

NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

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 18th Day of October, 2016 at 9:00 a.m.** in the Commissioners' Courtroom, 1st Floor, West Wing, McLennan County Courthouse, 501 Washington, City of Waco, Texas, at which time, the subjects below will be considered and potentially acted upon.

AGENDA

- A. Proof of Posting of Notice**
- B. Moment of Silence / Invocation and Pledge**
- C. Public Comments**
- D. Proclamations / Resolutions:**
- E. Consent Agenda:**
 - 1. Approval of Minutes of Prior Meeting(s); Recording into the Court Minutes of Previously Approved Documents; Recordation of Items Not Requiring Court Action**
 - a. Recording Agreement for Dental Services Addendum: Dentrust Dental Texas, P.C.
 - b. Recording of Maintenance Agreement: CTWP (re: District Clerk Copier)
 - c. Recording of Fire Alarm Monitoring Services Agreement: Esquire Fire & Security
 - d. Recording of Maintenance Grant Contract No. 1771393: Office of the Attorney General (re: the Statewide Automated Victim Notification Service (SAVNS) Grant)
 - e. Recording of Interlocal Agreement: Office of Court Administration (re: Facilities for the Judicial Emergency Data Infrastructure Project)
 - 2. Financial Obligations of McLennan County:**
 - a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization
 - 3. Burn Ban Approval, Extension, or Termination**
 - 4. Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices**
 - a. Authorization of Publication for Bid 16-019 Blue Bluff Road Bridge Damage Repair
 - b. Authorization of Order Setting a Public Hearing on Reducing the Speed Limit on Buster Chatham Road, Precinct 3
 - 5. Travel and Education Requests:**
 - a. Road & Bridge, Precinct 2
 - 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:**
 - a. Tax Assessor / Collector: Recording of Continuing Education Transcripts
 - b. County Treasurer: Recording of McLennan County Investment Reports, September 2016
 - 7. Authorization of Tax Resale Deeds:**
 - a. MCAD # 480078020309000: Lot 9, Block 21, Carver Park Addition, City of Waco, McLennan County, Texas
 - b. MCAD # 480434000072000: Lot 2, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
 - c. MCAD # 480063000029003: Lots 1, 2, & 3, Block 4, M.F. Burleson Addn., City of Waco, McLennan County, TX
 - d. MCAD # 480434000078310 fka # 480434000079005 & # 480434000078009: Lot 31, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
 - e. MCAD # 480434000036008: Lot 18, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas
 - f. MCAD # 480191000014000: Lots B11 & B12, Block 15, Garland AddN., City of Waco, McLennan County, Texas
 - g. MCAD # 480191000015007: Lots A12 & A13, Block 15, Garland Addn., City of Waco, McLennan County, Texas
 - h. MCAD # 4803420000241008: Lot 9, Block 13, Paul Quinn Addition, City of Waco, McLennan County, Texas
 - i. MCAD # 4803420000224008: Lots 10 & 11, Block 11, Paul Quinn Addn., City of Waco, McLennan County, Texas
 - j. MCAD # 480317010129009: Lot 11, Block 7, Oakwood Addition, City of Waco, McLennan County, Texas

- k. MCAD # 480434000074003: Lot 4, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
- l. MCAD # 480434000073007: Lot 3, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
- m. MCAD # 480375000011008: Lots 5 & 6, Block 2, Sedwick Addition, City of Waco, McLennan County, Texas
- n. MCAD # 480434000028006: Lot A11, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas
- o. MCAD # 480375000021002: Lot 2, Block 4, Sedwick Addition, City of Waco, McLennan County, Texas
- p. MCAD # 480375000020006: Lot 1, Block 4, Sedwick Addition, City of Waco, McLennan County, Texas
- q. MCAD # 480434000076006: Lot 6, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
- r. MCAD # 480317010086004: Lot 18, Block 5, Oakwood Addition, City of Waco, McLennan County, Texas
- s. MCAD # 480375000007001: Lot 1, Block 2, Sedwick Addition, City of Waco, McLennan County, Texas
- t. MCAD # 480434000058000: Lot 2, Block 5, J. Weisman Addition, City of Waco, McLennan County, Texas
- u. MCAD # 480078020333006: Lot 9, Block 23, Carver Park Addition, City of Waco, McLennan County, Texas
- v. MCAD # 480191000013004: Lots A10 & A11, Block 15, Garland Addn., City of Waco, McLennan County, Texas
- w. MCAD # 480107000011016: Lot B5, Block A, William Crim Addition, City of Waco, McLennan County, Texas

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

1. Regarding the FY 16 Budget:

- a. County Judge
- b. Law Library (Fund 170)

2. Regarding the FY 17 Budget:

- a. Contracted Programs
- b. Road & Bridge, Precinct 1
- c. County Wide
- d. 170th District Court
- e. Road & Bridge, Precinct 4
- f. 54th District Court
- g. Permanent Improvement (Fund 401)
- h. Certification of Local Government Code 111.07075 Special Budget for Revenue Received after Start of the Fiscal Year and related Budget Amendment (re: Constable, Precinct 1)
- i. Permanent Improvement (Fund 416): Per Local Government Code 111.0705 Budget for Expenditures from Proceeds of Bonds
- j. Texas Association of Counties: Authorization of Claim Deductible Invoices:
 - 1) Invoice # NRDD-0002026-LE
 - 2) Invoice # NRDD-0001870-LE
 - 3) Invoice # NRDD-0002025-LE
 - 4) Invoice # NRDD-0002027-LE
 - 5) Invoice # NRDD-0001869-LE
- k. Road & Bridge, Precinct 2: Authorization of Membership Fees
- l. Authorization of 2017 Cell Phone Allowance Listing
- m. Authorization of Professional Services Invoices: The Wallace Group (September Services)
 - 1) Regarding the Highway 6 Jail Roof Maintenance & Repairs
 - 2) Regarding the McLennan County Facility Roofing Surveys

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

- 1. Authorization of Quote: BIS Digital (re: USB Audio Mixer)
- 2. Discussion and/or Action regarding Bid 16-017: Justice of the Peace Renovations - Alternate 1

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

1. Authorization of Interlocal Cooperation Agreement for Housing and Care of Inmates: Freestone County
2. Regarding the McLennan County Group Health Plan:
 - a. Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan
 - b. Authorization of Summary Plan Description (SPD) Administered by Scott & White
 - c. Ratification of Aggregate and Specific Excess Loss Insurance Application: Companion Life Insurance Company
3. Authorization of Interlocal Cooperation Agreements: City of Bruceville Eddy:
 - a. Regarding Road Work on Ashley, Soules Circle, Franklin, Temple and Washington
 - b. Regarding Road Work on Horseshoe Bend, Mustang Drive and Pinto Drive
4. Authorization of Construction Contract, Notice of Award and Notice to Proceed: Big Bear Roofing & Construction, LLC (re: Low Roof Replacement at the Extraco Events Center - RFP 16-014 / Project No. 2013-015.02)
5. Authorization of Meals Service Agreement: ABL Management, Inc. (re: Highway 6 Jail)
6. Authorization of Agreement: McLennan Community College / McLennan County Junior College District (re: Clinical Training Program at Highway 6 Jail)
7. Authorization of Customer Service Agreement: UniFirst (re: Maintenance of Buildings)
8. Authorization of Professional Services Agreement and related Geotechnical Investigation Proposal: Langerman Foster Engineering Company (re: Battle Lake / Old Waco Road Pavement - Proposal No. GEO 16-092R1)

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

1. Authorization of Roof Consultant Appointment: The Wallace Group (re: Annex Building Roof Repair)

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

1. Authorization of Deed Without Warranty / Authorization to Convey Undivided Interest to Waco I.S.D. (re: MCAD # 48043400002005: Lot 4, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas)

K. Grants / Grant Proposals:

1. Regarding the Texas Indigent Defense Commission FY 17 Formula Grant: Authorization re: Submission of Grant Application and related Resolution
2. Acceptance of FY 16 State Homeland Security Grant Awards:
 - a. Regarding Bomb Squad PPE and Operational Equipment for the Sheriff's Office (Grant # 3107001)
 - b. Regarding the Voter Receiver for McLennan County (Grant # 3109401)
3. Regarding the State Criminal Alien Assistance Program (SCAAP): Acceptance of FY 16 Grant Award
4. Regarding the Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Program: Acceptance of Grant Award

L. Human Resources and Salary Matters:

1. County Engineer:
 - a. Acceptance of Retirement Letter
 - b. Discussion and/or Action regarding Replacement

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

1. County Treasurer: Authorization of McLennan County Investment Policy Annual Review and Collateral Policy Revisions
2. Health Services Department: Authorization of Revised McLennan County Indigent Health Care Program Work Registration Policy
3. County Sheriff: Ratification of Controlled Property Request Authorization Form (re: 1033 Program)

N. Additional Items (If Any) for Discussion and Potential Action:

1. Heart of Texas Housing Finance Corporation: Authorization of Board Appointment

O. Americans with Disabilities Compliance Project:

1. Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for September)
2. Authorization of Standard Form of Agreement: Mazanec Construction Co., Inc. (re: ADA Renovations / Improvements for JP Offices)

P. Work Session Items (unless otherwise identified above, no action will be taken, but these matters will be discussed):

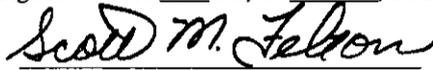
1. **Discussion regarding Criminal Justice Issues:** Updates on the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts / Courthouse Security / Public Nuisance Reporting & Enforcement Process, related matters
2. **Discussion regarding Capital Expenditures:** including Time Schedule for Capital Outlay / Recommendations from the Finance Committee on the Spending Policy / Equipment Financing, related matters
3. **Discussion regarding County Property:** including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; 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; County Off-System Bridge Repair/Maintenance, related matters
4. **Discussion regarding Texas Department of Transportation:** including Rural/Public Transportation, related matters
5. **Discussion regarding Agenda Item Submission**
6. **Discussion regarding McLennan County Employee Policy Guide**
7. **Discussion regarding the November General Election**
8. **Discussion regarding Road Water Issues Presentation from TCEQ**

Q. Executive/Closed Session

1. **Section 551.071 of the Government Code (V.C.T.A.):** An executive/closed session will be held so that the Commissioners Court can seek and receive legal advice from its attorneys regarding pending or threatened litigation, settlement offers, claims, or other matters for which the attorneys' duties to their client under the Texas State Bar Disciplinary Rules of Professional Conduct Conflicts with the Open Meetings Act (Ch.551, Gov. Code) if necessary for a subject contained on this agenda, and 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:
2. **Section 551.072 of the Government Code (V.C.T.A.):** Regarding Real Property, including, but not limited to: (1) Right-Of-Way Acquisitions re: Expansion / Repair Project/s; and/or (2) Real Estate Purchase / Sale / Transfer / Trade / Offers to Purchase, Acquisition / Value / Donations of Real Property / Leases relative to Real Property, including, but not limited to, Potential Properties for Use by County / Public Facilities & Valuation of Current Property for Trade or Sale:
3. **Section 551.074 of the Government Code (V.C.T.A.):** Regarding Personnel Matters including but not limited to: County Court at Law No. 1 / Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Personnel Matters Identified in any Open Session Item if Necessary, and related matters:
4. **Section 551.076 of the Government Code (V.C.T.A.):** Deliberations regarding Security Devices or Security Audits:
5. **Section 551.087 of the Government Code (V.C.T.A.):** Regarding Economic Development Negotiations including, but not limited to (1) Discussion of Commercial / Financial Information Received from a Business Prospect/s; (2) Pending Negotiations / Potential Prospects and Projects; and/or (3) Discussion re: Offers of Financial or Other Incentives to Business Prospect/s:

R. Adjourn

Signed this the 13th day of October, 2016

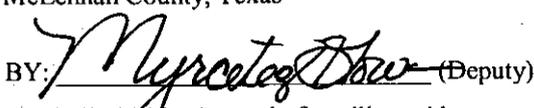

SCOTT M. FELTON, County Judge

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 13th day of October, 2016.

Witness my hand and seal of office at Waco, McLennan County, Texas the 13th day of October, 2016 at 11:50 o'clock a.m.

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

BY:  (Deputy)

Notice: Persons with disabilities in need of auxiliary aide or services may contact the County Judge's Office, (254) 757-5049, prior to the meeting date

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetaq Gowan (Deputy)

AGENDA: OCTOBER 18, 2016

B. Moment of Silence / Invocation And Pledge

CD-410, 9:01

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: OCTOBER 18, 2016

C. Public Comments

Ms. Mary Duty

CD-410, 9:02

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 the November General Election. Not hearing anyone else speak, County Judge Felton closed the hearing.

The Court went to item P. 7. *Discussion re: the November General Election.*

DISCUSSION ONLY:

WORK SESSION ITEMS (UNLESS OTHERWISE IDENTIFIED ABOVE, NO ACTION WILL BE TAKEN, BUT THESE MATTERS WILL BE DISCUSSED):

DISCUSSION RE: THE NOVEMBER GENERAL ELECTION

On this the 18 day of October, 2016, came on for consideration the matter of *Work Session Items*: (unless otherwise identified above, no action will be taken, but these matters will be discussed): *Discussion regarding the November General Election*. The Court discussed the November General Election.

The Court went back to item E. Consent Agenda.

AGENDA: OCTOBER 18, 2016

E. CONSENT AGENDA:

1. Approval of Minutes of Prior Meeting(s) Recording into the Court Minutes of Previously Approved Documents; Recordation of Item Not Requiring Court Action

- a. Recording of Agreement for Dental Services Addendum: Dentrust Dental Texas, P.C. **Approved**
- b. Recording of Maintenance Agreement: CTWP (re: District Clerk Copier) **Approved**
- c. Recording of Fire Alarm Monitoring Services Agreement: Esquire Fire & Security **Approved**
- d. Recording of Maintenance Grant Contract No. 1771393: Office of the Attorney General (re: the Statewide Automated Victim Notification Service (SAVNS) Grant) **Approved**
- e. Recording of Interlocal Agreement: Office of Court Administration (re: Facilities for the Judicial Emergency Data Infrastructure Project) **Approved**

2. Financial Obligations of McLennan County:

- a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization **Approved**

3. Burn Ban Approval, Extension, or Termination

Remains Lifted

4. Authorization / Ratification of RFP's, and Bids Advertisements; Publications; Public / Legal Notices

- a. Authorization of Publication for Bid 16-019 Blue Bluff Road Bridge Damage Repair **Approved**
- b. Authorization of Order Setting a Public Hearing on Reducing the Speed Limit on Buster Chatham Road, Precinct 3 **Approved**

5. Travel and Education Requests:

- a. Road & Bridge, Precinct 2 **Approved**

6. Recording of Educational Certificates; Recording of Department Head Affidavits; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:

- a. Tax Assessor / Collector: Recording of Continuing Education Transcripts **Approved**
- b. County Treasurer: Recording of McLennan County Investment Reports, September 2016 **Approved**

7. Authorization of Tax Resale Deed:

- a. MCAD # 480078020309000: Lot 9, Block 21, Carver Park Addition, City of Waco, McLennan County, Texas **Approved**

- b. MCAD # 480434000072000: Lot 2, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- c. MCAD # 480063000029003: Lots 1, 2, & 3, Block 4, M.F. Burleson Addn., City of Waco, McLennan County, TX **Approved**
- d. MCAD # 480434000078310 fka # 480434000079005 & # 480434000078009: Lot 31, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- e. MCAD # 480434000036008: Lot 18, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- f. MCAD # 480191000014000: Lots B11 & B12, Block 15, Garland Addn., City of Waco, McLennan County, Texas **Approved**
- g. MCAD # 480191000015007: Lots A12 & A13, Block 15, Garland Addn., City of Waco, McLennan County, Texas **Approved**
- h. MCAD # 4803420000241008: Lot 9, Block 13, Paul Quinn Addition, City of Waco, McLennan County, Texas **Approved**
- i. MCAD # 480342000224008: Lots 10 & 11, Block 11, Paul Quinn Addn., City of Waco, McLennan County, Texas **Approved**
- j. MCAD # 480317010129009: Lot 11, Block 7, Oakwood Addition, City of Waco, McLennan County, Texas **Approved**
- k. MCAD # 480434000074003: Lot 4, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- l. MCAD # 480434000073007: Lot 3, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- m. MCAD # 480375000011008: Lots 5 & 6, Block 2, Sedwick Addition, City of Waco, McLennan County, Texas **Approved**
- n. MCAD # 480434000028006: Lot A11, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- o. MCAD # 480375000021002: Lot 2, Block 4, Sedwick Addition, City of Waco, McLennan County, Texas **Approved**
- p. MCAD # 480375000020006: Lot 1, Block 4, Sedwick Addition, City of Waco, McLennan County, Texas **Approved**
- q. MCAD # 480434000076006: Lot 6, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**
- r. MCAD # 480317010086004: Lot 18, Block 5, Oakwood Addition, City of Waco, McLennan County, Texas **Approved**
- s. MCAD # 480375000007001: Lot 1, Block 2, Sedwick Addition, City of Waco, McLennan County, Texas **Approved**
- t. MCAD # 480434000058000: Lot 2, Block 5, J. Weisman Addition, City of Waco, McLennan County, Texas **Approved**

- u. MCAD # 480078020333006: Lot 9, Block 23, Carver Park Addition, City of Waco, McLennan County, Texas **Approved**
- v. MCAD # 480191000013004: Lots A10 & A11, Block 15, Garland Addn., City of Waco, McLennan County, Texas **Approved**
- w. MCAD # 480107000011016: Lot B5, Block A, William Crim Addition, City of Waco, McLennan County, Texas **Approved**

CD-410, 9:13

ORDER APPROVING CONSENT AGENDA ITEMS

On this 18 day of October, 2016, came on for consideration the matter of reviewing and approving the Consent Agenda Items. Commissioner Jones made a motion to approve the consent agenda items 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 and Commissioner Jones. 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 Agreement for Dental Services Addendum: Dentrust Dental Texas, P.C. on September 20, 2016 and recorded on Page 213 of these minutes.

Received

OCT 06 2016

McLennan County Judge

ACCEPTED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT, 20 16
Leon. Jetter
COUNTY JUDGE

FOR
RECORDING

**AGREEMENT FOR DENTAL SERVICES
ADDENDUM**

THIS ADDENDUM, made this 14th day of September, 2016, by and between the COUNTY OF MCLENNAN, having its principal place of business at 3201 E. Highway #6, Waco, Texas 76705 (hereinafter referred to as the "COUNTY") and DENTRUST DENTAL TEXAS, P.C. having its principal place of business at 6097 Easton Road, Pipersville, PA 18947 (hereinafter referred to as "DENTRUST").

WHEREAS, the parties entered into this Agreement dated 18 August 2015, ("Original Agreement") wherein DENTRUST was retained to provide dental care for inmates and detainees at the McLennan County Correctional Facility;

WHEREAS, the Original Agreement dated 18 August 2015, by its terms, is set to terminate on the 30th day of September 2016; and

WHEREAS, the parties hereto wish to extend this Agreement for an additional term upon the same terms and conditions.

NOW THEREFORE, in consideration of the terms and conditions contained herein and in the Original Agreement, the parties agree as follows:

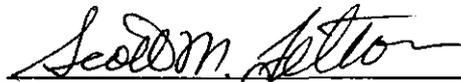
FIRST: The term of this Agreement shall be extended for an additional one (1) year period commencing October 1, 2016 and terminating September 30, 2017, unless otherwise terminated in accordance with Paragraph "13" of the Original Agreement.

SECOND: All other terms and conditions of the Original Agreement shall remain the same for the period of this renewal term.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM on the date hereinabove set forth.

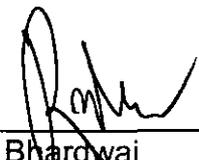
ATTEST

COUNTY OF MCLENNAN


Name: Scott M. Felton
Title: County Judge
9/20/10

ATTEST

DENTRUST DENTAL TEXAS, P.C.


Rishi Bhardwaj
COO

FILED: OCT 18 2016

J.A. "ANDY" HARNELL, County Clerk
McLENNAN COUNTY, TEXAS
By Myrcetez Gowan (NEM)

Recording of Authorization of Maintenance Agreement: CTWP (Re: District Clerk Copier)
on August 16, 2016 and recorded on Page 45 of these minutes.

Received

OCT 06 2016

McLennan County Judge

ACCEPTED BY COMMISSIONERS COURT

THIS 18 DAY OF OCT 20 16

Seaton Jell

COUNTY JUDGE

FOR RECORDED



Received

OCT 05 2016

CTWP
3730 Franklin Ave.
Waco, TX 76710
Ph. 254-752-0376
Fax: 254-752-7712
Email: admin@ctwp.com

MAINTENANCE AGREEMENT

McLennan County Judge

Form with fields: Effective Date, Purchase Order, Invoice #, Branch (Waco), Sales Representative (Roxanne Burnett), Term (Annual), Installation Date

Form with fields: Bill To (Accounts Payable), Ship To (District Clerk), Customer #, Contact (Misty McCowan / Jon Gimble), Phone, Fax, E-Mail

Contract Coverage* Includes all parts, service, labor, black toner, and staples. Maintenance is shared by 2 machines. Base is annual and overages are billed quarterly.

Invoice Cycle: Monthly [], Quarterly [], Annual [X], Other []
Overage Cycle: Monthly [], Quarterly [X], Annual [], Other []

Table with 8 columns: ID, Model, Serial, Description, Start Meter, Allowance, Base Rate, Overage Rate. Rows include Konica Minolta Bizhub 654e Black, C754e, Shared Base, Black - Full Page, Black - 1/2 Page, Color.

See reverse for terms and conditions

Signature: Keeli C. Mann
CTWP administration approval
Date: 9/26/16

Signature: Scott M. Felton
Authorized Customer Signature
Printed name and title: SCOTT M. FELTON, COUNTY JUDGE
Date: 8/16/16

FILED: OCT 18 2016

Waco · Bryan · San Angelo · San Antonio · Temple · Corsicana

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

Recording of Authorization of Fire Alarm Monitoring Services Agreement: Esquire Fire & Security on September 20, 2016 and recorded on Page 228 of these minutes.

Received

OCT 06 2016

McLennan County Judge

ACCEPTED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016
David M. Felix
COUNTY JUDGE

For
RECORDING

Received

OCT 05 2016



McLennan County

Date: September 13, 2016

To: McLennan County Maintenance
Attn: Jayme Skinner
216 N. 5th Street
Waco, TX 76701

Phone: 254-757-5055
Fax: 254-757-5066

Re: 12 Months Fire Alarm Monitoring for 4 Buildings

Esquire Fire & Security is pleased to provide the following quote to provide Fire Alarm Monitoring service for the sprinkler systems in 4 buildings for McLennan County.

Buildings to be monitored include:

- 1. McLennan County Courthouse Maintenance 501 Washington Ave. N
2. McLennan County Adult Probation 504 N 6th Street N
3. McLennan County Archives 824 Washington Ave.
4. McLennan County New Sheriff CA 901 Washington Ave.

Quote: \$1,197.60

Let us know if you need to add monitoring for any other systems or need to make any changes at these locations. We will consider this contract renewed upon receipt of the signed authorization below or a purchase order. Fax your approval to 254-799-3596.

Thank you.

Kirk Hoelscher

Kirk Hoelscher
254-799-3473

Form with fields for proposal details, authorized signature (Brian Maguire), acceptance of proposal, and date of acceptance (9/20/16) signed by Scott M. Felton, County Judge.

FILED: OCT 18 2016

J.A. "ADDY" HARNWELL, County Clerk
McLennan County, Texas
By Myrceter Gowan DEPT IV

Recording of Authorization of Maintenance Grant Contract No. 1771393: Office of the Attorney General (OAG) on August 16, 2016 and recorded on Page 111 of these minutes.

