the functional life of the existing roof membrane.
4. Prioritize work and establish scope-of-work for base bid items and identify the work for additive alternates (if any) in conjunction with County personnel.
5. Field measure, photograph and document existing roof areas as needed for the preparation of bid documents.

www.wallace-group.com

WACO KILLEEN DALLAS ROUND ROCK

200 West Highway 6, Suite 620, Waco, Texas 76712 | P.O. Box 22007, Waco, Texas 76702 | 254.772.9272

TBPE F-54

TBPLS 10051700

TBAE BR161

-
6. Prepare drawings and specifications needed to describe the work required and solicit competitive bids on behalf of McLennan County.
 7. Provide up to 3 hard copies and one digital copy of the plans and specifications to McLennan County.
 8. Assist the County in conducting a mandatory on-site, prebid meeting and walk through for prospective bidders.
 9. Assist the County in reviewing all bids received.
 10. Make periodic visits to the job site in order to observe contractor performance of the work and make determinations on contractor progress and compliance with the project requirements.
 11. Review contractor submittals, proposed work schedule and schedule of values.
 12. Review contractor monthly payment applications.
 13. Punch Out project upon completion of the work, listing all items that are incomplete or insufficient.
 14. Issue Certificate of Substantial Completion.
 15. Assemble all warranties, guarantees, and as-built drawings, review them and deliver entire package to you.

We propose to provide the services listed above for a fee of \$15,550.00. This amount is broken down as \$11,320.00 for services through the bid phase and \$4,230.00 for construction phase services. Invoicing will be monthly for the work performed during that time period.

Any additional services requested would be provided at the following hourly rates:

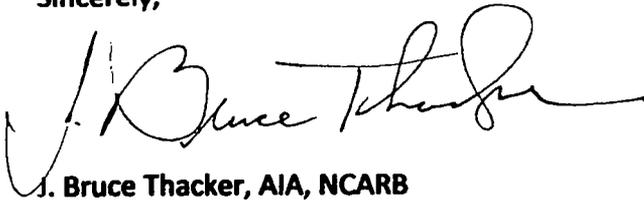
The Wallace Group (Roof Consulting)

Managing Architect/Engineer	\$150.00
Architect/Engineer	\$140.00
Architect Intern	\$130.00
Field Observation Personnel	\$90.00
Technician	\$80.00
Executive Assistant	\$70.00

We propose to enter into a contract with the County based upon AIA B104-2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope and have enclosed a blank copy for your review.

We welcome the opportunity to work with you on this project. As always, call if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Bruce Thacker". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

**J. Bruce Thacker, AIA, NCARB
CP&Y, Inc. dba The Wallace Group**

BT:mdh

Encl: As noted

**CC: George Jezek, AIA
File – Bus. Dev.**

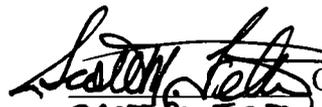
Exhibit "B"

Supplemental Terms and Conditions

These Supplemental Terms and Conditions supplement, supersede, replace and amend the terms and conditions contained in the Agreement to the extent of any conflict.

1. Texas law shall apply.
2. Venue of any dispute shall be in a court of competent jurisdiction in McLennan County, Texas.
3. Any purported indemnification by the Owner that has not been deleted is limited to the extent allowed by Texas law, if any. The County will not create any interest and sinking fund to set back funding for potential indemnification obligations.
4. The Owner has joint ownership and has a joint right to the use and reproduction of the documents prepared or furnished by the Architect for its own public purposes. However, the Owner may not sell the documents, assign the documents, or transfer the documents to another entity for use by that entity—except as required by the terms of any grant funding or regulations applicable to the project. The Owner may provide the documents to any governmental agency or authority having the right to review or approve/disapprove such documents. Architect shall NOT be responsible for modifications in the documents not made or approved by the Architect. The Architect shall be entitled to retain copies of the documents, and is given permission hereby to use the documents in its business for the purposes of other projects without the need for payment of compensation to the Owner for said use of the documents.
5. Nothing in this Agreement shall release the Architect from liability in regard to construction defects or non-compliance with the plans and specifications by the Contractor where such are of a type or extent that should have been apparent to an Architect exercising the applicable standard of care and reasonable diligence.
6. Any provision of the Agreement attempting to set a time bar, contractual limitations period, or accrual date for claims are deleted and not accepted.
7. Understanding that cost estimation is inexact and subject to outside factors beyond the Architect's control, Architect shall use its best efforts to provide reasonably accurate opinions and estimates of cost. If the lowest bid received on a project exceeds the estimate by an amount that is not explainable by outside factors of which the Architect could not have had knowledge, the Architect will perform any re-design or project scope modifications necessary to bring the project within budget at no additional cost to the Owner.

 Architect

 Owner
SCOTT R. FELTON 6/07/16
COUNTY JUDGE

FILED: JUL 19 2016

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

Recording of Authorization of Work-Place / Health Fair Immunization Agreement: Wal-Mart Stores, Inc. approved by Order on June 21, 2016 and recorded on Page 121 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 20 16
[Signature]
COUNTY JUDGE
For RECORDING



Wal-Mart Stores, Inc.
 Health & Wellness Division
 702 Southwest 8th Street
 Bentonville, AR 72712

Sam's West, Inc.
 Health & Wellness Division
 2101 Southeast Simple Savings Drive
 Bentonville, AR 72716

WORK-PLACE/HEALTH FAIR IMMUNIZATION AGREEMENT

Wal-Mart Stores, Inc., a Delaware corporation whose principal office is located at 702 S. W. 8th Street, Mail Stop 0440, Bentonville, Arkansas 72716-0440, on its own behalf and on behalf of all of its subsidiaries that own or operate pharmacies in the U.S. ("**Provider**") and McLennan County ("**Organization**") enter into this Work-Place / Health Fair Immunization Agreement ("**Agreement**") dated effective this 21 day of June, 2016 ("**Effective Date**"), pursuant to which Organization and Provider, each individually a ("**Party**") and collectively (the "**Parties**") agree to the following:

Organization seeks to offer immunizations to its members ("**Members**"), and Provider seeks to provide and administer the "**Immunizations**" (as listed on the chart below) to Members at the address(es) listed below ("**Immunization Services**") on the date(s) listed below ("**Immunization Services Date**").

Immunization Services Date(s)	Immunization Services Address(es)	Immunizations to be dispensed (for example: Flu, Shingles, etc.)	Approximate Number of Members (to ensure appropriate quantity of Immunizations)
		Flu	

1. **Execution of Release:** Organization shall ensure that each Member executes a Release of Liability Form prior to receiving any Immunization Service when Immunizations are offered on-site at Organization's location. A copy of the Release of Liability Form is attached and incorporated herein as Exhibit A.
2. **Immunization Services:** Provider will provide the appropriate personnel and all supplies necessary to perform the Immunization Services set forth herein. Provider shall ensure that both Provider and all personnel administering Immunization Services hold any license, certification or legal or regulatory approval required in order to legally perform such services in the location where Immunization Services are administered.
3. **Identification:** Organization shall require its Members to provide legal identification at the time Immunization Services are provided to verify appropriate Members are utilizing the Immunization Services.

4. **Access:** Organization shall allow the personnel of Provider unhindered access to the premises of Organization without unreasonable interference and shall instruct its shareholders, directors, officers, Members and agents that they are not to act in any such way as may result in injury to the personnel of Provider or injury to the business reputation of Provider. Organization shall provide the personnel of Provider with adequate facilities in which to administer the Immunizations requested by the Members of Organization. During the time that Immunizations are being administered by the personnel of Provider, Organization shall not:
- a. Undertake any construction activities within the immediate vicinity where the Immunizations are being administered;
 - b. Operate any construction or transportation equipment or machinery that could endanger the well-being of the personnel of Provider or unreasonably interfere with the administration of Immunizations;
 - c. Receive, retain, or store any Hazardous Substance or related material in the immediate presence of the personnel of Provider or the Members of Organization. For the purposes of this Agreement, "Hazardous Substance" means:
 - i. Hazardous material, hazardous waste, hazardous substance, toxic substance, biomedical waste, infectious waste, medical waste, or toxic waste identified by any federal or state law; chemical, mixture, medical device, pharmaceutical, or common material capable of causing harm; or solid, liquid, contained gas, sludge, pollutant, asbestos, petroleum product, polychlorinated biphenyls, unused or returned consumer product, or other material, any of which, during the term of this Agreement, become regulated as hazardous material, hazardous waste, hazardous substance, toxic waste, or toxic substance; or
 - ii. Any solid, liquid, contained gas, sludge, pollutant, asbestos, polychlorinated biphenyls, or other material that, during the term of this Agreement, becomes prohibited or requires special handling or treatment under any applicable law or regulation, including common law.
 - d. Solicit or distribute any handbills or other advertising to the personnel of Provider, or the Members of Organization receiving Immunizations from the personnel of Provider, unless otherwise protected by law.
5. **Payment:** No payment shall be exchanged between Organization and Provider. Members must present their pharmacy benefit identification card on Immunization Services Date. Provider will document such information and submit claims for payment in accordance with the pharmacy benefit identification card provided by Member. Organization shall cooperate with Provider in advance of the Immunization Services Date in order to determine the applicable plan-benefit designs for Provider to research in the event that co-pays must be collected for certain Immunizations to be administered on the Immunization Services Date. In the case that a Member does not have or wish to present insurance to Provider, Member shall pay Provider for the immunization at the time of service at Provider's usual and customary rate.
6. **Notices:** Any and all notices, requests, consents, demands, or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered, if sent by United States registered or certified mail (return receipt requested), or (ii) on the second business day after sending, if sent by United States Express Mail or overnight courier with return receipt requested - in each case to the Parties at the following addresses (or at such other addresses as shall be specified by like notice) with postage or delivery charges prepaid:

All notices shall be sent to:

If to Organization:	If to Provider:
---------------------	-----------------

McLennan County	Wal-Mart Stores, Inc.
501 Washington Ave., Room 214	702 S.W. 8 th Street Mailstop 0440
Waco, Texas 76701	Bentonville, AR 72716
Attn: County Judge Scott M. Felton dustin.chapman@co.mclennan.tx.us	ATTN: National Account Manager H Wtpsc@Wal-Mart.com
With a copy to: Rosemary Mayes rosemary.mayes@co.mclennan.tx.us	With a copy to: Wal-Mart U.S. Legal ATTN: Senior Vice President and General Counsel Mailstop 0185 702 S.W. 8 th Street Bentonville, AR 72716-0185

7. **Amendment:** This Agreement, including schedules, exhibits, and addenda to which this Agreement refers or which are attached hereto, may be amended only in a writing, signed by both Parties, and attached to and incorporated into this Agreement. Organization and Provider agree to negotiate in good faith to amend the Agreement if a change in law should materially affect the terms of this Agreement.
8. **Assignment:** This Agreement may not be assigned by either Party.
9. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas without regard to conflict of law principles.
10. **Indemnification.**
 - a. **Indemnification by Provider:** Provider shall be responsible for and agrees to indemnify, pay for the defense of, and hold harmless Organization and its shareholders, directors, officers, Members and agents, from and against any and all claims, causes of action, obligations, liability, judgments, liens, debts, damages (of every kind and nature), losses, costs, fees and expenses (including reasonable attorneys' fees) (collectively, "**Damages**") to the extent that such Damages relate to or arise from: (i) Provider's or its officers, directors, partners, members, Members or agents' breach or default of any term, condition, representation, warranty, promise or covenant in this Agreement, or (ii) Provider's negligence or willful misconduct in the performance of its obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.
 - b. **Indemnification by Organization:** Organization shall be responsible for and agrees to indemnify, pay for the defense of, and hold harmless Provider and its shareholders, directors, officers, Members and agents, from and against any and all Damages to the extent that such Damages relate to or arise from: (i) Organization's or its officers, directors, partners, members, Members or agents' breach or default of any term, condition, representation, warranty, promise or covenant in this Agreement, or (ii) Organization's negligence or willful misconduct in the performance of its obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.
11. **Relationship of Provider and Organization:** Organization and Provider are independent contractors to each other. Nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency, partnership or joint venture.
12. **No Third Party Beneficiaries:** Nothing in this Agreement shall be construed as, or deemed to create, any right or remedy in any third party, and no third party shall have any right or cause of action under this Agreement, including any Member or Processor, except as otherwise specifically provided herein.

13. **No Government Contractor:** This Agreement shall not obligate Provider to status as federal, state, or local contractor nor obligate Provider to any other obligations not listed herein. By signing this Agreement, Organization expressly warrants that it is not an entity subject to any state procurement law or subcontractor law that would obligate Provider to status as federal, state, or local contractor by virtue of Provider providing Immunization Services to Organization's Members without any payment between Provider and Organization.
14. **Counterparts:** This Agreement may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement. A facsimile signature of any Party to this Agreement is binding upon that Party as if it were an original.
15. **Termination:** This Agreement may be terminate upon written notice from one Party to the other Party until the date after Immunizations are administered to Members of Organization.

Each Party, intending to be bound, has executed this Agreement on the date set forth below its signature. This Agreement shall not be binding unless signed by both Parties.

ORGANIZATION:

McLennan County

By: Scott M. Felton

Name: Scott M. Felton

Title: McLennan County Judge

Date: June 21, 2016

PROVIDER:

Wal-Mart Stores, Inc.

By: Jacqueline Mumbo

Name: Jacqueline Mumbo

Divisional H&W Sr. Director

Date: 6/29/16

**EXHIBIT A
RELEASE OF LIABILITY FORM**

EACH MEMBER REQUESTING IMMUNIZATION SERVICES AT ORGANIZATION'S LOCATION IS REQUIRED TO COMPLETE, SIGN, AND SUBMIT THIS FORM TO THE ATTENDING TECHNICIAN PRIOR TO RECEIVING IMMUNIZATION SERVICES

I, the undersigned, am requesting Immunization Services be provided by Wal-Mart Stores, Inc. ("**Provider**"), which shall be sponsored by McLennan County ("**Organization**"). I release Organization and Provider, their agents and Members, and agree to hold them harmless from any and all liability, claims, damages, actions and causes of action whatsoever, for loss, damages, or injury to persons or property, regardless of when they occurred and however caused with which Organization and Provider and their agents or Members may be charged in connection, directly or indirectly with the Immunization Services.

I further agree to disclose in writing below, all of my physical and medical conditions, limitations and sensitivities, and agree to release and hold Organization and Provider and their agents and Members harmless from any liability, claims, damages, actions and causes of action in any way relating to or arising from said conditions, limitations or sensitivities.

I expressly agree that all parts of the Immunization Services process will be undertaken at my own risk, and I represent that I fully understand any risks involved, and that I am able to participate in all Immunization Services provided to me.

I further agree that Organization and Provider and their agents and Members shall not be liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever arising out of, or connected with the use of any of their services, facilities or equipment.

Signed:

Signature: _____ Date: _____

Printed Name: _____

Please list all conditions, limitations or sensitivities: _____

Please list any conditions for which you have has seen a physician in the past year: _____

Please list any concerns that you feel the pharmacist should know about: _____

FILED: JUL 19 2016

J A "ANDY" HARWELL: County Clerk
McLennan County, Texas
By: Myrcetez Gowan DEPUTY

Recording of Resolution by the Commissioners Court of McLennan County, Texas Authorizing and Approving Publication of Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained Insecurities and Exchange Commission Rule 15C2-12; and Providing an Effective Date approved by Order on June 21, 2016 and recorded on Page 41 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016
[Signature]
COUNTY JUDGE

For RECORDING

June 15, 2016

Via E-Mail
By Hand Delivery

Mr. Mark M. McLiney
Senior Managing Director
SAMCO Capital Markets, Inc.
1020 NE Loop 410, Suite 640
San Antonio, Texas 78209-1130

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
United States

W. Jeffrey Kuhn
Partner
Direct line +1 210 270 7131
w.jeffrey.kuhn@nortonrosefulbright.com

Tel +1 210 224 5575
Fax +1 210 270 7205
nortonrosefulbright.com

Re: McLennan County, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2016

Dear Mark,

I enclose the following documents pertaining to the captioned financing for execution at the June 21, 2016 regular meeting of the Commissioners Court:

1. Notice of Intention Resolution (one original and five signature pages),
2. County Clerk's Certificate pertaining to this Notice of Intention Resolution (two originals and five signature pages); and
3. Affidavit of Publication (5 copies)

Please return all properly executed and sealed signatures pages and one completed copy of the County Clerk's Certificates to me at your earliest convenience. The remaining copies should be retained for the County's files

I also enclose the Notice of Intention that must be published once a week for two consecutive weeks in a newspaper of general circulation in McLennan County, Texas. Thank you for ensuring that this notice is published as required by the provisions of Section 2 of the Resolution on Thursday, June 23, 2016 and the second publication on Thursday, June 30, 2016.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,


W. Jeffrey Kuhn

WJK/jcq
Enclosures

Mr Mark M. McLiney
June 15, 2016
Page 2

^NORTON ROSE FULBRIGHT

cc: Judge Scott Felton (McLennan County, Texas)
Mr. Stan Chambers (McLennan County, Texas)
Mr. Andy Harwell (McLennan County, Texas)
Mr. Dustin Chapman (McLennan County, Texas)
Mr. Herbert S. Bristow (Haley & Olson)
Mr. Andrew Friedman (SAMCO Capital Markets, Inc.)
Mr. Tom Saint John (SAMCO Capital Market, Inc)
Ms. Veronica Alonzo (SAMCO Capital Markets, Inc)
Ms. Peggy Kilborn (SAMCO Capital Markets, Inc.)
Mr. James P. Plummer (Firm)
Mr. Clay Binford (Firm)
Ms. Stephanie V. Leibe (Firm)
Mr. Adam Harden (Firm)
Mr Arnold Cantu III (Firm)
Ms. Lauren N. Ferrero (Firm)
Mr. Matthew A. Lee (Firm)

RESOLUTION

A RESOLUTION BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS AUTHORIZING AND APPROVING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court (the *Commissioners Court*) of McLennan County, Texas (the *County*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$10,000,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto; (2) acquiring, designing, constructing, renovating, repairing, and improving various existing County facilities and buildings (to include Americans with Disabilities Act improvements and modifications), including County Courthouse, County Records Building, County Annex Building, and Shrine Building; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain of the revenues derived from the operation of the County's library system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code; and

WHEREAS, prior to the offering, sale, and issuance of the Certificates, the appropriate officials of the County must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the County must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the County contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the County that would adversely affect the issuance of the Certificates or the County's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the Commissioners Court will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the County and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the Commissioners Court authorizes the County Judge, County Auditor, County Clerk, and County Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the County to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the Commissioners Court is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the County, such notice stating (i) the time and place the Commissioners Court tentatively proposes to pass the order authorizing the issuance of the Certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the Certificates are to be issued, (iv) and the manner in which the Commissioners Court proposes to pay the Certificates; and

WHEREAS, the Commissioners Court hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the County should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the Commissioners Court hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the County; now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS THAT:

SECTION 1. The County Clerk is hereby authorized and directed to cause notice to be published of the Commissioners Court's intention to issue the Certificates in an amount not to exceed \$10,000,000 for the purpose of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto; (2) acquiring, designing, constructing, renovating, repairing, and improving various existing County facilities and buildings (to include Americans with Disabilities Act improvements and modifications), including County Courthouse, County Records Building, County Annex Building, and Shrine Building; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and are additionally secured by a lien on and pledge of certain revenues derived from the operation of the County's library system. The notice hereby

approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The County Clerk shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the County, once a week for two consecutive weeks, the date of the first publication shall be at least thirty (30) days prior to the date stated therein for passage of the order authorizing the issuance of the Certificates.

SECTION 3. The County Judge, County Auditor, County Clerk, and County Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 5. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

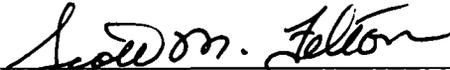
SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

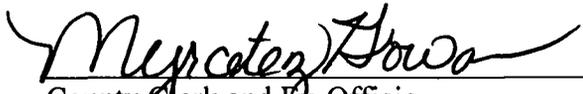
PASSED AND APPROVED, this the 21st day of June, 2016.

MCLENNAN COUNTY, TEXAS



County Judge

ATTEST:



County Clerk and Ex-Officio
Clerk of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

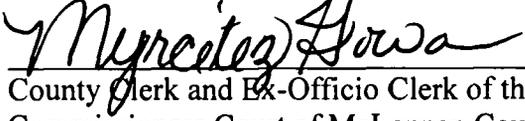
Exhibit A

NOTICE OF INTENTION TO ISSUE
MCLENNAN COUNTY, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Commissioners Court (the *Court*) of McLennan County, Texas (the *County*), shall convene at 9:00 o'clock A.M. on the 2nd day of August, 2016, at its regular meeting place in McLennan County Courthouse, and, during such meeting, the Court will consider the passage of an order authorizing the issuance of certificates of obligation in an amount not to exceed \$10,000,000 for the purpose or purposes of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto; (2) acquiring, designing, constructing, renovating, repairing, and improving various existing County facilities and buildings (to include Americans with Disabilities Act improvements and modifications), including County Courthouse, County Records Building, County Annex Building, and Shrine Building; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain of the revenues derived by the County from the operation of the County's library system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code.

/s/ J.A. "Andy" Harwell
County Clerk and Ex-Officio Clerk of the
Commissioners Court of McLennan County,
Texas

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 21st day of June, 2016.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of McLennan County, Texas

(SEAL OF COMMISSIONERS COURT)

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS

§

COUNTY OF MCLENNAN

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ara Rozano-Harper, who, after being by me duly sworn, upon oath says that he/she is a representative of the Waco Tribune Herald, a newspaper of general circulation in McLennan County, Texas, which newspaper satisfies each of the requirements of Subchapter C, Chapter 2051, as amended, Texas Government Code, so as to constitute an official publication in which legal notices may be published as set forth in Subchapter C, Chapter 2051, as amended, Texas Government Code, and that there was published in said newspaper a true and correct copy of the attached NOTICE OF INTENTION to issue certificates of obligation on the following dates:

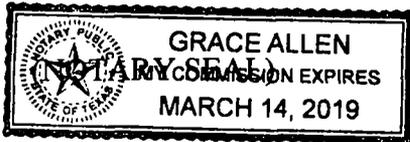
6/23/2016
6/30/2016

Signature

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 30 day of June, 2016, to verify which witness my hand and seal of office.

Grace Allen

Notary Public in and for the
State of Texas



Waco trib Classifieds \$25

TO PLACE AN AD CALL US **757.3000** \$5.95 3 DAYS • 3 LINES Individual items priced \$501 to \$1,500

call about our rates special 757-3000

- 8 lines of text
 - Border
 - 3 days
 - Prepaid only
- VISA DISCOVER

PUBLIC NOTICES

Auction Sales

ESTATES AUCTION
 SUN - Jun 26 10am
 Colas-Franco-Annunzio
 Jewelry-Silver-Furniture-etc
 S & S AUCTION SERVICE
 118 S. Bryson
 G.L.(Bud) Seacor 71-10197
 www.ssaonline.com 979-426-6063

LEGAL NOTICES

Legal Notices

Attention Legal Advertisers!
 For your convenience, you may e-mail your advertisement to us at the following address:
 legalads@wacotrib.com
 If you have any questions, please call 757-5757.
 This excludes liquor permits and some other types of legal ads.
 Call for details.

NOTICE OF INTENTION TO ISSUE MCLENNAN COUNTY, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the Commissioners Court (the Court) of McLennan County, Texas (the County), shall convene at 9:00 o'clock A.M. on the 2nd day of August, 2016, at its regular meeting place in McLennan County Courthouse, and during such meeting, the Court will consider the passage of an order authorizing the issuance of certificates of obligation in an amount not to exceed \$10,000,000 for the purpose or purposes of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, designing, constructing, reconstructing, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto; (2) acquiring, designing, constructing, reconstructing, repairing, and improving various existing County facilities and buildings (to include Americans with Disabilities Act improvements and modifications), including County Courthouse, County Records Building, County Annex Building and Sheriff's Building; (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the Certificates) will be payable from the levy of annual ad valorem tax within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain of the revenues derived by the County from the operation of the County's library system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of

Legal Notices

Obligation Act of 1971, as amended, Texas Local Code Section 271.041 through Section 271.064, 1473.002, as amended, Texas Government Code and Chapter 323, as amended, Texas Local Government Code.
 /s/ J.A. "Andy" Harwell
 County Clerk and Ex-Officio Clerk of the Commissioners Court of McLennan County, Texas

NOTICE TO PROPOSERS
 PROPOSAL No. 16-06-204
 McLennan Community College, 1400 College Drive, Waco, Texas, 76708 will accept competitively sealed proposals for Financial Aid Verification Services. Specifications and proposal information may be obtained from the Joint Local Coordinator, Purchasing/Central Services, 1400 College Drive, Waco, Texas 76708 (254) 259-5700. Sealed proposals will be accepted in Room 404 of the Administration Building until 2:00 p.m. on July 14, 2016. The college reserves the right to reject any of its proposals and to waive any irregularities.

EMPLOYMENT

DEPT SUPERVISOR & GENERAL HELP needed for Lee Hill. Call for cost: 254-744-5741 or 254-779-4792

General

GENERAL LABORER needed for shift truck & forklift. Valid DL. Apply at 1110 LaSalle

INDUSTRIAL MECHANIC

HOBBES BONDED FIBERS
 Hobbes Bonded Fibers is seeking an industrial mechanic for our 2nd shift, 7-30 p.m. to 7:00 a.m.

- Must have good trouble shooting skills, electrical background a plus.
- Work schedule is five day work week, 12 hour shift.
- Hobbes Bonded Fibers offers:
 - Low cost medical, dental, and vision insurance
 - Paid life insurance
 - Paid holidays
 - Paid vacation
 - 401K
- Opportunity for advancement

Overseas available
 High school diploma or GED required. Drug and alcohol screening required.
 Apply at Hobbes Bonded Fibers, 200 S. Concessione Dr Waco TX.
 Hobbes Bonded Fibers is an Equal Opportunity Employer

Health Care

DENTAL - Stonebrook Dentist seeking an experienced Dental Hygienist. Ability to speak Spanish is desired, but not required. Fax resume to the attention of Tracy Thrift at 254-663-2500 or email resume to tracythrift@dentist.com

hitching posts.

wedding and anniversary announcements.
 Sundays in trib local news

Sales

SALES PROFESSIONAL
 Mirlos New Sales Professional for new automotive sales of Jeff Hunter Toyota. Signing bonus available based on experience. Great environment. Family owned and operated since 1998. Health and 401k benefits available. Contact Rozalie Bell at 254-462-7218.

Transportation

HAUL TRUCK/DUMP TRUCK DRIVER needed, 3- yrs exp preferred, current CDL with clean driving record required. Benefits offered include paid holidays and group health insurance. For further information contact Kevin Underground, LLC 254-981-7821. Pre-Employment drug screening required. EOE

MERCHANDISE

ARMOIRE - Thomsenville
 Armoire Like new \$250
 Call 254-495-9544

Antiques

ARMOIRE / WARDROBE
 Antiques, \$140.
 Call 254-299-6666

Appliances

RANGE - O'Keefe Merritt Gas
 Range & griddle 2 ovens \$400 254-749-1632

Refrigerator

REFRIGERATOR
 Black \$275
 Call 254-548-3500

Collectibles

GOEBEL M.I. Hummel
 figurines 27 pieces, from 1960's through 2002. Many purchased in Germany, all in pristine condition. Several rare limited edition pieces. Prefer to sell entire collection but will consider individual sales if price is right. 512-722-4312
 email for pic/info hummets@sale@yahoo.com

Commercial Equipment

AIR COMPRESSOR
 Commercial Air compressor for sale \$1,279 254-799-5684

COMMERCIAL VENT-A-WOOD 1800 lps of lights, motors. Good condition. \$2,600 OBO. Call 254-749-1478

Electronics

TV w/ built in VCR & DVD player. Plus 100 movies! All for \$65 254-829-2249/230-7713

Firewood, Fuel

MESQUITE WOOD Full truck load \$100. Will deliver Call 254-292-9370

Furniture, Household Items

ARMOIRE - Thomsenville
 Armoire Like new \$250
 Call 254-495-9544

ARMOIRE / WARDROBE
 \$495.
 Call 254-749-1432

DECOR - Accumulation of 50 Years
 Home Decorations, some furn, wicker rocking chair, curio with figurines. Come & see. Seasideville area. Call for cost. 254-835-4071

DESK - Antique Oak Secretary
 \$400 Excellent condition 254-773-7608

Entertainment Center
 Hooker Cherry Beautiful wood, like new \$300 254-773-7608

Furniture, Household Item

FURNITURE - Executive Office Furniture by Hooker. Lrg executive desk, credenza with top bookcase & lrg bookcase. Glass tops for each piece. Excellent condition. Retail of \$14,000. Asking \$3000 OBO 254-496-8427

PATIO SET - 48" square
 glass top table & 4 chairs \$300 Cash 254-634-9863

RECLINER - Lane Mission
 Oak Recliner Excellent condition. \$300. 254-772-7608

SOFA - Clayton Marcus
 Crimson \$290 & Loveseat \$200 Both like new 254-772-7608

SOFA - Clayton Marcus
 Crimson \$290 & Loveseat \$200 Both like new 254-772-7608

SOFA - Matching sofa,
 loveseat, chair & ottoman. Wood trim. Very good condition \$1,600. 254-776-3782

TABLE & 4 CHAIRS, \$300.
 Entertainment center \$125. Entry table \$300. 254-548-5500

Medical Equipment

POWER CHAIR
 Hoveround MPV5 New Batts \$425. 254-751-0929

SCOOTER 3 Wheel, Golden
 Companion. New Batts. \$375. 254-751-0929

stats

charts, statistics, standings and much more only in the trib.

Miscellaneous For Sale

CLOTHING - LADIES ONLY
 SALE 1424 Gibson Rd, FM 933. Some new wrtaps, almost new TOPS, SKIRTS & DRESSES for Sunday work, some casual wear. Sizes 18, 1X, 2X. June 23, 24, 25, 10-3pm. Call 254-829-0616. Great prices & worth the drive

COMMODE - Kohler, White
 Extended Good Condition \$30 254-772-2257

Nurseries, Trees, Plants

TREES - B&B Large Trees for sale w/ warranty. Pictures available upon request. 5" calibour, 6" calibour, 8" calibour live oak & red oak trees. Other trees also available. Free minimum. Delivery not included w/ tree prices. Call about tree prices. 254-216-1170

Rugs, Carpet

RUG - Show Burgundy and forest green floral oriental rug. 7'9" x 11'1". \$388 w/ pad. 254-799-6611

Sheds, Carpools

STORAGE BUILDING - Wood, 12x30, \$2,600.
 Call 972-748-6000

Sporting Goods

GOLF CART
 2012 YAMAHA. Gas \$3,500
 Call 254-826-3377 or 254-337-2842

SEEKING DYNAMIC INDIVIDUALS

NEED IMMEDIATE INCOME ?
WANT A SHORT TERM OR LONG TERM OPPORTUNITY ?
EARN GREAT MONEY WEEKLY
WORKING EVENINGS & WEEKENDS

WE OFFER:
FULL TRAINING
FLEXIBLE SCHEDULE
FUN WORK ENVIRONMENT
AN OPPORTUNITY TO GROW
WEEKLY PAYCHECK

THIS JOB IS AVAILABLE TO THOSE PEOPLE WHO ARE SELF MOTIVATED, RELIABLE, OUTGOING AND WOULD LIKE TO DO PROMOTIONS AT SPECIAL EVENTS, RETAIL & GROCERY STORES REPRESENTING THE WACO TRIBUNE HERALD
MUST HAVE RELIABLE TRANSPORTATION
PREVIOUS SALES EXPERIENCE PREFERRED
OPENINGS NOW AVAILABLE.
FOR MORE INFORMATION CALL RSM AND ASK FOR SHAWN:
254-744-8015

NEWSPAPER DELIVERY ROUTES AVAILABLE

The Waco Tribune-Herald is accepting applications for Independent Contract Carriers for early morning route delivery. Applicants must be dependable, service oriented, and have reliable transportation. Must have a valid driver's license, and auto liability insurance in your name to be considered for this position. Delivery is completed early mornings seven days a week between 3 and 6 a.m. Routes are available in the following areas.

Delivery Area	Approx. Monthly Profit
Bellmead	\$1100
Lorena	\$1100
Woodway/Brewitt	\$1100
Ellisboro	\$1100
Meridian	\$1100
Breckenridge/Eddy	\$1200
Citrus	\$1200
Robbston	\$1200
Coaldge/Merida	\$1250
China Spring	\$1200
West	\$1200

Interest individuals should apply at 900 Franklin Ave. Waco, TX between 8 a.m. and 5 p.m. or call 1-800-495-7225 before 10 a.m. for more information. Attach a copy of your driver's license and insurance to the completed application.

Waco Tribune-Herald

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Rooms addition, bedrooms, kitchens, patios, decks, tile, mobile homes, vinyl siding, electrical, plumbing.
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Roofing, Painting, Add-Ons, Decks, Fence, Electrical. We do it all! Remodeling, Electrical & Plumbing.
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RICK CARR CONSTRUCTION
 Walk-in showers, Doors, All remodeling, painting. 744-5495

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Steel Carports & Awnings Storage/Utility Buildings. Kits & Full Installation Make us Southern Comfort. 254-405-1205

Construction Work

Drew's Construction
 Roofing, Painting, Concrete, Framing, Carpentry, Gutters, Drywall, New Construction & Add-Ons. Insurance Claims Specialist. Call 254-749-9165

Fencing, Repair

1st Choice Wood Fence & Gate
 Repair & Replacement
 Jerry's Handyman Services
 Waco, 254-424-4549 or 577-2811

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Complete Home Maintenance
 Decks, Carpentry, Painting, Flooring, Roofing & Repairs. Free estimates! Insured!
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 All Major Credit Cards Accepted
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Mowing, Edging, Hauling, Leaf Raking, Clean Out Garages, Small jobs also.
 You call, we haul top soil & gravel. We do paintings. For God Year Work call Stop Sign. Your Trust's Last Ride. 254-349-2324 or 254-224-2161

Home Repair

WILL HAUL OFF Old Appliances Scrap Metal FREE Call 254-867-8995

Home Repair

DISCOUNT FOUNDATION REPAIR
EXPERIENCE!
 Slab Foundations Pier & Beam FREE
 No-Comp. Repair. Re-Cracking of Doors & Windows. In-Home Estimates. Lifetime Warranty. Member of The BBB. Call us TODAY 254-412-8752 rancecd@bbbsouth.com

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Drywall Repair, Plaster Removal, Wallpaper Removal, Interior & Exterior Painting.
 33 yrs. local experience. Free estimates. Call 254-717-8211

Home Repair

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CALL TO ADVERTISE IN OUR SERVICE DIRECTORY
 254-757-3000

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Painting, Carpentry, Interior Wall Textures, Patio Covers. All phases of remodeling 27 yrs in Waco w/ 10 yrs CC licensed. **May's Home Enhancements** 254-722-0491

Lawn Services

Affordable Lawn Service
 Mowing, weed eating, trim, flower bed, etc. 254-405-5041

SHREDDING

Lots & small acreage
 Call 254-364-0117

Yard Work, Mowing, Brush / Trash Removal, Tree / Hedge Trimming.

Larry, 254-229-9779

Moving Service

ONE DAY MOVERS Packing, loading & unloading. CALL TODAY! 254-349-5148, 349-8822

Painting Service

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Roofing

Drew's Construction
 Roofing, Painting, Concrete, Framing, Carpentry, Gutters, Drywall, New Construction & Add-Ons. Insurance Claims Specialist. Call 254-749-9165

LIONEL'S ROOFING

709-4461 Aerial / Composition Painting. Free estimates

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CARL SURFUS Top soil, gravel, sand 254-379-1727. Tractor spreading, lot clearing

Forrest Redding Sand & Gravel

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 Just west of on a limb for you and so will be. Fully insured. 10% Senior or military discount. 27 years experience. No job too big or small. 254-493-0719

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 Tree Trimming & Removal. Stump grinder. Wood chipping. 18 yrs exp. Electrical Line Branch Trimming! No job too big or small. Free estimates. 254-329-5130. www.excellenttree services.com

FIREMAN'S TREE RESCUE.

Tree removal, trimming. Free estimates. 254-749-7254

TREES & ALL FENCING

Fencing, tree work & more. 20+ yrs exp. John Fry 329-9276

Tree Service by Russell

Trim, remove, stump grinding. For the best job & likely the best price call 722-4345

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- 8 lines of text
- Border
- 3 days
- Prepaid only

wacotrib.com/classifieds or fax: 254.757.5866

PUBLIC NOTICES

Found

FOUND Male dog w/curly hair Has collar & tags North 30th & Edmund area 254-498-0040

Lost

Lost in China Spring area med sz black dog w/gray whiskers around face 254-744-5622

LOST small Chihuahua near Melody Ranch near circle on June 18th 254-230-209/461-7402

LEGAL NOTICES

Legal Notices

PUBLIC SALE

1982 Homebuilt Houseboat
43' TX 1814 ZJ

Public sale at the entrance of Lake Waco Marina at 3201 Overflow Road Waco, TX on Friday, July 1 at 10:00 am

Attention Legal Advertiser!
For your convenience, you may e-mail your advertisement to us at the following address

legals@wacotrib.com
If you have any questions, please call 757-5737
This excludes liquor permits and some other types of legals ads
Call for details

NOTICE OF INTENTION TO ISSUE MCLENNAN COUNTY, TEXAS CERTIFICATE OF OBLIGATION

TAKE NOTICE that the Commissioners Court (the Court) of McLennan County, Texas (the County), shall convene at 9:00 o'clock A.M. on the 2nd day of August, 2016, at its regular meeting place in McLennan County Courthouse, and during such meeting, the Court will consider the passage of an order authorizing the issuance of certificates of obligation in the amount not to exceed \$10,000,000 for the purpose or purposes of paying contractual obligations of the County to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto, (2) acquiring, designing, constructing, renovating, repairing, and improving various existing County facilities and buildings (to include Americans with Disabilities Act improvements and modifications), including County Courthouse, County Records Building, County Annex Building, and Shrine Building, (3) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements, and (4) the payment of professional services related to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the Certificates) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County and from a lien on and pledge of certain of the revenues derived by the County from the operation of the County's library system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Section 1473.002, as amended, Texas Government Code, and Chapter 323, as amended, Texas Local Government Code.
/s/ J.A. "Andy" Harwell
County Clerk and Ex-Officio Clerk of the Commissioners Court of McLennan County, Texas

Legal Notices

NOTIFICATION OF DISPOSITION OF COLLATERAL BY PUBLIC SALE

From: J. David Dickson Beard Kutynen Brophy Bonawick & Dickson 220 S. 4th St. Waco, TX 76701 254-776-6600

Secured Party: Gene and Joyce Holmes Revocable Trust 324 Paisano Trace Road Belton, TX 76513

Name of Debtor: Gilbar Global Holdings, LLC

We will sell the Note dated May 5, 2010 (the "Collateral"), in the principal sum of \$650,000.00, executed by Claude Gene Gilstrap and payable to the order of Richard S. Clawson and Bryce A. Young, which is secured by a Deed of Trust dated May 5, 2010, to Glen D. Everton, Trustee of said Deed of Trust, recorded in Instrument #10050614, of the Archives of the Registrar of Shelby County, Tennessee to the highest qualified bidder in public as follows:
Day and Date July 15, 2016 Time: 10:00 AM Place: Beard Kutynen Brophy Bonawick Dickson, LLP 220 S. 4th St. Waco, TX 76701

Public sale at the entrance of Lake Waco Marina at 3201 Overflow Road Waco, TX on Friday, July 1 at 10:00 am

EMPLOYMENT

General

DEPT SUPERVISOR & GENERAL HELP needed for Lumber Mill! Call for appt 254-744-5741 or 254-799-4992

GENERAL LABORER able to lift 75lbs, standard shift truck, & forklift Valid DL Apply at 1110 LaSalle

INDUSTRIAL MECHANIC

HOBBS BONDED FIBERS
Hobbs Bonded Fibers is seeking an industrial mechanic for our 2nd shift, 7:00 p.m. to 7:00 a.m.
- Must have good trouble shooting skills, electrical background a plus.
- Work schedule is five day work week, 12 hour shift
- Hobbs Bonded Fibers offers:
- Low cost medical, dental, and vision insurance
- Free life insurance
- Paid holidays
- Paid vacation
- 401k
- Opportunity for advancement
- Overtime available
High school diploma or GED required. Drug and alcohol screening required.
Apply at Hobbs Bonded Fibers, 200 S Commerce Dr. Waco TX
Hobbs Bonded Fibers is an Equal Opportunity Employer

Health Care

DIRECT CARE - The Wood Group is accepting applications for **IDD Crisis Respite Facility Full time shifts M-F (evening & overnight), weekend shifts (day/night)**. We are seeking individuals with (or without) experience working with intellectual developmentally disabled clients preferred. To apply visit our website www.woodgroupinc.com and fax application to 254-418-2203. For questions Chris at 254-418-2203.

MEDICAL - Crestview Healthcare Residence, Assistant Director of Nursing Great work environment! Competitive pay!
Fax resume to 254-753-3343 or apply 1400 Lake Shore 753-0291

Sales

SALES PROFESSIONAL Hiring New Sales Professional for new automotive sales of Jeff Heston Toyota. Significant bonus available based on experience. Great environment. Family owned and operated since 1960. Health and 401k benefits available. Contract Routine Bell at 254-663-7218.