ACCEPTED BY COMMISSIONERS COURT
THIS 18 DAY OF Oct 20 16 *FOR RECORDING*
Adam Selton
COUNTY JUDGE

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
MCLENNAN COUNTY**

OAG Contract No. 1771393

This contract is executed between the Office of the Attorney General (OAG) and McLennan County (GRANTEE) for certain grant funds. The Office of the Attorney General and McLennan County may be referred to in this contract individually as “Party” or collectively as “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the “Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification” as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with Section 6 of this contract.

SECTION 3. GRANTEE’S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a “Services Agreement,” a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to

forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such

records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a

cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its “Service Agreement Renewal Notice” (or other similar document) and invoice (either annually or quarterly which detail the amount due

for each quarter) to GRANTEE by September 1, 2016. The Certified Vendor will notify the OAG within twenty (20) days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The quarters for FY2017 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2017 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of the quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the fifth (5th) day of the month following the end of the quarter, as defined above. If an invoice is submitted after the fifth (5th) day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other Party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund

all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the

OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this

contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.12 Special Conditions. Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

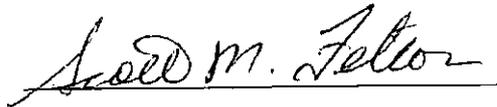
12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY
GENERAL

MCLENNAN COUNTY





Printed Name: _____
Office of the Attorney General

Printed Name: SCOTT M. FELTON
Authorized Official COUNTY JUDGE

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
MCLENNAN COUNTY**

OAG Contract No. 1771393

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

| Event | Cost for Jail | Cost for Courts | Maximum Number of Months | Total Grant Funds SHALL NOT EXCEED |
|-----------------------------------|----------------------|------------------------|---------------------------------|---|
| Standard Maintenance Phase | \$23,765.16 | \$0.00 | 12 | \$23,765.16 |

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
MCLENNAN COUNTY**

OAG Contract No. 1771393

EXHIBIT B

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

FILED: OCT 18 2016

J.A. "ANDY" HARNELL, County Clerk
McLennan County, Texas
By Deputy: Gowan Hearn

Recording of Interlocal Agreement between the Office of Court Administration and McLennan County Re: Facilities for the Judicial Emergency Data Infrastructure Project on September 6, 2016 and recorded on Page 342 of these minutes.

Received

OCT 07 2016

McLennan County Judge

ACCEPTED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
Leeton Felton
COUNTY JUDGE

For
RECORDING

**Interlocal Agreement between the Office of Court Administration and McLennan County
Regarding Facilities for the Judicial Emergency Data Infrastructure Project**

This agreement is made between McLennan County and the Office of Court Administration ("OCA"). McLennan County is a subdivision of the State of Texas. OCA is a state judicial agency created pursuant to Chapter 72 of the Texas Government Code, and is charged with providing information technology assistance to the courts of appeals of the State of Texas.

WHEREAS, OCA has developed the Judicial Emergency Data Infrastructure ("JEDI") Project to provide emergency data services to Texas' appellate court system in the event of an emergency; and

WHEREAS, McLennan County has established a data center located at 500 Columbus Avenue, Waco, Texas, 76701, with available space to support the JEDI Project;

NOW THEREFORE, OCA and McLennan County agrees as follows:

1. License. McLennan County hereby grants OCA a license to OCA for floor space in its data center located at 500 Columbus Avenue, Waco, TX 76701 to support two (2) standard 48U server enclosures ("the enclosures"). This license agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, Interlocal Cooperation Contracts.
2. Term. The term of this agreement shall be from September 1, 2016 to August 31, 2017. OCA and McLennan County have the option to extend this contract annually for up to three (3) additional years (until August 31, 2020). McLennan County or OCA may terminate this agreement with ninety (90) days written notice to the other party. In such event, any amounts owed by OCA will be prorated accordingly.
3. Premises and Services. McLennan County will:
 - (a) determine a location within the data center to house the enclosures;
 - (b) provide electrical power to the equipment housed within enclosures;
 - (c) provide the Office of Court Administration procedures for accessing the data center at any time, including providing on-call numbers to appropriate OCA staff; and
 - (d) maintain its data center within the accepted industry standards for a data center, including providing air cooling and fire detection and suppression.
4. OCA Obligations. OCA will:
 - (a) pay for necessary adjustments to the data center's electrical infrastructure to support the enclosures;
 - (b) utilize a contractor chosen by McLennan County Facilities department to make any adjustments to the data center's electrical infrastructure;
 - (c) be responsible for the installation and ongoing support for additional data circuits needed to support the enclosures; and
 - (d) be responsible for procuring, installing and maintaining the equipment within the enclosures. The enclosures will be secured by locking front, back and side panels. Access to the equipment within the enclosures will be limited to Office of Court Administration staff.

5. Payment for Services. OCA agrees to pay McLennan County Five Thousand Dollars (\$5,000) in consideration for the use of its premises and the cost of power and other incidental expenses related to their obligation under this agreement. In the event that the annual contract extension is exercised, OCA agrees to pay McLennan County Five Thousand Dollars (\$5,000) per year.

Payment for services provided shall be made in quarterly installments of One Thousand Two Hundred Fifty Dollars (\$1,250) based on invoices submitted by McLennan County to OCA.

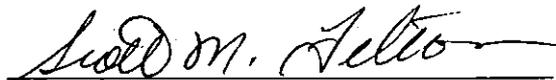
Invoices should indicate the time period that data center obligations were met. Payments will be made to McLennan County within thirty (30) days of receipt of a properly prepared invoice.

All invoices shall be submitted to OCA at the following address:

Texas Office of Court Administration
Attn: Carol Harper
P.O. Box 12066
Austin, Texas 78711-2066

6. General Terms and Conditions.
- (a) This agreement is governed by Texas Law.
 - (b) McLennan County shall retain all records related to this agreement for at least three (3) state fiscal years following the end of the term of the agreement and, if requested, shall make those records available to OCA or the State Auditor's Office for the purpose of conducting an audit or investigation in connection with those funds.
 - (c) McLennan County and OCA agree to use alternative dispute resolution to resolve any dispute arising under this agreement.

Agreed By:



Scott M. Felton
County Judge
McLennan County

9/16/10
Date



David Slayton
Administrative Director
Office of Court Administration

10/13/10
Date

FILED: OCT 18 2010

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myroslaw Gowar (11/11/10)

**ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS OCTOBER 17, 2016**

On this the 18 day of October, 2016, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for October 17, 2016. Commissioner Jones made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. 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 |
|-----------------------------|--------------------|--------------------------|
| 10-17-16 | 976 | \$1,128,235.70 |
| E101716 | 207 | \$93,666.86 |
| | | |
| | | |
| | | |
| | | |
| GRAND TOTAL | 1183 | \$1,221,902.56 |
| | | |

Approved and ordered by the McLennan County Commissioners Court

on this the 18th day of OCTOBER, 2016

Scott M. Felton
County Judge

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By: Mercedes Gowan HEPBURY

REMAINS LIFTED:

**AUTHORIZATION RE: BURN BAN IN THE
UNINCORPORATED AREAS OF MCLENNAN COUNTY**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Jones made a motion to keep burn ban lifted and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

AUTHORIZATION OF PUBLICATION FOR BID 16-019
BLUE BLUFF ROAD BRIDGE DAMAGE REPAIR

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Publication for Bid 16-019 Blue Bluff Road Bridge Damage Repair. 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

COUNTY REQUESTS BIDS

Sealed bids will be received by the McLennan County Purchasing Department until 3:30 P.M., Monday, November 7, 2016. These bids will be opened in the McLennan County Purchasing Office, Waco, Texas. Bids must be placed in a sealed envelope with your Company name, address, and plainly marked **"BID 16-019 Blue Bluff Road Bridge Damage"** and delivered or mailed to the McLennan County Purchasing Department at 214 N. 5th Street Waco, Texas 76701-1302.

**BID 16-019
BLUE BLUFF ROAD BRIDGE DAMAGE**

This project includes all work necessary to repair the damaged bridge on Blue Bluff Road approximately 1.07 miles south of West Fredrick Street (FM-1860) south of Waco, McLennan County, Texas. The Bid documents including The FEMA E-Grant Form may be obtained from the County Purchasing Office, 214 N. 5th St., Waco, Texas or located on the McLennan County Website <http://co.mclennan.tx.us/Bids.aspx>

No faxed bids will be accepted. Bids that are not received before the closing time will not be accepted.

Offerors may withdraw bids at any time prior to the official opening. Bidder, to guarantee the authenticity of any change, must initial alterations made before opening time. After the official opening, bids may not be amended or altered, and may not be withdrawn without the approval of the Commissioners Court.

The County is exempt from Federal Excise Tax and State Sales Tax. Therefore, such taxes must not be included in this bid.

Bids will be lump sum and must be accompanied by a certified check or bid bond in the amount of 5% of the proposed price. The County reserves the right to accept or reject, in part or in whole, any bids submitted; and to waive any technicalities in the best interest of the County.

.....

Run in the Hometown News: Friday, October 21, Friday, October 28 and Friday, November 4, 2016

November 4, 2016
Send Statement to:

McLennan County
214 North 4th St., Suite 100
Waco, TX 76701-1366

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
Seaton. Fello
COUNTY JUDGE

FILED: OCT 18 2016

JA ANDY HARNELL, County Clerk
McLennan County, Texas
By Myrcene Gomez DEPUTY

ORDER SETTING A PUBLIC HEARING ON REDUCING THE SPEED LIMIT
ON BUSTER CHATHAM ROAD
IN PRECINCT 3

On this the 18th day of October 2016 there came before the Commissioners Court the matter of authorizing the County Engineer to set a public hearing for the purpose of hearing from interested members of the public in connection with reducing the speed limit on the following road:

Buster Chatham Rd: (reduced to) Thirty-five (35) mph from FM933 to River Bend Lane

Upon motion being made by Commissioner Jones, seconded by Commissioner Sne11 and duly passed, the County Engineer was authorized to set the time and date of said hearing.

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016
Judith M. Helton
COUNTY JUDGE

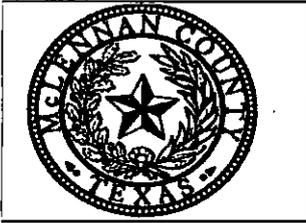
FILED: OCT 18 2016

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

ORDER APPROVING TRAVEL AND EDUCATION REQUESTS:

ROAD & BRIDGE, PRECINCT 2

On this the 18 day of October, 2016, came on for consideration the matter of Travel and/or Education Requests / Ratifications: Road & Bridge, Precinct 2. Commissioner Jones made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Travel Request be, and the same is hereby, approved by unanimous vote.



(Revision)
McLennan County, Texas
Out of County Travel Request Form

Department: Road & Bridge, Precinct 2

Conference/Training: 2016 TACERA Workshop & Conference

Purpose: Professional Development

Destination: San Antonio, Texas

From Date: 10/31/2016 To Date: 11/3/2016

Traveling Employees:

Daniel Stewart _____
Thad Jones _____

Registration fee: \$ 135.00 per person

This request includes (please check all that apply):

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

Hotel room rate: \$129.00 per night + applicable tax

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

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

Budget:

| Fund | Deptid | Account | Project |
|------|--------|---------|---------|
| 001 | 3620 | 619102 | |

Additional Comments:

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

Department Authorization:

Hester Gilson

Commissioners Court Approval:

APPROVED BY COMMISSIONERS COURT
 THIS 18 DAY OF Oct 2016
Adam Nelson
 COUNTY JUDGE

FILED: OCT 18 2016

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

ORDER ACCEPTING:

RECORDING OF CONTINUING EDUCATION TRANSCRIPTS:
TAX ASSESSOR / COLLECTOR

On this the 18 day of October, 2016, came on for consideration the matter of Tax Assessor / Collector: Recording of Continuing Education Transcripts. 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 and Commissioner Jones. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

Randy H. Riggs, CPA
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

Received

OCT 11 2016

McLennan County Judge

October 11, 2016

To: Commissioner's Court

From: Randy Riggs - Tax Assessor/Collector

RE: Informational Report

The following Tax Assessor Collector Continuing Education Transcript for Randy H. Riggs is being submitted in compliance with Section 6.231 of the Property Tax Code. This report shows that Randy H. Riggs has met the continuing education requirements set forth in SB546 for the year 2016.

ACCEPTED BY COMMISSIONERS COURT
THIS 18 DAY OF Oct 2016
Scott M. Felton
COUNTY JUDGE

FOR
RECORDING



**TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT
Reporting Period: 09/18/2015 - 09/17/2016**

Hon. Randy H. Riggs
Tax Assessor Collector
McLennan County
PO Box 406
Waco, TX 76703-0406

ID: 236579
Phone: (254) 757-5133
Fax: (254) 757-2666
Enrollment Date: 09/18/2015

| <u>Date</u> | <u>Course</u> | <u>Units</u> |
|-------------|---|--------------|
| 09/18/2015 | Excess hours carried from 2015 | 10.00 |
| 11/13/2015 | Centra Plex TAAD/Central Texas Chapter TAAO Joint Meeting | 4.50 |
| 11/16/2015 | New Tax Assessor-Collector Orientation | 3.00 |
| 11/16/2015 | V.G. Young Institute of County Government Conference | 9.50 |
| 11/18/2015 | Security | 4.00 |
| 02/18/2016 | Regional Meeting | 1.50 |
| 02/18/2016 | Regional Meeting | 2.00 |
| 02/21/2016 | TAAD Annual Conference - Dallas | 8.75 |
| 03/04/2016 | Centra Plex Chapter TAAD/TAAO Joint Meeting | 4.50 |
| 03/16/2016 | Title Fraud Training | 2.00 |
| 03/16/2016 | DFW Regional Meeting | 4.00 |
| 04/04/2016 | Texas School Assessors Association Conference | 8.50 |
| 04/14/2016 | Texas DMV Days | 6.00 |
| 04/14/2016 | Texas DMV Days | 6.00 |
| 05/19/2016 | Big Country Regional Meeting | 2.50 |
| 06/12/2016 | 82nd Annual TACA Conference - Waco | 16.00 |
| 06/16/2016 | Advanced Leadership | 0.00 |
| 08/18/2016 | Central Texas Region Meeting | 4.00 |
| 08/24/2016 | TAC Legislative Conference | 8.00 |
| 08/28/2016 | TAAO 2016 Annual Conference - Galveston | 12.25 |

Total Hours for year: 117.00

**You have met your continuing education requirements for the
period 09/18/2015 - 09/17/2016.**

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d.) and must be filed for record with Commissioners Court.

10/03/2016

FILED: OCT 18 2016

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

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

ORDER ACCEPTING:

**RECORDING OF MCLENNAN COUNTY INVESTMENT REPORTS,
SEPTEMBER 2016: COUNTY TREASURER**

On this the 18 day of October, 2016, came on for consideration the matter of County Treasurer: Recording of McLennan County Investment Reports, September 2016. Commissioner Jones made a motion to approve and it was seconded by Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Reports be, and the same are hereby, accepted by unanimous vote.

Weighted Average Maturity (Days), Investments Maturing in 730 days (2 Years) or Less: 32 Days
 Portfolio Weighted Average Maturity: 523 Days
 EOM Book Value of Investments With Maturity Dates Beyond 730 days (2 Years): \$25,129,734.99
 EOM Book Value of Investments With Maturity Dates On or After 11/30/2016: \$34,333,432.53

Maturity Date Totals By Year:

| 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|-----------------|----------------|----------------|----------------|----------------|----------------|
| \$39,724,887.91 | \$4,085,595.85 | \$2,004,142.47 | \$9,104,514.86 | \$6,009,145.60 | \$8,011,932.07 |

McLennan County
 Investments Detail
 9/30/2016

Collateralized Certificates of Deposit

CD Average Rate of Return at End of Month: 0.94%

| Description: | Maturity Date: | Date Liquidated: | Interest Pays: | Interest Rate: | Previous EOM Book Value: | Int Paid Current Month: | Net Earnings Current Month: | EOM Principal Balance: | EOM Accrued Int: | Ending Book Value: | Next Int Pmt Due: |
|--------------------------|----------------|------------------|----------------|----------------|--------------------------|-------------------------|-----------------------------|------------------------|------------------|--------------------|------------------------|
| | | | | | | | | | | | |
| Central National XXXX479 | 12/31/2017 | | Quarterly | 0.95% | \$4,082,412.27 | \$0.00 | \$3,183.58 | \$4,077,212.43 | \$8,383.42 | \$4,085,595.85 | 10/13/2016 |
| Central National XXXX177 | 11/30/2016 | | Quarterly | 0.65% | \$5,115,368.97 | \$0.00 | \$2,732.72 | \$5,115,095.70 | \$3,005.99 | \$5,118,101.69 | 11/30/2016 |
| Central National XXXX193 | 4/30/2019 | | Quarterly | 1.10% | \$5,089,791.53 | \$0.00 | \$4,597.30 | \$5,084,887.75 | \$9,501.08 | \$5,094,388.83 | 10/30/2016 |
| Central National XXXX071 | 10/31/2019 | | Quarterly | 1.10% | \$4,006,509.59 | \$0.00 | \$3,616.44 | \$4,000,000.00 | \$10,126.03 | \$4,010,126.03 | 10/8/2016 |
| Central National XXXX072 | 10/31/2018 | | Quarterly | 0.90% | \$2,002,663.01 | \$0.00 | \$1,479.45 | \$2,000,000.00 | \$4,142.47 | \$2,004,142.47 | 10/8/2016 |
| CD Totals: | | | | | | | | | | | \$20,312,354.86 |

US Government Agencies and Treasuries

Security Average Rate of Return at End of Month: 1.52%

| Description | Date Settled | Maturity Date: | Date Liquidated: | Interest Pays: | Current Coupon Rate: | Current Return Rate: | Earnings Paid Current Month: | EOM Prin Balance: | EOM Accrued Interest: | EOM Book Value: | Next Int Payment Due: |
|--|--------------|----------------|------------------|----------------|----------------------|----------------------|------------------------------|-------------------|-----------------------|-----------------|-----------------------|
| | | | | | | | | | | | |
| Federal Home Loan Mortgage Corporation 3134G7MH1 | 8/17/2015 | 8/17/2016 | 8/17/2016 | Semi-Annually | 0.000% | 0.000% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Next Call Date: Called 08/17/2016 | | | | | | | | | | | |
| Federal Home Loan Banks 3130A5YN3 | 7/29/2015 | 8/1/2016 | 8/1/2016 | Semi-Annually | 0.000% | 0.000% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Next Call Date: Weekend call 07/29/2016 08/01/2016 Deposit | | | | | | | | | | | |
| Federal National Mortgage Association 3135G0N66 | 8/24/2016 | 8/24/2020 | 8/24/2020 | Semi-Annually | 1.400% | 1.400% | \$0.00 | \$4,000,000.00 | \$5,630.43 | \$4,005,630.43 | 2/24/2017 |
| Next Call Date: 2/24/2017 First Call 02/24/2017. Quarterly thereafter. | | | | | | | | | | | |

ACCEPTED BY COMMISSIONERS COURT
 THIS 18 DAY OF OCT 2016
 [Signature]
 COUNTY JUDGE

**McLennan County
Investments Detail**

9/30/2016

| | | | | | | | | | | | | | | | | | | |
|--|-----------------|---|-------------|---------------|-----------------|--------|--------|----------------|----------------|------------|---------|----------------|------------|-----------------|-----------------|-------------|---------|-----------------|
| Federal Farm Credit Bank 3133EGMM4 | 10/19/2016 | 7/21/2016 | 10/19/2020 | Semi-Annually | 1.375% | 1.399% | \$0.00 | \$2,000,000.00 | \$1,998,000.00 | \$5,423.61 | \$91.55 | \$2,003,515.16 | 10/19/2016 | | | | | |
| Next Call Date: | 10/19/2016 | Continuous Call after 10/19/2016 | | | | | | | | | | | | | | | | |
| Federal National Mortgage Association 3136G3G90 | 7/27/2016 | 7/21/2021 | | Semi-Annually | 1.550% | 1.550% | \$0.00 | \$2,000,000.00 | \$2,000,000.00 | \$5,475.54 | \$0.00 | \$2,005,475.54 | 1/27/2017 | | | | | |
| Next Call Date: | 1/27/2017 | First Call 01/27/2017 | | | | | | | | | | | | | | | | |
| Federal Home Loan Mortgage Corporation 3134GAAM6 | 8/25/2016 | 8/25/2021 | | Semi-Annually | 1.650% | 1.650% | \$0.00 | \$4,000,000.00 | \$4,000,000.00 | \$6,456.52 | \$0.00 | \$4,006,456.52 | 2/25/2017 | | | | | |
| Next Call Date: | 11/25/2016 | Next Call 11/25/2016. Quarterly thereafter. | | | | | | | | | | | | | | | | |
| Federal Home Loan Banks 3130A9F89 | 9/30/2016 | 9/30/2021 | | Semi-Annually | 1.625% | 1.625% | \$0.00 | \$2,000,000.00 | \$2,000,000.00 | \$0.00 | \$0.00 | \$2,000,000.00 | 3/30/2017 | | | | | |
| Next Call Date: | 12/30/2016 | Callable Quarterly Beginning 12/30/2016 | | | | | | | | | | | | | | | | |
| US Government Agency and Treasury Totals: | | | | | | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">\$0.00</td> <td style="width: 10%;">\$14,000,000.00</td> <td style="width: 10%;">\$13,998,000.00</td> <td style="width: 10%;">\$22,986.11</td> <td style="width: 10%;">\$91.55</td> <td style="width: 10%;">\$14,021,077.66</td> </tr> </table> | | | | | | | | | | | | | \$0.00 | \$14,000,000.00 | \$13,998,000.00 | \$22,986.11 | \$91.55 | \$14,021,077.66 |
| \$0.00 | \$14,000,000.00 | \$13,998,000.00 | \$22,986.11 | \$91.55 | \$14,021,077.66 | | | | | | | | | | | | | |

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

Pool/MM Average Rate of Return at End of Month: 0.6208%

| 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 Collateralized Savings Account XXXXXX92 | | 9/13/2016 | 0.4000% | \$361,700.61 | \$118.92 | \$904,271.36 | \$118.92 | \$904,390.28 | \$0.00 | | | | | |
| TexPool 449XXXXXXX | Investment Pool | | 0.3780% | \$13,617,101.27 | \$4,240.83 | \$18,616,959.91 | \$4,240.83 | \$10,000,000.00 | \$8,621,200.74 | | | | | |
| TexPool 590XXXXXXX | Investment Pool | | 0.7068% | \$22,502,631.18 | \$13,097.34 | \$19,335,527.94 | \$5,013,097.34 | \$0.00 | \$24,348,625.28 | | | | | |
| Interest Bearing Account Totals: | | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">\$17,457.09</td> <td style="width: 10%;">\$38,856,759.21</td> <td style="width: 10%;">\$5,017,457.09</td> <td style="width: 10%;">\$10,904,390.28</td> <td style="width: 10%;">\$32,969,826.02</td> </tr> </table> | | | | | | | | | | \$17,457.09 | \$38,856,759.21 | \$5,017,457.09 | \$10,904,390.28 | \$32,969,826.02 |
| \$17,457.09 | \$38,856,759.21 | \$5,017,457.09 | \$10,904,390.28 | \$32,969,826.02 | | | | | | | | | | |

Non-Interest Bearing Collateralized Accounts

| Description: | Date Liquidated: | Earnings Credit Rate: | Previous EOM Balance: | ACH/Wire Withdrawals: | Deposits: | Checks Issued: | Checks Issued: | Deposits: | ACH/Wire Withdrawals: | Voids: | EOM Balance: | Outstanding Checks | EOM Adjustments | Ending Bank Statement Bal | |
|---|------------------|-----------------------|-----------------------|-----------------------|-----------------|----------------|----------------|----------------|-----------------------|--------|----------------|--------------------|-----------------|---------------------------|----------------|
| BBVA Compass XXXXXX0837 | | 0.45% | \$4,989,455.34 | \$11,007,574.70 | \$11,229,780.72 | \$3,577,486.46 | \$2,785.30 | \$1,636,960.20 | \$1,003,320.85 | \$0.00 | \$1,636,960.20 | \$1,003,320.85 | \$0.00 | \$2,640,281.05 | |
| NonInterest Bearing Account Totals: | | | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">\$1,636,960.20</td> </tr> </table> | | | | | | | | | | | | | | | \$1,636,960.20 |
| \$1,636,960.20 | | | | | | | | | | | | | | | |