MERCHANDISE

Antiques

ARMOIRE / WARDROBE
Antique \$1400
Call 254-399-6644

Appliances

RANGE - O'Keefe Merritt Gas
Rotisserie & griddle. 2 ovens
\$600 254-749-1632

REFRIGERATOR - Tokyo
Almond Kenmore Side by side,
36X70 refrigerator freezer
\$750 254-826-4657

Collectibles

GOEBEL M 1 Hummel
figurines 27 pieces, from 1960's through 2000's. Many purchased in Germany, all in pristine condition. Several Rare limited edition pieces. Prefer to sell entire collection but will consider individual sales if price is right.
512 922-4312
email for pics/info
hummelsales@yahoo.com

Commercial Equipment

AIR COMPRESSOR
Commercial Air compressor for sale
\$1,279. 254-799-5684

Electronics

VCR & DVD player Plus 100 tapes
\$25 254-829-2248/230-7713

Firewood, Fuel

MESQUITE WOOD Full truck load \$100 Will deliver
Call 254-292 9370

Furniture, Household Items

ARMOIRE / WARDROBE
Call 254-749-1632

LIVING ROOM FURNITURE
- 3 piece microsuade reclining sofa, loveseat and single chair
- Loveseat has center console for storage
- loveseats \$1100
- Faux leather recliner - \$250 like new
Call 254-214-2485 email at dawnkathleen51@aatt.net

DECOR - Accumulation of 50
Years. Home decorations, some turn, wicker rocking chair, curio with figurines
Come & see Speepleville area
Call for appt 254-835-4671

DINING TABLE (round) w/2
chairs. Good condition \$45
Call 254-835-7677

FURNITURE - Executive
Office Furniture by Hooker
Lrg executive desk, credenza with top/case & a lrg bookcase. Glass tops for each piece. Excellent condition.
Retail at \$14,000. Asking \$3000
OBO 254-498-8427

SOFA, loveseat & center table
\$700 Neg. Dining table w/ 4 chairs. Good price \$650 Neg. Washer, Whirlpool 2013 \$250. Cash only 972-302-6271

SOFA - Matching sofa,
loveseat, chair & ottoman
Wood trim Very good condition \$1,000 254-776-3782

TABLE & 4 CHAIRS, \$300
Entertainment center \$125
Entry table \$200 254-548-3500

Medical Equipment

POWER CHAIR
Homed 1945
New Batts \$425 254-751-0929

SCOOTER 3 Wheel, Golden
Companion New baths \$375
254-751-0929



TUB & SPA Step-In Tub & spa
Slightly used, great condition. Works perfectly.
Best offer 254-666-2089

Miscellaneous For Sale

ALLERGEN REMOVER
Holmes \$50
Call 254-399-0533

COMMODORE - Kohler White
Elongated Good Condition
\$30 254-772-2257

MOTOR OIL - Case of 12
quarts Quaker State SAE 10W 30 \$40 254-666-2233

Nursery, Trees, Plants

TREES - B&B Large Trees for sale w/ warranty. Pictures available upon request. 5" calibur, 6" calibur, 8" calibur live oak & red oak trees. Other trees also available. Two tree minimum. Delivery not included w/ tree prices. Call about trees & prices. 254-216-1170

Sheds, Carports

STORAGE BUILDING -
Wood, 12x24 \$2,600
Call 512-748-4663

Tools

AC COMPRESSOR, \$800 & MILLER, \$350
Call for more info. 254-715-6494

PETS

Cats

Nicole
"What's awesome about her? I'm a Cat with a capital C!"
4 year old Domestic Shorthair

Little Girl
"I've got Dixie Power! I'll steal your heart with my cuteness!"
4 year old Miniature Dachshund

Sharon
"Howdy, partner! I'm the purrliest pooch in the West!"
1 year old Shih Tzu

Laurence
"I'm a faithful companion - I never want to leave your side!"
7 year old German Shepherd

SHIH TZU - 14 month old male
shih tzu, \$ 350 includes cost of neuter. Puppies, 9 wks old 2 males \$280, 1 female \$900. All from AKC champion show dogs.
254-644-9404 or maw111@comcast.net

SCHNAUZER'S - AKC Toy & teacup!
Black/olive or all Black. Male & Female. Serious Callers, 817-657-1187

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Black/olive or all Black. Male & Female. Serious Callers, 817-657-1187

Dogs

YORKIE / SHIH TZU Puppies
All breed \$150
Call 254-716-5417

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* Full Groom Available *
BEAT THE HEATVY
** turns your dog's coat into insulation not a heat trap!
** Nails**Ears**Blow Dry**
Super convenient! I drive to you. SAVE 60% from salon!!!
254 447 0552

go whole hog.



motorcycle listings daily
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Shelter Animals

Shelter Animals

Hope
"Everyone needs some hope in their lives - let me be yours!"
9 month old Domestic Shorthair

Nicole
"What's awesome about her? I'm a Cat with a capital C!"
4 year old Domestic Shorthair

Little Girl
"I've got Dixie Power! I'll steal your heart with my cuteness!"
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Shelter Animals

Save a Life, Adopt or Foster Today!

Kimba is a sweet kiffy ready to find her forever home!

Dillon has a perfect personality and is all snuggles!

Trojan is a little guy with a big heart! He's a sweet boy with places to go! Come meet your adventure buddy!

Dixie is looking for a retirement home! This laid back lady maybe a little older but she's got a lot of spirit!

HUMANIE SOCIETY OF CENTRAL TEXAS
2022 Circle Rd - 754-1454

COMMERCIAL, RENTALS

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Locally Owned and Managed Properties

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Various Locations to Include Wells Fargo Tower-Wooded Acres
Central Tower - Bosque Blvd
Baylor Tower
and other Downtown Locations
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ELM MOTT Office /
Warehouses on 135 14' OH doors, 3 phase, good access
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EARN GREAT MONEY WEEKLY WORKING EVENINGS & WEEKENDS

WE OFFER:
FULL TRAINING
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THIS JOB IS AVAILABLE TO THOSE PEOPLE WHO ARE SELF MOTIVATED, RELIABLE, OUTGOING AND WOULD LIKE TO DO PROMOTIONS AT SPECIAL EVENTS, RETAIL & GROCERY STORES REPRESENTING THE WACO TRIBUNE HERALD. MUST HAVE RELIABLE TRANSPORTATION. PREVIOUS SALES EXPERIENCE PREFERRED. OPENINGS NOW AVAILABLE.

FOR MORE INFORMATION CALL RSM AND ASK FOR SHAWN:
254-744-8015

NEWSPAPER DELIVERY ROUTES AVAILABLE

The Waco Tribune-Herald is accepting applications for Independent Contract Carriers for early morning route delivery. Applicants must be dependable, service oriented, and have reliable transportation. Must have a valid driver's license, and auto liability insurance in your name to be considered for this position. Delivery is completed early mornings seven days a week between 3 and 6 a.m. Routes are available in the following areas:

Delivery Area	Approx. Monthly Profit
Bellmead	\$1100
Lorena	\$1100
Woodway/Brewitt	\$1100
Hillsboro	\$1100
Meridian	\$1100
Bronco/Eddy	\$1200
Cibola	\$1200
Robinson	\$1200
Coollidge/Mexia	\$1250
China Spring	\$1200
West	\$1300

Interested individuals should apply at 800 Franklin Ave. Waco, TX between 8 a.m. and 5 p.m. or call 1-800-480-7225 before 10 a.m. for more information. Attach a copy of your driver's license and insurance to the completed application.

Waco Tribune-Herald

FILED: JUL 19 2016

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

**ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS JULY 18, 2016**

On this the 19 day of July, 2016, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for July 18, 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Financial Obligations and Authorization of the County Treasurer be, and the same is hereby, approved by unanimous vote.

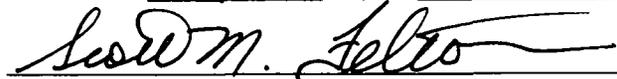
Order of the Commissioners' Court of McLennan County

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
07-18-16	452	\$912,482.33
E071816	118	\$62,767.12
GRAND TOTAL	570	\$975,249.45

Approved and ordered by the McLennan County Commissioners Court

on this the 19th day of JUL, 2016


County Judge

FILED: JUL 19 2016

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

ORDER APPROVING:

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

On this the 19 day of July, 2016, came on for consideration the regarding the County Treasurer's Investment Reports. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Reports be, and the same are hereby, approved by unanimous vote.

Weighted Average Maturity (Days), Investments Maturing in 730 days (2 Years) or Less. 41 Days
 Portfolio Weighted Average Maturity 143 Days
 EOM Book Value of Investments With Maturity Dates Beyond 730 days (2 Years). \$7,085,722.99
 EOM Book Value of Investments With Maturity Dates Beyond 11/30/2016. \$13,167,817.36

Received

JUN 06 2016

McLennan County Judge

Maturity Date Totals By Year:			
2016	2017	2018	2019
\$62,487,930.13	\$6,082,094.37	\$2,010,928.57	\$5,074,794.42
			\$0.00

**McLennan County
Investments Detail**

6/30/2016

Collateralized Certificates of Deposit

CD Average Rate of Return at End of Month 0.90% CD Daily Interest Accrual \$349.63

CDs Maturing in 2 Years or Less, Weighted Average Maturity (Days) 212

Description	Maturity Date	Date Liquidated	Interest Pays	Interest Rate	Previous EOM Book Value	Int Paid Current Month	Net Earnings Current Month	EOM Principal Balance	EOM Accrued Int.	Ending Book Value	Next Int Payment Due
Central National XXXX479	12/31/2017		Quarterly	0.95%	\$4,072,660.08	\$0.00	\$3,176.05	\$4,067,578.39	\$8,257.74	\$4,075,836.13	7/13/2016
Central National XXXX177	11/30/2016		Quarterly	0.65%	\$5,107,001.89	\$0.00	\$2,728.25	\$5,106,729.06	\$3,001.08	\$5,109,730.14	8/28/2016
Central National XXXX193	4/30/2019		Quarterly	1.10%	\$5,072,918.85	\$0.00	\$1,875.57	\$5,070,980.76	\$3,813.66	\$5,074,794.42	7/31/2016
CD Totals: \$0.00 \$7,779.88 \$14,245,288.21 \$15,072.47 \$14,260,360.68											

US Government Agencies and Treasuries

Security Average Rate of Return at End of Month. 1.08%

Security Daily Interest Accrual \$117.81

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

Description	Date Settled	Maturity Date	Date Liquidated	Interest Pays	Current Coupon Rate	Current Return Rate	Earnings Paid Current Month	EOM Par Value	EOM Prin Balance	EOM Accrued Interest	EOM Prem_Disc Accrued.	EOM Book Value	Next Int Payment Due
Federal Home Loan Banks 3130A5LB3	6/30/2015	6/28/2016		Semi-Annually	0.00%	0.000%	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Next Call Date	Called 06/28/2016												
Federal Home Loan Mortgage Corporation 3134G7MH1	8/17/2015	8/17/2017		Semi-Annually	0.85%	0.850%	\$0.00	\$2,000,000.00	\$2,000,000.00	\$6,258.24	\$0.00	\$2,006,258.24	8/17/2016
Next Call Date	8/17/2016	One time call 08/17/2016											
Federal Home Loan Banks 3130A5YN3	7/29/2015	10/29/2018		Semi-Annually	1.30%	1.300%	\$0.00	\$2,000,000.00	\$2,000,000.00	\$10,928.57	\$0.00	\$2,010,928.57	7/29/2016
Next Call Date	7/29/2016	07/29/2016 One Time Call											

US Government Agency and Treasury Totals: \$15,000.00 \$4,000,000.00 \$17,186.81 \$0.00 \$4,017,186.81

**McLennan County
Investments Detail**

6/30/2016

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

Pool/MM Average Rate of Return at End of Month 0.4629%

Description	Account Type	Date Liquidated	Interest Rate	Average Monthly Balance	Monthly Interest Paid	Beginning Principal	Deposits	Withdrawals	Ending Book Value		
First National Bank of Central Texas XXXXXX92	Collateralized Savings Account		0.4000%	\$903,360.26	\$297.00	\$903,360.26	\$297.00	\$0.00	\$903,657.26		
TexPool 449XXXXXXXXXX	Investment Pool		0.3633%	\$24,614,269.95	\$7,345.89	\$25,780,691.75	\$7,345.89	\$2,500,000.00	\$23,288,037.64		
TexPool 590XXXXXXXXXX	Investment Pool		0.5550%	\$25,799,978.88	\$11,768.92	\$25,799,586.58	\$11,768.92	\$0.00	\$25,811,355.50		
Interest Bearing Account Totals:							\$19,411.81	\$52,483,638.59	\$19,411.81	\$2,500,000.00	\$50,003,050.40

Non-Interest Bearing Collateralized Accounts

Description	Date Liquidated	Earnings Credit Rate	Previous EOM Balance	Deposits	Checks Issued	ACH/Wire Withdrawals	Voids	EOM Balance	Outstanding Checks	EOM Adjustments	Ending Bank Statement Bal
BBVA Compass XXXXXXXX0837		0.45%	\$4,464,555.27	\$9,149,705.44	\$1,939,661.01	\$4,380,609.89	\$16,662.68	\$7,310,652.49	\$302,162.60	\$0.00	\$7,612,815.09
Bank of America XXXXXXXX432		0.15%	\$37,931.28	\$26,565.82	\$0.00	\$0.00	\$0.00	\$64,497.10	\$21,212.69	\$0.00	\$85,709.79
NonInterest Bearing Account Totals:										\$7,375,149.59	

Bill Letton

McLennan County Investment Officer

Per Government Code 2256.023(b)(3)

Total Book Value Effective 6/30/2016 **\$75,655,747.49**

ACCEPTED BY COMMISSIONERS COURT
THIS 10 DAY OF JULY 2016
Scott M. Letton
COUNTY JUDGE

For RECEIVING

**McLennan County
Cash Transaction Summary
6/30/2016**

5/31/2016	Beginning Balance	Total Investments:	Pooled Cash DDA:
		\$77,265,053.72	\$4,502,486.55

Revenue/Deposits

June 2016 Investment Income	\$33,030.73	
June 2016 NonInvestment Revenue	\$4,661,271.26	\$9,176,271.26

Disbursements

Checks Issued

Transaction Date:	Check Range	Type.	Amount
6/2/2016	318998 - 318998	Accounts Payable	\$500.00
6/3/2016	5011972 - 5012115	Payroll	\$23,005.62
6/6/2016	318999 - 319035	Accounts Payable	\$13,358.89
6/7/2016	319036 - 319263	Accounts Payable	\$486,752.87
6/9/2016	319264 - 319265	Accounts Payable	\$708.05
6/10/2016	319266 - 319273	Accounts Payable	\$87,729.12
6/10/2016	5012116 - 5012117	Payroll	\$230.54
6/13/2016	319274 - 319299	Accounts Payable	\$23,469.75
6/14/2016	319300 - 319331	Accounts Payable	\$24,320.83
6/15/2016	319332 - 319332	Accounts Payable	\$94.80
6/17/2016	319333 - 319350	Accounts Payable	\$33,080.54
6/20/2016	319351 - 319372	Accounts Payable	\$10,037.30
6/21/2016	319373 - 319757	Accounts Payable	\$999,460.13
6/23/2016	319758 - 319778	Accounts Payable	\$90,822.47
6/24/2016	5012118 - 5012119	Payroll	\$313.70
6/27/2016	319779 - 319826	Accounts Payable	\$68,677.74
6/28/2016	5012120 - 5012120	Payroll	\$278.00
6/29/2016	319827 - 319827	Accounts Payable	\$135.50
6/30/2016	319828 - 319833	Accounts Payable	\$76,685.16

Checks Issued:	\$1,939,661.01	\$1,939,661.01
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ACH/Wire Disbursements

Transaction Date:	Purpose:	Amount	DDA Only.
6/6/2016	IRS 941 Tax Payment	\$2,169.26	<input type="checkbox"/>
6/7/2016	ACH Accounts Payable	\$45,223.00	<input type="checkbox"/>
6/8/2016	Transfer: Employee Health Insurance Trust	\$354,659.95	<input type="checkbox"/>
6/10/2016	ACH Payroll	\$1,037,568.12	<input type="checkbox"/>
6/10/2016	Health Savings Account Deposits	\$6,980.86	<input type="checkbox"/>
6/13/2016	IRS 941 Tax Payment	\$391,846.55	<input type="checkbox"/>
6/13/2016	Child Support	\$8,920.46	<input type="checkbox"/>
6/15/2016	Employee Retirement	\$593,993.89	<input type="checkbox"/>
6/21/2016	ACH Accounts Payable	\$78,303.54	<input type="checkbox"/>
6/23/2016	Grant for Property Taxes	\$98,217.16	<input type="checkbox"/>
6/24/2016	ACH Payroll	\$1,045,433.37	<input type="checkbox"/>
6/24/2016	Health Savings Account Deposits	\$6,326.78	<input type="checkbox"/>
6/27/2016	IRS 941 Tax Payment	\$394,891.49	<input type="checkbox"/>
6/27/2016	Child Support	\$9,015.53	<input type="checkbox"/>
6/28/2016	TDCJ: Adult Probation Employee Benefits	\$10,361.77	<input type="checkbox"/>
6/28/2016	US Bank: Bureau of Prisons	\$15,714.00	<input type="checkbox"/>
6/28/2016	US Bank. Johnson County	\$159,544.00	<input type="checkbox"/>

**McLennan County
Cash Transaction Summary
6/30/2016**

Total Investments:

Pooled Cash DDA:

6/28/2016 US Bank Johnson County	\$65,296 00
6/28/2016 US Bank: Waco ICE	\$1,257 12
6/28/2016 US Bank: Austin ICE	\$279 36
6/28/2016 US Bank: Bosque County	\$17,802 00
6/28/2016 US Bank: NTX USMS	\$20,532 96
6/28/2016 US Bank. NTX USMS	\$16,272.72

ACH/Wire Disbursements:	\$4,380,609.89	\$4,380,609 89
Voided Checks:	<u>\$16,662 68</u>	<u>\$16,662.68</u>
Disbursement Total:	\$6,303,608.22	\$6,303,608 22

Ending Balances

Pooled Cash EOM Balance 6/30/2016	<u>\$75,655,747 49</u>	<u>\$7,375,149 59</u>
Outstanding Checks:		\$323,375 29
Depository Adjustments:		\$0.00
Bank Balance:		<u>\$7,698,524.88</u>
Pooled Cash EOM Balance 6/30/2015	<u>\$69,457,485.15</u>	
Annual Increase in EOM Balance	\$6,198,262.34	

Fiscal Year-to-Date Investment Summary 6/30/2016

Description	Date Liquidated.	Maturity Date	Current Rate of Return:	Investment Type	Current Month Earnings Paid:	Fiscal Year-to-Date Earnings Paid	Fiscal Year-to-Date Earnings Accrued.	EOM Book Value
FHLMC 3134G7MH1	8/17/2017	8/17/2017	0.8500%	AGENCY	\$0.00	\$8,500.00	\$12,725.64	\$2,006,258.24
FHLB 3130A5YN3	10/29/2018	10/29/2018	1.3000%	AGENCY	\$0.00	\$13,000.00	\$19,477.49	\$2,010,928.57
FHLB 3130A5LB3	6/28/2016	12/28/2018	0.0000%	AGENCY	\$15,000.00	\$29,833.33	\$22,293.73	\$0.00
FHLMC 3134G7LU3	10/29/2015	7/29/2019	0.0000%	AGENCY	\$0.00	\$8,500.00	\$2,679.35	\$0.00
FHLMC 3134G6AH6	11/12/2015	2/12/2020	0.0000%	AGENCY	\$0.00	\$6,250.00	\$2,921.20	\$0.00
FNMA 3136G2DQ7	11/13/2015	2/13/2020	0.0000%	AGENCY	\$0.00	\$8,300.00	\$4,286.63	\$0.00
FNMA 3136G2DW4	2/20/2016	2/20/2020	0.0000%	AGENCY	\$0.00	\$7,500.00	\$5,828.81	\$0.00
FHLMC 3134G6V42	3/29/2016	6/29/2020	0.0000%	AGENCY	\$0.00	\$30,000.00	\$19,836.07	\$0.00
CNB XXXX177		11/30/2016	0.6500%	CD	\$0.00	\$24,837.20	\$24,851.80	\$5,109,730.14
CNB XXXX479		12/31/2017	0.9500%	CD	\$0.00	\$28,949.04	\$34,147.38	\$4,075,836.13
CNB XXXX193		4/30/2019	0.4500%	CD	\$0.00	\$17,153.92	\$17,104.51	\$5,074,794.42
BBVA XXXXXX0837			0.4500%	DDA	\$0.00	\$0.00	\$0.00	\$7,310,652.49
BOA XXXXXX432			0.1500%	DDA	\$0.00	\$0.00	\$0.00	\$64,497.10
TEXSTAR XXXXXX90	12/23/2015		0.0000%	POOL	\$0.00	\$0.00	\$0.00	\$0.00
TEXPOOL 590XXXXXXXXXX			0.5550%	POOL	\$11,768.92	\$66,015.49	\$66,015.49	\$25,811,355.50
TEXPOOL 449XXXXXXXXXX			0.3633%	POOL	\$7,345.89	\$38,271.69	\$38,271.69	\$23,288,037.64
BBVA XXXXX9475	1/13/2016		0.0000%	SAVINGS	\$0.00	\$2,560.55	\$2,560.55	\$0.00
EXTRACO XXXX7614	2/19/2016		0.0000%	SAVINGS	\$0.00	\$679.03	\$679.03	\$0.00
FNBCT XXXXX92			0.4000%	SAVINGS	\$297.00	\$2,708.93	\$2,708.93	\$903,657.26
End of Month Totals:					\$34,411.81	\$293,059.18	\$276,388.29	\$75,655,747.49