Bill Patton

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

Total Book Value Effective 9/30/2016 **\$68,940,218.75**

**McLennan County
Cash Transaction Summary
9/30/2016**

| | | | |
|------------------|--------------------------|---------------------------|-------------------------|
| 8/31/2016 | Beginning Balance | Total Investments: | Pooled Cash DDA: |
| | | \$76,149,234.42 | \$4,989,455.34 |

Revenue/Deposits

| | | |
|---|----------------|-----------------|
| September 2016 Investment Income | \$47,869.75 | |
| September 2016 NonInvestment Revenue | \$5,325,390.44 | \$11,229,780.72 |

Disbursements

Checks Issued

| Transaction Date: | Check Range | Type: | Amount: |
|----------------------|-------------------|------------------|----------------|
| 9/2/2016 | 322500 - 322504 | Accounts Payable | \$77,343.48 |
| 9/6/2016 | 322505 - 322780 | Accounts Payable | \$516,210.60 |
| 9/8/2016 | 322781 - 322782 | Accounts Payable | \$186.00 |
| 9/12/2016 | 322783 - 322824 | Accounts Payable | \$61,631.01 |
| 9/13/2016 | 322825 - 322825 | Accounts Payable | \$2,300.00 |
| 9/16/2016 | 322826 - 322833 | Accounts Payable | \$77,930.68 |
| 9/19/2016 | 322834 - 322857 | Accounts Payable | \$29,858.64 |
| 9/20/2016 | 322858 - 323269 | Accounts Payable | \$2,159,225.58 |
| 9/22/2016 | 323270 - 323284 | Accounts Payable | \$66,818.30 |
| 9/26/2016 | 323285 - 323310 | Accounts Payable | \$8,373.62 |
| 9/27/2016 | 323311 - 323583 | Accounts Payable | \$565,792.79 |
| 9/29/2016 | 323584 - 323584 | Accounts Payable | \$1,192.75 |
| 9/30/2016 | 323585 - 323600 | Accounts Payable | \$8,881.11 |
| 9/30/2016 | 5012129 - 5012137 | Payroll | \$1,741.90 |

| | | |
|-----------------------|-----------------------|-----------------------|
| Checks Issued: | \$3,577,486.46 | \$3,577,486.46 |
|-----------------------|-----------------------|-----------------------|

ACH/Wire Disbursements

| Transaction Date: | Purpose: | Amount: | DDA Only: |
|----------------------|---|----------------|--------------------------|
| 9/2/2016 | ACH Payroll | \$1,046,195.84 | <input type="checkbox"/> |
| 9/6/2016 | IRS 941 Tax Payment | \$392,439.23 | <input type="checkbox"/> |
| 9/6/2016 | Child Support | \$8,943.98 | <input type="checkbox"/> |
| 9/6/2016 | US Bank: US Marshall | \$25,740.00 | <input type="checkbox"/> |
| 9/6/2016 | US Bank: US Marshall | \$22,977.36 | <input type="checkbox"/> |
| 9/6/2016 | Health Savings Account Deposits | \$6,633.68 | <input type="checkbox"/> |
| 9/6/2016 | ACH Accounts Payable | \$34,169.56 | <input type="checkbox"/> |
| 9/9/2016 | Transfer: Employee Health Insurance Trust | \$5,185.50 | <input type="checkbox"/> |
| 9/9/2016 | US Bank: US Marshall | \$627,023.52 | <input type="checkbox"/> |
| 9/13/2016 | Transfer: Employee Health Insurance Trust | \$700,000.00 | <input type="checkbox"/> |
| 9/13/2016 | Bank Supplies | \$74.19 | <input type="checkbox"/> |
| 9/14/2016 | US Bank: NTX USMS | \$15,116.40 | <input type="checkbox"/> |
| 9/15/2016 | Transfer to Jury Fund | \$75,000.00 | <input type="checkbox"/> |
| 9/15/2016 | US Bank: US Marshall | \$524,009.52 | <input type="checkbox"/> |
| 9/16/2016 | ACH Payroll | \$1,057,952.19 | <input type="checkbox"/> |
| 9/16/2016 | Employee Retirement | \$607,290.72 | <input type="checkbox"/> |
| 9/19/2016 | IRS 941 Tax Payment | \$398,120.01 | <input type="checkbox"/> |
| 9/19/2016 | Child Support | \$9,124.92 | <input type="checkbox"/> |
| 9/19/2016 | US Bank: US Marshall | \$438,315.84 | <input type="checkbox"/> |
| 9/19/2016 | Health Savings Account Deposits | \$6,950.12 | <input type="checkbox"/> |
| 9/20/2016 | ACH Accounts Payable | \$70,735.84 | <input type="checkbox"/> |
| 9/23/2016 | Retiree Reversal | \$2.50 | <input type="checkbox"/> |

**McLennan County
Cash Transaction Summary
9/30/2016**

Total Investments:

Pooled Cash DDA:

| | | |
|---|----------------|-------------------------------------|
| 9/23/2016 Retiree Reversal | \$2.50 | <input type="checkbox"/> |
| 9/27/2016 ACH Accounts Payable | \$21,622.50 | <input type="checkbox"/> |
| 9/27/2016 US Bank: Johnson County | \$118,800.00 | <input type="checkbox"/> |
| 9/27/2016 US Bank: Bosque County | \$15,502.00 | <input type="checkbox"/> |
| 9/27/2016 US Bank: Harris County | \$55,844.00 | <input type="checkbox"/> |
| 9/29/2016 TDCJ: Adult Probation Employee Benefits | \$10,274.13 | <input type="checkbox"/> |
| 9/29/2016 WMCEDC | \$402,500.00 | <input type="checkbox"/> |
| 9/30/2016 Transfer to Investment | \$2,000,000.00 | <input checked="" type="checkbox"/> |
| 9/30/2016 Transfer: Employee Health Insurance Trust | \$1,077,439.51 | <input type="checkbox"/> |
| 9/30/2016 ACH Payroll | \$1,196,986.34 | <input type="checkbox"/> |
| 9/30/2016 US Bank: Bureau of Prisons | \$25,491.60 | <input type="checkbox"/> |
| 9/30/2016 Deposit Correction | \$116.00 | <input type="checkbox"/> |
| 9/30/2016 US Bank: Parker County | \$10,995.20 | <input type="checkbox"/> |

| | | |
|--------------------------------|-------------------|-------------------|
| ACH/Wire Disbursements: | \$9,007,574.70 | \$11,007,574.70 |
| Voided Checks: | <u>\$2,785.30</u> | <u>\$2,785.30</u> |
| Disbursement Total: | \$12,582,275.86 | \$14,582,275.86 |

Ending Balances

| | | |
|--|------------------------|-----------------------|
| Pooled Cash EOM Balance 9/30/2016 | <u>\$68,940,218.75</u> | <u>\$1,636,960.20</u> |
| Outstanding Checks: | | \$1,003,320.85 |
| Depository Adjustments: | | \$0.00 |
| Bank Balance: | | <u>\$2,640,281.05</u> |
| Pooled Cash EOM Balance 9/30/2015 | <u>\$56,549,085.35</u> | |
| Annual Increase in EOM Balance | <u>\$12,391,133.40</u> | |

Fiscal Year-to-Date Investment Summary 9/30/2016

| 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 | 8/17/2016 | 8/17/2017 | 0.0000% | AGENCY | \$0.00 | \$17,000.00 | \$14,967.40 | \$0.00 |
| FHLB 3130A5YN3 | 8/1/2016 | 10/29/2018 | 0.0000% | AGENCY | \$0.00 | \$26,000.00 | \$21,548.92 | \$0.00 |
| FHLB 3130A5LB3 | 6/28/2016 | 12/28/2018 | 0.0000% | AGENCY | \$0.00 | \$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 |
| FNMA 3135GON66 | | 8/24/2020 | 1.4000% | AGENCY | \$0.00 | \$0.00 | \$5,630.43 | \$4,005,630.43 |
| FFCB 3133EGMIM4 | | 10/19/2020 | 1.3990% | AGENCY | \$0.00 | \$0.00 | \$5,362.38 | \$2,003,515.16 |
| FNMA 3136G3G90 | | 7/21/2021 | 1.5500% | AGENCY | \$0.00 | \$0.00 | \$5,475.54 | \$2,005,475.54 |
| FHLMC 3134GAAIM6 | | 8/25/2021 | 1.6500% | AGENCY | \$0.00 | \$0.00 | \$6,456.52 | \$4,006,456.52 |
| FHLB 3130A9F89 | | 9/30/2021 | 1.6250% | AGENCY | \$0.00 | \$0.00 | \$0.00 | \$2,000,000.00 |
| CNB XXXX177 | | 11/30/2016 | 0.6500% | CD | \$0.00 | \$33,203.84 | \$33,223.35 | \$5,118,101.69 |
| CNB XXXX479 | | 12/31/2017 | 0.9500% | CD | \$0.00 | \$38,583.08 | \$43,907.10 | \$4,085,595.85 |
| CNB XXXX072 | | 10/31/2018 | 0.9000% | CD | \$0.00 | \$0.00 | \$4,142.47 | \$2,004,142.47 |
| CNB XXXX193 | | 4/30/2019 | 1.1000% | CD | \$0.00 | \$31,060.91 | \$36,698.93 | \$5,094,388.83 |
| CNB XXXX071 | | 10/31/2019 | 1.1000% | CD | \$0.00 | \$0.00 | \$10,126.03 | \$4,010,126.03 |
| BOA XXXXXX432 | 7/31/2016 | | 0.0000% | DDA | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| BBVA XXXXXX0837 | | | 0.4500% | DDA | \$0.00 | \$0.00 | \$0.00 | \$1,636,960.20 |
| TEXSTAR XXXXXXXX90 | 12/23/2015 | | 0.0000% | POOL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TEXPOOL 590XXXXXXXXXX | | | 0.7068% | POOL | \$13,097.34 | \$103,285.27 | \$103,285.27 | \$24,348,625.28 |
| TEXPOOL 449XXXXXXXXXX | | | 0.3780% | POOL | \$4,240.83 | \$52,070.44 | \$52,070.44 | \$8,621,200.74 |
| EXTRACO XXXX7614 | 2/19/2016 | | 0.0000% | SAVINGS | \$0.00 | \$679.03 | \$679.03 | \$0.00 |

| 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 |
|----------------------|------------------|---------------|-------------------------|-----------------|------------------------------|-----------------------------------|---------------------------------------|-----------------|
| BBVA XXXXXX9475 | 1/13/2016 | | 0.0000% | SAVINGS | \$0.00 | \$2,560.55 | \$2,560.55 | \$0.00 |
| FNBCT XXXXXX92 | 9/13/2016 | | 0.4000% | SAVINGS | \$118.92 | \$3,441.95 | \$3,441.95 | \$0.00 |
| End of Month Totals: | | | | | \$17,457.09 | \$398,268.40 | \$407,422.10 | \$68,940,218.75 |

Market Value Source: **TEXPOOL**

**Change in Book Value and Market Value
Between 8/31/2016 and 9/30/2016**

| | 8/31/2016 | 9/30/2016 | |
|---|--------------------------|-------------------------|---|
| | Previous EOM Book Value: | Current EOM Book Value: | Current EOM Market Value More or (Less) than Book Value |
| Collateralized Certificates of Deposit | | | |
| CNB XXXX479 | \$4,082,412.27 | \$4,085,595.85 | \$0.00 |
| CNB XXXX177 | \$5,115,368.97 | \$5,118,101.69 | \$0.00 |
| CNB XXXX193 | \$5,089,791.53 | \$5,094,388.83 | \$0.00 |
| CNB XXXX071 | \$4,006,509.59 | \$4,010,126.03 | \$0.00 |
| CNB XXXX072 | \$2,002,663.01 | \$2,004,142.47 | \$0.00 |
| Subtotal Collateralized Certificates of Deposit | \$20,296,745.38 | \$20,312,354.86 | \$15,609.48 |

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

| | | | |
|---|-----------------|-----------------|------------------|
| TEXPOOL 590XXXXXXXXXX | \$19,335,527.94 | \$24,348,625.28 | \$0.00 |
| FNBC XXXXX92 | \$904,271.36 | \$0.00 | \$0.00 |
| TEXPOOL 449XXXXXXXXXX | \$18,616,959.91 | \$8,621,200.74 | \$0.00 |
| Subtotal Investment Pools, Money Market Mutual Funds, & Collateralized Savings Accounts | \$38,856,759.21 | \$32,969,826.02 | (\$5,886,933.19) |

Non-Interest Bearing Collateralized Accounts

| | | | |
|---|----------------|----------------|------------------|
| BBVA XXXXX0837 | \$4,989,455.34 | \$1,636,960.20 | \$0.00 |
| Subtotal Non-Interest Bearing Collateralized Accounts | \$4,989,455.34 | \$1,636,960.20 | (\$3,352,495.14) |

US Government Agencies and Treasuries

| | | | |
|-----------------|----------------|----------------|--------------|
| FFCB 3133EGMIM4 | \$2,001,184.81 | \$2,003,515.16 | (\$2,697.55) |
|-----------------|----------------|----------------|--------------|

**Change in Book Value and Market Value
Between 8/31/2016 and 9/30/2016**

| | 8/31/2016 | | 9/30/2016 | | Current EOM Market Value More or (Less) than Book Value |
|--|--------------------------|----------------------------|-------------------------|---------------------------|---|
| | Previous EOM Book Value: | Previous EOM Market Value: | Current EOM Book Value: | Current EOM Market Value: | |
| FHLB 3130A9F89 | \$0.00 | | \$2,000,000.00 | \$1,998,708.00 | (\$1,292.00) |
| FHLMC 3134G7MH1 | \$0.00 | | \$0.00 | | \$0.00 |
| FHLMC 3134GAAM6 | \$4,001,076.09 | \$3,992,684.09 | \$4,006,456.52 | \$4,006,532.52 | \$76.00 |
| FNMA 3135G0N66 | \$4,001,065.22 | \$3,993,645.22 | \$4,005,630.43 | \$4,005,970.43 | \$340.00 |
| FNMA 3136G3G90 | \$2,002,948.37 | \$1,994,998.37 | \$2,005,475.54 | \$2,002,163.54 | (\$3,312.00) |
| FHLB 3130A5YN3 | \$0.00 | | \$0.00 | | \$0.00 |
| Subtotal US Government Agencies and Treasuries | \$12,006,274.49 | \$11,975,667.62 | \$14,021,077.66 | \$14,014,192.11 | \$2,014,803.17 |
| Overall Totals | \$76,149,234.42 | \$76,118,627.55 | \$68,940,218.75 | \$68,933,333.20 | (\$6,885.55) |

Market Value Source: None Required

Depository Collateral Report
Effective
9/30/2016

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 |
| FHLB Letter of Credit | FHLB Letter of Credit #XX179 | XX179 | 8/18/2017 | 0.0000% | 1 | \$5,000,000.00 | \$5,000,000.00 |
| BBVA Compass Collateral Subtotal: | | | | | | | \$27,000,000.00 |
| FDIC Coverage: | | | | | | | <u>\$250,000.00</u> |
| BBVA Compass Total Deposit Coverage: | | | | | | | \$27,250,000.00 |
| BBVA Compass Total Deposits: | | | | | | | \$11,771,289.72 |
| Collateral Surplus | | | | | | | \$15,478,710.28 |

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 |
| FHLB Letter of Credit | FHLB Letter of Credit #4113000013 | 4113000013 | 11/30/2018 | 0.0000% | 1 | \$2,000,000.00 | \$2,000,000.00 |
| FHLB Letter of Credit | FHLB Letter of Credit #4113000012 | 4113000012 | 11/29/2019 | 0.0000% | 1 | \$4,000,000.00 | \$4,000,000.00 |
| Central National Collateral Subtotal: | | | | | | | \$20,300,000.00 |
| FDIC Coverage: | | | | | | | <u>\$250,000.00</u> |
| Central National Total Deposit Coverage: | | | | | | | \$20,550,000.00 |
| Central National Total Deposits: | | | | | | | \$20,312,354.86 |
| Collateral Surplus | | | | | | | \$237,645.14 |

FILED: OCT 18 2016!

9/30/2016

Page 1 of 1

J.A. "ANDY" HARRIS, County Clerk
 McLennan County, Texas
 By Myralee Brown DEPUTY

ORDER APPROVING AUTHORIZATION OF TAX RESALE DEEDS:

**MCAD # 480078020309000: LOT 9, BLOCK 21, CARVER PARK ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000072000: LOT 2, BLOCK 6, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480063000029003: LOTS 1, 2, & 3, BLOCK 4, M.F. BURLESON ADDN.,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000078310 FKA # 480434000079005 & # 480434000078009: LOT 31,
BLOCK 6, J. WEISMAN ADDITION, CITY OF WACO, MCLENNAN COUNTY, TX**

**MCAD # 480434000036008: LOT 18, BLOCK 3, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480191000014000: LOTS B11 & B12, BLOCK 15, GARLAND ADDN.,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480191000015007: LOTS A12 & A13, BLOCK 15, GARLAND ADDN.,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 4803420000241008: LOT 9, BLOCK 13, PAUL QUINN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480342000224008: LOTS 10 & 11, BLOCK 11, PAUL QUINN ADDN.,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480317010129009: LOT 11, BLOCK 7, OAKWOOD ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000074003: LOT 4, BLOCK 6, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000073007: LOT 3, BLOCK 6, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480375000011008: LOTS 5 & 6, BLOCK 2, SEDWICK ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000028006: LOT A11, BLOCK 3, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480375000021002: LOT 2, BLOCK 4, SEDWICK ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480375000020006: LOT 1, BLOCK 4, SEDWICK ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000076006: LOT 6, BLOCK 6, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480317010086004: LOT 18, BLOCK 5, OAKWOOD ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480375000007001: LOT 1, BLOCK 2, SEDWICK ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480434000058000: LOT 2, BLOCK 5, J. WEISMAN ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480078020333006: LOT 9, BLOCK 23, CARVER PARK ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480191000013004: LOTS A10 & A11, BLOCK 15, GARLAND ADDN.,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

**MCAD # 480107000011016: LOT B5, BLOCK A, WILLIAM CRIM ADDITION,
CITY OF WACO, MCLENNAN COUNTY, TEXAS**

On this the 18 day of October, 2016, upon motion made by Commissioner Jones to authorize the Tax Resale Deeds 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 and Commissioner Jones. It is ordered by the Court that said Tax Resale Deeds, City of Waco, and McLennan County, Texas for:

- a. MCAD # 480078020309000: Lot 9, Block 21, Carver Park Addition, City of Waco, McLennan County, Texas
- b. MCAD # 480434000072000: Lot 2, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
- c. MCAD # 480063000029003: Lots 1, 2, & 3, Block 4, M.F. Burluson Addn., City of Waco, McLennan County, TX
- d. MCAD # 480434000078310 fka # 480434000079005 & # 480434000078009: Lot 31, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas
- e. MCAD # 480434000036008: Lot 18, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas
- f. MCAD # 480191000014000: Lots B11 & B12, Block 15, Garland Addn., City of Waco, McLennan County, Texas
- g. MCAD # 480191000015007: Lots A12 & A13, Block 15, Garland Addn., City of Waco, McLennan County, Texas
- h. MCAD # 4803420000241008: Lot 9, Block 13, Paul Quinn Addition, City of Waco, McLennan County, Texas

- i. MCAD # 480342000224008: Lots 10 & 11, Block 11, Paul Quinn Addn.,
City of Waco, McLennan County, Texas
- j. MCAD # 480317010129009: Lot 11, Block 7, Oakwood Addition,
City of Waco, McLennan County, Texas
- k. MCAD # 480434000074003: Lot 4, Block 6, J. Weisman Addition,
City of Waco, McLennan County, Texas
- l. MCAD # 480434000073007: Lot 3, Block 6, J. Weisman Addition,
City of Waco, McLennan County, Texas
- m. MCAD # 480375000011008: Lots 5 & 6, Block 2, Sedwick Addition,
City of Waco, McLennan County, Texas
- n. MCAD # 480434000028006: Lot A11, Block 3, J. Weisman Addition,
City of Waco, McLennan County, Texas
- o. MCAD # 480375000021002: Lot 2, Block 4, Sedwick Addition,
City of Waco, McLennan County, Texas
- p. MCAD # 480375000020006: Lot 1, Block 4, Sedwick Addition,
City of Waco, McLennan County, Texas
- q. MCAD # 480434000076006: Lot 6, Block 6, J. Weisman Addition,
City of Waco, McLennan County, Texas
- r. MCAD # 480317010086004: Lot 18, Block 5, Oakwood Addition,
City of Waco, McLennan County, Texas
- s. MCAD # 480375000007001: Lot 1, Block 2, Sedwick Addition,
City of Waco, McLennan County, Texas
- t. MCAD # 480434000058000: Lot 2, Block 5, J. Weisman Addition,
City of Waco, McLennan County, Texas
- u. MCAD # 480078020333006: Lot 9, Block 23, Carver Park Addition,
City of Waco, McLennan County, Texas
- v. MCAD # 480191000013004: Lots A10 & A11, Block 15, Garland Addn.,
City of Waco, McLennan County, Texas
- w. MCAD # 480107000011016: Lot B5, Block A, William Crim Addition,
City of Waco, McLennan County, Texas

be, and the same are hereby, approved by unanimous vote and the County Judge is so authorized to execute same on behalf of McLennan County.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
400 Austin Avenue-Suite 105
Waco, Texas 76701

254/756-6609

October 10, 2016

Honorable Scott Felton
County Judge
McLennan County Courthouse
Waco, Texas 76701

Re: Request for Approval to Sell Properties by City of Waco

Dear Judge Felton:

The City of Waco is seeking approval by McLennan County to sell the following properties listed on Schedule A attached.

These properties were foreclosed on by the City of Waco for delinquent taxes and have been on the non-taxable roll. The City of Waco and Waco Independent School District have already approved said sales.

We would appreciate these re-sales being placed on the agenda for Commissioner's Court, Tuesday, October 18, 2016.

If any additional information is needed, please let me know.

Thank you.

Sincerely,



Jake Battenfield

JB/mb

SCHEDULE A

- Cause # 85-1719-3; City of Waco v. Shelby Mitchell et al
Property Address: 541 Dunbar Avenue (Lot 9, Block 21, Carver Park Addn.)
Account # 480078020309000
- Cause # 88-4168-3; City of Waco et al v. Lonnie D. Hunt
Property Address: 1204 Payne Avenue (Lot 2, Block 6, J. Weisman Addn.)
Account # 480434000072000
- Cause # 90-4184-3; City of Waco v. H. Dale Curry et al &
Cause #95-1259-4; City of Waco et al v. Diversified Financial Systems, L.P.
Property Address: 1225 Indiana Avenue (Lots 1, 2 & 3, Block 4, M.F. Burleson Addn.)
Account # 480063000029003
- Cause # 2001-3436-4; City of Waco et al v. Celia Larkins et al (Ethel Hawkins)
Property Address: 1216 Payne Avenue (Lot 31, Block 6, J. Weisman Addn.)
Account # 480434000078310 fka #480434000079005 & #480434000078009
- Cause # 2006-4449-4; City of Waco et al v. Willie Lee Taylor et al
Property Address: 1209 Payne Avenue (Lot 18, Block 3, J. Weisman Addn.)
Account # 480434000036008
- Cause # 2008-1077-4; City of Waco et al v. Central Texas Community Development Corp.
Property Address: 1817 N. 7th Street (Lots B11 & B12, Block 15, Garland Addn.)
Account # 480191000014000
- Cause # 2010-1357-5; Connally ISD v. Tone Enterprises, Inc.
Property Address: 1815 N. 7th Street (Lots A12 & A13, Block 15, Garland Addn.)
Account # 480191000015007
- Cause # 2011-3580-4; The City of Waco, Texas v. Joan Marie Taplin Kelly et al
Property Address: 927 Burgan Street (Lot 9, Block 13, Paul Quinn Addn.)
Account # 4803420000241008
- Cause # 2011-4900-5; The City of Waco, Texas v. Minnie Sharp et al
Property Address: 924 Burgan Street (Lots 10 & 11, Block 11, Paul Quinn Addn.)
Account # 4803420000224008
- Cause # 2012-522-5; The City of Waco, Texas v. Margaret Sanchez Olvera et al
Property Address: 940 Martin Avenue (Lot 11, Block 7, Oakwood Addn.)
Account # 480317010129009
- Cause # 2012-1934-5; The City of Waco, Texas v. Alvin Taylor
Property Address: 1208 Payne Avenue (Lot 4, Block 6, J. Weisman Addn.)
Account # 480434000074003

Cause # 2012-2964-5; The City of Waco, Texas v. Bobbie L. Walker et al
Property Address: 1206 Payne Avenue (Lot 3, Block 6, J. Weisman Addn.)
Account # 480434000073007

Cause # 2012-3025-4; The City of Waco, Texas v. Sterling Holt et al
Property Address: 515 Sedwick Street (Lots 5 & 6, Block 2, Sedwick Addn.)
Account # 480375000011008

Cause # 2013-750-4; The City of Waco, Texas v. Jacine Lowe et al
Property Address: 1229 Payne Avenue (Lot A11, Block 3, J. Weisman Addn.)
Account # 480434000028006

Cause # 2013-1660-4; The City of Waco, Texas v. Bettie M. Battle et al
Property Address: 1909 N. 6th Street (Lot 2, Block 4, Sedwick Addn.)
Account # 480375000021002
Property Address: 1907 N. 6th Street (Lot 1, Block 4, Sedwick Addn.)
Account # 480375000020006

Cause # 2013-2092-4; The City of Waco, Texas v. Frank Lee et al
Property Address: 1212 Payne Avenue (Lot 6, Block 6, J. Weisman Addn.)
Account # 480434000076006

Cause # 2013-2412-5; The City of Waco, Texas v. Thomas D. Brault
Property Address: 1109 Martin Avenue (Lot 18, Block 5, Oakwood Addn.)
Account # 480317010086004

Cause # 2013-3835-4; The City of Waco, Texas v. Jimmie Booker Thompson
Property Address: 530 Proctor Avenue (Lot 1, Block 2, Sedwick Addn.)
Account # 480375000007001

Cause # 2013-3941-5; The City of Waco, Texas v. Rosevelt Griffin et al
Property Address: 1108 Payne Avenue (Lot 2, Block 5, J. Weisman Addn.)
Account # 480434000058000

Cause # 2014-3099-4; The City of Waco, Texas v. Reginald D. Perkins
Property Address: 701 Dunbar Avenue (Lot 9, Block 23, Carver Park Addn.)
Account # 480078020333006

Cause # 2014-3343-5; The City of Waco, Texas v. Aaron Ervin
Property Address: 1819 N. 7th Street (Lots A10 & A11, Block 15, Garland Addn.)
Account # 480191000013004

Cause # 2012-1987-4; The City of Waco, Texas v. R.C. Haggard et al
Property Address: 115 Rotan Street (Lot B5, Block A, William Crim Addn.)
Account # ~~4800107000011016~~

480107000011016

FILED: OCT 18 2016

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

2016-490
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Phyliss D. Harbert*

GRANTEE'S MAILING ADDRESS: *2101 Dan Rowe Street, Waco, Texas 76704*

CONSIDERATION: *One Thousand Seven Hundred Twelve and NO/100 Dollars (\$1,712.00)*

PROPERTY: *Lot 9, Block 21 out of the Carver Park Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in MCC #2001030639, Official Public Records, McLennan County, Texas (Tax Account #480078020309000)*

Property Address: *541 Dunbar Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 85-1719-3; City of Waco, a Municipal Corporation Etal v. Shelby Mitchell Etal

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

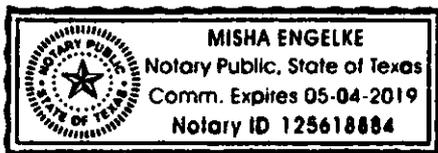
Comesalda Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

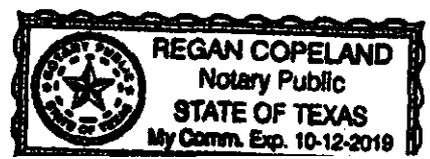
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|--|---------------|
| CAUSE NO. | 85-1719-3 | | |
| STYLE | City of Waco, a municipal corporation, v. Shelby Mitchell et al | | |
| ACCOUNT NO. | 480078020309000 | | |
| STREET ADDRESS | 541 Dunbar Avenue | | |
| PROPERTY DESC. | Lot 9, Block 21, Carver Park Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Phyllis D. Harbert | | |
| PURCHASE PRICE | | | 1,712.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 0.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 0.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 0.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 1,712.00 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 1,018.09 | 25.57% | 0.00 |
| City of Waco | 937.65 | 23.55% | 0.00 |
| Waco ISD | 2,025.11 | 50.87% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 3,980.85 | Payable to Tax Office 0.00 | |
| CITY OF WACO TO RETAIN: | | | |
| | | City of Waco Municipal Lien Amount | 1,712.00 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 0.00 |
| | McCreary Law Firm | | 0.00 |
| | Walt Strickland, Constable, Pct. 1 | | 0.00 |
| | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: **OCT 18 2016**

J.A. "ANDY" HARWELL County Clerk
 McLennan County, Texas
 By Myself: Guwar 09/21/16

2016-490a
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Five Hundred Thirty-Six and NO/100 Dollars (\$1,536.00)*

PROPERTY: *Lot 2, Block 6, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in Volume 1715, Page 527 of the Deed Records, McLennan County, Texas (Tax Account #480434000072000)*

Property Address: *1204 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 88-4168-3; City of Waco and/or Waco Independent School District v. Lonnie D. Hunt

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

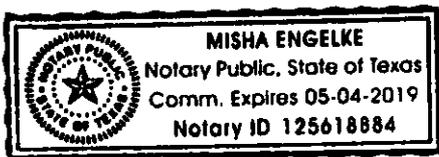
Emeralds Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21ST day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

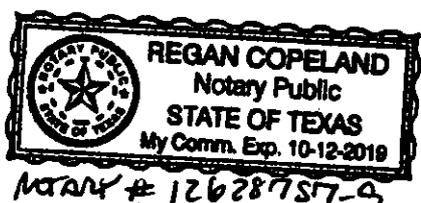
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|---------------------------------------|---|----------------|----------------------|
| CAUSE NO. | | 88-4168-3 | | |
| STYLE | | City of Waco et al v. Lonnie D.Hunt | | |
| ACCOUNT NO. | | 480434000072000 | | |
| STREET ADDRESS | | 1204 Payne Avenue | | |
| PROPERTY DESC. | | Lot 2, Block 6, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | | 8/3/16 | | |
| PURCHASER | | Jake Russell | | |
| PURCHASE PRICE | | | | 1,536.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 38.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 110.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 0.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 1,388.00 |
| NET SALE PROCEEDS | | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | | Percent | Sale Proceeds |
| | | | | |
| County | 391.94 | | 14.29% | 0.00 |
| City of Waco | 948.22 | | 34.58% | 0.00 |
| Waco ISD | 1,402.09 | | 51.13% | 0.00 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | 2,742.25 Payable to Tax Office | | | 0.00 |
| CITY OF WACO TO RETAIN: | | | | |
| | | City of Waco Municipal Lien Amount | | 1,388.00 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| | | McLennan County District Clerk | | 38.00 |
| | | McCreary Law Firm | | 110.00 |
| | | Walt Strickland, Constable, Pct. 1 | | 0.00 |
| | | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: **OCT 18 2018**

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

2016-490b
8.2.16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee, in trust, for the use and benefit of itself, the Waco Independent School District and County of McLennan

GRANTEE: *Cy Long Ventures, LLC, a Texas Limited Liability Company*

GRANTEE'S MAILING ADDRESS: *5701 State Hwy. 317, Belton, Texas 76513*

CONSIDERATION: *Four Thousand Six Hundred Forty and NO/100 Dollars (\$4,640.00)*

PROPERTY: *Lots 1,2 and 3, Block 4, M.F. Burluson Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in Volume 1861, Page 613 of the Deed Records, McLennan County, Texas (Tax Account #480063000029003)*

Property Address: *1225 Indiana Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 90-4184-3; City of Waco v. H. Dale Curry, individually and as Trustee et al and Cause #95-1259-4; City of Waco and/or Waco Independent School District v. Diversified Financial Systems, LP, an Indiana Partnership et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Emerald Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

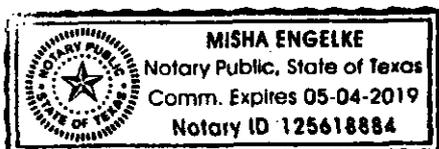
THE STATE OF TEXAS

§
§
§

COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|--|----------|---------------|
| CAUSE NO. | 90-4184-3 & 95-1259-4 | | |
| STYLE | City of Waco et al v. H. Dale Curry & City of Waco et al v. Diversified Financial Systems, LP | | |
| ACCOUNT NO. | 480063000029003 | | |
| STREET ADDRESS | 1225 Indiana Avenue | | |
| PROPERTY DESC. | Lots 1, 2 and 3; Block 4, M.F. Burleson Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Cy Long Ventures, LLC | | |
| PURCHASE PRICE | | | 4,640.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 726.00 |
| | #90-4184-3 = \$452.00/#95-1259-4 = \$274.00 | | |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 70.00 |
| CONSTABLE'S FEES | Payable to McLennan County Sheriff's Dept. | | 446.80 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 2,498.84 |
| NET SALE PROCEEDS | | | 898.36 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 6,293.25 | 17.72% | 159.18 |
| City of Waco | 10,096.23 | 28.43% | 255.38 |
| Waco ISD | 15,995.77 | 45.04% | 404.60 |
| CED | 3,130.78 | 8.82% | 79.19 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 35,516.03 Payable to Tax Office | | 898.36 |
| CITY OF WACO TO RETAIN: | | | |
| City of Waco Municipal Lien Amount | | 2,498.84 | |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| McLennan County District Clerk | | 726.00 | |
| McCreary Law Firm | | 70.00 | |
| McLennan County Sheriff's Dept. | | 446.80 | |
| McLennan County Tax Office | | 898.36 | |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" HAWWELL, County Clerk
McLennan County, Texas
By Myrcetoz Gowan DEPIIT

2016-4900
8.2.16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *Two Thousand Forty-Eight and NO/100 Dollars (\$2,048.00)*

PROPERTY: *Lot 31, Block 6, J. Weisman Addition to the City of Waco, McLennan County, Texas more particularly described in Plat Filed in MCC #2003018196, Of the Official Public Records, formerly known as Lots A8, B8 and A9, Block 6, J. Weisman Addition, City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2002000456, Official Public Records, McLennan County, Texas (Tax Account #480434000078310 FKA 480434000079005 & 480434000078009)*
Property Address: *1216 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2001-3436-4; City of Waco and/or Waco Independent School District v. Celia Larkins et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

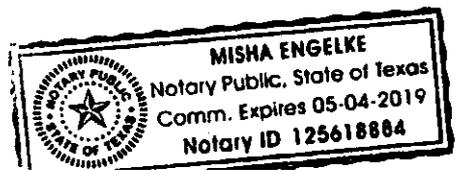
Emerald Hudson
City Secretary

APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

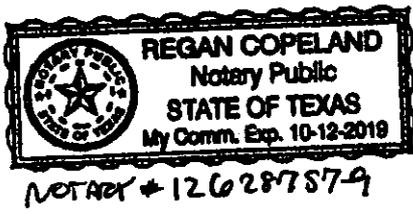
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|------------------------------------|---------------|
| CAUSE NO. | 2001-3436-4 | | |
| STYLE | City of Waco et al v. Celia Larkins et al (Ethel Hawkins) | | |
| ACCOUNT NO. | 480434000078310 FKA 480434000079005 & 480434000078009 | | |
| STREET ADDRESS | 1216 Payne Avenue | | |
| PROPERTY DESC. | Lot 31, Block 6, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Jake Russell | | |
| PURCHASE PRICE | | | 2,048.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 0.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 0.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 0.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 2,048.00 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 634.87 | 23.66% | 0.00 |
| City of Waco | 644.83 | 24.03% | 0.00 |
| Waco ISD | 1,403.86 | 52.31% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 2,683.56 Payable to Tax Office | | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | | City of Waco Municipal Lien Amount | 2,048.00 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | | McLennan County District Clerk | 0.00 |
| | | McCreary Law Firm | 0.00 |
| | | Walt Strickland, Constable, Pct. 1 | 0.00 |
| | | McLennan County Tax Office | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

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

2016-490d
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Six Hundred Four and NO/100 Dollars (\$1,604.00)*

PROPERTY: *Lot 18, Block 3, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2008000215, Official Public Records, McLennan County, Texas (Tax Account #480434000036008)*

Property Address: *1209 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2006-4449-4; City of Waco and/or Waco Independent School District v. Willie Lee Taylor et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

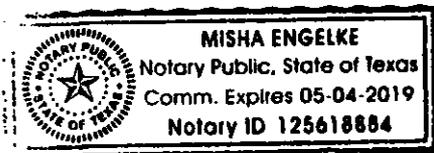
Emerald Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: Dr. Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

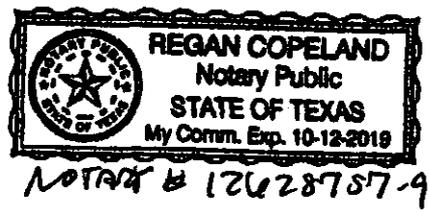
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|---------------------------------------|--|---------|---------------|
| CAUSE NO. | | 2006-4449-4 | | |
| STYLE | | City of Waco et al v. Willie Lee Taylor et al | | |
| ACCOUNT NO. | | 480434000036008 | | |
| STREET ADDRESS | | 1209 Payne Avenue | | |
| PROPERTY DESC. | | Lot 18, Block 3, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | | 8/3/16 | | |
| PURCHASER | | Jake Russell | | |
| PURCHASE PRICE | | | | 1,604.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 418.62 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 0.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 970.38 |
| NET SALE PROCEEDS | | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | | Percent | Sale Proceeds |
| | | | | |
| County | 426.66 | | 20.49% | 0.00 |
| City of Waco | 525.37 | | 25.23% | 0.00 |
| Waco ISD | 1,130.17 | | 54.28% | 0.00 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | 2,082.20 Payable to Tax Office | | | 0.00 |
| CITY OF WACO TO RETAIN: | | | | |
| City of Waco Municipal Lien Amount | | | | 970.38 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| McLennan County District Clerk | | | | 418.62 |
| McCreary Law Firm | | | | 215.00 |
| Walt Strickland, Constable, Pct. 1 | | | | 0.00 |
| McLennan County Tax Office | | | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: OCT 18 2016

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

2016-490e
8216

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and the County of McLennan

GRANTEE: *Barn Light, Homes, LLC, a Texas Limited Liability Company*

GRANTEE'S MAILING ADDRESS: *% Michael Gilmer; P.O. Box 518, China Spring, Texas 76633*

CONSIDERATION: *One Thousand Three Hundred Thirty-Two and NO/100 Dollars (\$1,332.00)*

PROPERTY: *Lots B11 and B12, Block 15, Garland Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2009007334, Official Public Records, McLennan County, Texas (Tax Account No. 480191000014000)*

Property Address: *1817 N. 7th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2008-1077-4; City of Waco and/or Waco Independent School District v. Central Texas Community Development Corporation, a Texas Corporation et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

Cometula Hudson
City Secretary

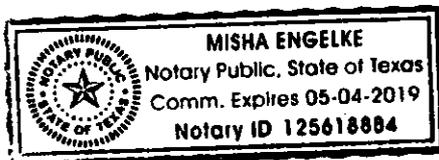
APPROVED AS TO FORM AND LEGALITY:

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

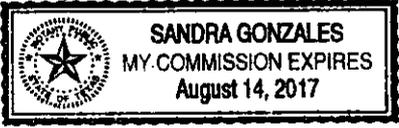
WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

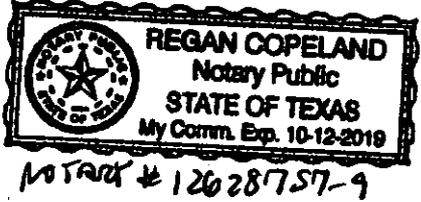
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|---------------------------------------|---|----------------|----------------------|
| CAUSE NO. | | 2008-1077-4 | | |
| STYLE | | City of Waco et al v. Central Texas Community Development Corp. | | |
| ACCOUNT NO. | | 480191000014000 | | |
| STREET ADDRESS | | 1817 N. 7th Street | | |
| PROPERTY DESC. | | Lots B11 & B12, Block 15, Garland Addition, City of Waco | | |
| DATE OF SALE | | 8/3/16 | | |
| PURCHASER | | Barn Light Homes, LLC | | |
| PURCHASE PRICE | | | | 1,332.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 273.16 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 0.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 843.84 |
| NET SALE PROCEEDS | | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | | Percent | Sale Proceeds |
| | | | | |
| County | 962.31 | | 21.75% | 0.00 |
| City of Waco | 1,147.56 | | 25.93% | 0.00 |
| Waco ISD | 2,315.35 | | 52.32% | 0.00 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | 4,425.22 Payable to Tax Office | | | 0.00 |
| CITY OF WACO TO RETAIN: | | | | |
| | | City of Waco Municipal Lien Amount | | 843.84 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| | | McLennan County District Clerk | | 273.16 |
| | | McCreary Law Firm | | 215.00 |
| | | Walt Strickland, Constable, Pct. 1 | | 0.00 |
| | | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: OCT 18 2016'

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

2016-490F
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Barn Light, Homes, LLC, a Texas Limited Liability Company*

GRANTEE'S MAILING ADDRESS: *% Michael Gilmer; P.O. Box 518, China Spring, Texas 76633*

CONSIDERATION: *One Thousand Three Hundred Thirty-Two and NO/100 Dollars (\$1,332.00)*

PROPERTY: *Lots A12 and A13, Block 15, Garland Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2011017930, Official Public Records, McLennan County, Texas (Tax Account #480191000015007)*

Property Address: *1815 N. 7th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2010-1357-5; Connally ISD v. Tone Enterprises, inc.

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

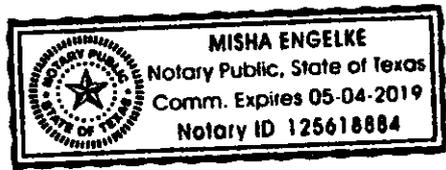
APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

Cornelia Hudson
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

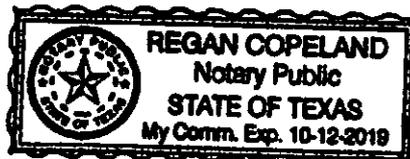
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of OCTOBER, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|--|---------|---------------|
| CAUSE NO. | 2010-1357-5 | | |
| STYLE | Connally ISD v. Tone Enterprises, Inc. | | |
| ACCOUNT NO. | 480191000015007 | | |
| STREET ADDRESS | 1815 N. 7th Street | | |
| PROPERTY DESC. | Lots A12 and A13, Block 15, Garland Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Barn Light Homes, LLC | | |
| PURCHASE PRICE | | | 1,332.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 0.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 200.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 50.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 593.84 |
| NET SALE PROCEEDS | | | 488.16 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 209.11 | 21.45% | 104.72 |
| City of Waco | 255.23 | 26.18% | 127.81 |
| Waco ISD | 510.46 | 52.37% | 255.63 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 974.80 Payable to Tax Office | | 488.16 |
| CITY OF WACO TO RETAIN: | | | |
| City of Waco Municipal Lien Amount | | | 593.84 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| McLennan County District Clerk | | | 0.00 |
| McCreary Law Firm | | | 200.00 |
| Walt Strickland, Constable, Pct. 1 | | | 50.00 |
| McLennan County Tax Office | | | 488.16 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: **OCT 18 2016**

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myself or my Deputies

2016-4909
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and the County of McLennan

GRANTEE: *Raymond Doyle*

GRANTEE'S MAILING ADDRESS: *P.O. Box 767, Elm Mott, Texas 76640*

CONSIDERATION: *One Thousand Two Hundred and NO/100 Dollars (\$1,200.00)*

PROPERTY: *Lot 9, Block 12, Paul Quinn Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2012009887, Official Public Records, McLennan County, Texas (Tax Account No. 480342000241008)*

Property Address: *927 Burgan Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2011-3580-4; The City of Waco, Texas v. Joan Marie Taplin Kelly et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

Emerald Hudson
City Secretary

APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS

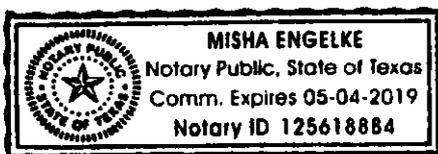
COUNTY OF MCLENNAN

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.