Market Value Source: **TEXPOOL**

**Change in Book Value and Market Value
Between 5/31/2016 and 6/30/2016**

	5/31/2016	6/30/2016	
	Previous EOM Book Value:	Current EOM Book Value:	Current EOM Market Value More or (Less) than Book Value
Collateralized Certificates of Deposit			
CNB XXXX193	\$5,072,918.85	\$5,074,794.42	\$0.00
CNB XXXX177	\$5,107,001.89	\$5,109,730.14	\$0.00
CNB XXXX479	\$4,072,660.08	\$4,075,836.13	\$0.00
Subtotal Collateralized Certificates of Deposit	\$14,252,580.81	\$14,260,360.68	\$7,779.87

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

TEXPOOL 590XXXXXXXXXX	\$25,799,586.58	\$25,811,355.50	\$0.00
FNBT XXXXX92	\$903,360.26	\$903,657.26	\$0.00
TEXPOOL 449XXXXXXXXXX	\$25,780,691.75	\$23,288,037.64	\$0.00
Subtotal Investment Pools, Money Market Mutual Funds, & Collateralized Savings Accounts	\$52,483,638.59	\$50,003,050.40	(\$2,480,588.19)

Non-Interest Bearing Collateralized Accounts

BOA XXXXXX432	\$37,931.28	\$64,497.10	\$0.00
BBVA XXXXXX0837	\$4,464,555.27	\$7,310,652.49	\$0.00
Subtotal Non-Interest Bearing Collateralized Accounts	\$4,502,486.55	\$7,375,149.59	\$2,872,663.04

US Government Agencies and Treasuries

FHLMC 3134G7MH1	\$2,004,857.14	\$2,006,258.24	\$998.00
FHILB 3130A5VN3	\$2,008,785.71	\$2,010,928.57	\$1,294.00

**Change in Book Value and Market Value
Between 5/31/2016 and 6/30/2016**

	5/31/2016		6/30/2016		
	Previous EOM Book Value:	Previous EOM Market Value:	Current EOM Book Value:	Current EOM Market Value:	Change in Book Value:
FHLB 3130ASLB3	\$2,012,704.92	\$2,013,064.92	\$0.00		\$0.00
Subtotal US Government Agencies and Treasuries	\$6,026,347.77	\$6,028,883.77	\$4,017,186.81	\$4,019,478.81	(\$2,009,160.96)
Overall Totals	\$77,265,053.72	\$77,267,589.72	\$75,655,747.49	\$75,658,039.49	(\$1,609,306.23)
					\$2,292.00

Depository Collateral Report
Effective
6/30/2016

BBVA Compass

Custodian	Description	CUSIP/LOC#	Maturity Date	Interest Rate	Price	EOM Basis	EOM Market Value Excluding Accrued Interest
FHLB Letter of Credit	FHLB Letter of Credit #XX597	XX597	1/6/2017	0.0000%	1	\$12,500,000.00	\$12,500,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XX002	XX002	2/4/2017	0.0000%	1	\$2,000,000.00	\$2,000,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XX636	XX636	2/22/2017	0.0000%	1	\$7,500,000.00	\$7,500,000.00
						BBVA Compass Collateral Subtotal	\$22,000,000.00
						FDIC Coverage	<u>\$250,000.00</u>
						BBVA Compass Total Deposit Coverage:	\$22,250,000.00
						BBVA Compass Total Deposits:	<u>\$18,500,831.99</u>
						Collateral Surplus	\$3,749,168.01

Central National

Custodian	Description	CUSIP/LOC#	Maturity Date	Interest Rate	Price	EOM Basis	EOM Market Value Excluding Accrued Interest
FHLB Letter of Credit	FHLB Letter of Credit #XXXXX001	XXXXX001	12/31/2016	0.0000%	1	\$5,200,000.00	\$5,200,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXXXXXXX009	XXXXXXXX009	5/31/2017	0.0000%	1	\$5,100,000.00	\$5,100,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXXXX0055	XXXXX0055	1/16/2018	0.0000%	1	\$4,000,000.00	\$4,000,000.00
						Central National Collateral Subtotal	\$14,300,000.00
						FDIC Coverage	<u>\$250,000.00</u>
						Central National Total Deposit Coverage:	\$14,550,000.00
						Central National Total Deposits:	<u>\$14,260,360.68</u>
						Collateral Surplus	\$289,639.32

Depository Collateral Report
Effective
6/30/2016

First National Bank of Central Texas

Custodian	Description	CUSIP/LOC#	Maturity Date	Interest Rate	Price	EOM Basis	EOM Market Value Excluding Accrued Interest
BBVA Compass	FNMA #3138AVRH0	3138AVRH0	10/1/2026	3.0000%	1.04999523	\$745,638.24	\$782,916.60
				First National Bank of Central Texas Collateral Subtotal		FDIC Coverage	\$782,916.60
				First National Bank of Central Texas Total Deposit Coverage:			\$1,032,916.60
				First National Bank of Central Texas Total Deposits:			<u>\$903,657.26</u>
				Collateral Surplus			\$129,259.34

ORDER ACCEPTING:

RECORDING OF MEETING MINUTES
RE: MCLENNAN COUNTY INSURANCE SAFETY COMMITTEE

On this the 19 day of July, 2016, came on for consideration the matter of McLennan County Insurance Safety Committee: Recording of Meeting Minutes. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

Insurance Safety Committee Meeting

Thursday, June 8, 2016

2:00 p.m.

County Attendees: Commissioner Kelly Snell, Ken Bass, Dustin Chapman, Pam Whitlock, Terri Clemons, Ann Forrest, Amanda Talbert, Herschel Miller, John Johnson and Chrissy Brault

TAC Attendees: Thomas Kerss, Dianna Cecil, Isaac Garcia, Ernesto Galindo and Stacy Corluccio

AGENDA

- **Review the current Workman's Comp Claims**

There were only a few open Worker's Comp claims that were not working individuals, and all but one happened recently.

With the one that was still open there was some discussion regarding procedures in handling these types of claims and things to take in consideration (ex. Reviews that can be performed)

High Claims:

- \$21,000 claim that stemmed from an inmate scuffle

of Claims in last 6 months:

- 9 Law Enforcement Claims
- 4 Clerical Claims
- 3 Road & Bridge Claims

- **Get TAC suggestions for policies**

Drug testing after accidents: this is included in the new policy per Amanda Talbert.

There will be 2 separate policies to include documentation pertaining to Safety:

1. Employee: will include the responsibility of the employee when they personally get injured on the job.
2. Supervisor: Explaining what the proper protocol should be for reporting, what information you should gather and who should be contacted.

Follow OSHA standards

Follow Health and Safety Codes

There should be a workplace chemical list. This list should be ready at the finger tips, can be in a PDF format on a computer, and needs to be done on a facility basis.

There should also be additional training for Maintenance of Buildings on Bodily Fluid clean-up.

- **Recommendations for Incident Reports**

Examples of incident report

Currently working on Customized Loss Control Incident Report (to be reviewed at next meeting)

There needs to have the following:

Action Plan for accidents. – Amanda T. (This will help when there are slips and falls from non-employees. There needs to be some training/plan that all employees in high volume areas are aware of the precautions that need to take place.

Accident training – Amanda T.

Accident Investigation training- Amanda T.

Action Prevention Plan

Specific Department Safety handbooks (Road & Bridge- TxDOT)

All accidents should be reported this includes papercuts, tripping over a step, etc. this will prevent from things coming up at a later date with no documentation.

- **Recommendations for future meetings**

n/a

- Updates from TAC:

- Mr. Garcia: Risk Management Grant: McLennan County has submitted some of their projects and they should know something soon regarding awarded grant funds.
- Mr. Keress: Met with the Sheriff's Office prior to meeting. He discussed trainings using the force simulator. This has the potential to train employees how to handle violent inmate situations and can also help prevent injuries. This should be available in the late fall and can only accommodate 30 individuals per day. Also, looking at the driving training.

- **Adjourn**

FILED: JUL 19 2016

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

ACCEPTED BY COMMISSIONERS COURT
THIS 19 DAY OF JUL 20 16
[Signature]
COUNTY JUDGE

*For
RECORD*

ORDER ACCEPTING:

DETAILED DEPOSIT DISTRIBUTION REPORTS, JUNE 2016:
TAX ASSESOR / COLLECTOR

On this the 19 day of July, 2016, came on for consideration the matter of Tax Assessor / Collector: Detailed Deposit Distribution Reports, June 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Reports be, and the same are hereby, accepted by unanimous vote.

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



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

July 8, 2016

Received

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

JUL 13 2016

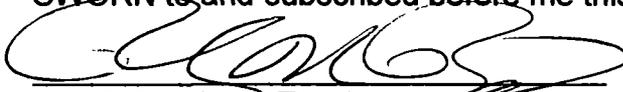
McLennan County Judge

Dear Judge Felton:

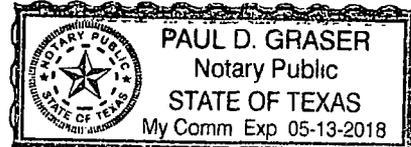
Please see enclosed the detailed Deposit Distribution Report by year and fund for the previous month.

I, Randy H. Riggs, Tax Collector of McLennan County do solemnly swear that the enclosed statement of all taxes collected by me during the month of June 2016 is true and correct.

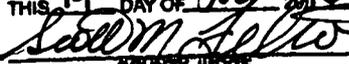
SWORN to and subscribed before me this July 8, 2016.


Randy H. Riggs, Tax Assessor/Collector


Notary Public, McLennan County
Commission Expires 5-13-18



Comm# 12421299-4

ACCEPTED BY COMMISSIONERS COURT
THIS 19 DAY OF July 2016

COUNTY JUDGE

For RECORDING

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TTF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2015	M & O	.511066	389,132.03	.00	50,643.32	42,990.16	396,785.19	7,233.50	.00	.00	447,008.85
	I & S	.024227	18,446.65	.00	2,400.59	2,037.96	18,809.28	.00	.00	.00	20,847.24
	TOTAL	.535293	407,578.68	.00	53,043.91	45,028.12	415,594.47	7,233.50	.00	.00	467,856.09
2014	M & O	.509052	22,235.88	.00	6,164.22	70.15	28,329.95	5,666.98	.00	.00	34,067.08
	I & S	.026241	1,146.12	.00	317.70	3.61	1,460.21	.00	.00	.00	1,463.82
	TOTAL	.535293	23,382.00	.00	6,481.92	73.76	29,790.16	5,666.98	.00	.00	35,530.90
2013	M & O	.505891	9,866.85	.00	3,795.45	57.49	13,604.81	2,645.83	.00	.00	16,308.13
	I & S	.029402	573.42	.00	220.56	3.35	790.63	.00	.00	.00	793.98
	TOTAL	.535293	10,440.27	.00	4,016.01	60.84	14,395.44	2,645.83	.00	.00	17,102.11
2012	M & O	.425268	4,329.38	.00	2,095.64	1.80	6,423.22	1,225.28	.00	.00	7,650.30
	I & S	.035305	359.41	.00	173.99	.15	533.25	.00	.00	.00	533.40
	TOTAL	.460573	4,688.79	.00	2,269.63	1.95	6,956.47	1,225.28	.00	.00	8,183.70
2011	M & O	.406751	2,676.48	.00	1,494.76	.00	4,171.24	735.13	.00	.00	4,906.37
	I & S	.035959	236.62	.00	132.18	.00	368.80	.00	.00	.00	368.80
	TOTAL	.442710	2,913.10	.00	1,626.94	.00	4,540.04	735.13	.00	.00	5,275.17
2010	M & O	.404228	1,829.12	.00	1,265.25	.00	3,094.37	522.88	.00	.00	3,617.25
	I & S	.038482	174.10	.00	120.43	.00	294.53	.00	.00	.00	294.53
	TOTAL	.442710	2,003.22	.00	1,385.68	.00	3,388.90	522.88	.00	.00	3,911.78
2009	M & O	.399900	2,038.86	.00	1,637.73	.00	3,676.59	647.09	.00	.00	4,323.68
	I & S	.043200	220.24	.00	176.99	.00	397.23	.00	.00	.00	397.23
	TOTAL	.443100	2,259.10	.00	1,814.72	.00	4,073.82	647.09	.00	.00	4,720.91
2008	M & O	.400608	1,308.57	.00	1,342.88	.00	2,651.45	583.45	.00	.00	3,234.90
	I & S	.049892	162.97	.00	167.23	.00	330.20	.00	.00	.00	330.20
	TOTAL	.450500	1,471.54	.00	1,510.11	.00	2,981.65	583.45	.00	.00	3,565.10
2007	M & O	.399500	614.23	.00	719.88	.00	1,334.11	294.85	.00	.00	1,628.96
	I & S	.053400	82.06	.00	96.24	.00	178.30	.00	.00	.00	178.30
	TOTAL	.452900	696.29	.00	816.12	.00	1,512.41	294.85	.00	.00	1,807.26
2006	M & O	.383600	574.94	.00	748.72	.00	1,323.66	295.41	.00	.00	1,619.07
	I & S	.056400	84.55	.00	110.05	.00	194.60	.00	.00	.00	194.60
	TOTAL	.440000	659.49	.00	858.77	.00	1,518.26	295.41	.00	.00	1,813.67
2005	M & O	.391100	455.09	.00	656.83	.00	1,111.92	244.93	.00	.00	1,356.85
	I & S	.057500	66.90	.00	96.57	.00	163.47	.00	.00	.00	163.47
	TOTAL	.448600	521.99	.00	753.40	.00	1,275.39	244.93	.00	.00	1,520.32
2004	M & O	.372500	394.13	.00	625.02	.00	1,019.15	223.72	.00	.00	1,242.87
	I & S	.060400	63.89	.00	101.38	.00	165.27	.00	.00	.00	165.27
	TOTAL	.432900	458.02	.00	726.40	.00	1,184.42	223.72	.00	.00	1,408.14

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY FEES	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2003	M & O	.363200	278.89	.00	494.74	.00	773.63	129.32	.00	.00	902.95
	I & S	.068200	52.38	.00	92.88	.00	145.26	.00	.00	.00	145.26
	TOTAL	.431400	331.27	.00	587.62	.00	918.89	129.32	.00	.00	1,048.21
2002	M & O	.349300	182.07	.00	362.23	.00	544.30	88.73	.00	.00	633.03
	I & S	.067800	35.36	.00	70.31	.00	105.67	.00	.00	.00	105.67
	TOTAL	.417100	217.43	.00	432.54	.00	649.97	88.73	.00	.00	738.70
2001	M & O	.375900	137.86	.00	295.39	.00	433.25	71.53	.00	.00	504.78
	I & S	.082000	30.07	.00	64.44	.00	94.51	.00	.00	.00	94.51
	TOTAL	.457900	167.93	.00	359.83	.00	527.76	71.53	.00	.00	599.29
2000	M & O	.373500	95.35	.00	244.44	.00	339.79	50.54	.00	.00	390.33
	I & S	.072900	18.62	.00	47.72	.00	66.34	.00	.00	.00	66.34
	TOTAL	.446400	113.97	.00	292.16	.00	406.13	50.54	.00	.00	456.67
1999	M & O	.361100	82.56	.00	232.34	.00	314.90	43.91	.00	.00	358.81
	I & S	.054600	12.51	.00	35.11	.00	47.62	.00	.00	.00	47.62
	TOTAL	.415700	95.07	.00	267.45	.00	362.52	43.91	.00	.00	406.43
1998	M & O	.338400	82.08	.00	240.83	.00	322.91	46.66	.00	.00	369.57
	I & S	.062500	15.14	.00	44.46	.00	59.60	.00	.00	.00	59.60
	TOTAL	.400900	97.22	.00	285.29	.00	382.51	46.66	.00	.00	429.17
1997	M & O	.323700	78.50	.00	243.09	.00	321.59	47.96	.00	.00	369.55
	I & S	.073600	17.86	.00	55.25	.00	73.11	.00	.00	.00	73.11
	TOTAL	.397300	96.36	.00	298.34	.00	394.70	47.96	.00	.00	442.66
1996	M & O	.321100	67.17	.00	224.26	.00	291.43	42.29	.00	.00	333.72
	I & S	.070900	14.84	.00	49.51	.00	64.35	.00	.00	.00	64.35
	TOTAL	.392000	82.01	.00	273.77	.00	355.78	42.29	.00	.00	398.07
1995	M & O	.342800	2.97	.00	7.53	.00	10.50	1.86	.00	.00	12.36
	I & S	.060900	.53	.00	1.34	.00	1.87	.00	.00	.00	1.87
	TOTAL	.403700	3.50	.00	8.87	.00	12.37	1.86	.00	.00	14.23
1994	M & O	.351300	3.05	.00	8.10	.00	11.15	1.96	.00	.00	13.11
	I & S	.061300	.53	.00	1.40	.00	1.93	.00	.00	.00	1.93
	TOTAL	.412600	3.58	.00	9.50	.00	13.08	1.96	.00	.00	15.04
1991	M & O	.241700	.00	.00	46.99	.00	46.99	.00	.00	.00	46.99
	I & S	.056100	.00	.00	10.91	.00	10.91	.00	.00	.00	10.91
	TOTAL	.297800	.00	.00	57.90	.00	57.90	.00	.00	.00	57.90

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIP AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		436,466.06	.00	73,589.64	43,119.60	466,936.10	20,843.81	.00	.00	530,899.51
ALL	I & S		21,814.77	.00	4,587.24	2,045.07	24,356.94	.00	.00	.00	26,402.01
ALL	TOTAL		458,280.83	.00	78,176.88	45,164.67	491,293.04	20,843.81	.00	.00	557,301.52
DLQ	M & O		47,334.03	.00	22,946.32	129.44	70,150.91	13,610.31	.00	.00	83,890.66
DLQ	I & S		3,368.12	.00	2,186.65	7.11	5,547.66	.00	.00	.00	5,554.77
DLQ	TOTAL		50,702.15	.00	25,132.97	136.55	75,698.57	13,610.31	.00	.00	89,445.43
CURR	M & O		389,132.03	.00	50,643.32	42,990.16	396,785.19	7,233.50	.00	.00	447,008.85
CURR	I & S		18,446.65	.00	2,400.59	2,037.96	18,809.28	.00	.00	.00	20,847.24
CURR	TOTAL		407,578.68	.00	53,043.91	45,028.12	415,594.47	7,233.50	.00	.00	467,856.09

JURISDICTION: 0002 FARM TO MARKET ROAD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2012	M & O	.023685	233.98	.00	114.26	.10-	348.14	61.53	.00	.00	409.77
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.023685	233.98	.00	114.26	.10-	348.14	61.53	.00	.00	409.77
2011	M & O	.021548	137.82	.00	78.13	.00	215.95	35.24	.00	.00	251.19
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.021548	137.82	.00	78.13	.00	215.95	35.24	.00	.00	251.19
2010	M & O	.021548	96.23	.00	66.46	.00	162.69	24.98	.00	.00	187.67
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.021548	96.23	.00	66.46	.00	162.69	24.98	.00	.00	187.67
2009	M & O	.021600	103.08	.00	83.32	.00	186.40	29.55	.00	.00	215.95
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.021600	103.08	.00	83.32	.00	186.40	29.55	.00	.00	215.95
2008	M & O	.014200	45.48	.00	46.62	.00	92.10	18.03	.00	.00	110.13
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.014200	45.48	.00	46.62	.00	92.10	18.03	.00	.00	110.13
2007	M & O	.012300	18.49	.00	21.74	.00	40.23	7.84	.00	.00	48.07
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.012300	18.49	.00	21.74	.00	40.23	7.84	.00	.00	48.07
2006	M & O	.011900	17.77	.00	23.13	.00	40.90	7.97	.00	.00	48.87
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.011900	17.77	.00	23.13	.00	40.90	7.97	.00	.00	48.87
2005	M & O	.011300	13.17	.00	18.96	.00	32.13	6.16	.00	.00	38.29
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.011300	13.17	.00	18.96	.00	32.13	6.16	.00	.00	38.29
2004	M & O	.012000	12.64	.00	20.06	.00	32.70	6.18	.00	.00	38.88
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.012000	12.64	.00	20.06	.00	32.70	6.18	.00	.00	38.88
2003	M & O	.009300	7.16	.00	12.66	.00	19.82	2.78	.00	.00	22.60
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.009300	7.16	.00	12.66	.00	19.82	2.78	.00	.00	22.60
2002	M & O	.011500	5.99	.00	11.92	.00	17.91	2.44	.00	.00	20.35
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.011500	5.99	.00	11.92	.00	17.91	2.44	.00	.00	20.35
2001	M & O	.011700	4.26	.00	9.16	.00	13.42	1.83	.00	.00	15.25
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00
	TOTAL	.011700	4.26	.00	9.16	.00	13.42	1.83	.00	.00	15.25