Misha Engelke
Notary Public, State of Texas



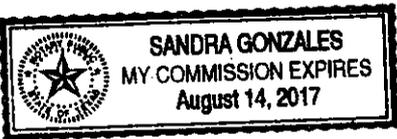
WACO INDEPENDENT SCHOOL DISTRICT

BY: *Dr. Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

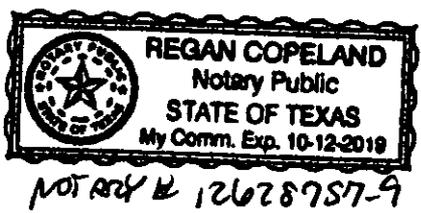
BY: *Scott M. Felton*
Scott M. Felton, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas



After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|--|------------------------------|---------------|
| CAUSE NO. | 2011-3580-4 | | |
| STYLE | The City of Waco, Texas v. Joan Marie Taplin Kelly et al | | |
| ACCOUNT NO. | 480342000241008 | | |
| STREET ADDRESS | 927 Burgan Street | | |
| PROPERTY DESC. | Lot 9, Block 12, Paul Quinn Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Raymond Doyle | | |
| PURCHASE PRICE | | | 1,200.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 0.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 60.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 487.99 |
| NET SALE PROCEEDS | | | 437.01 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 2,116.41 | 26.76% | 116.94 |
| City of Waco | 1,903.20 | 24.06% | 105.16 |
| Waco ISD | 3,889.50 | 49.18% | 214.91 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 7,909.11 | Payable to Tax Office | 437.01 |
| CITY OF WACO TO RETAIN: | | | |
| | City of Waco Municipal Lien Amount | | 487.99 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 0.00 |
| | McCreary Law Firm | | 215.00 |
| | Walt Strickland, Constable, Pct. 1 | | 60.00 |
| | McLennan County Tax Office | | 437.01 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. ANDY HARWELL, County Clerk
 McLennan County, Texas
 By Myroslava Gowen REPT/TV

2016-490h
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and the County of McLennan

GRANTEE: *Raymond Doyle*

GRANTEE'S MAILING ADDRESS: *P.O. Box 767, Elm Mott, Texas 76640*

CONSIDERATION: *Two Thousand Forty-Four and NO/100 Dollars (\$2,044.00)*

PROPERTY: *Lots 10 and 11, Block 11, Paul Quinn Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2014005586, Official Public Records, McLennan County, Texas (Tax Account No. 480342000224008)*

Property Address: *924 Burgan Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2011-4900-5; The City of Waco, Texas v. Minnie Sharp et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

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CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

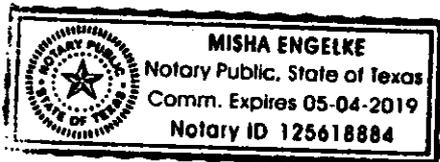
Emerald Hudson
City Secretary

APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Pandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

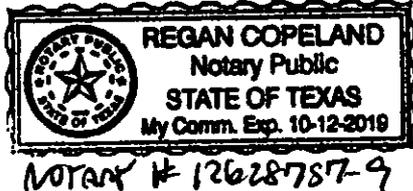
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|---------------------------------------|---|----------------|----------------------|
| CAUSE NO. | | 2011-4900-5 | | |
| STYLE | | The City of Waco, Texas v. Minnie Sharp et al | | |
| ACCOUNT NO. | | 480342000224008 | | |
| STREET ADDRESS | | 924 Burgan Street | | |
| PROPERTY DESC. | | Lots 10 & 11, Block 11, Paul Quinn Addition, City of Waco | | |
| DATE OF SALE | | 8/3/16 | | |
| PURCHASER | | Raymond Doyle | | |
| PURCHASE PRICE | | | | 2,044.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 926.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 279.24 |
| NET SALE PROCEEDS | | | | 518.76 |
| DISTRIBUTION TO T.U. | Taxes Due | | Percent | Sale Proceeds |
| | | | | |
| County | 363.48 | | 21.03% | 109.12 |
| City of Waco | 455.58 | | 26.36% | 136.76 |
| Waco ISD | 909.01 | | 52.60% | 272.88 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | 1,728.07 Payable to Tax Office | | | 518.76 |
| CITY OF WACO TO RETAIN: | | | | |
| City of Waco Municipal Lien Amount | | | | 279.24 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| McLennan County District Clerk | | | | 926.00 |
| McCreary Law Firm | | | | 220.00 |
| Walt Strickland, Constable, Pct. 1 | | | | 100.00 |
| McLennan County Tax Office | | | | 518.76 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: OCT 18 2016

J.A. ANDY HARWELL County Clerk
McLennan County, Texas
By Mycelia Gowen TREPPE

2016-490:
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and the County of McLennan

GRANTEE: *Heriberto Mendoza & Joanna Ramirez*

GRANTEE'S MAILING ADDRESS: *3012 Sarah Street, Waco, Texas 76706*

CONSIDERATION: *One Thousand Four Hundred Sixty-Seven and NO/100 Dollars (\$1,467.00)*

PROPERTY: *Lot 11, Block 7, Oakwood Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2014028248, Official Public Records, McLennan County, Texas (Tax Account No. 480317010129009)*

Property Address: *940 Martin Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2012-522-5; The City of Waco, Texas v. Margaret Sanchez Olvera et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

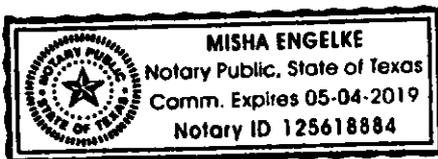
Emerald Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Dr. Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

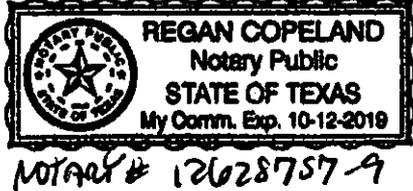
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of OCTOBER, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|--|------------------------------|---------------|
| CAUSE NO. | 2012-522-5 | | |
| STYLE | The City of Waco, Texas v. Margaret Sanchez Olvera et al | | |
| ACCOUNT NO. | 480317010129009 | | |
| STREET ADDRESS | 940 Martin Avenue | | |
| PROPERTY DESC. | Lot 11, Block 7, Oakwood Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Heriberto Mendoza & Joanna Ramirez | | |
| PURCHASE PRICE | | | 1,467.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 906.80 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 240.20 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 2,220.97 | 20.23% | 0.00 |
| City of Waco | 3,369.08 | 30.68% | 0.00 |
| Waco ISD | 5,390.30 | 49.09% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 10,980.35 | Payable to Tax Office | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | City of Waco Municipal Lien Amount | | 240.20 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 906.80 |
| | McCreary Law Firm | | 220.00 |
| | Walt Strickland, Constable, Pct. 1 | | 100.00 |
| | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" HAWWELL, County Clerk
 McLennan County, Texas
 By Myrceluz Gowam DEPUTY

2016-490j
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Five Hundred Thirty-Six and NO/100 Dollars (\$1,536.00)*

PROPERTY: *Lot 4, Block 6, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013006804, Official Public Records, McLennan County, Texas (Tax Account #480434000074003)*

Property Address: *1208 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2012-1934-5; The City of Waco, Texas v. Alvin Taylor

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

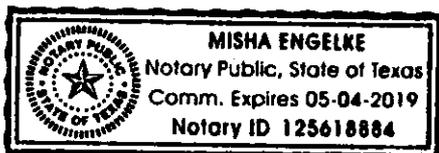
Esmeralda Hudson
City Secretary

APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

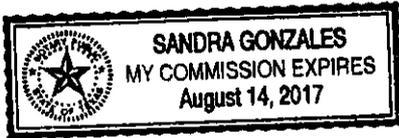
WACO INDEPENDENT SCHOOL DISTRICT

BY: Dr. Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

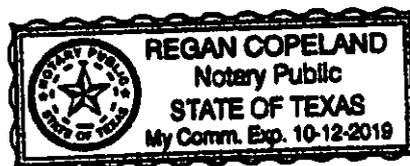
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTACK# 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

REVISED

| | | | |
|--|---|-----------------------|---------------|
| CAUSE NO. | 2012-1934-5 | | |
| STYLE | The City of Waco, Texas v. Alvin Taylor | | |
| ACCOUNT NO. | 480434000074003 | | |
| STREET ADDRESS | 1208 Payne Street | | |
| PROPERTY DESC. | Lot 4, Block 6, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Jake Russell | | |
| PURCHASE PRICE | | | 1,536.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 620.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 60.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 335.38 |
| NET SALE PROCEEDS | | | 305.62 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 525.56 | 20.60% | 62.97 |
| City of Waco | 644.99 | 25.29% | 77.28 |
| Waco ISD | 1,380.23 | 54.11% | 165.37 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 2,550.78 | Payable to Tax Office | 305.62 |
| CITY OF WACO TO RETAIN: | | | |
| City of Waco Municipal Lien Amount | | | 335.38 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| McLennan County District Clerk | | | 620.00 |
| McCreary Law Firm | | | 215.00 |
| Walt Strickland, Constable, Pct. 1 | | | 60.00 |
| McLennan County Tax Office | | | 305.62 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

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

2016-490K
8.2.16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Five Hundred Thirty-Six and NO/100 Dollars (\$1,536.00)*

PROPERTY: *Lot 3, Block 6, J. Weisman & Company Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013014759, Official Public Records, McLennan County, Texas (Tax Account #480434000073007)*

Property Address: *1206 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2012-2964-5; The City of Waco, Texas v. Bobbie L. Walker et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

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GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

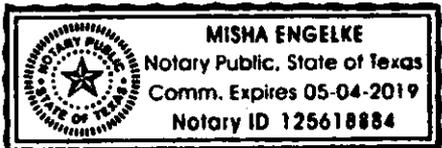
Cornelia Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

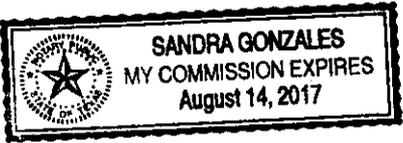
WACO INDEPENDENT SCHOOL DISTRICT

BY: Dr. Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

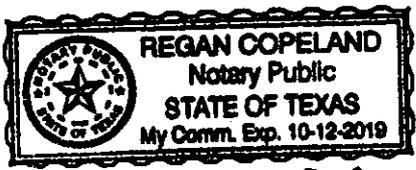
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY# 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|-------------------------------------|---|----------------|----------------------|
| CAUSE NO. | | 2012-2964-5 | | |
| STYLE | | The City of Waco, Texas v. Bobbie L. Walker et al | | |
| ACCOUNT NO. | | 480434000073007 | | |
| STREET ADDRESS | | 1206 Payne Street | | |
| PROPERTY DESC. | | Lot 3, Block 6, J. Weisman & Company Addition, City of Waco | | |
| DATE OF SALE | | 8/3/16 | | |
| PURCHASER | | Jake Russell | | |
| PURCHASE PRICE | | | | 1,536.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 0.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 60.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 355.38 |
| NET SALE PROCEEDS | | | | 905.62 |
| DISTRIBUTION TO T.U. | Taxes Due | | Percent | Sale Proceeds |
| County | 102.22 | | 22.80% | 206.45 |
| City of Waco | 127.24 | | 28.38% | 256.98 |
| Waco ISD | 218.95 | | 48.83% | 442.20 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | 448.41 Payable to Tax Office | | | 905.62 |
| CITY OF WACO TO RETAIN: | | | | |
| | | City of Waco Municipal Lien Amount | | 355.38 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| | | McLennan County District Clerk | | 0.00 |
| | | McCreary Law Firm | | 215.00 |
| | | Walt Strickland, Constable, Pct. 1 | | 60.00 |
| | | McLennan County Tax Office | | 905.62 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: OCT 18 2016

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

2016-4901
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *David Gray and Karol Gray*

GRANTEE'S MAILING ADDRESS: *1412 Elm Brook Drive, Austin, Texas 78758*

CONSIDERATION: *One Thousand Seven Hundred Twenty-Four and NO/100 Dollars (\$1,724.00)*

PROPERTY: *Lots 5 and A6, Block 2, Sedwick Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013014762, Official Public Records, McLennan County, Texas (Tax Account #480375000011008)*

Property Address: *515 Sedwick Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2012-3025-4; The City of Waco, Texas v. Sterling Holt et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

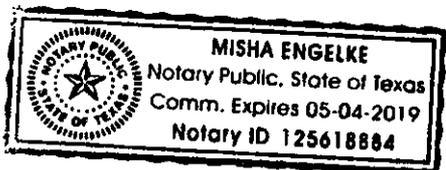
Comesal de Hudson
City Secretary

APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

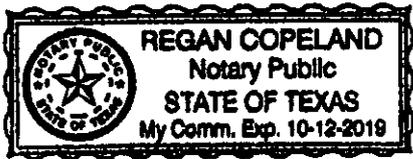
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of OCTOBER, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 1206287517-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|------------------------------|---------------|
| CAUSE NO. | 2012-3025-4 | | |
| STYLE | The City of Waco, Texas v. Sterling Holt et al | | |
| ACCOUNT NO. | 480375000011008 | | |
| STREET ADDRESS | 515 Sedwick Street | | |
| PROPERTY DESC. | Lots 5 & 6, Block 2, Sedwick Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | David Gray & Karol Gray | | |
| PURCHASE PRICE | | | 1,724.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 858.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 60.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 383.76 |
| NET SALE PROCEEDS | | | 207.24 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 420.42 | 23.25% | 48.18 |
| City of Waco | 596.35 | 32.97% | 68.34 |
| Waco ISD | 791.76 | 43.78% | 90.73 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 1,808.53 | Payable to Tax Office | 207.24 |
| CITY OF WACO TO RETAIN: | | | |
| | City of Waco Municipal Lien Amount | | 383.76 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 858.00 |
| | McCreary Law Firm | | 215.00 |
| | Walt Strickland, Constable, Pct. 1 | | 60.00 |
| | McLennan County Tax Office | | 207.24 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" HAYWELL, County Clerk
McLennan County, Texas
By Myrcator

2016-490 m
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Sixty and NO/100 Dollars (\$1,060.00)*

PROPERTY: *Lot A11, Block 3, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013037448, Official Public Records, McLennan County, Texas (Tax Account #480434000028006)*

Property Address: *1229 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-750-4; The City of Waco, Texas v. Jacine Lowe et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Cornelia Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

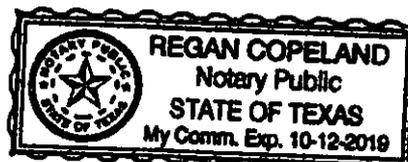
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628787-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|------------------------------------|---------------|
| CAUSE NO. | 2013-750-4 | | |
| STYLE | The City of Waco, Texas v. Jacine Lowe et al | | |
| ACCOUNT NO. | 480434000028006 | | |
| STREET ADDRESS | 1229 Payne Street | | |
| PROPERTY DESC. | Lot A11, Block 3, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Jake Russell | | |
| PURCHASE PRICE | | | 1,060.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 523.37 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 60.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 261.63 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 775.18 | 20.32% | 0.00 |
| City of Waco | 989.43 | 25.94% | 0.00 |
| Waco ISD | 2,049.81 | 53.74% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 3,814.42 | Payable to Tax Office | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | | City of Waco Municipal Lien Amount | 261.63 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | | McLennan County District Clerk | 523.37 |
| | | McCreary Law Firm | 215.00 |
| | | Walt Strickland, Constable, Pct. 1 | 60.00 |
| | | McLennan County Tax Office | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 9 2016

J.A. ANDY HARTWELL County Clerk
McLennan County, Texas
By Myralee Gowen HEDRIN

2012-490 n
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Raymond Doyle*

GRANTEE'S MAILING ADDRESS: *P.O. Box 767, Elm Mott, Texas 76640*

CONSIDERATION:

Tract 1: *One Thousand Four Hundred Four and NO/100 Dollars (\$1,404.00)*

Tract 2: *One Thousand Four Hundred Four and NO/100 Dollars (\$1,404.00)*

PROPERTY:

Tract 1: *Lot 1, Block 4, Sedwick Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013042799, Official Public Records, McLennan County, Texas (Tax Account #480375000020006)*

Property Address: *1907 N. 6th Street, City of Waco, Texas*

Tract 2: *Lot 2, Block 4, Sedwick Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013042799, Official Public Records, McLennan County, Texas (Tax Account #480375000021002)*

Property Address: *1909 N. 6th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-1660-4; The City of Waco, Texas v. Bettie M. Battle et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does

not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

Emeralda Hudson
City Secretary

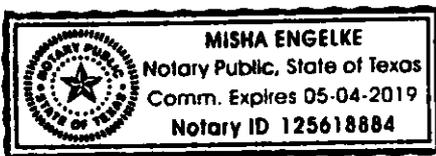
APPROVED AS TO FORM AND LEGALITY:

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

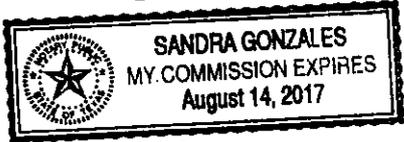
WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

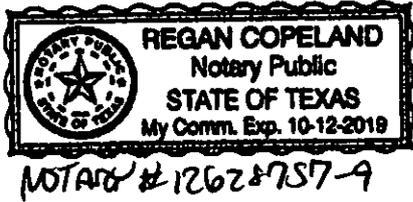
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|---|---------------------------------------|---|----------------------|
| CAUSE NO. | | 2013-1660-4 | |
| STYLE | | The City of Waco, Texas v. Bettie M. Battle et al | |
| ACCOUNT NO. | | 480375000021002 | |
| STREET ADDRESS | | 1909 N. 6th Street | |
| PROPERTY DESC. | | Lot 2, Block 4, Sedwick Addition, City of Waco | |
| DATE OF SALE | | 8/3/16 | |
| PURCHASER | | Raymond Doyle | |
| PURCHASE PRICE | | | 1,404.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | 0.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | 220.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | 0.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | 1,184.00 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| | | | |
| County | 2,839.34 | 30.22% | 0.00 |
| City of Waco | 3,269.83 | 34.80% | 0.00 |
| Waco ISD | 3,285.57 | 34.97% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 9,394.74 Payable to Tax Office | | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | | City of Waco Municipal Lien Amount | 1,184.00 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | | McLennan County District Clerk | 0.00 |
| | | McCreary Law Firm | 220.00 |
| | | Walt Strickland, Constable, Pct. 1 | 0.00 |
| | | McLennan County Tax Office | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREEARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" HAWWELL, County Clerk
 McLennan County, Texas
 By Myrcetez Gowan (TFR/ITV)

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|--|---------------|
| CAUSE NO. | 2013-1660-4 | | |
| STYLE | The City of Waco, Texas v. Bettie M. Battle et al | | |
| ACCOUNT NO. | 480375000020006 | | |
| STREET ADDRESS | 1907 N. 6th Street | | |
| PROPERTY DESC. | Lot 1, Block 4, Sedwick Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Raymond Doyle | | |
| PURCHASE PRICE | | | 1,404.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 628.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 60.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 291.16 |
| NET SALE PROCEEDS | | | 204.84 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 508.74 | 22.85% | 46.81 |
| City of Waco | 575.64 | 25.86% | 52.97 |
| Waco ISD | 1,141.79 | 51.29% | 105.06 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 2,226.17 | Payable to Tax Office 204.84 | |
| CITY OF WACO TO RETAIN: | | | |
| | | City of Waco Municipal Lien Amount | 291.16 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | | McLennan County District Clerk | 628.00 |
| | | McCreary Law Firm | 220.00 |
| | | Walt Strickland, Constable, Pct. 1 | 60.00 |
| | | McLennan County Tax Office | 204.84 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" HARNELL, County Clerk
 McLennan County, Texas
 By Myself or Designated DEPUTY

2016-4900
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Five Hundred Thirty-Six and NO/100 Dollars (\$1,536.00)*

PROPERTY: *Lot 6, Block 6, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2014005607, Official Public Records, McLennan County, Texas (Tax Account #480434000076006)*
Property Address: *1212 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-2092-4; The City of Waco, Texas v. Frank Lee et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Emerald Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

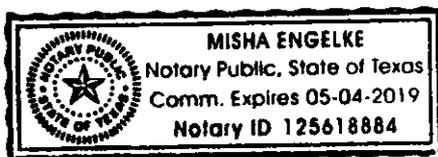
THE STATE OF TEXAS

§
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§

COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

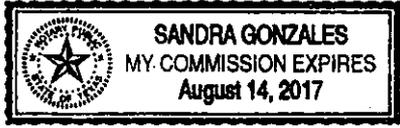
BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

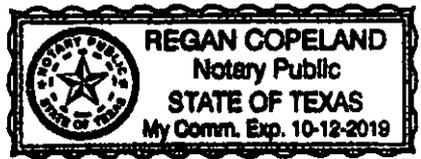
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|------------------------------------|-----------------|
| CAUSE NO. | 2013-2092-4 | | |
| STYLE | The City of Waco, Texas v. Frank Lee et al | | |
| ACCOUNT NO. | 480434000076006 | | |
| STREET ADDRESS | 1212 Payne Street | | |
| PROPERTY DESC. | Lot 6, Block 6, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Jake Russell | | |
| PURCHASE PRICE | | | 1,536.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 805.00 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | Payable to Wait Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 261.63 |
| NET SALE PROCEEDS | | | 149.37 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 1,600.66 | 22.28% | 33.28 |
| City of Waco | 2,158.45 | 30.04% | 44.88 |
| Waco ISD | 3,425.34 | 47.68% | 71.22 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 7,184.45 Payable to Tax Office | | 149.37 |
| CITY OF WACO TO RETAIN: | | | |
| | | City of Waco Municipal Lien Amount | 261.63 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | | McLennan County District Clerk | 805.00 |
| | | McCreary Law Firm | 220.00 |
| | | Wait Strickland, Constable, Pct. 1 | 100.00 |
| | | McLennan County Tax Office | 149.37 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016'

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

2016-490 P
8.2.16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and the County of McLennan

GRANTEE: *Heriberto Mendoza & Joanna Ramirez*

GRANTEE'S MAILING ADDRESS: *3012 Sarah Street, Waco, Texas 76706*

CONSIDERATION: *One Thousand Six Hundred Three and NO/100 Dollars (\$1,603.00)*

PROPERTY: *Lot 18, Block 5, Oakwood Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2015022178, Official Public Records, McLennan County, Texas (Tax Account No. 480317010086004)*

Property Address: *1109 Martin Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-2412-5; The City of Waco, Texas v. Thomas D. Brault

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

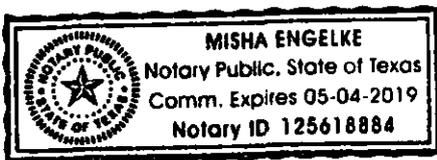
Emerald Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: Dr. Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

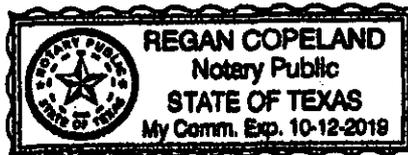
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of OCTOBER, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



WTA# 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|---|---------------|
| CAUSE NO. | | 2013-2412-5 | |
| STYLE | | The City of Waco, Texas v. Thomas D. Brault | |
| ACCOUNT NO. | | 480317010086004 | |
| STREET ADDRESS | | 1109 Martin Avneue | |
| PROPERTY DESC. | | Lot 18, Block 5, Oakwood Addition, City of Waco | |
| DATE OF SALE | | 8/3/16 | |
| PURCHASER | | Heriberto Mendoza & Joanna Ramirez | |
| PURCHASE PRICE | | | 1,603.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 1,042.80 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 240.20 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| | | | |
| County | 504.61 | 21.15% | 0.00 |
| City of Waco | 626.69 | 26.27% | 0.00 |
| Waco ISD | 1,254.64 | 52.58% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 2,385.94 | Payable to Tax Office | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | City of Waco Municipal Lien Amount | | 240.20 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 1,042.80 |
| | McCreary Law Firm | | 220.00 |
| | Walt Strickland, Constable, Pct. 1 | | 100.00 |
| | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrceles Gowan (FP/IT)

2016-4909
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Barn Light, Homes, LLC, a Texas Limited Liability Company*

GRANTEE'S MAILING ADDRESS: *% Michael Gilmer; P.O. Box 518, China Spring, Texas 76633*

CONSIDERATION: *One Thousand Two Hundred Ninety-Three and NO/100 Dollars (\$1,293.00)*

PROPERTY: *Lot 1, Block 2, Sedwick Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2014028259, Official Public Records, McLennan County, Texas (Tax Account #480375000007001)*

Property Address: *530 Proctor Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-3835-4; The City of Waco, Texas v. Jimmie Booker Thompson

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

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When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

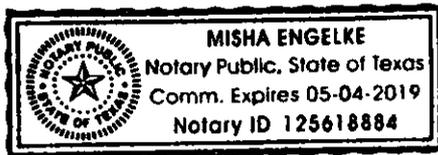
Concealda Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

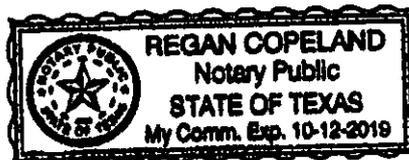
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 126289579

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|---|---------|---------------|
| CAUSE NO. | 2013-3835-4 | | |
| STYLE | The City of Waco, Texas v. Jimmie Booker Thompson | | |
| ACCOUNT NO. | 480375000007001 | | |
| STREET ADDRESS | 530 Proctor Avenue | | |
| PROPERTY DESC. | Lot 1, Block 2, Sedwick Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Barn Light Homes, LLC | | |
| PURCHASE PRICE | | | 1,293.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 798.76 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 174.24 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| | | | |
| County | 929.07 | 48.51% | 0.00 |
| City of Waco | 356.10 | 18.59% | 0.00 |
| Waco ISD | 630.09 | 32.90% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 1,915.26 Payable to Tax Office | | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | City of Waco Municipal Lien Amount | | 174.24 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 798.76 |
| | McCreary Law Firm | | 220.00 |
| | Walt Strickland, Constable, Pct. 1 | | 100.00 |
| | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. ANDY MARWELL, County Clerk
 McLennan County, Texas
 By: [Signature]

2016-490r
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Jake Russell*

GRANTEE'S MAILING ADDRESS: *P.O. Box 2266, Waco, Texas 76706*

CONSIDERATION: *One Thousand Five Hundred Thirty-Six and NO/100 Dollars (\$1,536.00)*

PROPERTY: *Lot 2, Block 5, J. Weisman Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2014020905, Official Public Records, McLennan County, Texas (Tax Account #480434000058000)*

Property Address: *1108 Payne Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2013-3941-5; The City of Waco, Texas v. Rosevelt Griffin et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

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CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

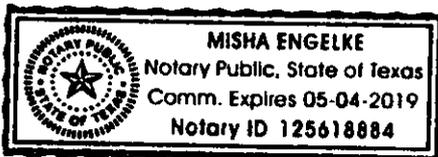
Emeralda Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS

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COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.