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT	
JURISDICTION: 0002 FARM TO MARKET ROAD												
2000	M & O	.010200	2.62	.00	6.68	.00	9.30	1.17	.00	.00	10.47	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.010200	2.62	.00	6.68	.00	9.30	1.17	.00	.00	10.47	
1999	M & O	.020500	4.68	.00	13.15	.00	17.83	2.15	.00	.00	19.98	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.020500	4.68	.00	13.15	.00	17.83	2.15	.00	.00	19.98	
1998	M & O	.018200	4.42	.00	13.00	.00	17.42	2.14	.00	.00	19.56	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.018200	4.42	.00	13.00	.00	17.42	2.14	.00	.00	19.56	
1997	M & O	.021800	5.27	.00	16.35	.00	21.62	2.62	.00	.00	24.24	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.021800	5.27	.00	16.35	.00	21.62	2.62	.00	.00	24.24	
1996	M & O	.027300	5.71	.00	19.08	.00	24.79	2.93	.00	.00	27.72	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.027300	5.71	.00	19.08	.00	24.79	2.93	.00	.00	27.72	
1995	M & O	.028200	.24	.00	.61	.00	.85	.13	.00	.00	.98	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.028200	.24	.00	.61	.00	.85	.13	.00	.00	.98	
1994	M & O	.028200	.24	.00	.65	.00	.89	.14	.00	.00	1.03	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.028200	.24	.00	.65	.00	.89	.14	.00	.00	1.03	
1991	M & O	.040000	.00	.00	7.78	.00	7.78	.00	.00	.00	7.78	
	I & S	.000000	.00	.00	.00	.00	.00	.00	.00	.00	.00	
	TOTAL	.040000	.00	.00	7.78	.00	7.78	.00	.00	.00	7.78	
ALL	M & O		719.25	.00	583.72	.10-	1,302.87	215.81	.00	.00	1,518.78	
ALL	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00	
ALL	TOTAL		719.25	.00	583.72	.10-	1,302.87	215.81	.00	.00	1,518.78	
DLQ	M & O		719.25	.00	583.72	.10-	1,302.87	215.81	.00	.00	1,518.78	
DLQ	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00	
DLQ	TOTAL		719.25	.00	583.72	.10-	1,302.87	215.81	.00	.00	1,518.78	
CURR	M & O		.00	.00	.00	.00	.00	.00	.00	.00	.00	
CURR	I & S		.00	.00	.00	.00	.00	.00	.00	.00	.00	
CURR	TOTAL		.00	.00	.00	.00	.00	.00	.00	.00	.00	

FILED JUL 19 2016
 J A "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myroslaw Gowan DEPUTY

ORDER ACCEPTING:

RECORDING OF SEMI-ANNUAL REPORT, JANUARY – JUNE 2016:

**RE: TAX INCREMENT REINVESTMENT ZONE NUMBER ONE EAST,
CITY OF LORENA AND MCLENNAN COUNTY 381 AREA**

On this the 19 day of July, 2016, came on for consideration the matter of Tax Increment Reinvestment Zone Number One East, City of Lorena and McLennan County 381 Area: Recording of Semi-Annual Report, January – June 2016. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.

Tax Increment Reinvestment Zone Number One East, City of Lorena and McLennan County 381 Area

Semi-Annual Report

January - June, 2016

ORGANIZATIONAL BACKGROUND

1. City of Lorena Ordinance, adopted November 17, 2014 established TIRZ #1 East, and adopted a project and financing plan, and established a 7-member Board of Directors; 3 from City Council, 2 from Lorena Economic Development Corporation, 1 from McLennan County Commissioners Court, and 1 from the property owners in the Zone.
2. Master Economic Development Agreement adopted between the City of Lorena, McLennan County, and the Lorena Economic Development Corporation (EDC), established in June, 2015 tax incremental participation by the County and the EDC with the City for incremental sales and property taxes for the TIRZ #1 East.
3. McLennan County Economic Development program project agreement established in June, 2015 granted to the City of Lorena incremental sales and property taxes from development within the County 381 East Area and the TIRZ #1 East Zone.
4. Organizational Meeting was held on June 29, 2015 electing officers and approving the TIRZ #1 East and 381 East areas project plan and financing plan.

The TIRZ #1 East Board of Directors Officers and Directors for the Report period are:

- Chairman.....Mayor Pro-Tem Bill Coleman (Lorena City Council)
- Vice Chairman.....McLennan County Commissioner Kelly Snell
- Secretary.....Mayor Chuck Roper (Lorena City Council)
-Alderman J Fagner (Lorena City Council)
-David Anderton (Lorena EDC)
-John Johnston (Lorena EDC)
-William Callan (Property Owner in the Zone)

The following firms provide professional services to the TIRZ Board of Directors:

- Law Office of Cary L. Bovey, PLLC as legal advisors
- Mundo and Associates, Inc. as TIRZ administrators and program managers.

A.PROGRESS OF THE IMPROVEMENTS

Principal purpose of the Tax Increment Reinvestment District is the financing of public improvements which will attract private investment and development to an area challenged for such activity. The Lorena TIRZ #1 East Board has chosen the development of the sanitary sewer trunk line as its initial public improvement.

- During the previous Report period, the TIRZ Board issued a request for professional Engineering Qualifications and the firm of Kasberg, Patrick & Associates, LP (KPA) was selected, effective December 7, 2015.
- Preliminary Engineering Scope of Services Order was issued to KPA, effective February 1, 2016, for this first TIRZ Public Development Project – the Sanitary Sewer Trunk Line extending from I-35 to the WMARSS Treatment Plant.

ACCEPTED BY COMMISSIONERS COURT
 THIS 19 DAY OF JULY 2016
Call M. Felton
 COUNTY JUDGE

For RECORDING

Tax Increment Reinvestment Zone Number One East, City of Lorena and McLennan County 381 Area

Semi-Annual Report

January - June, 2016

- The Preliminary Engineering for this initial project has a 4 month timeline and was Completed by KPA as of the end of May, 2016, on time and within budget. Mundo and Associates, Inc. performed the Program Management of these activities on behalf of the TIRZ Board. See attached the Options of the proposed Trunk Line (A, B & C) with Board selecting Option B as the preferred line and development option.
- Final Engineering Scope of Services Order for the Sanitary Sewer Trunk Line Design, Construction Plans & Specifications, and Bidding Documents, with a 9 month timeline, has been prepared and is pending TIRZ Board financing decisions for this initial TIRZ Public Development Project.

B. FINANCES OF THE ZONE AND FINANCIAL PLANNING

- The City of Lorena has established a Tax Increment Fund for the Lorena TIRZ #1 East as per the requirements of the Master Economic Development Agreement between the City of Lorena, McLennan County, Lorena Economic Development Corporation and Reinvestment Zone Number One East, City of Lorena.
- The City of Lorena provided the Tax Increment Fund \$34,360 for the payment of the preliminary engineering expenditures.
- It should be noted that the Tax Increment Fund is not expected to receive property tax funds in this fiscal year as there was no incremental increase in appraised value from which to receive pledged funds which is the pledged as a rate of 70% of the incremental increase.
- It should be noted that the Tax Increment Fund is not expected to receive sales tax until the Texas Comptroller's Office is able to release a report of sales tax in the TIRZ. This is due to restriction in the laws which do not allow such a report for less than 4 sales tax payers because of confidentiality.
- A report of the expenditures of the TIRZ #1 East is attached. Note that TIRZ Administrators, Mundo and Associates, Inc. and TIRZ Attorneys, Cary L. Bovey, PLLC have agreed to defer their payment for services.
- Planning for financing of the TIRZ administrative/marketing costs, design and construction of the initial public improvement being the sanitary sewer trunk line Option B, are currently ongoing. Financing is being proposed through the City of Lorena with pledged funds from owners of property within the TIRZ #1 East, the City itself and the Lorena EDC. Financing options are presently being analyzed and developers agreements being drafted.
- It is anticipated, that once the sanitary sewer line is available, commercial and residential development within the TIRZ will begin to generate property and sales tax revenues.

C. MARKETING, BUSINESS LOCATION AND EMPLOYMENT CREATION AND OTHER DEVELOPMENT

- Efforts during this reporting period were spent with principal property owners of the TIRZ to enable determination of their level of commitment to developing of the property that will generate property tax and sales tax revenues to enable the construction of the sanitary sewer trunk line and additional public improvements planned including road construction.
- The Mitchell-Tully group have presented a plan for the development of their properties principally fronting on IH-35. See attached the proposed development plan. Reports from these owners indicate that the commercial prospects of restaurant, convenience store and hotel are significant and anticipate starting on development as soon as the sanitary sewer line is under construction.

ADMINISTRATIVE ACTIVITIES

The TIRZ #1 East Board of Directors holds monthly meetings – generally on the first Monday of each month at the City of Lorena City Hall - open to the public and with Agendas publicly posted in accordance with the Texas Open Meetings Act. During this Report Period the following Board meetings were held:

- January 4, 2016 at 6:30 pm: Meeting included discussion regarding TIRZ Financing options, developer agreements, options for financing public development projects engineering services, and scopes of work for these services.
- January 15, 2016 at 10:00 am – Special Meeting: Presentation by TIRZ landowners Tully & Mitchell of a proposed site plan for retail development on their property and the possible applicability of a Texas Capital Fund Grant for infrastructure within the development.
- February 1, 2016 at 6:30 pm: Meeting included approval of professional engineering and program management service orders for the Project Definition / Preliminary Engineering of the initial TIRZ Public Development Project – the Sanitary Sewer Trunk Line; approval of a recommendation to City Council for the selection of a Bond Advisor; discussion of a draft bond financing plan including multi-party developer agreements.
- March 7, 2016 at 6:30 pm: Meeting included an in-progress update on the Project Definition / Preliminary Engineering of the initial TIRZ Public Development Project – the Sanitary Sewer Trunk Line; a presentation of a residential development concept plan – Five Points Residential Development Plan – on two of the major land tracts within the TIRZ; further discussion of the draft bond financing plan including multi-party developer agreements.
- April 4, 2016 at 6:30 pm: Meeting included the second in-progress update on the Project Definition / Preliminary Engineering of the initial TIRZ Public Development Project – the Sanitary Sewer Trunk Line; a discussion of the need to initiate coordination with the City of Lorena Planning and Zoning Commission on development master planning within the TIRZ; further discussion of the draft bond financing plan including multi-party developer agreements.
- May 2, 2016 at 6:30 pm: Meeting included the third in-progress update on the Project Definition / Preliminary Engineering of the initial TIRZ Public Development Project – the Sanitary Sewer Trunk Line; a discussion of the timing for City of Lorena Planning and Zoning Commission coordination on development master planning within the TIRZ, to occur after the Sanitary Sewer Trunk Line funding has been completed; further review and discussion of the draft bond financing plan including updated capital cost estimates and various levels of multi-party funding commitments.
- June 6, 2016 at 6:30 pm: Meeting included the fourth and final in-progress update on the Project Definition / Preliminary Engineering of the initial TIRZ Public Development Project – the Sanitary Sewer Trunk Line; presentation by the City of Lorena legal counsel on Certificate of Obligation financing options; discussion of funding of bond issuance for the Sanitary Sewer Trunk Line; discussion of professional engineering and program management service orders for the Sanitary Sewer Trunk Line Final Engineering, Design, Construction Plans & Specifications, and Bidding Documents, with a 9 month timeline.

TIRZ Administrators - Mundo and Associates, Inc. managed, coordinated, prepared, and/or performed

Tax Increment Reinvestment Zone Number One East, City of Lorena and McLennan County 381 Area

Semi-Annual Report

January - June, 2016

the activities included in the TIRZ Board meeting Agendas, and prepared the Agendas and the resultant Board Meeting Minutes on behalf of the TIRZ Board.

Attachments:

Map of TIRZ with Sanitary Sewer Trunk Line Options

Financial report (3 pages)

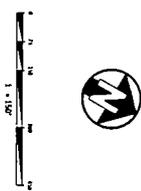
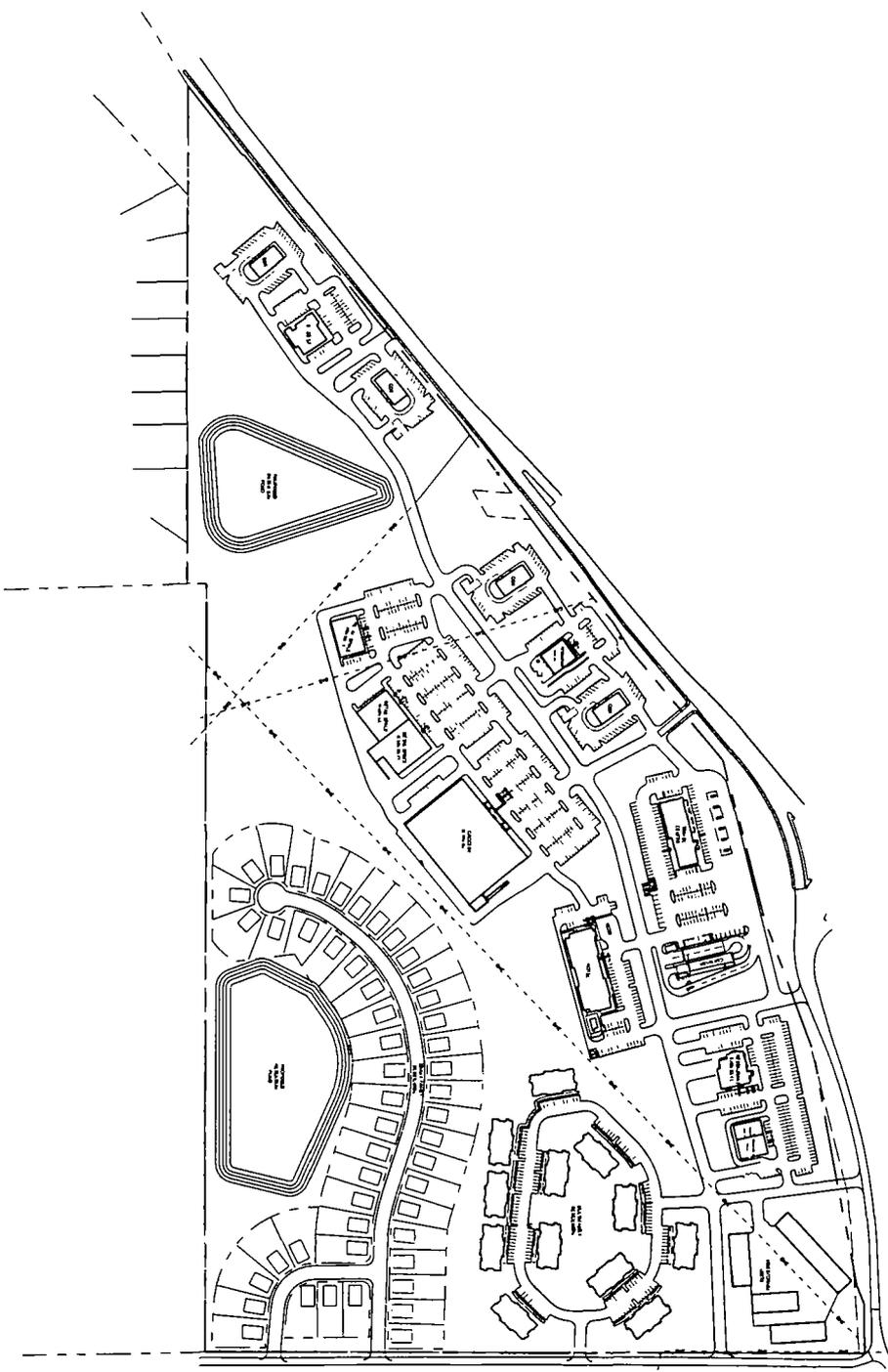
Site Plan of Mitchell-Tully Proposed Development

	A	B
1	LORENA TIRZ #1 EAST Financial Report	
2	Summary Sheet June 6, 2016	
3		
4	Expenditures	
5	2014-2015 (see page 2)	\$63,062
6	2016 Year To Date (see page 3)	\$55,360
7		
8	Total Expenditures	\$118,422

A		B	C	D	E	F	G	H
LORENA TIRZ #1 EAST Financial Report		April 2014-July 2015	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total 2014-2015
2014-2015								
1								
2								
3	Revenue:							
4	Starting Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Sales Tax							
6	Property Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Misc Revenue							
8	Total Revenue							\$0
9								
10	Expenditures:							
11								
12	LEDC Expenditures							
13	LEDC Expenditures for Project & Financing Plan	\$30,000						\$30,000
14	LEDC Legal Fees for TIRZ adoption	\$8,181						\$8,181
15								
16	TIRZ #1 East Expenditures							
17	Legal Fees (payment deferred to 2016)	\$957.50	\$2,923					\$3,881
18	Administrative Services (payment deferred to 2016)	\$0	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$21,000
19	Program Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	General Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22								
23	Total Expenditures	\$39,139	\$7,123	\$4,200	\$4,200	\$4,200	\$4,200	\$63,062

	A	B	C	D	E	F	G	H	I
		16-Jan	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jan - Jun 2016	Estimated Budget 6 mo
1	LORENA TIRZ #1 EAST Financial Report								
2	2016 Year To Date								
3	Revenue:								
4	Starting Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Sales Tax								
6	Property Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Misc Revenue								
8	Total Revenue								\$0
9									
10	Expenditures:								
11									
12	LEDC Expenditures								
13	LEDC Expenditures for Project Plan & Financing Plan								
14	LEDC Legal Fees for TIRZ adoption								
15									
16	TIRZ #1 East Expenditures								
17	Legal (payment deferred to 2016)	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200		\$0	\$15,000
18	Administrative Services (payment deferred to 2016)	\$0	\$0	\$0	\$0	\$0	\$21,000	\$21,000	\$25,200
19	Program Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	General Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
21	Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
22									
23	City of Lorena Expenditures								
24	Prelim. Engineering ES 16 02 01: Engineering	\$0	\$5,760	\$6,400	\$9,900	\$1,800		\$23,860	\$23,860
25	Prelim. Engineering PM 16 02 01: Program Management	\$0	\$2,250	\$2,250	\$3,000	\$3,000		\$10,500	\$10,500
26									
27	Total Expenditures	\$4,200	\$12,210	\$12,850	\$17,100	\$9,000	\$0	\$55,360	\$76,560

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PSP1 1

DATE: 07/19/2016

SCALE: 1" = 1'-0"

PROJECT: LORENA MASTER PLAN

CLIENT: MITCHELL CONSTRUCTION

LOCATION: LORENA, TEXAS

DESIGNER: CROSSPOINT ENGINEERING, INC.

PROJECT MANAGER: J. A. HARRIS

DATE: 07/19/2016

PRELIMINARY SITE PLAN

**LORENA MASTER PLAN
MITCHELL CONSTRUCTION
LORENA, TEXAS**

crosspoint
engineering

1520 Elm Boulevard Road, Suite 120 | Dallas, Texas 75240
972-798-6666 | TXPR Plan Reg. No. 2-12474

REVISIONS	
NO.	DESCRIPTION

FILED: JUL 19 2016

J. A. HARRIS
McLennan County Clerk
By Myroslaw Gowman, Deputy

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES INVOICES:
THE WALLACE GROUP (RE: ADA STUDY / REPORTS FOR JUNE)**

RE: AMERICANS WITH DISABILITES ACT COMPLIANCE PROJECT

On this the 19 day of July 2016, came on for consideration the matter Regarding Americans with Disabilities Act Compliance Project: Authorization of Professional Services Invoices: The Wallace Group (re: ADA Study / Reports for June). Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



THE WALLACE GROUP

engineers architects surveyors

A CP&Y COMPANY

P. O. Box 22007
Waco, TX 76702-2007
(254)772-9272
Tax ID Number: 75-1720414

Received

JUL 11 2016

McLennan County Judge

McLennan County
501 WASHINGTON AVE.
WACO, TX 76701

July 6, 2016

Invoice No: WALL9923841.00 - 7

Project WALL9923841.00 McLennan County - ADA Study

Professional Services from June 1, 2016 to June 30, 2016

Phase	01	Project Management			
				Total this Phase	0.00

Phase	03	Poling Location Surveys			
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Task	20	Study/Report			
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			Hours	Rate	Amount	
Architect						
Thacker, John	6/7/2016	Coordination on construction that is underway and set up of	2.00	129.00	258.00	
Thacker, John	6/8/2016	Review and correct new survey reports.	2.00	129.00	258.00	
Thacker, John	6/9/2016	Finalize new reports and distribute.	1.00	129.00	129.00	
Thacker, John	6/14/2016	Prepare sign graphics for polling location work under construction.	1.50	129.00	193.50	
Technician						
Wick, James	6/6/2016	report forms, site research	1.50	74.00	111.00	
Wick, James	6/7/2016	site visits to Dewey Rec and Lorena First Baptist, import pictures & work on reports	7.00	74.00	518.00	
Wick, James	6/8/2016	reports for latest polling surveys	4.75	74.00	351.50	
	Totals		19.75		1,819.00	
	Total Labor					1,819.00
				Total this Task		\$1,819.00
				Total this Phase		\$1,819.00

Phase	04	JP Precinct Office ADA Renovation			
-------	----	-----------------------------------	--	--	--

			Hours	Rate	Amount	
Architect						
Thacker, John	6/15/2016		3.00	129.00	387.00	
Specifications						
Thacker, John	6/16/2016		2.50	129.00	322.50	
Specifications						
Thacker, John	6/17/2016		4.50	129.00	580.50	
Spec Editing						
Thacker, John	6/20/2016		3.00	129.00	387.00	
Spec Editing						
Thacker, John	6/21/2016		2.00	129.00	258.00	
Spec Editing						
Thacker, John	6/22/2016		2.00	129.00	258.00	
Spec Edits						
Thacker, John	6/27/2016		3.00	129.00	387.00	
Spec Edits						
Thacker, John	6/28/2016		1.00	129.00	129.00	
Spec Edit						
Thacker, John	6/29/2016		4.00	129.00	516.00	
Spec Research and Edit						
Thacker, John	6/30/2016		4.00	129.00	516.00	
Spec Editing and Product Research						
Totals			29.00		3,741.00	
Total Labor						3,741.00
				Total this Task		\$3,741.00
				Total this Phase		\$3,741.00

			Hours	Rate	Amount
Senior Architect Intern					
Nisbet, David	6/23/2016		2.00	120.00	240.00
Meeting on site with staff to discuss adding a temp courtroom to either Law Library or Grand Jury space on 4th floor					
Nisbet, David	6/24/2016		1.00	120.00	120.00
Revise fourth floor drawing for concept study					

Project	WALL9923841.00	McLennan County - ADA Study	Invoice	7
Nisbet, David	6/29/2016	2.00	120.00	240.00
Obtain furniture drawings from Total Office Solutions Update cad background on ADA Access area prepare concept layout of law library space				
Nisbet, David	6/30/2016	2.00	120.00	240.00
prepare concept layout of Grand Jury space internal review				
Totals		7.00		840.00
Total Labor				840.00
Total this Task				\$840.00

Task	30	Preliminary Design	Hours	Rate	Amount
Architect					
Thacker, John	6/23/2016	2.00	129.00	258.00	
Scope of Work meeting on new courtroom renovation.					
Totals		2.00		258.00	
Total Labor				258.00	
Total this Task				\$258.00	
Total this Phase				\$1,098.00	

Phase	13	Adult Probation ADA Renovation	Hours	Rate	Amount
Task	40	Final Design			
Technician					
Wick, James	6/21/2016	4.00	74.00	296.00	
develop construction documents					
Wick, James	6/23/2016	7.00	74.00	518.00	
develop construction documents					
Wick, James	6/24/2016	6.50	74.00	481.00	
develop construction documents					
Wick, James	6/27/2016	4.50	74.00	333.00	
develop construction documents					
Wick, James	6/28/2016	1.50	74.00	111.00	
develop construction documents					
Wick, James	6/29/2016	3.00	74.00	222.00	
develop construction documents					
Totals		26.50		1,961.00	
Total Labor				1,961.00	
Total this Task				\$1,961.00	

Total this Phase \$1,961.00

Phase 15 MHMR Crisis Center

Task 30 Preliminary Design

			Hours	Rate	Amount	
Architect						
Thacker, John	6/1/2016	Scope of Work review, design sketches	1.50	129.00	193.50	
Thacker, John	6/8/2016	Document review with Clen.	1.50	129.00	193.50	
Thacker, John	6/13/2016	Coordinate with Clen.	1.00	129.00	129.00	
Sr. Technician						
Carter, Clen	6/10/2016	prepare drawings for hardware survey	.50	83.00	41.50	
Carter, Clen	6/13/2016	site visit, hardware survey	2.25	83.00	186.75	
Carter, Clen	6/15/2016	shower details	6.00	83.00	498.00	
		Totals	12.75		1,242.25	
		Total Labor				1,242.25
				Total this Task		\$1,242.25

Task 40 Final Design

			Hours	Rate	Amount	
Architect						
Thacker, John	6/16/2016	Drawing Review and Coordination	1.00	129.00	129.00	
Sr. Technician						
Carter, Clen	6/16/2016	cd package	3.00	83.00	249.00	
Carter, Clen	6/17/2016	cd package	3.50	83.00	290.50	
Carter, Clen	6/27/2016	cd package	3.75	83.00	311.25	
Carter, Clen	6/28/2016	mhmr cd's	7.25	83.00	601.75	
Carter, Clen	6/29/2016	mhmr cd package	.75	83.00	62.25	
		Totals	19.25		1,643.75	
		Total Labor				1,643.75
				Total this Task		\$1,643.75
				Total this Phase		\$2,886.00

Phase 16 Bill Logue Juvenile Detention

Task 20 Study/Report

		Hours	Rate	Amount	
Architect					
Thacker, John	6/1/2016	1.50	129.00	193.50	
Anti-ligature fixtures and hardware research.					
Thacker, John	6/2/2016	4.50	129.00	580.50	
Anti-Ligature research and cost estimate					
Thacker, John	6/3/2016	2.00	129.00	258.00	
Extra work on anti-ligature estimate					
Thacker, John	6/14/2016	5.00	129.00	645.00	
Anti-Ligature product search and pricing.					
Totals		13.00		1,677.00	
Total Labor					1,677.00
				Total this Task	\$1,677.00
				Total this Phase	\$1,677.00

Phase	17	Fairgrounds
Task	20	Study/Report

		Hours	Rate	Amount	
Technician					
Wick, James	6/3/2016	2.00	74.00	148.00	
start presentations drawing setup					
Wick, James	6/6/2016	5.25	74.00	388.50	
site setup, and layout,					
Wick, James	6/9/2016	7.00	74.00	518.00	
site visit to fairgrounds, review, setup plans					
Wick, James	6/10/2016	7.00	74.00	518.00	
setup plans, sort files & pictures					
Wick, James	6/13/2016	6.50	74.00	481.00	
setup plans, sort files & pictures, parking sheets					
Wick, James	6/14/2016	2.25	74.00	166.50	
setup plans, sort files & pictures, parking sheets					
Wick, James	6/15/2016	7.00	74.00	518.00	
parking areas, coliseum					
Wick, James	6/16/2016	7.00	74.00	518.00	
sheets for presentation, report from site visit					
Wick, James	6/17/2016	7.00	74.00	518.00	
sheets for presentation, report from site visit					
Wick, James	6/20/2016	6.50	74.00	481.00	
sheets for presentation, report from site visit					

Project	WALL9923841.00	McLennan County - ADA Study	Invoice	7
Wick, James	6/21/2016	2.50	74.00	185.00
sheets for presentation, report from site visit				
Totals		60.00		4,440.00
Total Labor				4,440.00
			Total this Task	\$4,440.00

Task	30	Preliminary Design	Hours	Rate	Amount
Architect					
Thacker, John	6/1/2016	2.50	129.00	322.50	
Arena Seating review with JD Ewing and modifications					
Thacker, John	6/3/2016	1.00	129.00	129.00	
Start work on Commissioner's Court Presentation					
Thacker, John	6/9/2016	1.00	129.00	129.00	
Coordination on Commissioner's Presentation					
Thacker, John	6/13/2016	1.00	129.00	129.00	
Coordinate on Commissioner's Presentation					
Thacker, John	6/15/2016	1.50	129.00	193.50	
Arena Seating correspondence with County representatives and the DOJ.					
Thacker, John	6/16/2016	1.50	129.00	193.50	
Coordination on Commissioners Presentation					
Thacker, John	6/17/2016	1.50	129.00	193.50	
Correspondence with DOJ regarding ticket windows					
Thacker, John	6/20/2016	1.00	129.00	129.00	
Ticket window correspondence					
Totals		11.00		1,419.00	
Total Labor					1,419.00
			Total this Task		\$1,419.00
			Total this Phase		\$5,859.00

Phase	19	PTIP/Hot Check & DA Offices	Hours	Rate	Amount
Task	20	Study/Report			
Technician					
Wick, James		3.00	74.00	222.00	
Totals		3.00		222.00	
Total Labor					222.00
			Total this Task		\$222.00
			Total this Phase		\$222.00

Total this Invoice \$19,263.00

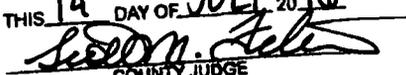
Outstanding Invoices

Number	Date	Balance
5	5/9/2016	30,716.75
6	6/13/2016	17,387.00
Total		48,103.75

Respectfully submitted,



George Jezek

APPROVED BY COMMISSIONERS COURT
 THIS 19 DAY OF JULY 20 16

 COUNTY JUDGE

ORDER APPROVING:

AUTHORIZATION OF COMMISSION APPOINTMENTS

RE: THE MCLENNAN COUNTY SPACEPORT DEVELOPMENT CORPORATION

On this the 19 day of July, 2016, came on for consideration the matter Regarding the McLennan County Spaceport Development Corporation: Authorization of Commission Appointments. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Regan,

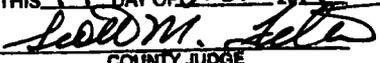
If possible, please add the following to the Commissioners upcoming agenda:

- Appointment of Board of Director – Nomination of Sergio Rodriguez to serve remaining term ending 2017 replacing Brenda Atchison who resigned

Please let me know if you need more information.

Thank you.

Debbie McCutchen | Economic Development Coordinator
Greater Waco Chamber | 101 S. Third St. Waco, TX 76701
Phone: (254) 757-5636 | Fax: (254) 757-5639
WacoChamber.com

APPOINTMENT
APPROVED BY COMMISSIONERS COURT
THIS 14 DAY OF JULY 2016

COUNTY JUDGE

FILED: JUL 19 2016

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

ORDER APPROVING:

AUTHORIZATION OF COMMISSION APPOINTMENTS

RE: THE MCLENNAN COUNTY HISTORICAL COMMISSION

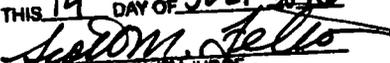
On this the 19 day of July, 2016, came on for consideration the matter Regarding the McLennan County Historical Commission: Authorization of Commission Appointments. Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Here are names of three new people we would like to have appointed to the McLennan County Historical Commission. Three of the people on the membership list recently resigned --- Blemenschutz, J. Johnson and M. Johnson.

1. Lavender, Larry M., Lorena, TX 76655
2. Mayfield, Connie, Bruceville-Eddy, TX 76630
3. Walker, Joe, Waco, TX 76712

Thanks,

Van

APPOINTMENTS
APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016

COUNTY JUDGE

FILED: JUL 19 2016

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

AGENDA: JULY 19, 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 / Approvals Necessary for Statutory
 - a. Authorization of Job Title and Pay Grade Changes for Various Departments relative to FLSA Audit **Approved**

6. ***Acceptance / Non Acceptance of Officials / County Department Head / Staff / Organization Reports / Updates; Policy Recommendations; Reports relative to County Contracts / Agreements / Programs; Recording of Educational or Insurance Certificates / Awards / Bonds / Recording of Conflict Disclosure Statements, Presentations to the Court***
 - a. Greater Waco Chamber of Commerce: Monthly Economic Development Report, May 2016 **Approved
(See after G.2.c.)**

7. ***Commissioners Court***, Discussion on, Consideration of and / or Action on:
 - b. Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County **Approved
(See after J.1.)**

 - d. Regarding the November 8, 2016 Joint General Election: Approval of Election Judges / Alternate Appointments for Election Day; Election Day Vote Centers; Early Voting Workers / Dates, Times, and Locations; Central Counting Station Workers; and Early Voting Ballot Board / Signature Verification Committee Members **Approved
(See after L.6.a.)**

 - e. Discussion and/or Action regarding the Transfer of McLennan County Phone Responsibilities **Approved**

CD-395, 11:03

ORDER APPROVING:

HUMAN RESOURCES / SALARY MATTERS:

AUTHORIZATION OF JOB TITLE AND PAY GRADE CHANGES FOR VARIOUS DEPARTMENTS RELATIVE TO FLSA AUDIT

On this the 19 day of July, 2016, came on for consideration the matter of Human Resources / Salary Matters: Authorization of Job Title and Pay Grade Changes for Various Departments relative to FLSA Audit. After discussion, Commissioner Jones made a motion to approve the changes requested by the HR Director 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.



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

APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016
Amanda M. Talbert
COUNTY JUDGE

MEMORANDUM

Date: July 19, 2016
To: Commissioner's Court
From: Amanda Talbert, HR Director
Subject: Requesting Approval to Change Job Titles and Pay Grades Identified from FLSA Audit

We conducted an audit to ensure compliance to the upcoming Department of Labor adoption of a new minimum salary for exempt positions. In doing so, we discovered positions that needed either job title changes or a change in pay grade to maintain the structural integrity of our Compensation System. In an effort to be proactive, we request to make these corrections now that they have been discovered.

We request position title changes illustrated below. The requested titles more accurately describe the duties of each respective position. There would be no change to pay grade, FLSA status or budget.

Position Number	Title	Department	Current Grade	Group	Title Change Needed
100000575	Electronics Technician	Maintenance of Equipment	A33	Exempt	Director of Maintenance of Equipment
100000900	Veterans Service Officer	Veterans Service Office	A30	Exempt	Director of Veteran Services
100000599	Director of Data Processing	Information Technology	A35	Exempt	Director of Information Technology
100001092	Jail Magistrate	Pretrial Services	B08	Exempt	Associate Judge

Also, we request to change the pay grade of the positions below. These positions have undergone job title changes during either 2016 budget sessions or other prior court sessions. When the title and/or duties for the position were changed, the pay grade was not updated to correspond to positions having the same or substantially similar duties and requirements.

Position Number	Title	Department	Current Grade	Recommended Grade	Salary /Budget Change
100001017	Deputy Corporal	County Sheriff	S53	S54	No Change
100000802	Admin Captain	County Sheriff	S56	S58	No Change
100000256	Eligibility Spec II	County Health Services	B07	B06	No Change
100000558	Deputy County Clerk Chief	County Clerk	A31	A30	No Change
100001092	Jail Magistrate	Pretrial Services	B08	A33	No Change

Lastly, all Constable Office employees and District Attorney's Investigators are considered Law Enforcement but are not currently in the Law Enforcement "S" pay grade system. These positions are getting paid according to Law Enforcement wage regulations (comp-time only after 86 work hours in a two week period and comp-time accrues up to 480 hours before overtime is paid). Because of these wage regulations and the nature of the duties these positions have, we request to move these positions to the "S" system. See the proposed changes below.

Position Number	Title	Department	Group	Current Grade	Requested Grade Change	Salary/Budget Change
100000424	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000422	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000421	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000425	Deputy Constable	Constable - Pct 2	Law Enforcement	B08	S53	No Change
100001044	Deputy Constable	Constable - Pct 4	Law Enforcement	B08	S53	No Change
100000419	Deputy Constable	Constable - Pct 5	Law Enforcement	B08	S53	No Change
100001163	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change

100000903	Deputy Constable	Constable - Pct 3	Law Enforcement	B08	S53	No Change
100000203	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000898	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000420	Deputy Constable	Constable - Pct 2	Law Enforcement	B08	S53	No Change
100000418	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000423	Deputy Constable	Constable - Pct 1	Law Enforcement	B08	S53	No Change
100000417	Deputy Constable Chief	Constable - Pct 2	Law Enforcement	A29	S54	No Change
100000524	Deputy Constable Chief	Constable - Pct 1	Law Enforcement	A29	S54	No Change

Position Number	Title	Department	Group	Current Grade	Requested Grade Change	Salary/Budget Change
10000572	Investigator Chief	Criminal DA	Law Enforcement	A32	S57	No Change
100001174	Criminal Investigator	Criminal DA	Law Enforcement	A31	S56	No Change
100001126	Criminal Investigator	Criminal DA	Law Enforcement	A31	S56	No Change
10000565	Criminal Investigator	Criminal DA	Law Enforcement	A31	S56	No Change
10000564	Senior Investigator	Criminal DA	Law Enforcement	A31	S56	No Change
100001010	Criminal Investigator	Criminal DA	Law Enforcement	A31	S56	No Change

The positions below are listed in the Pay Group for Non-Exempt positions, based on FLSA exemption testing these positions can correctly be classified as non-exempt. However, they are listed in the A pay system. The non-exempt positions should all be within the B grade system. We are requesting the pay grade be corrected for these positions to keep the system infrastructure intact and correctly correspond with the Pay Group.

Position Number	Title	Department	Group	Current Grade	Recommended Pay Grade	Salary/Budget Change
10000259	DETENTION SHIFT SUPV	JUVENILE SERVICES DETENTION	NON-EXEMPT	A27	B08	No Change
10000519	DETENTION SHIFT SUPV	JUVENILE SERVICES DETENTION	NON-EXEMPT	A27	B08	No Change
10000988	DETENTION SHIFT SUPV	JUVENILE SERVICES DETENTION	NON-EXEMPT	A27	B08	No Change
10000518	DETENTION SHIFT SUPV	JUVENILE SERVICES DETENTION	NON-EXEMPT	A27	B08	No Change
10000521	BOOT CAMP SUPERVISOR	JUVENILE SERVICES DETENTION	NON-EXEMPT	A27	B08	No Change

10000520	DETENTION SHIFT SUPV	JUVENILE SERVICES DETENTION	NON- EXEMPT	A27	B08	No Change
10000980	DETENTION SHIFT SUPV	JUVENILE SERVICES DETENTION	NON- EXEMPT	A27	B08	No Change
10000239	FIELD OFFICE COORDINATOR	ROAD & BRIDGE PRECINCT 2	EXEMPT	A28	B08	No Change
10000536	COUNTY AUDITOR ASSISTANT	COUNTY AUDITOR	NON- EXEMPT	A30	B10	No Change
10000542	COUNTY AUDITOR ASSISTANT	COUNTY AUDITOR	NON- EXEMPT	A30	B10	No Change
10000530	COUNTY AUDITOR ASSISTANT	COUNTY AUDITOR	NON- EXEMPT	A30	B10	No Change
10000537	COUNTY AUDITOR ASSISTANT	COUNTY AUDITOR	NON- EXEMPT	A30	B10	No Change

In summation, these requested changes do not affect budgeted or current salary, but serve only to correct job titles and pay grades so that they correspond to their job duties and pay group.

-Thank you.

FILED: JUL 19 2016

J A "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrleeta Gowan Hootch

ORDER APPROVING:

**ACTION RE: THE TRANSFER OF MCLENNAN COUNTY
PHONE SYSTEM RESPONSIBILITES**

On this the 19 day of July, 2016, came on for consideration the matter of Discussion and/or Action regarding the Transfer of McLennan County Phone System Responsibilities. After discussion, Commissioner Perry made a motion to move the phone responsibilities of the County regarding billing, work orders or new software from the Administrative Assistant, Precinct 4 to the IT Department 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.

The Court went to the Supplemental Agenda Item.

SUPPLEMENTAL AGENDA: JULY 19, 2016

2. ***Regarding County Property and/or Construction Projects:*** Discussion and/or Action on Security Modifications (re: Commissioner's Offices) **Approved**

3. ***Regarding Human Resources / Salary Matters:*** Discussion and/or Action on Incentive Pay Plan **Deferred**

CD-395, 11:13

ORDER APPROVING:

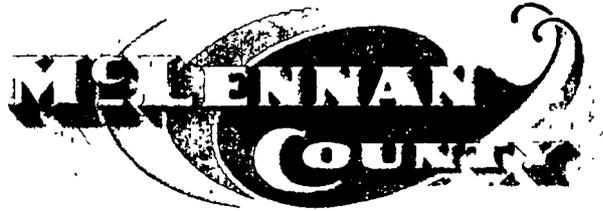
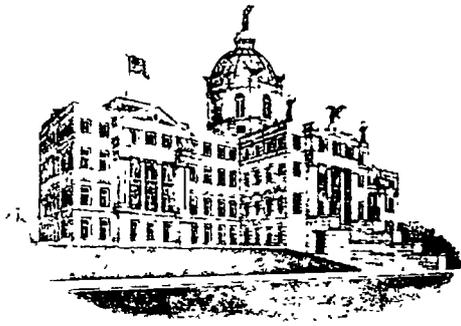
ACTION ON SECURITY MODIFICATIONS
(RE: COMMISSIONER'S COURT)

RE: COUNTY PROPERTY AND/OR CONSTRUCTION PROJECTS

On this the 19 day of July, 2016, came on for consideration the matter Regarding County Property and/or Construction Projects: Discussion and/or Action on Security Modifications (re: Commissioner's Court). After discussion, Commissioner Perry made a motion to approve the Supplemental Agenda Item and it was seconded by Commissioner Jones. After further discussion, **Commissioner Perry amended his motion to approve the Supplemental Agenda Item relative to the Commissioner's Office** and it was seconded by Commissioner Jones.