Sandra Gonzales
Notary Public, State of Texas

COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

THE STATE OF TEXAS

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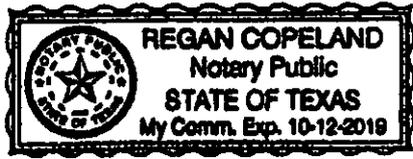
COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 12628757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|----------|--|---------|---------------|
| CAUSE NO. | | 2013-3941-5 | | |
| STYLE | | The City of Waco, Texas v. Roosevelt Griffin et al | | |
| ACCOUNT NO. | | 480434000058000 | | |
| STREET ADDRESS | | 1108 Payne Street | | |
| PROPERTY DESC. | | Lot 2, Block 5, J. Weisman Addition, City of Waco | | |
| DATE OF SALE | | 8/3/16 | | |
| PURCHASER | | Jake Russell | | |
| PURCHASE PRICE | | | | 1,536.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 855.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 261.63 |
| NET SALE PROCEEDS | | | | 99.37 |
| DISTRIBUTION TO T.U. | | Taxes Due | Percent | Sale Proceeds |
| County | 424.51 | | 20.88% | 20.75 |
| City of Waco | 534.19 | | 26.27% | 26.11 |
| Waco ISD | 1,074.43 | | 52.85% | 52.51 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | | 2,033.13 Payable to Tax Office | | 99.37 |
| CITY OF WACO TO RETAIN: | | | | |
| | | City of Waco Municipal Lien Amount | | 261.63 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| | | McLennan County District Clerk | | 855.00 |
| | | McCreary Law Firm | | 220.00 |
| | | Walt Strickland, Constable, Pct. 1 | | 100.00 |
| | | McLennan County Tax Office | | 99.37 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcella Gomez DEPT 17

2016-4905
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *701 Dunbar Avenue, LLC a Series LLC established under Series Company LHS, LLC*

GRANTEE'S MAILING ADDRESS: *% Curtis L. Brown; P.O. Box 693, Elm Mott, Texas 76640*

CONSIDERATION: *Fifteen Thousand Five Hundred Twelve and NO/100 Dollars (\$15,512.00)*

PROPERTY: *Lot 9, Block 23, Carver Park Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2015014771, Official Public Records, McLennan County, Texas (Tax Account #480078020333006)*

Property Address: *701 Dunbar Avenue, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2014-3099-4; The City of Waco, Texas v. Reginald D. Perkins

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler* for DAF
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Genevieve Hudson
City Secretary

Jennifer Richie
Jennifer Richie, City Attorney

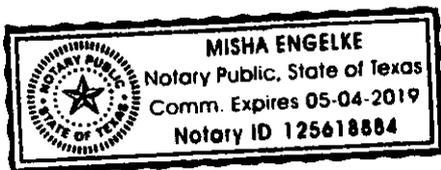
THE STATE OF TEXAS

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COUNTY OF MCLENNAN

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

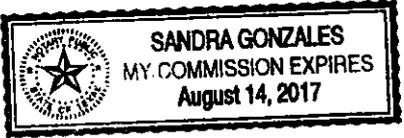
BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

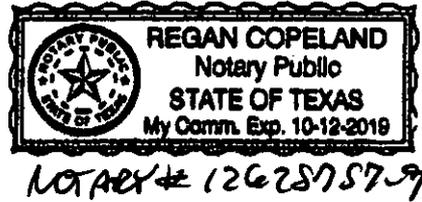
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Scott M. Felton, County Judge of the County of McLennan, Texas, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|------------------------------------|---|---------------|
| CAUSE NO. | | 2014-3099-4 | |
| STYLE | | The City of Waco, Texas v. Reginald D. Perkins | |
| ACCOUNT NO. | | 480078020333006 | |
| STREET ADDRESS | | 701 Dunbar Avenue | |
| PROPERTY DESC. | | Lot 9, Block 23, Carver Park Addition, City of Waco | |
| DATE OF SALE | | 8/3/16 | |
| PURCHASER | | 701 Dunbar Avenue LLC a Series LLC established under Series Company | |
| PURCHASE PRICE | | LHS, LLC | 15,512.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | 630.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | 220.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | 100.00 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | 2,491.74 |
| NET SALE PROCEEDS | | | 12,070.26 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 4,526.23 | 25.61% | 3,090.85 |
| City of Waco | 4,778.57 | 27.03% | 3,263.17 |
| Waco ISD | 8,370.84 | 47.36% | 5,716.24 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 17,675.64 | Payable to Tax Office | 12,070.26 |
| CITY OF WACO TO RETAIN: | | | |
| City of Waco Municipal Lien Amount | | | 2,491.74 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 630.00 |
| | McCreary Law Firm | | 220.00 |
| | Walt Strickland, Constable, Pct. 1 | | 100.00 |
| | McLennan County Tax Office | | 12,070.26 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. "ANDY" MAHWELL, County Clerk
 McLennan County, Texas
 By Elizabeth Gowen, Deputy

2016-490
8-2-16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Barn Light Homes, LLC, a Texas Limited Liability Company*

GRANTEE'S MAILING ADDRESS: *% Michael Gilmer; P.O. Box 518, China Spring, Texas 76633*

CONSIDERATION: *One Thousand Three Hundred Thirty-Two and NO/100 Dollars (\$1,332.00)*

PROPERTY: *Lots A10 and A11, Block 15, Garland Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2015010873, Official Public Records, McLennan County, Texas (Tax Account #480191000013004)*

Property Address: *1819 N. 7th Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2014-3343-5; The City of Waco, Texas v. Aaron Ervin

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2016 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

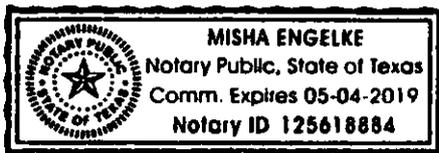
Emeralda Hudson
City Secretary

Jennifer Richle
Jennifer Richle, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8 day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

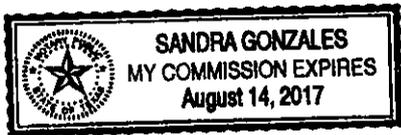
BY: *Bonny Cain*
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: *Scott M. Felton*
Scott M. Felton, County Judge

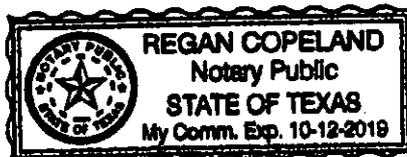
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



NOTARY # 02625757-9

DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | |
|--|--|---------|---------------|
| CAUSE NO. | 2014-3343-5 | | |
| STYLE | The City of Waco, Texas v. Aaron Ervin | | |
| ACCOUNT NO. | 480191000013004 | | |
| STREET ADDRESS | 1819 N. 7th Street | | |
| PROPERTY DESC. | Lots A10 and A11, Block 15, Garland Addition, City of Waco | | |
| DATE OF SALE | 8/3/16 | | |
| PURCHASER | Barn Light Homes, LLC | | |
| PURCHASE PRICE | | | 1,332.00 |
| COURT COSTS | Payable to McLennan County District Clerk | | 837.76 |
| PUBLICATION COSTS | Payable to McCreary Law Firm | | 220.00 |
| CONSTABLE'S FEES | Payable to Walt Strickland, Constable, Pct. 1 | | 100.00 |
| WACO MUNICIPAL LIENS | Payable to City of Waco | | 174.24 |
| NET SALE PROCEEDS | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | Percent | Sale Proceeds |
| County | 1,849.68 | 46.36% | 0.00 |
| City of Waco | 755.96 | 18.95% | 0.00 |
| Waco ISD | 1,383.97 | 34.69% | 0.00 |
| CED | 0.00 | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 0.00% | 0.00 |
| | | 1.00 | |
| TOTAL TAXES | 3,989.61 Payable to Tax Office | | 0.00 |
| CITY OF WACO TO RETAIN: | | | |
| | City of Waco Municipal Lien Amount | | 174.24 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | |
| | McLennan County District Clerk | | 837.76 |
| | McCreary Law Firm | | 220.00 |
| | Walt Strickland, Constable, Pct. 1 | | 100.00 |
| | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | |

FILED: OCT 18 2016

J.A. ANDY WARRELL County Clerk
McLennan County, Texas
By _____

2016-569
9.6.16

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: September 8, 2016

GRANTOR: City of Waco, Trustee for itself, Waco Independent School District and County of McLennan

GRANTEE: *Timothy Calhoun*

GRANTEE'S MAILING ADDRESS: *8202 Woodcreek Drive, Woodway, Texas 76712*

CONSIDERATION: *One Thousand Three Hundred Sixty-Five and NO/100 Dollars (\$1,365.00)*

PROPERTY: *Lot B5, Block A, William Crim Addition to the City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013006806, Official Public Records, McLennan County, Texas (Tax Account #4800107000011016)*

Property Address: *115 Rotan Street, City of Waco, Texas*

TAX LAWSUIT: Cause No. 2012-1987-4; The City of Waco, Texas v. R.C. Haggard et al

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

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CITY OF WACO



BY: *Dale Fisseler*
Dale Fisseler, P.E.
City Manager

ATTEST:

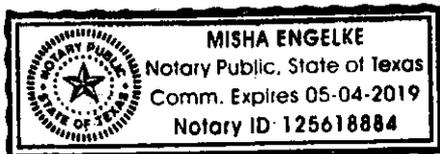
APPROVED AS TO FORM AND LEGALITY:
Jennifer Richie
Jennifer Richie, City Attorney

Comuelia Hudson
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dale Fisseler, P.E., City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of September, 2016.



Misha Engelke
Notary Public, State of Texas

WACO INDEPENDENT SCHOOL DISTRICT

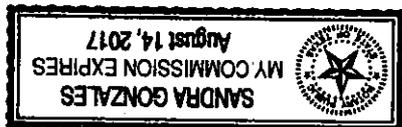
BY: Bonny Cain
Dr. Bonny Cain, Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Bonny Cain, Superintendent of the Waco Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21ST day of September, 2016.

Sandra Gonzales
Notary Public, State of Texas



COUNTY OF MCLENNAN, TEXAS

BY: Scott M. Felton
Scott M. Felton, County Judge

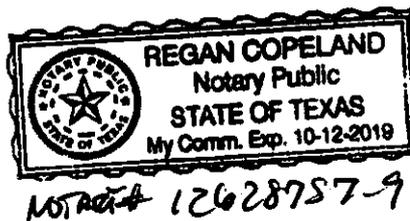
THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of OCTOBER, 2016.

Regan Copeland
Notary Public, State of Texas

After Recording, Return To:
McCreary Law Firm
P.O. Box 1669
Waco, Texas 76703-1669



DISTRIBUTION OF TAX RESALE PROCEEDS

| | | | | |
|--|---------------------------------------|--|----------------|----------------------|
| CAUSE NO. | | 2012-1987-4 | | |
| STYLE | | The City of Waco, Texas v. R.C. Haggard et al | | |
| ACCOUNT NO. | | 480107000011016 | | |
| STREET ADDRESS | | 115 Rotan | | |
| PROPERTY DESC. | | Lot B5, Block A, William Crim Addition, City of Waco | | |
| DATE OF SALE | | 7/6/16 | | |
| PURCHASER | | Timothy Calhoun | | |
| PURCHASE PRICE | | | | 1,365.00 |
| COURT COSTS | | Payable to McLennan County District Clerk | | 785.00 |
| PUBLICATION COSTS | | Payable to McCreary Law Firm | | 215.00 |
| CONSTABLE'S FEES | | Payable to Walt Strickland, Constable, Pct. 1 | | 27.62 |
| WACO MUNICIPAL LIENS | | Payable to City of Waco | | 337.38 |
| NET SALE PROCEEDS | | | | 0.00 |
| DISTRIBUTION TO T.U. | Taxes Due | | Percent | Sale Proceeds |
| County | 587.52 | | 20.20% | 0.00 |
| City of Waco | 756.76 | | 26.02% | 0.00 |
| Waco ISD | 1,563.61 | | 53.77% | 0.00 |
| CED | 0.00 | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 0.00% | 0.00 |
| | | | 1.00 | |
| TOTAL TAXES | 2,907.89 Payable to Tax Office | | | 0.00 |
| CITY OF WACO TO RETAIN: | | | | |
| | | City of Waco Municipal Lien Amount | | 337.38 |
| ** PLEASE MAKE CHECKS PAYABLE AS FOLLOWS: | | | | |
| | | McLennan County District Clerk | | 785.00 |
| | | McCreary Law Firm | | 215.00 |
| | | Walt Strickland, Constable, Pct. 1 | | 27.62 |
| | | McLennan County Tax Office | | 0.00 |
| PLEASE FORWARD CHECKS TO | | | | |
| McCREARY LAW FIRM, P.O. BOX 1669, WACO, TEXAS 76703-1669 | | | | |

FILED: OCT 18 2016

J.A. "ANDY" HARTWELL, County Clerk
 McLennan County, Texas
 By Myroslaw Gowin DEPUTY

AGENDA: OCTOBER 18, 2016

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

1. Regarding the FY 16 Budget:

- a. County Judge **Approved**
- b. Law Library (Fund 170) **Approved**

2. Regarding the FY 17 Budget:

- a. Contracted Programs **Approved**
(See after Item F. 2. d.)
- b. Road & Bridge, Precinct 1 **Approved**
- c. County Wide **Approved**
- d. 170th District Court **Deferred**
(See after Item F. 1.)
- e. Road & Bridge, Precinct 4 **Approved**
- f. 54th District Court **Approved**
- g. Permanent Improvement (Fund 401) **Approved**
- h. Certification of Local Government Code 111.07075 Special Budget for Revenue Received after Start of the Fiscal Year and related Budget Amendment (re: Constable, Precinct 1) **Deferred**
- i. Permanent Improvement (Fund 416): Per Local Government Code 111.0705 Budget for Expenditures from Proceeds of Bonds **Approved**
- j. Texas Association of Counties: Authorization of Claim Deductible Invoices:
 - 1) Invoice # NRDD-0002026-LE **Approved**
(See after Item F. 2. l.)
 - 2) Invoice # NRDD-0001870-LE **Approved**
 - 3) Invoice # NRDD-0002025-LE **Approved**
 - 4) Invoice # NRDD-0002027-LE **Approved**
 - 5) Invoice # NRDD-0001869-LE **Approved**

- | | |
|--|---|
| k. Road & Bridge, Precinct 2: Authorization of Membership Fees | Approved |
| l. Authorization of 2017 Cell Phone Allowance Listing | Approved <i>(See after Item F. 2. i.)</i> |
| m. Authorization of Professional Services Invoices: The Wallace Group (September Services) | |
| 1) Regarding the Highway 6 Jail Roof Maintenance & Repairs | Approved <i>(See after Item F. 2. j.)</i> |
| 2) Regarding the McLennan County Facility Roofing Surveys | Approved |

CD-410, 9:13

ORDER APPROVING FY 2016 BUDGET AMENDMENTS:

COUNTY JUDGE

AND

LAW LIBRARY (FUND 170)

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 16 Budget: County Judge and Law Library (Fund 170). After discussion, Commissioner Jones made a motion to approve F. 1. a. and F. 1. b. 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 and Commissioner Jones. 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

RECEIVED
OCT 13 2016
COUNTY AUDITOR

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 | 0020 | Co Judge | 625104 | Guardianship Services | 116,000 | 10,000 | 126,000 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 10,000 | |

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 | 601111 | Other Services and Charges | 72,500 | 10,000 | 62,500 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 10,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "guardianship services" 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





10/18/16

FILED: **OCT 18 2016**

J.A. 'ANDY' HARWELL, County Clerk
 McLennan County, Texas
 By Myrcator Gowan DEPTITV

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 170 (Law Library 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 |
|------|----------|----------|--------|-------------|-----------------|---------------------------|----------------|--------------------|----------------|
| 170 | 10 | 10 | 0230 | Law Library | 501104 | Legal Reference Materials | 69,300 | 4,843 | 74,143 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 4,843 | |

REQUESTED DECREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 170 | 10 | 05 | 0190 | Co Wide | 999999 | Contingencies | 338,504 | 4,843 | 333,661 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 4,843 | |

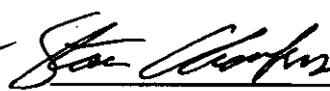
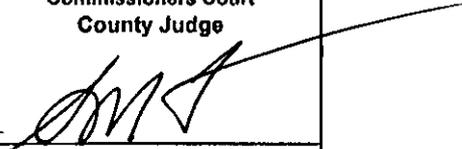
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the Law Library Fund for the purchase of legal reference materials for the Law Library for fiscal year 2016.

Respectfully Submitted
 Requestor

Approved as to form
 County Auditor

Approved by
 Commissioners Court
 County Judge

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By: [Signature]

The Court discussed Items F. 2. a. – F. 2. g. Re: The FY 17 Budget.

The Court went to item F. 2. d. Re: the FY 17 Budget: 170th District Court.

ORDER DEFERRING FY 2017 BUDGET AMENDMENT:

170TH DISTRICT COURT

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Contracted Programs; 170th District Court. After discussion, Commissioner Jones 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 and Commissioner Jones. It is ordered by the Court that said FY 2017 Budget Amendment be, and the same is hereby, deferred by unanimous vote.

The Court went back to item F. 2. a. Re: The FY 17 Budget.

ORDER APPROVING FY 2017 BUDGET AMENDMENTS:

CONTRACTED PROGRAMS

ROAD & BRIDGE, PRECINCT 1

COUNTY WIDE

ROAD & BRIDGE, PRECINCT 4

54TH DISTRICT COURT

AND

PERMANENT IMPROVEMENT (FUND 401)

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Contracted Programs; Road & Bridge, Precinct 1; County Wide; Road & Bridge, Precinct 4; 54th District Court and Permanent Improvement (Fund 401). After discussion, Judge Felton made a motion to approve and it was seconded simultaneously by Commissioner Jones and Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said FY 2017 Budget Amendments be, and the same are hereby, approved by unanimous vote.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/17:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-------------|-----------------|--------------------------|----------------|--------------------|----------------|
| 001 | 35 | 73 | 5490 | Contr Prgms | 608101 | Water Control Structures | 45,250 | 1,765 | 47,015 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 1,765 | |

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 | 995,000 | 1,765 | 993,235 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 1,765 | |

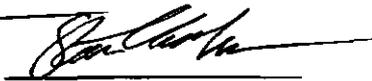
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "water control structures" line item in the Contracted Programs department for fiscal year 2017. The amendment is related to mailings in the Cow Bayou Watershed to request that owners register for reverse 9-1-1.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge


10/18/16



Integ Mail - PO BOX 23007 - Waco, TX 76702
Phone: (254) 751-1012 Fax:

*Pl. Larry Lehr credit card
Cow Bayou
emergency notification
bulk mailing*

Invoice 122240

Sales Rep:

Project: Self Mailer 8.5 x 11 Over 5000 Standard Mail
Cow Bayou

Attn: Larry Lehr
3728 Chimney Ridge
Waco, TX 76708

Invoice #: 122240
Invoice Date:
PO #:
Terms: Due on Receipt

| Quantity | Description | | |
|----------|-------------|--|--|
|----------|-------------|--|--|

Print

| | | | |
|-------|------------------------|---------|----------|
| 3,100 | Digital Print Services | 0.12572 | \$389.73 |
|-------|------------------------|---------|----------|

Data

| | | | |
|-------|--|---------|----------|
| 5,368 | Import List, Cass, Basic Dedupe, Presort, Export | 0.01950 | \$104.68 |
| 5,368 | USPS National Change of Address Update Service | 0.00931 | \$50.00 |

Lettershop

| | | | |
|-------|-------------------|----------|---------|
| 1 | Setup Folder | 20.00000 | \$20.00 |
| 3,100 | Folding - Machine | 0.02000 | \$62.00 |
| 1 | Setup Tabber | 20.00000 | \$20.00 |
| 3,100 | Tabbing | 0.02040 | \$63.24 |
| 1 | Setup Inkjet | 72.50000 | \$72.50 |
| 3,061 | Inkjet | 0.03000 | \$91.83 |

Postage

| | | | |
|-------|---------------------|------|----------|
| 3,061 | Our Permit, Indicia | .291 | \$890.75 |
|-------|---------------------|------|----------|

Sub Total: \$873.98
Tax: \$0.00
Total Services: \$873.98
Postage Used: \$890.75
Balance Due: \$1,764.73

BUDGET AMENDMENT REQUEST

McLennan County Commissioner's Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for:

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/17:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 25 | 56 | 3610 | R&B Pct.1 | 701000 | Capital Outlay | 306,383 | 27,000 | 333,383 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total Increases | | | | | | | | 27,000 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 001 | 25 | 56 | 3610 | R&B Pct 1 | 999999 | Contingencies | 243,617 | 27,000 | 216,617 |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| | | | | | | | | | - |
| Total Decreases | | | | | | | | 27,000 | |

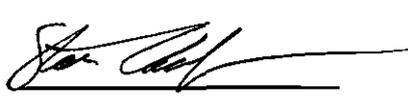
BUDGET AMENDMENT JUSTIFICATION:

Originally included the trade-in value of equipment and have decided not to trade it in.