On this the 19 day of July, 2016, at 11: 26 o'clock a.m., the County Judge Scott Felton announced that this meeting of July 19, 2016 stands in recess. On this the 19 day of July, 2016, at 11:33 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, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



WACO, TEXAS

COMMISSIONERS COURT
215 n. 5TH Street, Suite 125
Waco, Texas 76705

July 15, 2016

To The Commissioners Court

Subj: Security Modifications to Commissioners Office

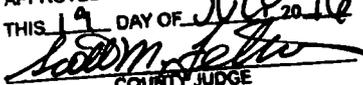
Please place the following item on the next Commissioners Court Agenda: **“Discussion and/or Action Relative to Security Modifications for the Commissioners Office.”** Attached you will find information pertaining to the type and scope of security measures being brought forth at this time.

Quotes attached:

1. Waco Glass & Mirror @ \$6,500.00 for enclosure; and
2. Ambold's @ \$3,640.00 for security pad

The total estimated cost for the modifications is \$10,140.00. Bruce Thacker, with the Wallace Group, has reviewed the project and approved it relative to the County's current ADA requirements. At this time, there is adequate funding in the Permanent Improvement Fund for this modification should the Court choose to do it in this fiscal year. If you have any questions or if you need additional information, please advise.

Thank you.

APPROVED BY COMMISSIONERS COURT
THIS 19 DAY OF JULY 2016

COUNTY JUDGE

Waco Glass & Mirror, Inc.
Commercial • Glass • Glazing • Sealant

P r o p o s a l

Date: 6.29.16

To: McLennan County
130 County Records Bldg.
Waco TX 76701
757.5066

Project: Commissioner's Office

We propose to furnish and install the material listed below.

1. (1) 3'0 x 7'0 single bronze anodized narrow stile aluminum door and frame with transom, offset pivots, 10" bottom, rim panic, electric strike, cylinder, pull handles and surface closure.
 2. 1 3/4" x 4 1/2" bronze anodized aluminum storefront framing at the sidelites.
 3. 1/4" clear laminated safety glass (top).
 4. 1/4" bronze two-sided aluminum clad panels (bottom).
 5. All accessories, equipment, sealant, freight and insurance are included.
- The total amount without tax is (\$6,500.00)

- Exclusions:
- Electric wiring and connection
 - Push Button
 - Blocking
 - Final Cleaning
 - Protection
 - Engineering
 - Bond

Thank you!

CONDITIONS: All material is guaranteed to be as outlined above. Any deviations or alterations from the above involving extra cost will be executed only with a written change order, and will become an extra charge in addition to this estimate. All agreements contingent upon strike, accidents or delays beyond our control. A Performance and/or Payment bond is not included unless specifically stated above. The quotation is valid for 15 days from the above date. Payment is due upon completion unless otherwise noted. Our employees are fully covered by Worker's Compensation Insurance.

Authorized
Signature: *Adam Thyen*
Adam Thyen President

Accepted: _____
Date: _____



THE WALLACE GROUP
 engineers architects interior designers
 A CP&Y COMPANY

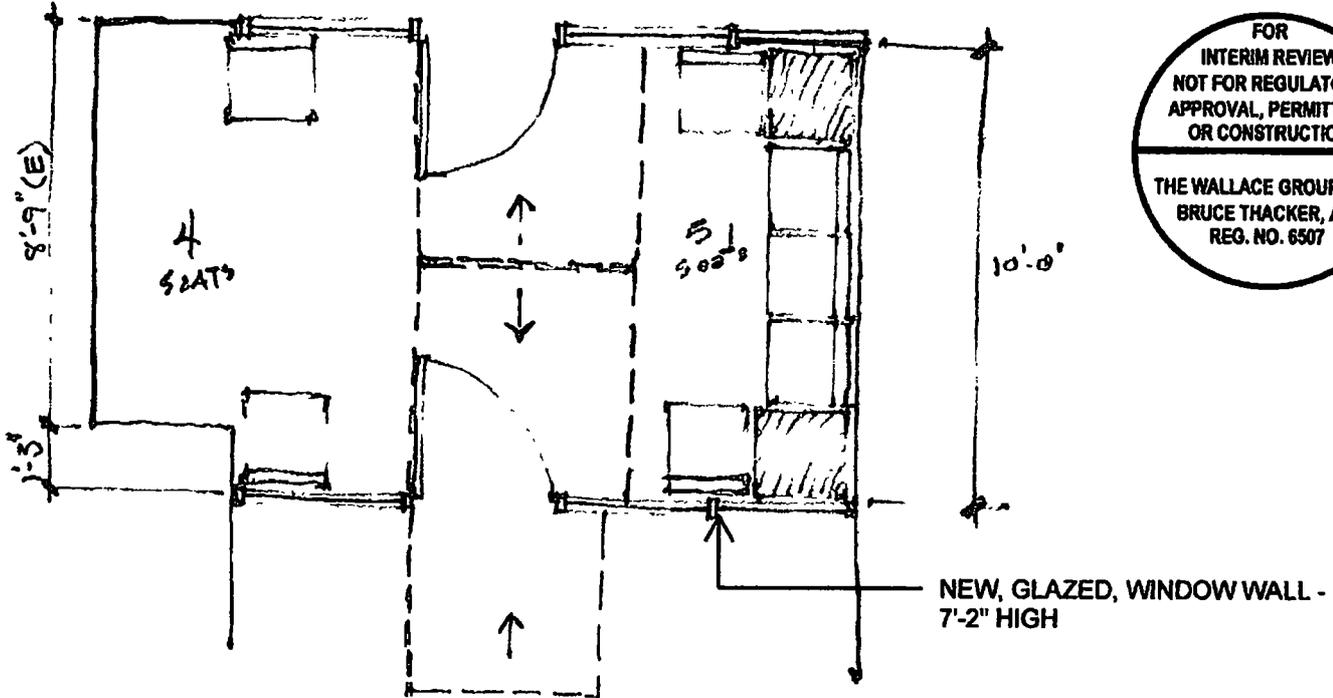
COUNTY COMMISSIONER'S OFFICE ENTRANCE

Project _____ Project# _____ Sheet _____ of _____

Author **B. THACKER** Date **07/05/16**

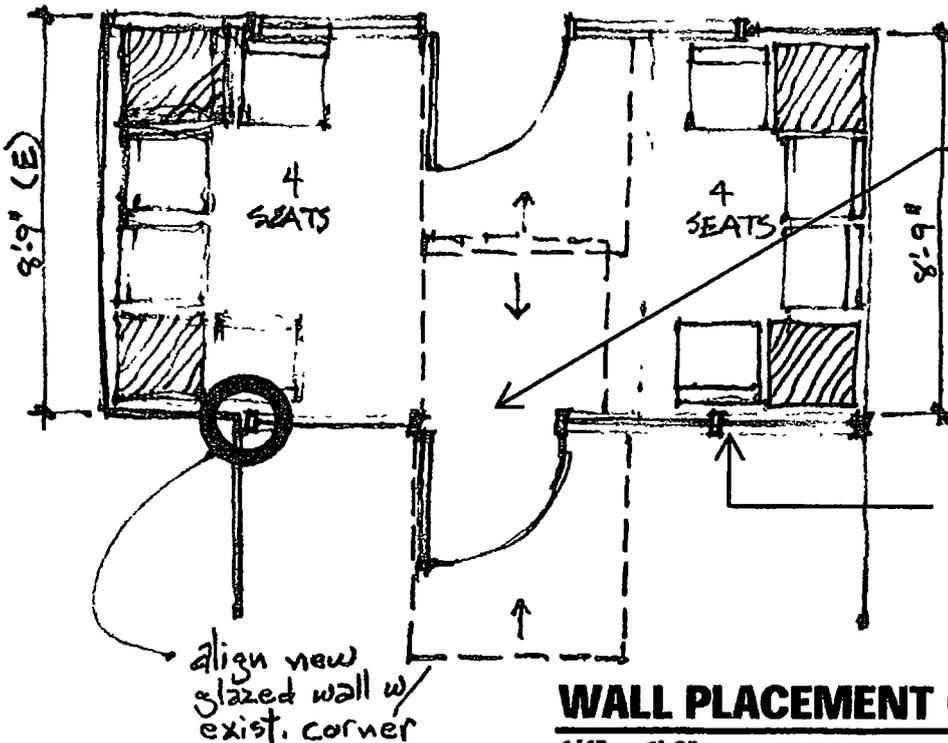
FOR
 INTERIM REVIEW
 NOT FOR REGULATORY
 APPROVAL, PERMITTING
 OR CONSTRUCTION

THE WALLACE GROUP, INC.
 BRUCE THACKER, AIA
 REG. NO. 6507



WALL PLACEMENT OPTION 'A'

1/4" = 1'-0"



NOTE:
 IN THIS CONFIGURATION THERE
 IS INSUFFICIENT DISTANCE
 BETWEEN CORRIDOR DOOR &
 NEW WALL TO SWING THE NEW
 DOOR INTO THE WAITING AREA.
 OFFSETTING THE DOORS ONLY
 REDUCES THE NUMBER OF SEATS
 IN THE WAITING AREA.

WALL PLACEMENT OPTION 'B'

1/4" = 1'-0"



Ceiling Pole Attachments



Frame with Glass



Door with Lock

Ambolds
1125 Franklin
Waco, TX 76701
254 754-3441

06/21/2016

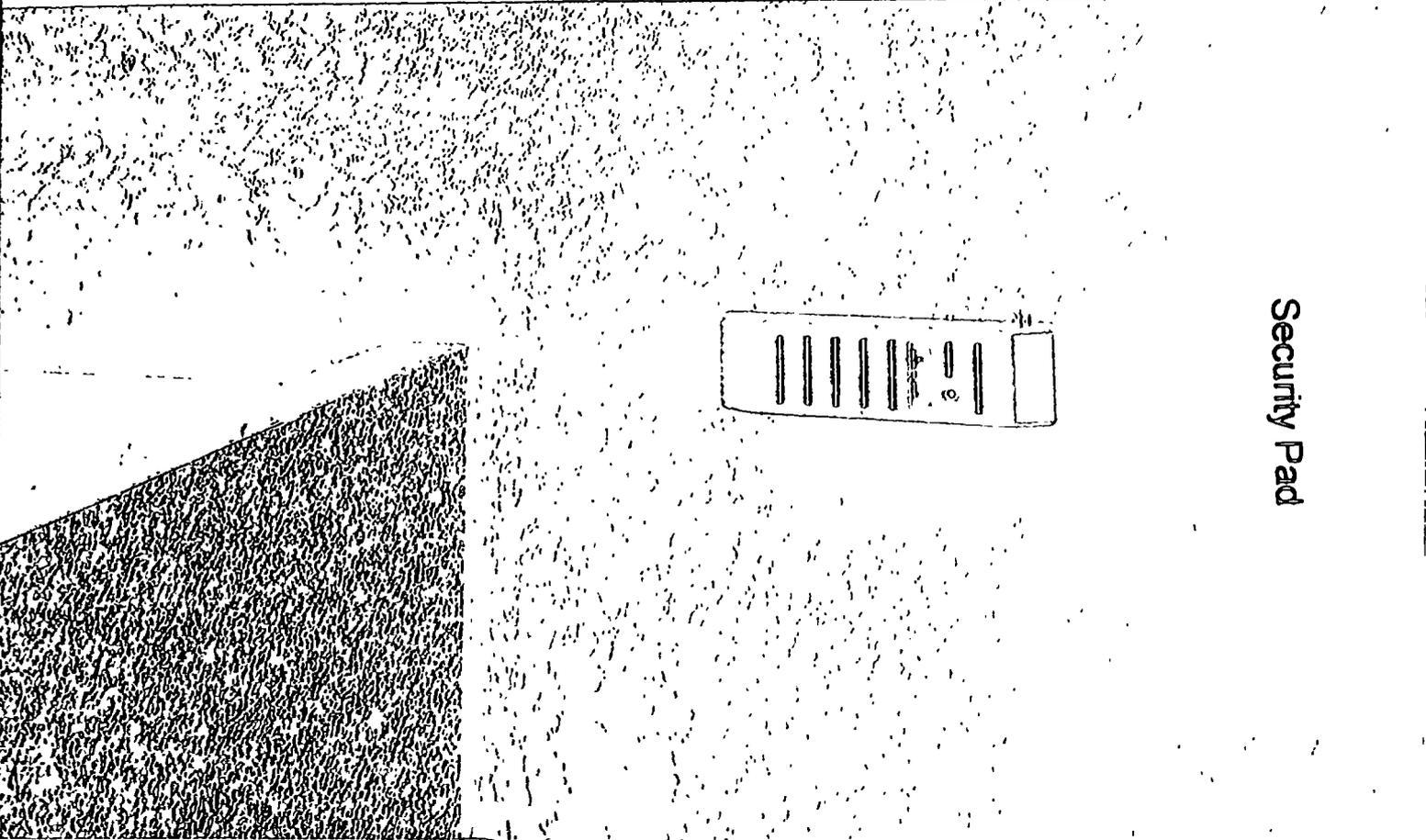
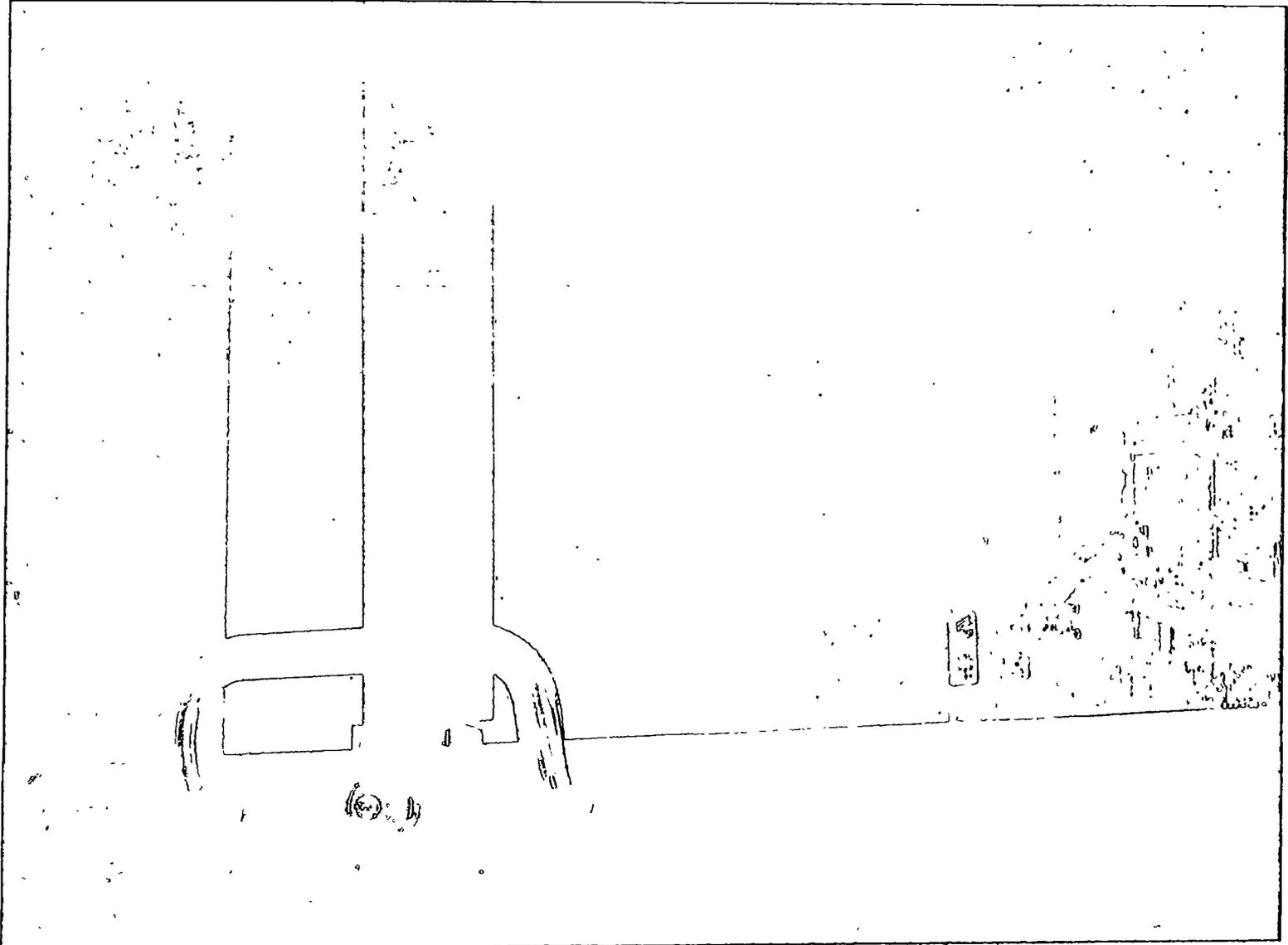
Access quote
McLennan Commissioners Office

1 Super Two controller (2 door)
1 Ca3000 software
2 HID readers
1 maglock (with z bracket)
1 strike
1 RTE push button
1 ER pullstation
1 fire relay (fire alarm tie in)
1 labor installed

3640 00

Kenneth Senior

A handwritten signature in black ink, appearing to read "Kenneth Senior". The signature is written in a cursive, somewhat stylized font.



Security Pad

**Random Occurrences
of
Improper Public
Access to
Office Suite**

In regards to people coming in the front door:

95% of the individuals come in knowing who they are going to see:

These individuals include:

- Individuals who might not have an appointment but are coming to see a specific person or have a questions for a commissioner they just don't know which one
- Individual already have a meeting set up

SIDE NOTE: When these individuals arrive and I if am in the office I greet them and let the Precinct who they are here to see know that they have a guest. I have them sit in the front, conference room, or direct them to the correct office depending on what the AA has asked them to do.

- Employees of the County – these individuals come in and go directly to the office in which they have matters to discuss, or go directly to the conference room for meetings
- Regular Public Attendees- Some of the individuals will walk directly back to the office in which they wish to speak but those individuals are regular attendees and visit frequently. (I can also see in the mirrors in the front lobby area and if I cannot tell who the individual is I will get up and address them)

4%, are lost and usually walk in the front door and turn around and leave or just wait at the front until someone comes to see them.

1 % of individuals just randomly walk. Since the Clerk position has been moved there have been maybe 3 individuals who have aimlessly walked in the office and walked to the back to find the correct individual or to realize they are lost. If I am in the office and I do not automatically recognize the individual I will get up and address them, and this has prevented the aimless roaming.

Rear door is constantly being opened with persons looking for the restroom, directions to various offices public telephones, or an ATM.

Having the last and furthest office from the front door makes it difficult to hear when someone enters the suite and I am often startled by persons coming down the hall directly into my office looking for assistance. (This happens in circumstances when I am alone in the office, nonetheless, it happens.)

1. Lady came into the suite very quickly passed by everyone and went to the end of the hall Everyone asked can I help you and she said no thank you and was agitated finally turned around and we got her to leave. Never said what she wanted.
2. Man came in at about 7 45 am with hands behind his back and was strange looking asking how to get on the list to bid with county, at that time he put his arms in front of him and I told him across the street in purchasing. He asked several times as if he did not understand were across the street was. He finally left.
3. A man can in high on something just sat down in a chair in my office. He said he wanted to see Commissioner Perry. I told him he was not in and he said that he needed money to help his child. He then asked me for money and I told him I did not have any. Because he was so spaced out I took him down the hall to Susanne N. office and we told him how to get to the welfare office for help. We watched out the window and he then began to flag down cars and ask them for money. We called security and the stopped him he had no drugs so they let him go.
4. Gentleman came into the conference room in the dark and was eating out of our refrigerator with the lights off.
5. Gentlemen came into the conference room and was using the phone with the lights off
6. Have people in general just walk in and come up and down the hallway all the time without saying a word to anyone.
7. Had a gentleman become very loud and use bad language at Cindy when she was still up front and we had to call security at that time.

FILED: JUL 19 2016

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

ORDER DEFERRING:

HUMAN RESOURCES / SALARY MATTERS:

ACTION ON INCENTIVE PAY PLAN

On this the 19 day of July, 2016, came on for consideration the matter of Human Resources / Salary Matters: Discussion and/or Action on Incentive Pay Plan. 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, deferred by unanimous vote.

The Court went back to item M. Commissioner's Court Work Session.

AGENDA: JULY 19, 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, Law Library 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 / Radio Tower and Matters Related Thereto | None |
| 4. Discussion re: Texas Department of Transportation: including Discussion re: Rural/Public Transportation, related matters | None |
| 5. Discussion re: Time Keeping System | None |
| 6. Discussion re: Agenda Item Submission | None |
| 7. Discussion re: McLennan County Employee Policy Guide | None |

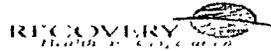
INFORMATION ONLY:

COMMISSIONERS COURT WORK SESSION:
INFORMATION GATHERING, DISCUSSIONS, STATUS REPORTS / UPDATES
AND / OR PRESENTATIONS ON ANY OR ALL OF THE ITEMS LISTED BELOW
(NO ACTION WILL BE TAKEN BY THE COURT ON ITEMS
PRESENTED IN THIS PART OF THE MEETING):

DISCUSSION RE: CRIMINAL JUSTICE ISSUES: UPDATES RE: THE ELECTRONIC
MONITORING PROGRAM / COORDINATING THE MCLENNAN COUNTY CRIMINAL
JUSTICE SYSTEM / CRIMINAL JUSTICE PROCESS / CREATION OF A CRIMINAL
JUSTICE WORK GROUP / DISCUSSION ON WAYS TO CONTROL 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 19 day of July, 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.

Report Date:	7/18/2016
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McLennan County EM Office
 219 N. 6th St., Ste. 100 Rm. 101
 Waco, TX 76701

Email: mclennanem@recoveryhealthcare.com

Phone: (254) 300-4277, Fax: (254) 313-1170

Total Client's in lieu of Jail:	<u>28</u>
Total Indigent Client's:	<u>21</u>
Total Double Client's:	<u>12</u>
Client's:	<u>278</u>
Total Client's:	<u>290</u>

GPS Totals:	
Sheriff:	28
CSCD:	3
COB:	17
Felony:	2
Other:	2
PTIP:	0
Child Support:	0
Total Clients:	52

SCRAM CAM Totals:	
Sheriff:	6
CSCD:	11
COB:	1
Felony:	0
Other:	8
PTIP:	2
Child Support:	0
Total Clients:	25

SCRAM Remote Breath Totals:	
Sheriff:	1
CSCD:	27
COB:	0
Felony:	0
Other:	0
PTIP:	45
Child Support:	0
Total Clients:	55

Soberlink Totals:	
Sheriff:	0
CSCD:	5
COB:	0
Felony:	0
Other:	1
PTIP:	1
Child Support:	0
Total Clients:	6

Drug Patch Totals:	
Sheriff:	5
CSCD:	4
COB:	0
Felony:	0
Other:	0
PTIP:	20
Child Support:	0
Total Clients:	9

UA Totals:	
Sheriff:	6
CSCD:	0
COB:	4
Felony:	0
Other:	0
PTIP:	121
Child Support:	0
Total Clients:	131

52/52 Totals:	
Sheriff:	0
CSCD:	0
COB:	0
Felony:	0
Other:	0
PTIP:	9
Child Support:	0
Total Clients:	0

Hair Testing Totals:	
Sheriff:	0
CSCD:	0
COB:	0
Felony:	0
Other:	0
PTIP:	1
Child Support:	0
Total Clients:	0

Judge Totals: (House Arrest Only)			
Judge Cates		Judge Freeman	
GPS	23	GPS	5
SCRAM CAM	6	SCRAM CAM	0
SCRAM RB	1	SCRAM RB	0
Soberlink	0	Soberlink	0
Drug Patch	5	Drug Patch	0
UA	6	UA	1
Indigent	17	Indigent	4
Total in lieu of Jail:	23	Total in lieu of Jail:	5
Double:	11	Double:	1

Barnett, Denny H	2079367661	1/13/2016	Indigent	Scram CAM			
Rousey, Jennifer	2079373259	6/2/2016	Indigent		Mid-Level	8/19/2016	8/19/2016

Total Clients:	2
Total Indigent:	2

Condition of Bond:							
Clients:	Client ID #:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Afano, Tiara R	2079370556	3/29/2016					
Davis, Michael J	2079362041	8/14/2015	Indigent				
Farber, Gage M	2079369826	3/8/2016			Mid-Level		
Guajardo, Juan R	2079347809	8/11/2014			Mid-Level		
Love, James E	2079362011	8/14/2015					
Martinez, David R	2079359018	6/1/2015			Mid-Level		
Mitchell, Marshall	2079359287	6/6/2015			Mid-Level		
Padilla, Adam R	2079368063	6/10/2016					
Reeves, Owen	2079359902	6/19/2015			Mid-Level		
Rudolph, James	2079359670	6/15/2015					
Sessions, Kaleigh A	2079364350	10/14/2015	Indigent				
Smith, Kyle	2079359798	6/17/2015			Mid-Level		
Spencer, Scottie	2079371847	4/29/2016					
Stone, Hazen	2079361215	7/24/2015			Mid-Level		
Tunas, Ovidiu	2079357373	5/22/2015					
Wharton, Derrick C	2079343757	6/10/2016	Indigent				
Williams, Keithen	2079362727	9/3/2015	Indigent		Mid-Level		

Total Clients:	17
Total Indigent:	4

CSCD:							
No Payout/Layout Dates							
				Judge:	PO:		
Jordan, Christopher J	2079374114	6/23/2016					
Nelson, Joyce J	2079344370	11/19/2015					
Ramirez, Charles A	2079361821	4/1/2016					

Total Clients:	3
Total Indigent:	0

Out of State:							
No Payout/Layout Dates							
				Judge:	PO:		
Longoria, Andrew J	2079364498	10/19/2015		Bell County			
Stewart, Emmanuel B	2079374792	7/13/2016		Bell County			

Total Clients:	2
Total Indigent:	0

Judge Holmes:							
No Payout/Layout Dates							
				Judge:	PO:		

Grand Total Clients	52
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Soberlink Clients:

Sheriff:

Judge Cates:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

Total Soberlink: 0

Judge Freeman:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

Total Soberlink: 0

Other Clients:

<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>
Fiscal, Jose E	11655238	3/21/2016			McLennan		
Gomez, Pedro	2079352835	2/17/2015			McLennan		
Huerta, Alan	2079373563	6/9/2016			Travis		
Lloyd, Raymond C	8209536	3/4/2016			McLennan		
Roddy, Billy E	2079350397	6/7/2016			McLennan		
Vannatta, Trey J	2079364880	10/28/2015			McLennan		

Total Soberlink: 6
Total CSCD: 5
Other: 1

Grand Total Clients: 6

Pre Trial Intervention Program:

GPS Clients:

SCRAM RB Clients:

<u>Client ID #:</u>	<u>Enrollment:</u>			
2079365415	11/6/2015			5/4/2017
2079371264	4/15/2016			10/15/2016
2079369485	3/1/2016			3/1/2017
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
2079371039	4/11/2016			4/11/2017
2079365788	11/17/2015			11/17/2016
2079367311	1/4/2016			1/4/2017
2079367536	1/11/2016		UA 1x a Month for 24 M	1/11/2017
2079373380	6/22/2016			12/22/2016
2079368155	1/26/2016			7/26/2018
2079358881	5/28/2015			8/28/2016
2079370239	3/21/2016			3/21/2017
2079352300	12/3/2014			12/3/2016
2079367635	1/13/2016			1/13/2017
2079368073	1/25/2016			1/25/2017
2079370012	3/14/2016			3/14/2017
2079369450	2/29/2016			2/28/2017
2079367392	1/6/2016			10/6/2016
2079370216	3/18/2016			3/18/2017
2079366062	11/24/2015			2/24/2017
2079368702	2/10/2016			2/10/2017
2079374755	7/12/2016			1/12/2017
2079370817	4/5/2016			4/5/2017
2079365950	11/20/2015			5/20/2017
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
2079370623	3/31/2016			9/30/2016
2079366936	12/18/2015			12/18/2016
2079371121	4/13/2016			4/13/2017
2079369305	2/25/2016			2/25/2017
2079364145	10/9/2015			10/9/2016

Total Clients: 45

2079358098	12/4/2015				12/4/2016

Soberlink Clients:

<u>Client ID #:</u>	<u>Enrollment:</u>				
2079372097	5/6/2016				5/6/2017

Total Clients: 1

UA Clients:

<u>Client ID #:</u>	<u>Enrollment:</u>				
2079367420	1/7/2016			1x a Month	1/7/2017
2079368623	2/8/2015			Random UA	2/8/2017
2079372449	5/16/2016			DP 1st 90 Days- Weekly	5/16/2018
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	10/29/2016
2079367814	1/19/2016			1x a Month	1/19/2017
2079368390	2/2/2016			2x a Week for 60 Days-	8/2/2017
2079366716	12/14/2015			1x a Month	6/14/2017
2079374057	6/21/2016			1x a Month	12/21/2017
2079362701	9/1/2015			1x a Month	3/1/2017
2079370497	3/28/2016			1x a Month	3/28/2017
2079371144	4/13/2016			1x a Month	10/13/2017
2079361691	8/6/2015			2x-6 Months- 1x- Remai	2/7/2017
2079366093	11/24/2015			1x a Month	11/24/2016
2079370643	3/31/2016			DP 60 days- UA 2x a Mo	3/31/2018
2079360380	7/2/2015			2x-6 Months- 1x- Remai	1/2/2017
2079372877	5/24/2016			1x a Month	5/24/2017
2079373824	6/15/2016			1x a Month	6/15/2017
2079372622	5/18/2016			DP 1st 30 Days- Random	5/18/2018
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
2079371817	6/10/2016			DP 1st 90 days- Random	6/10/2018
2079373037	5/27/2016			DP 1st 60 Days- UA 1x M	8/27/2017

Total Clients: 121

2079373179	6/1/2016			1x a Month	6/1/2017
2079370675	4/1/2016			1x a Month	7/1/2017
2079373975	6/20/2016			1x a Month	6/20/2018
2079363696	9/28/2015			1x a Month	9/28/2017
2079374458	7/1/2016			Random UA	7/1/2018
2079365023	10/30/2015			2x a Month	10/30/2016
2079367536	1/11/2016			1x a Month	1/11/2018
2079366783	6/17/2016			DP 1st 90 days- UA 1x a	6/17/2018
2079373854	6/16/2016			1x a Month	6/16/2017
2079372970	5/26/2016			1x a Month	11/26/2017
2079352456	10/19/2015			1x a Month	10/19/2017
2079369844	3/9/2016			1x a Month	3/9/2017
2079370257	3/21/2016			1x a Month	3/21/2017
2079366560	12/9/2015			1x a Month	12/9/2016
2079373874	6/16/2016			DP 90 days- UA 2x a Mo	6/16/2018
2079374178	6/24/2016			DP 1st 90 Days- UA Wee	6/24/2018
2079366727	12/14/2015			2x a Month	12/14/2017
2079367590	1/13/2016			1x a Month	1/13/2018
2079373860	6/16/2016			Random UA	6/16/2018
2079367128	12/23/2015			DP 1x - UA 1x Month Re	12/23/2017
2079373716	6/22/2016			DP 1st 60 Days- UA 1x a	6/22/2017
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	4/27/2017
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
2079374005	6/20/2016			DP 1st 60 Days- UA 2x M	12/20/2017
2079358321	5/13/2015			2x-6 Months- 1x- Remai	8/13/2016
2079374058	6/21/2016			Random	6/21/2017
2079357699	1/26/2016			2x a Month	1/26/2018
2079366433	1/13/2016			2x a Month	1/13/2018
2079365807	11/17/2015			1x a Month	11/17/2016
2079367444	1/7/2016			1x a Month	1/7/2017
2079372767	5/20/2016			DP 1st 30 Days- UA 2x L	11/20/2016
2079364587	10/21/2015			2x a Month	10/21/2016
2079366047	11/23/2015			1x a Month	11/23/2017
2079352968	12/19/2014			DP-6 Months- 2x- Rema	12/19/2016
2079357079	4/9/2015			2x-6 Months- 1x- Rema	7/9/2016
2079362958	9/8/2015			2x a Month	9/8/2017
2079371947	5/3/2016			1x a Month	5/3/2017
2079369098	2/19/2016			1x a Month	2/19/2017

2079372263	5/10/2016			1x a Month	5/10/2017
2079363879	10/1/2015			1x a Month	12/1/2016
2079371856	4/29/2016			1x a Month	4/29/2017
2079370919	4/7/2016			1x a Month	4/7/2017
2079368793	2/12/2016			DP 1st 10 day- 2x a Mon	2/12/2017
2079374366	6/29/2016			1x a Month	6/29/2017
2079362777	9/2/2015			1x a Month	9/2/2017
2079368295	1/29/2016			Random UA	1/29/2018
2079364404	12/18/2015			DP 1st 30 days- UA/DP F	12/18/2017
2079372728	5/20/2016			Random UA	5/20/2018
2079374056	6/21/2016			1x a Month	6/21/2018
2079366651	12/11/2015			1x a Month	12/11/2016
2079374706	7/11/2016			1x a Month	7/11/2017
2079370991	4/8/2016			2x a Month for 90 days,	10/8/2017
2079366305	12/2/2015			1x a Month	12/2/2016
2079362702	9/1/2015			1x a Month	3/1/2017
2079369236	2/24/2016			DP 90 days- UA 1x a Mo	2/24/2017
2079359935	6/22/2015			1x a Month for 18 Mont	12/22/2016
2079370791	4/4/2016			Ua 1x a Month for 15 M	7/4/2017
2079370468	3/28/2016			1x a Month + 1 Random	3/28/2017
2079368476	2/4/2016			1x a Month	2/4/2017
2079364885	10/28/2015			2x a Month	1/28/2017
2079374658	7/7/2016			1x a Month	10/7/2017
2079362951	9/8/2015			1x a Month	3/8/2017
2079364580	10/21/2015			1x a Month	10/21/2016
2079366629	12/11/2015			1x a Month	12/11/2016
2079364557	2/24/2016			1x a Month	3/20/2017
2079374374	6/29/2016			1x a Month	6/29/2017
2079366662	12/11/2015			1x a Month	12/11/2016
2079371852	4/29/2016			1x a Month	4/29/2017
2079361731	8/7/2015			2x- 6mths, 1x- 9mths	11/7/2016
2079373936	6/17/2016				
2079361598	8/19/2015			DP 6 Months- UA 1x a M	11/19/2016
2079374801	7/13/2016			1x a Month	1/13/2018
2079366202	11/30/2015			1x a Month	11/30/2016
2079372823	5/23/2016			1x a Month	5/23/2017
2079371845	4/29/2016			1x a Month	4/29/2017
2079374581	7/6/2016			1X a Month	7/6/2017
2079372251	5/10/2016			1x a Month	11/10/2017
2079372744	5/20/2016			1x a Month	5/20/2018
2079361949	8/13/2015			1x a Month for 24 Mont	8/13/2017
2079374481	7/15/2016			1x a Month	7/15/2017
2079369247	2/24/2016			1x a Month	5/24/2017
2079374559	7/6/2016			Random	7/6/2017

2079368713	2/10/2016			DP 90 days- UA 2x a Mo	2/10/2018
2079362270	8/21/2015			1x a Month	8/21/2016
2079358607	5/20/2015			2x-6 Months- 1x- Remai	5/20/2017
2079367121	12/23/2015			1x a Month	12/23/2016
2079359028	6/1/2015			2x a Month for 12 Mths	9/1/2016
2079359325	6/8/2015			DP for 30 Days- UA 2x a	6/8/2017
2079373090	5/31/2016			1x a Month	5/31/2017
2079371844	4/26/2016			1x a Month	4/26/2018
2079371796	4/28/2016			1x a Month	4/28/2017
2079366400	12/4/2015			1x a Month	12/4/2016

Other Clients:

<u>RB</u>		
Bernal, Leroy M	2079373890	6/16/2016
Harper, Elizabeth A	2079374426	6/30/2016
Stringer, Arthur C	2079372656	5/19/2016

<u>Scram CAM:</u>		

<u>SoberLink:</u>		

<u>Drug Patch:</u>		

FILED. JUL 19 2016

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

ORDER RECESSING SPECIAL SESSION

On this the 19 day of July, 2016, at 11:36 o'clock a.m., County Judge Scott Felton announced that this meeting of July 19, 2016 stands in recess until 1:30 p.m.

ORDER RECONVENING SPECIAL SESSION

On this the 19 day of July, 2016, at 1:33 o'clock p.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

The Court went back to item G. 2. a. Regarding the FY 17 Budget: Discussion and/or Actions re: Matters Relative to the FY 17 Budget / 2016 Tax Rate, including, but not limited to, Budget Policies, Priorities, Timelines, Updates from County Auditor and/or Budget Work Sessions, other related matters as needed.

DISCUSSION ONLY:

BUDGET WORK SESSION: FY 2017

On this the 19 day of July, 2016, came on for consideration the matter Regarding the FY 2017 Budget: Budget Work Session. The Court discussed the 74th District Court Dept. 1430, Contracted Programs Dept. 5490, Economic Development Dept. 7890, Capital Outlay Dept. 7920 and matters related to the Cost of Living Adjustment and the Incentive Pay Plan. The Court then discussed the following Departments' Personnel Requests: County Judge Dept. 0020; Count Clerk Dept. 0030; Human Resources Dept. 0070; Maintenance of Building Dept. 0110; Maintenance of Equipment Dept. 0120; Engineering Dept. 0130; District Attorney Dept. 0210; Elections Dept. 0410; County Treasurer Dept. 0580; Tax Office – Ad Valorem Dept. 0590; Records Management Dept. 0640; District Clerk Dept. 1500; Justice of the Peace, Precinct 1, Place 1 Dept. 1611; Justice of the Peace, Precinct 2 Dept. 1621; Justice of the Peace, Precinct 4 Dept. 1641; Justice of the Peace, Precinct 5 Dept. 1651; Jail Dept. 2410; Constable, Precinct 3 Dept. 3130; Constable, Precinct 4 Dept. 3140; Road & Bridge, Precinct 1 Dept. 3610; County Health Services Dept. 4310; Pretrial Services Dept. 1610; Veterans Service Office Dept. 5450; Constable, Precinct 5 Dept. 3150; Road & Bridge, Precinct 4 Dept. 3640; 74th District Court Dept. 1430; 170th District Court Dept. 1440 and 414th District Court Dept. 1450.

ORDER RECESSING SPECIAL SESSION

On this the 19 day of July, 2016, at 3:50 o'clock p.m., County Judge Scott Felton announced that this meeting of July 19, 2016 stands in recess until 1:30 p.m. on Wednesday, July 20, 2016 at 1:30 p.m.

ORDER RECONVENING SPECIAL SESSION

On this the 20 day of July, 2016, at 1:33 o'clock p.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

DISCUSSION ONLY:

BUDGET WORK SESSION: FY 2017

On this the 20 day of July, 2016, came on for consideration the matter Regarding the FY 2017 Budget: Budget Work Session. County Auditor Stan Chambers gave the Court an update of the General Fund regarding the FY 17 Budget. The Court discussed the following Departments' Budgets: Purchasing Dept. 0550; Tax Office – Ad Valorem Dept. 0590; County Sheriff Dept. 2200; Veterans' Service Officer Dept. 5450; Road and Bridge, Precinct 1 Dept. 3610 and Road and Bridge, Precinct 3 Dept. 3630. Discussion ensued regarding the Health Insurance Increase, Cost of Living Adjustment (COLA), Incentive Pay Plan and matters to be considered during the upcoming Commissioner's Court meeting.

ORDER RECESSING SPECIAL SESSION

On this the 20 day of July, 2016, at 4:04 o'clock p.m., County Judge Scott Felton announced that this meeting of July 19, 2016 stands in recess for five minutes.

ORDER RECONVENING SPECIAL SESSION

On this the 20 day of July, 2016, at 4:16 o'clock p.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Will Jones, Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

DISCUSSION ONLY:

BUDGET WORK SESSION: FY 2017

On this the 20 day of July, 2016, came on for consideration the matter Regarding the FY 2017 Budget: Budget Work Session. The Court discussed matters relating to the Hepatitis B Vaccinations Request.

ORDER ADJOURNING SPECIAL SESSION

On this the 20 day of July, 2016, at 4:24 o'clock p.m. County Judge Scott M. Felton announced that the meeting of July 19, 2016 is adjourned.

ITEMS DEFERRED, AGENDA, JULY 19, 2016

On this the 19 day of July, 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 July 19, 2016, be, and the same are hereby, deferred:

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

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

7. Authorization of Service Agreement: Sterling Infosystems, Inc. (re: Background Screening Services)

SUPPLEMENTAL AGENDA:

3. *Regarding Human Resources / Salary Matters:* Discussion and/or Action on Incentive Pay Plan

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