Respectfully Submitted
Requestor:



Approved as to form
County Auditor



Approved by
Commissioners' Court
County Judge



BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

Gentlemen:

I hereby request the following budget amendment for the fiscal year ending 09/30/17:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|----------------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0190 | Co Wide | 501000 | Supplies | 6,500 | 3,249 | 9,749 |
| 001 | 10 | 05 | 0190 | Co Wide | 601111 | Other Services and Charges | 72,500 | 1,751 | 74,251 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 5,000 | |

REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|------------------------|----------------|--------------------|----------------|
| 001 | 10 | 05 | 0190 | Co Wide | 999999 | Contingencies | 1,000,000 | 5,000 | 995,000 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 5,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "supplies" and "other services and charges" line items within the county wide department of the General Fund for AED related supplies as well as training for County employees related to the use of the AEDs.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/18/16

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcator Rowan HEPB

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 09/30/17:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|------------------|---------------------|----------------|--------------------|----------------|
| 001 | 25 | 59 | 3640 | R&B 4 | 411230 | Part-Time Pay | 1 | 10,000 | 10,001 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 10,000 | |

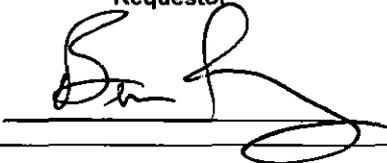
REQUESTED DECREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct. #) | Account Description | Current Budget | Requested Decrease | Amended Budget |
|------|----------|----------|--------|-----------|------------------|---------------------|----------------|--------------------|----------------|
| 001 | 25 | 59 | 3640 | R&B 4 | 999999 | Contingencies | 250,000 | 10,000 | 240,000 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 10,000 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "part-time pay" line item within the Road and Bridge Precinct 4 department for fiscal year 2017.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/18/16

FILED: OCT 18 2016

J.A. "ANDY" HANWELL, County Cler.
 McLennan County, Texas
 By Myrceter Gowan (FP/IT)

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 09/30/17:

REQUESTED INCREASE(s)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|-----------|-----------------|-------------------------|----------------|--------------------|----------------|
| 001 | 15 | 26 | 1420 | 54th DC | 502000 | Furniture and Equipment | 2,371 | 1,116 | 3,487 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Increases | | 1,116 | |

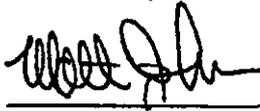
REQUESTED DECREASE(s)

| 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 | 993,235 | 1,116 | 992,119 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total Decreases | | 1,116 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the 54th District Court to increase the "furniture and equipment" line item by moving from contingencies within the General Fund. The Judge's desk has been damaged by water due to a break in a condensation line and he would like to have the desk replaced.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



10/18/16

FILED: OCT 18 2016

J.A. "ANDY" HANWELL, County Clerk
 McLennan County, Texas
 By Mycelle Gowen, FPD 177

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 09/30/17:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct.#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------------------------|----------|----------|--------|-----------|-----------------|---------------------|----------------|--------------------|----------------|
| 401 | 90 | 98 | 8010 | Perm Impr | 701234 | Major Repairs | 1 | 10,140 | 10,141 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Increases | | | | | | | | 10,140 | |

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 | 1,000,000 | 10,140 | 989,860 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| Total Decreases | | | | | | | | 10,140 | |

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the security improvements to the Commissioners' offices in the County Records building. This modification was originally approved in Commissioners Court on July 19, 2016.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





10/18/16

FILED: OCT 18 2016

J. A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrceluz Gowan (DFP)

ORDER DEFERRING:

**CERTIFICATION OF LOCAL GOVERNMENT CODE 111.07075 SPECIAL BUDGET
FOR REVENUE RECEIVED AFTER START OF THE FISCAL YEAR AND RELATED
BUDGET AMENDMENT (RE: CONSTABLE, PRECINCT 1)**

RE: FY 2017 BUDGET

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Certification of Local Government Code 111.07075 Special Budget for Revenue Received after Start of the Fiscal Year and related Budget Amendment (re: Constable, Precinct 1). After discussion, Commissioner Gibson made a motion to defer 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 and Commissioner Jones. It is ordered by the Court that said Authorization and FY 2017 Budget Amendment be, and the same are hereby, deferred by unanimous vote.

ORDER APPROVING FY 2017 BUDGET AMENDMENT:

**PERMANENT IMPROVEMENT (FUND 416): PER LOCAL GOVERNMENT CODE
111.0705 BUDGET FOR EXPENDITURES FROM PROCEEDS OF BONDS**

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Permanent Improvement (Fund 416): Per Local Government Code 111.0705 Budget for Expenditures from Proceeds of Bonds. After discussion, Commissioner Jones made a motion to approve and it was seconded by Judge Felton. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell and Commissioner Jones with Commissioner Gibson abstaining. It is ordered by the Court that said FY 2017 Budget Amendment be, and the same is hereby, approved by majority vote.

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget for Expenditures from Proceeds of Bond (LGC 111.0705)

Gentlemen:

The following budget is to be set for the expenditures from the proceeds of the Certificates of Obligation 2016:

REQUESTED INCREASE(S)

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|------------|-----------------|------------------------------|----------------|--------------------|----------------|
| 416 | 90 | 98 | 8010 | Perm Imprv | 701111 | Building-Capital Expenditure | - | 1 | 1 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701112 | Building-Capital Improvement | - | 1 | 1 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701221 | ADA Modifications | - | 200,000 | 200,000 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701234 | Major Repairs | - | 1 | 1 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701253 | Roof Repairs | - | 1 | 1 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701255 | Speegleville Road | - | 16,417 | 16,417 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701256 | Surrey Ridge Road | - | 4,965 | 4,965 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 701257 | Chapel Road | - | 1 | 1 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 705110 | Land | - | 1 | 1 |
| 416 | 90 | 98 | 8010 | Perm Imprv | 999999 | Contingencies | - | 9,597,977 | 9,597,977 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total | | 9,819,365 | |

REVENUE INCREASE

| Fund | Function | Sub-Func | Dept # | Dept Name | Object (Acct:#) | Account Description | Current Budget | Requested Increase | Amended Budget |
|------|----------|----------|--------|------------|-----------------|------------------------|----------------|--------------------|----------------|
| 416 | 90 | 98 | 8010 | Perm Imprv | 393401 | Proceeds of Bond Issue | - | 9,819,365 | 9,819,365 |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | | - | - | - |
| | | | | | | Total | | 9,819,365 | |

JUSTIFICATION:

Per Local Government Code 111.0705, this request is to set the budget for expenditures from the proceeds of a bond. (Certificates of Obligation 2016)

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




10/18/16

FILED: OCT 18 2016

J. A. "ANDY" HARWELL, County Clerk
 McLennan County, Texas
 By Myrcator Rowan DEPTTY

The Court discussed F. 2. j. (1-5) and F. 2. k.

The Court went to item F. 2. 1. Authorization of 2017 Cell Phone Allowance Listing.

ORDER APPROVING:

AUTHORIZATION OF 2017 CELL PHONE ALLOWANCE LISTING

RE: FY 2017 BUDGET

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Authorization of 2017 Cell Phone Allowance Listing. After discussion, Commissioner Jones made a motion to approve the Cell Phone Allowance and it was seconded by Judge Felton. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Stan Chambers, CPA
County Auditor
McLennan County



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

October 18, 2016

To: Commissioners Court
Re: 2017 Cell Phone Allowances

The following list of employees/elected officials is submitted for approval by Commissioners Court to receive a cell phone allowance for the 2017 fiscal year. The current cell phone allowance according to McLennan County policy is \$30 per month.

| | <u>Department</u> |
|-----------------|-----------------------|
| Anthony Balli | Constable Pct 1 |
| Aaron Byrd | Constable Pct 1 |
| Demetria Holder | Constable Pct 1 |
| Anthony Jares | Road and Bridge Pct 3 |
| Shane Kirk | Constable Pct 1 |
| April Lingo | Constable Pct 1 |
| Susanne Nemmer | Road and Bridge Pct 3 |
| Joseph Rankin | Constable Pct 1 |
| Walt Strickland | Constable Pct 1 |
| Lyon Vison | Constable Pct 1 |
| Scott Watkins | Constable Pct 1 |
| Adrian Wernet | Constable Pct 1 |

Thank you,

Stan Chambers, CPA
County Auditor
McLennan County

ALLOWANCES
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016

COUNTY JUDGE

FILED: **OCT 18 2016**

J.A. "ANDY" HAWWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan (PFP)

The Court went back to items F. 2. j. (1-5) and F. 2. k.

ORDER APPROVING:

**TEXAS ASSOCIATION OF COUNTIES: AUTHORIZATION
OF CLAIM DEDUCTIBLE INVOICES:**

INVOICE # NRDD-0002026-LE

INVOICE # NRDD-0001870-LE

INVOICE # NRDD-0002025-LE

INVOICE # NRDD-0002027-LE

AND

INVOICE # NRDD-0001869-LE

AND

**ROAD & BRIDGE, PRECINCT 2: AUTHORIZATION OF
MEMBERSHIP FEES**

RE: FY 2017 BUDGET

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Texas Association of Counties: Authorization of Claim Deductible Invoices: Invoice # NRDD-0002026-LE; Invoice # NRDD-0001870-LE; Invoice # NRDD-0002025-LE; Invoice # NRDD-0002027-LE and Invoice # NRDD-0001869-LE (F. 2. j.) and Road & Bridge, Precinct 2: Authorization of Membership Fees (F. 2. k.). After discussion, Commissioner Snell made a motion to approve F. 2. j. (1-5) and F. 2. k. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, approved by unanimous vote.



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0002026-LE
Invoice Date: October 3, 2016
Claim #: LE20160616-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|--|-------------------|
| Claim LE20160616-1: Invoice for Deductible Subsidiary/office associated with claim: Sheriff Date of Loss: 5/12/16 Claimant: Weems III, Ruthen | \$1,815.79 |
| Total Policy Deductible Amount per Claim | \$10,000.00 |
| Total Amount Received to Date | |
| Overdue Invoice No.: NRDD-0002026-LE | |
| Total Amount Due | \$1,815.79 |

Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made

Claim Deductible Payment Remittance Form

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

Invoice Date: October 3, 2016
Invoice #: NRDD-0002026-LE
Claim #: LE20160616-1
Amount Due: \$1,815.79

If the total amount enclosed is not \$1,815.79,
please use the notes section below to explain:

Amount Enclosed: _____

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

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016

[Signature]
COUNTY JUDGE

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowan (FP11)

Printed 10/3/16



TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0001870-LE
Invoice Date: June 29, 2016
Claim #: LE20160220-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|---|-----------------|
| Claim LE20160220-1: Invoice for Deductible Subsidiary/office associated with claim: Jail Date of Loss: 2/11/16 Claimant: Unknown | \$200.50 |
| Total Policy Deductible Amount per Claim | \$10,000.00 |
| Total Amount Received to Date | |
| Total Amount Due | \$200.50 |
| Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made | |

Claim Deductible Payment Remittance Form

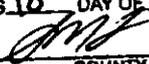
McLennan County
Attn: Judge Scott Felton
PO Box 1728
Waco, TX 76703-1728

Invoice Date: June 29, 2016
Invoice #: NRDD-0001870-LE
Amount Due: \$200.50

If the total amount enclosed is not \$200.50,
please use the notes section below to explain:

Amount Enclosed: _____

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

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016

COUNTY JUDGE

FILED: **OCT 18 2016**

Printed 6/29/16

J.A. "ANDY" HARIWELL, County Clerk
McLennan County, Texas
By Myrceluz Gowan DEPT. CLERK



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0002025-LE
Invoice Date: October 3, 2016
Claim #: LE20160220-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|---|--------------------|
| Claim LE20160220-1: Invoice for Deductible Subsidiary/office associated with claim: Jail Date of Loss: 2/11/16 Claimant: Unknown | \$3,256.22 |
| Total Policy Deductible Amount per Claim | \$10,000.00 |
| Total Amount Received to Date | \$ 200.50 |
| Overdue Invoice No.: NRDD-0001870-LE | \$ 3,456.72 |
| Total Amount Due | \$ 3,456.72 |

Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made

Claim Deductible Payment Remittance Form

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

Invoice Date: October 3, 2016
Invoice #: NRDD-0002025-LE
Claim #: LE20160220-1
Amount Due: \$ 3,456.72

If the total amount enclosed is not \$ 3,456.72,
please use the notes section below to explain:

Amount Enclosed: _____

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

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016
[Signature]
COUNTY JUDGE
FILED: **OCT 18 2016**

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

Printed 10/3/16



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0002027-LE
Invoice Date: October 3, 2016
Claim #: LE20160970-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|---|--------------------|
| Claim LE20160970-1: Invoice for Deductible Subsidiary/office associated with claim: Jail Date of Loss: 7/12/16 Claimant: Tillman, Chaz | \$875.96 |
| Total Policy Deductible Amount per Claim | \$10,000.00 |
| Total Amount Received to Date | |
| Overdue Invoice No.: NRDD-0001977-LE | \$ 3,759.45 |
| Total Amount Due | \$ 4,635.41 |

Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made

Claim Deductible Payment Remittance Form

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

Invoice Date: October 3, 2016
Invoice #: NRDD-0002027-LE
Claim #: LE20160970-1
Amount Due: \$ 4,635.41

If the total amount enclosed is not \$ 4,635.41,
please use the notes section below to explain:

Amount Enclosed: _____

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

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
[Signature]
COUNTY JUDGE

FILED: **OCT 18 2016**

Printed 10/3/16



TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

CLAIM DEDUCTIBLE INVOICE

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

Balance Due Upon Receipt

Invoice #: NRDD-0001869-LE
Invoice Date: June 29, 2016
Claim #: LE20158809-1
Member ID: 1550

Deductible payment is due.

| Description | Amount Due |
|--|----------------|
| Claim LE20158809-1: Invoice for Deductible Subsidiary/office associated with claim: Sheriff Date of Loss: 11/8/15 Claimant: Estate of Gerald Reneau | \$21.00 |
| Total Policy Deductible Amount per Claim | \$10,000.00 |
| Total Amount Received to Date | \$2,735.63 |
| Total Amount Due | \$21.00 |
| Total Amount Due May Be Less Than Deductible Amount Depending On Claim Payments Made | |

Claim Deductible Payment Remittance Form

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

Invoice Date: June 29, 2016
Invoice #: NRDD-0001869-LE
Amount Due: \$21.00

If the total amount enclosed is not \$21.00,
please use the notes section below to explain:

Amount Enclosed: _____

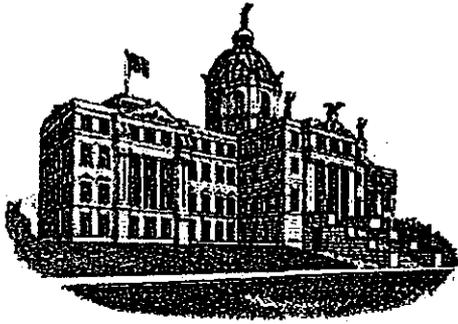
Please make checks payable to (and include invoice #):
Texas Association of Counties Risk Management Pool
PO Box 2426
San Antonio, TX 78298-9900

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF Oct 2016
[Signature]
COUNTY JUDGE

FILED: **OCT 18 2016**

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Mercedes Green TREPIT

Printed 6/29/16



WACO, TEXAS

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

MEMORANDUM

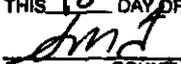
DATE: Friday, October 14, 2016
TO: Commissioners Court
FROM: Commissioner Lester L. Gibson
RE: COMMISSIONERS COURT AGENDA ITEM / Tuesday, October 18, 2016

I am forwarding this memorandum to the Court to request that the following item be placed on the Tuesday, October 18, 2016, Commissioners Court Agenda, "*Authorization of Membership/Membership Renewal: TACERA (Texas Association of County Engineers & Road Administrators) for Daniel Stewart (Assistant Foreman) and Thad Jones (Field Inspector).*"

TACERA is a non-profit organization chartered in 1987 to provide technical and professional assistance to county employees charged with the responsibility of constructing and/or maintaining county roads. Membership is open to all road administrators, engineers, superintendents, foremen, commissioners, and county road employees.

Memberships will allow the foreman and other key personnel to attend TACERA conferences at a reduced rate and to also receive pertinent road information on an ongoing basis. If you have any questions in regards to this memorandum, you may contact me at ext. 5062.

Thank You.

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16

COUNTY JUDGE



TEXAS ASSOCIATION OF COUNTY ENGINEERS AND ROAD ADMINISTRATORS
APPLICATION FOR MEMBERSHIP

NAME: Thad Jones

TITLE: McLennan County Field Inspector

EMPLOYER/AGENCY: McLennan County

ADDRESS: 215 N. 5th Street, Suite 125

CITY: Waco COUNTY: McLennan

STATE: Texas ZIP: 76701

WORK PHONE: AC 254 / 757-5062 EXT. _____

EMAIL: thad.jones@co.mclennan.tx.us

I prefer to receive TACERA correspondence at this email address.

Type of Membership (Check One): New Renewal

| MEMBERSHIP CLASS | |
|--|--------|
| <input checked="" type="checkbox"/> VOTING | \$ 45 |
| <input type="checkbox"/> ASSOCIATE | \$ 45 |
| <input type="checkbox"/> AFFILIATE (GROUP) | \$ 150 |

MAIL COMPLETED APPLICATION AND MEMBERSHIP FEE (PAYABLE TO TACERA) TO:
Texas Association of County Engineers and Road Administrators
P O Box 2573, Cedar Park, TX 78613
512-260-1376 FAX: 512-260-1409
tacera1@att.net

CREDIT CARD PAYMENTS CAN BE MADE BY CALLING THE OFFICE OR SUBMITTING THE FOLLOWING:

NAME: _____ TYPE: (VISA, M/C, DISCOVER) _____

EXP DATE: _____ CVC CODE: _____ NUMBER: _____



TEXAS ASSOCIATION OF COUNTY ENGINEERS AND ROAD ADMINISTRATORS

APPLICATION FOR MEMBERSHIP

NAME: Daniel Stewart

TITLE: McLennan County Assistant Road Foreman

EMPLOYER/AGENCY: McLennan County

ADDRESS: 215 N. 5th Street, Suite 125

CITY: Waco COUNTY: McLennan

STATE: Texas ZIP: 76701

WORK PHONE: AC 254 / 757-5062 EXT. _____

EMAIL: daniel.stewart@co.mclennan.tx.us

I prefer to receive TACERA correspondence at this email address.

Type of Membership (Check One): New Renewal

| MEMBERSHIP CLASS | |
|--|--------|
| <input checked="" type="checkbox"/> VOTING | \$ 45 |
| <input type="checkbox"/> ASSOCIATE | \$ 45 |
| <input type="checkbox"/> AFFILIATE (GROUP) | \$ 150 |

MAIL COMPLETED APPLICATION AND MEMBERSHIP FEE (PAYABLE TO TACERA) TO:

Texas Association of County Engineers and Road Administrators

P O Box 2573, Cedar Park, TX 78613

512-260-1376 FAX: 512-260-1409

tacera1@att.net

CREDIT CARD PAYMENTS CAN BE MADE BY CALLING THE OFFICE OR SUBMITTING THE FOLLOWING:

NAME: _____ TYPE: (VISA, M/C, DISCOVER) _____

EXP DATE: _____ CVC CODE: _____ NUMBER: _____

Membership ApplicationTACERA Membership Application**Voting Member**

This category is open to county Engineers, directors of Public works, County road administrators or any similar key personnel of a Texas County Road System. Voting member dues are \$45.

Associate Member

This category is open to anyone who holds position as a member of a commissioner's court; anyone engaged in engineering of the administration of a governmental agency; or anyone whose training, education, interest or experience will help further the aims of TACERA. Associate member dues are \$45

Affiliate Member

This membership category is a group membership open to firms and companies involved in consulting, contracting or supplying to road and bridge engineering. Eligibility for membership is determined by the secretary/treasurer. Affiliate dues are \$150 per firm or company.

NACE Member

County engineers and other transportation professionals can apply for membership with the National Association of County Engineers (NACE). Memberships within NACE include corporate, associate, life and honorary categories. To receive a NACE application, please go to [this website](http://this.website).

Please mail application and dues to:

Markie Casebier
Texas Association of County Engineers and Road Administrators
P.O. Box 2573
Cedar Park, TX 78613-9998
Ph: 512-260-1376
Fax: 512-260-1409
www.tacera1.com

For more information, contact Markie Casebier via phone at 512-260-1376 or via email at www.tacera1.com

Partners



Powered By



The Court went to item m. Authorization of Professional Services Invoices: The Wallace Group (September Services).

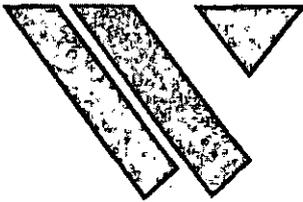
ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES INVOICES:
THE WALLACE GROUP (SEPTEMBER SERVICES)**

**RE: THE HIGHWAY 6 JAIL ROOF
MAINTENANCE & REPAIRS**

RE: FY 2017 BUDGET

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Authorization of Professional Services Invoices: Regarding the Highway 6 Jail Roof Maintenance & Repairs. After discussion, Commissioner Jones made a motion to approve and it was seconded by Judge Felton. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. 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

Ken Bass
McLennan County
501 WASHINGTON AVE.
WACO, TX 76701

October 7, 2016
Invoice No: MCLC1600515.00 - 3

Project MCLC1600515.00 Hwy 6 Jail Roof Maintenance & Repairs

Professional Services from September 1, 2016 to September 30, 2016

Phase 31 Preliminary Design

| Billing Phase | Fee | Percent Complete | Previous Fee Billing | Current Fee Billing |
|----------------------------------|-----------|------------------|----------------------|---------------------------------|
| 31 - Preliminary Design | 3,888.00 | 100.00 | 3,888.00 | 0.00 |
| 41 - Final Design | 7,884.00 | 87.0751 | 2,530.00 | 4,335.00 |
| 51 - Bidding | 778.00 | 0.00 | 0.00 | 0.00 |
| 61 - Construction Administration | 3,000.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 15,550.00 | | 6,418.00 | 4,335.00 |
| Total Fee | | | | 4,335.00 |
| Total this Phase | | | | \$4,335.00 |
| Total this Invoice | | | | <u><u>\$4,335.00</u></u> |

Outstanding Invoices

| Number | Date | Balance |
|--------------|----------|-----------------|
| 2 | 9/7/2016 | 4,730.50 |
| Total | | 4,730.50 |

Respectfully submitted,

George Jezek

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
[Signature]
COUNTY JUDGE

FILED: OCT 18 2016

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

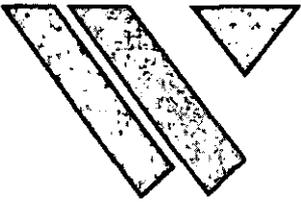
ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES INVOICES:
THE WALLACE GROUP (SEPTEMBER SERVICES)**

**RE: THE MCLENNAN COUNTY
FACILITY ROOFING SURVEYS**

RE: FY 2017 BUDGET

On this the 18 day of October, 2016, came on for consideration the matter Regarding the FY 17 Budget: Authorization of Professional Services Invoices: Regarding the McLennan County Facility Roofing Surveys. After discussion, Commissioner Jones made a motion the September Invoice from Wallace Group and it was seconded by Commissioner Gibson. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. 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

Ken Bass
McLennan County
501 WASHINGTON AVE.
WACO, TX 76701

October 7, 2016

Invoice No: MCLC1600686.00 - 1

Project MCLC1600686.00 McLennan County Roof Surveys

Professional Services from September 1, 2016 to September 30, 2016

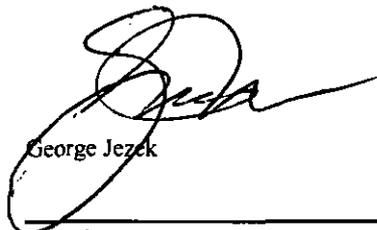
Phase 01 General

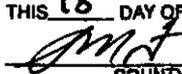
| | Hours | Rate | Amount |
|-------------------------|-------|--------|-------------------|
| Architect | | | |
| Thacker, John | 10.00 | 140.00 | 1,400.00 |
| Executive Assistant | | | |
| Hendon, Misty | .50 | 70.00 | 35.00 |
| Technician | | | |
| Wick, James | 25.00 | 80.00 | 2,000.00 |
| Totals | 35.50 | | 3,435.00 |
| Total Labor | | | 3,435.00 |
| Total this Phase | | | \$3,435.00 |

Phase 21 Study/Report

| | Hours | Rate | Amount |
|---------------------------|-------|--------|-------------------|
| Architect | | | |
| Thacker, John | 5.00 | 140.00 | 700.00 |
| Totals | 5.00 | | 700.00 |
| Total Labor | | | 700.00 |
| Total this Phase | | | \$700.00 |
| Total this Invoice | | | \$4,135.00 |

Respectfully submitted,


George Jezek

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16

COUNTY JUDGE

FILED: OCT 18 2016

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

AGENDA: OCTOBER 18, 2016

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

- | | |
|--|---------------------------------|
| 1. Authorization of Quote: BIS Digital (re: USB Audio Mixer) | Kept Deferred |
| 2. Discussion and/or Action regarding Bid 16-017: Justice of the Peace Renovations - Alternate 1 | Pulled – No Action Taken |

CD-410, 9:36

KEPT DEFERRED:

AUTHORIZATION OF QUOTE: BIS DIGITAL
(RE: USB AUDIO MIXER)

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Quote: BIS Digital (re: USB Audio Mixer). After discussion, Commissioner Jones made a motion defer 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, kept deferred by unanimous vote.

PULLED AND NO ACTION TAKEN:

**ACTION RE: BID 16-017: JUSTICE OF
THE PEACE RENOVATIONS - ALTERNATE 1**

On this the 18 day of October, 2016, came on for consideration the matter of Discussion and/or Action regarding Bid 16-017: Justice of the Peace Renovations - Alternate 1. Judge Felton directed the Clerk to show item as pulled and no action taken. No Action Taken.

AGENDA: OCTOBER 18, 2016

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

1. Authorization of Interlocal Cooperation Agreement for Housing and Care of Inmates: Freestone County **Kept Deferred**

2. Regarding the McLennan County Group Health Plan:
 - a. Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan **Approved
(See after
Executive Session)**

 - b. Authorization of Summary Plan Description (SPD) Administered by Scott & White **Kept Deferred
(See after
Executive Session)**

 - c. Ratification of Aggregate and Specific Excess Loss Insurance Application: Companion Life Insurance Company **Approved
(See after
H. 1.)**

3. Authorization of Interlocal Cooperation Agreements: City of Bruceville Eddy:
 - a. Regarding Road Work on Ashley, Soules Circle, Franklin, Temple and Washington **Approved**

 - b. Regarding Road Work on Horseshoe Bend, Mustang Drive and Pinto Drive **Approved**

4. Authorization of Construction Contract, Notice of Award and Notice to Proceed: Big Bear Roofing & Construction, LLC (re: Low Roof Replacement at the Extraco Events Center - RFP 16-014 / Project No. 2013-015.02) **Approved**

5. Authorization of Meals Service Agreement: ABL Management, Inc. (re: Highway 6 Jail) **Approved**

6. Authorization of Agreement: McLennan Community College / McLennan County Junior College District (re: Clinical Training Program at Highway 6 Jail) **Approved**

7. Authorization of Customer Service Agreement: UniFirst (re: Maintenance of Buildings) **Approved**

8. Authorization of Professional Services Agreement and related Geotechnical Investigation Proposal: Langerman Foster Engineering Company (re: Battle Lake / Old Waco Road Pavement - Proposal No. GEO 16-092R1) **Approved**

KEPT DEFERRED:

**AUTHORIZATION OF INTERLOCAL COOPERATION
AGREEMENTS FOR HOUSING AND CARE OF INMATES:**

FREESTONE COUNTY

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreements for Housing and Care of Inmates: Freestone County. After discussion, Judge Felton 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, kept deferred by unanimous vote.

The Court went to item H. 2. c. Ratification of Aggregate and Specific Excess Loss Insurance
Application: Companion Life Insurance Company.

ORDER APPROVING:

**RATIFICATION OF AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE
APPLICATION: COMPANION LIFE INSURANCE COMPANY**

RE: THE MCLENANN COUNTY GROUP HEALTH PLAN

On this the 18 day of October, 2016, came on for consideration the matter Regarding the McLennan County Group Health Plan: Ratification of Aggregate and Specific Excess Loss Insurance Application: Companion Life Insurance Company. After discussion, Commissioner Jones made a motion to approve the Ratification of Aggregate and Specific Excess Loss Insurance Application 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 and Commissioner Jones. It is ordered by the Court that said Ratification be, and the same is hereby, approved by unanimous vote.

RATIFICATION

APPROVED BY COMMISSIONERS COURT

THIS 18 DAY OF OCT 2016

[Signature]
COUNTY JUDGE

**APPLICATION TO
COMPANION LIFE INSURANCE COMPANY
COLUMBIA, SC 29223
FOR**

AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE

Application is hereby made to the Companion Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Full Legal Name of Applicant: McLennan County

2. Address: 214 N 4th #100

City: Waco State: TX Zip Code: 76701-1366

3. If employee benefit plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal name and addresses of such companies.

4. Enter the full name of your Employee Benefit Plan(s) - (A copy of such Employee Benefit Plan(s) must be attached.)

5. Name and address of Designated Third Party Administrator:
Scott & White Health Plan
1206 West Campus Drive
Temple, TX 76502

6. Effective Date:
10/01/2016

7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):
602 Singles and 241 Families (or) 843 Composite

8. GENERAL SCHEDULE OPTIONS:

(a) Disabled Persons are are not covered.
Retired Employees are are not covered.

(b) Aggregate Benefit Yes No

Aggregate Contract Basis: Employee Benefit Plan Expenses must be
Incurred from: through , and
Paid from: through .
Claims Incurred prior to the Contract Effective Date are limited to \$n/a

Applicant Initials [Signature]

8. GENERAL SCHEDULE OPTIONS: (Continued)

Aggregate eligible expenses include:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Medical | <input type="checkbox"/> Prescription Card Service |
| <input type="checkbox"/> Dental Care | <input type="checkbox"/> Weekly (Disability) Income |
| <input type="checkbox"/> Vision Care | <input type="checkbox"/> Other |

Aggregate Monthly Factor per:

Single: \$n/a _____

Family: \$n/a _____

Aggregate Payable Percentage (excess of Deductible): 0% _____

Maximum Eligible Claim Expense Per Covered Person: \$n/a _____

Minimum Aggregate Deductible: \$n/a _____

Maximum Aggregate Benefit (excess of Deductible): \$n/a _____

(c) Monthly Aggregate Accommodation Yes No

(d) Terminal Liability Yes No

(e) Specific Benefit Yes No

Specific Contract Basis: Employee Benefit Plan expenses must be

Incurred from: 10/01/2011 through 09/30/2017.

Paid from: 10/01/2016 through 09/30/2017.

Claims Incurred prior to the Contract Effective Date are limited to: \$n/a _____

Specific Eligible Expense: Medical & Prescription Drug Specific Deductible (per person): \$175,000 _____

Specific Payable Percentage (excess of Deductible): 100% _____

Maximum Specific Benefit (per person in excess of Specific Deductible): \$Unlimited _____

9. PREMIUMS:

(a) Aggregate Premium
 Premium Per Month Per Unit: \$n/a _____
 Minimum Annual Aggregate Premium: \$n/a _____

Monthly Aggregate Accommodation
 Premium Per Month Per Unit: \$n/a _____
 Annual Premium in Advance: \$n/a _____

Terminal Liability
 Premium Per Month Per Unit: \$n/a _____
 Annual Premium in Advance: \$n/a _____

(b) Specific Premium
 Premium Per Month Per
 Single: \$49.40 _____
 Family: \$109.70 _____
 Minimum Monthly Specific Premium: \$n/a _____

10. SPECIAL RISK LIMITATIONS:

Contract will be based upon the current employee benefits as defined in the Employee Benefit Plan by reference or by attachment, except as noted below:

Specific: _____

Aggregate: _____

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within ninety (90) days of the requested Effective Date.
- (b) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
 - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
 - (2) if a dependent or Continuation Beneficiary, he or she is able to perform the normal functions of a person of like sex and age.
- (c) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.
- (d) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (e) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Companion Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (f) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (g) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT: (Continued)

- (h) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (i) Oral Statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (j) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

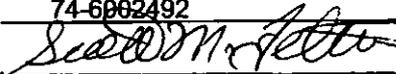
In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Dated at Waco, McLennan County this 12th day of October, 2016.

Witness: 
Signature of Licensed
Resident Agent

Applicant: McLennan County

Tax ID #: 74-6062492

By: 
(Officer/Partner) Scott M. Felton

Title: County Judge

Licensed Resident Agent: STEPHEN AUSTIN
(Type or Print)

Address: 8080 N. CENTRAL EXPWY, SUITE 815

City: DALLAS State: TX Zip: 75206

Social Security or Tax ID # 895097

Please do not sign below this line.

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 2016

By: _____

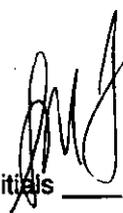
Title: _____

Contract No.: CLI 96305 Effective Date: 10/01/2016

CLXLAPP

FILED: **OCT 18 2016**

-4-

Applicant Initials 

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION AGREEMENTS:
CITY OF BRUCEVILLE EDDY:**

**RE: ROAD WORK ON ASHLEY, SOULES CIRCLE, FRANKLIN,
TEMPLE AND WASHINGTON**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreements: City of Bruceville Eddy: Regarding Road Work on Ashley, Soules Circle, Franklin, Temple and Washington. After discussion, Commissioner Snell made a motion to approve the Interlocal Agreement with the City of Bruceville Eddy to reclaim and set up chip seal on the following roads (The City agrees to pay the County a sum of \$30,764.50) 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made by and entered into between the City of Bruceville, Eddy, 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.

Reclaim, set up and chip seal Ashley, Soules Circle, Franklin, Temple and Washington 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 \$30,764.50 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.

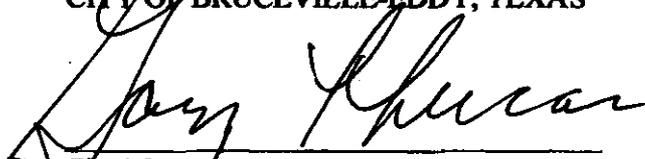
- (a) Easements, Right of Way Grants, and Approvals: City agrees to obtain all easements, right of way grants, or approvals necessary, if any, for the County to perform its obligation defined herein.

- (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.

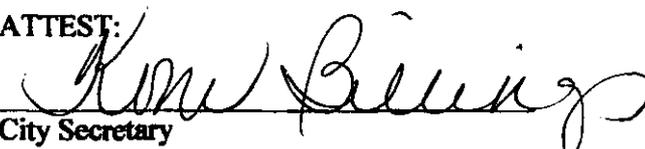
EXECUTED on the 18th day of OCTOBER, 2016

CITY OF BRUCEVILLE-EDDY, TEXAS



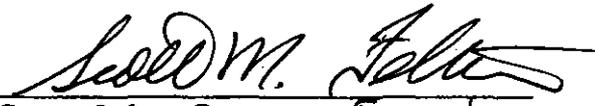
City Manager

ATTEST:



City Secretary

MCLENNAN COUNTY, TEXAS



County Judge SCOTT M. FELTON

ATTEST:



EXHIBIT A

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

CITY OF BRUCEVILLE-EDDY

**Washington, Franklin & Temple
Approximately .3 miles**

Washington - .1 = 528'

| | | | |
|--------------------|---------|------------|------------|
| Patching | 1 load | \$1,550.00 | \$1,550.00 |
| CRS-2 | 500 gal | \$1.25 | \$625.00 |
| Rock | 15 tons | \$14.00 | \$210.00 |
| Distributor | 1.5 hrs | \$140.00 | \$210.00 |
| Chip Spreader | 1.5 hrs | \$140.00 | \$210.00 |
| Truck | 1.5 hrs | \$80.00 | \$120.00 |
| Rubber Tire Roller | 1.5 hrs | \$75.00 | \$112.50 |
| | | | <hr/> |
| | | | \$3,037.50 |

Franklin - .05 = 250'

| | | | |
|---------------|----------|---------------|------------|
| Patching | 1/2 load | \$775.00 | \$775.00 |
| CRS-2 | 250 gal | \$1.25 gal | \$312.50 |
| Rock | 7 tons | \$14.00 a ton | \$98.00 |
| Distributor | 1 hr | \$140.00 | \$140.00 |
| Chip Spreader | 1 hr | \$140.00 | \$140.00 |
| Truck | 1 hr | \$80.00 | \$80.00 |
| Roller | 1 hr | \$75.00 | \$75.00 |
| | | | <hr/> |
| | | | \$1,620.50 |

Temple - .15 = 800'

| | | | |
|---------------|----------|-------------|------------|
| Patching | 1/2 load | \$775.00 | \$775.00 |
| CRS-2 | 750 gal | \$1.25 gal | \$937.50 |
| Rock | 22 tons | \$14.00 ton | \$308.00 |
| Distributor | 1.5 hrs | \$140.00 | \$210.00 |
| Chip Spreader | 1.5 hrs | \$140.00 | \$210.00 |
| Truck | 1.5 hrs | \$80.00 | \$120.00 |
| Roller | 1.5 hrs | \$75.00 | \$112.50 |
| | | | <hr/> |
| | | | \$2,673.00 |

TOTAL: \$7,331.00

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

Ashley

.3 miles Reclaim & Compact

| | | | |
|--------------|-------|----------|----------|
| Reclaimer | 4 hrs | \$120.00 | \$480.00 |
| Sheepfoot | 8 hrs | \$28.75 | \$230.00 |
| Rubber Tire | 8 hrs | \$33.75 | \$270.00 |
| Water Truck | 8 hrs | \$36.75 | \$294.00 |
| Motor Grader | 8 hrs | \$84.00 | \$672.00 |

Road Base

| | | | |
|-----------|----------|---------|------------|
| Road Base | 100 tons | \$14.00 | \$1,400.00 |
|-----------|----------|---------|------------|

Slush & Crush - Finish Compaction

| | | | |
|--------------|-------|---------|----------|
| Flat Wheel | 8 hrs | \$28.75 | \$230.00 |
| Rubber Tire | 8 hrs | \$33.75 | \$270.00 |
| Water Truck | 8 hrs | \$36.75 | \$294.00 |
| Motor Grader | 8 hrs | \$84.00 | \$672.00 |

Prime

| | | | |
|-------------|-------------|---------|----------|
| AEP | 250 gallons | \$2.15 | \$537.50 |
| Distributor | 3 hrs | \$59.50 | \$178.50 |

Chip Seal

| | | | |
|-------------------|--------------|---------|------------|
| CRS-2 | 1200 gallons | \$1.26 | \$1,500.00 |
| Rock | 40 tons | \$14.00 | \$560.00 |
| 2 Trucks | 2 hrs each | \$66.00 | \$264.00 |
| Distributor Truck | 2 hrs each | \$59.50 | \$119.00 |
| Roller | 2 hrs each | \$33.75 | \$67.50 |
| Loader | 2 hrs each | \$44.00 | \$88.00 |
| Chip Spreader | 2 hrs each | \$92.50 | \$185.00 |

TOTAL: \$8,311.50

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

Soules Circle

.7 miles Reclaim & Compact

| | | | |
|--------------|--------|----------|------------|
| Reclaimer | 8 hrs | \$120.00 | \$960.00 |
| Sheepfoot | 16 hrs | \$28.75 | \$460.00 |
| Rubber Tire | 16 hrs | \$33.75 | \$540.00 |
| Water Truck | 16 hrs | \$36.75 | \$588.00 |
| Motor Grader | 16 hrs | \$84.00 | \$1,344.00 |

Slush & Crush - Finish Compaction

| | | | |
|--------------|--------|---------|------------|
| Flat Wheel | 16 hrs | \$28.75 | \$460.00 |
| Rubber Tire | 16 hrs | \$33.75 | \$540.00 |
| Water Truck | 16 hrs | \$36.75 | \$588.00 |
| Motor Grader | 16 hrs | \$84.00 | \$1,344.00 |

| | | | |
|-------------------|-------------|---------|------------|
| AEP | 500 gallons | \$2.15 | \$1,075.00 |
| Distributer Truck | 4 hrs | \$59.50 | \$238.00 |

Chip Seal

| | | | |
|-------------------|--------------|---------|------------|
| CRS-2 | 3000 gallons | \$1.26 | \$3,750.00 |
| Rock | 90 tons | \$14.00 | \$1,260.00 |
| Trucks | 4 | \$66.00 | \$1,056.00 |
| Distributer Truck | 4 | \$59.50 | \$238.00 |
| Roller | 4 | \$33.75 | \$135.00 |
| Loader | 4 | \$44.00 | \$176.00 |
| Chip Spreader | 4 | \$92.50 | \$370.00 |

TOTAL: \$15,122.00

FILED: OCT 18 2016

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

ORDER APPROVING:

**AUTHORIZATION OF INTERLOCAL COOPERATION AGREEMENTS:
CITY OF BRUCEVILLE EDDY:**

**RE: ROAD WORK ON HORSESHOE BEND, MUSTANG
DRIVE AND PINTO DRIVE**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Interlocal Cooperation Agreements: City of Bruceville Eddy: Regarding Road Work on Horseshoe Bend, Mustang Drive and Pinto Drive. After discussion, Commissioner Snell made a motion to approve the Interlocal Agreement between the City of Bruceville Eddy and the County to reclaim and set up chip seal Horseshoe Bend, Mustang Drive and Pinto Drive (The City agrees to pay the County a total sum of \$23,572.00 for the work) 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous.

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made by and entered into between the City of Bruceville, Eddy, 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.

Reclaim, set up and chip seal Horseshoe Bend, Mustang Drive and Pinto Drive 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 \$23,572.00 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.

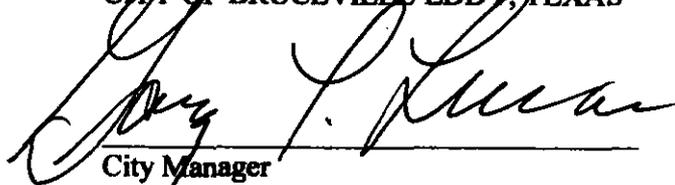
- (a) Easements, Right of Way Grants, and Approvals: City agrees to obtain all easements, right of way grants, or approvals necessary, if any, for the County to perform its obligation defined herein.

- (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 18th day of OCTOBER, 2016

CITY OF BRUCEVILLE-EDDY, TEXAS



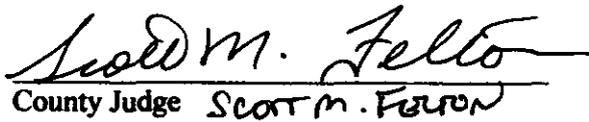
City Manager

ATTEST:



City Secretary

MCLENNAN COUNTY, TEXAS



County Judge SCOTT M. FELTON

ATTEST:



EXHIBIT A

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

**Horse Shoe Bend - Mustang & Pinto
Approximately 1 mile
.4 Patching & .6 Reclaim**

2 days Patching

\$1550.00 per day for Horse Shoe Bend / Mustang & Pinto **\$3,100.00**

Horse Shoe Bend

Reclaim & Compact Sub

| | | | |
|--------------|--------|----------|------------|
| Reclaimer | 8 hrs | \$120.00 | \$960.00 |
| Sheepfoot | 16 hrs | \$28.75 | \$460.00 |
| Rubber Tire | 16 hrs | \$33.75 | \$540.00 |
| Water Truck | 16 hrs | \$36.75 | \$588.00 |
| Motor Grader | 16 hrs | \$84.00 | \$1,344.00 |

140 tons Crushed Rock

140 x \$14.00 **\$1,960.00**

Finish Compaction

| | | | |
|--------------|--------|---------|------------|
| Motor Grader | 16 hrs | \$84.00 | \$1,344.00 |
| Flat Wheel | 16 hrs | \$28.75 | \$460.00 |
| Rubber Tire | 16 hrs | \$33.75 | \$540.00 |
| Water Truck | 16 hrs | \$36.75 | \$588.00 |

Primer

| | | | |
|-------------------|-------------|---------|------------|
| AEP | 500 gallons | \$2.15 | \$1,075.00 |
| Distributor Truck | 4 hrs | \$59.50 | \$238.00 |

Chip Seal

| | | | |
|-------------------|--------------|---------|------------|
| CRS-2 | 5000 gallons | \$1.26 | \$6,300.00 |
| Rock | 150 tons | \$14.00 | \$2,100.00 |
| Trucks | 4 | \$66.00 | \$1,056.00 |
| Distributor Truck | 4 | \$59.50 | \$238.00 |
| Roller | 4 | \$33.75 | \$135.00 |
| Loader | 4 | \$44.00 | \$176.00 |
| Chip Spreader | 4 | \$92.50 | \$370.00 |

TOTAL: \$23,572.00

FILED: OCT 18 2016

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

ORDER APPROVING:

**AUTHORIZATION OF CONSTRUCTION CONTRACT, NOTICE OF AWARD AND
NOTICE TO PROCEED: BIG BEAR ROOFING & CONSTRUCTION, LLC (RE: LOW
ROOF REPLACEMENT AT THE EXTRACO EVENTS CENTER - RFP 16-014 /
PROJECT NO. 2013-015.02)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Construction Contract, Notice of Award and Notice to Proceed: Big Bear Roofing & Construction, LLC (re: Low Roof Replacement at the Extraco Events Center - RFP 16-014 / Project No. 2013-015.02). After discussion, Judge Felton 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF MEALS SERVICE AGREEMENT: ABL
MANAGEMENT, INC. (RE: HIGHWAY 6 JAIL)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Meals Service Agreement: ABL Management, Inc. (re: Highway 6 Jail). After discussion, Commissioner Snell made a motion to approve H. 5. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF AGREEMENT: MCLENNAN COMMUNITY COLLEGE /
MCLENNAN COUNTY JUNIOR COLLEGE DISTRICT (RE: CLINICAL
TRAINING PROGRAM AT HIGHWAY 6 JAIL)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Agreement: McLennan Community College / McLennan County Junior College District (re: Clinical Training Program at Highway 6 Jail). After discussion, 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

AN AGREEMENT

THIS AGREEMENT, entered into this 18th day of , 2016 by and between

McLENNAN COUNTY JUNIOR COLLEGE DISTRICT
WACO, TEXAS

an educational institution of the county of McLennan, in the state of Texas, hereinafter referred to as the College and McLennan County, Texas, a political subdivision of the State of Texas, relating to the Highway 6 County Jail,

WITNESSETH:

WHEREAS, the College, in need of clinical facilities for observations of procedures and the teaching of students enrolled in its Allied Health Program of Certified Medical Assisting hereinafter referred to as Programs, and has expressed its interest in conducting programs at the Facility.

WHEREAS, the Facility has clinical facilities appropriate for use in teaching the Programs to students.

WHEREAS, exposing students to correctional healthcare opportunities will assist the Facility in its efforts to recruit medical personnel in the future.

NOW, THEREFORE, for and in consideration of the individual and mutual promises of the parties hereinafter set forth, it is agreed by and between the parties hereto as follows:

SECTION I

The College agrees to:

1. be responsible for and will directly control the educational Programs, including responsibility for student supervision, while using the clinical facilities of the Facility, including compliance training concerning Protected Health Information as described by the Health Insurance Portability and Accountability Act (HIPAA) of 1996;
2. provide qualified instructors who will coordinate clinical assignments with the Facility, provide copies of the current course objectives, outlines or schedules as relevant to the clinical training Programs. Faculty will retain final responsibility for assigning grades. The sole responsibility of the Facility in such respect shall be to provide evaluations of each student on the evaluation forms provided by the school;
3. conduct other administrative and educational activities of the Programs according to the established policies of the College. These include provision for student health, keeping records of student's experience, such as records of rotations, attendance, and proficiency; and evaluation and counseling of students with regard to performance;
4. maintain professional liability coverage for students in clinical learning assignments (1 million per student per occurrence);

5. provide the affiliate agency and the student with written schedules, prior to each semester/term, indicating the clinical units to which students will be assigned, numbers of students, days, hours of clinical experience, student responsibilities, objectives, assignments, suggested activities, and evaluation tools;
6. cooperate with the Facility's departments through the department heads or their duly authorized representatives in selecting clients to be cared for by its students and/or other learning experiences;
7. cooperate with and participate in the Facility's in-service programs, particularly those which bring about understanding of the Programs of the College;
8. abide by the policies of the Facility while using its facilities and meet the standards for client care of the agency;
9. assume the responsibility for equipment that is broken or damaged due to negligence by College instructors or students while using the Facility's facilities in the conduct of the Programs;
10. provide whatever reference books, periodicals, equipment, supplies, and materials that may be needed for its educational Programs; it will be responsible for storing them in the place mutually agreed upon, for maintaining them, and for protecting them against loss or damage;
11. only insofar as it is authorized by law to do so, indemnify and hold the Facility harmless from liability for claims for personal injury, death or property damage, including reasonable and necessary expenses and attorney's fees, arising solely from the negligence of the College, its agents, employees or students, if such negligence occurs in connection with this training Programs;
12. inform students of the Facility and College policies regarding the student's financial responsibility for clinical related illnesses and/or accidents;
13. have each student provided his/her own transportation, living arrangements, uniforms (if required) and meals;
14. students and faculty of the College shall not be deemed to be employees of the Facility nor shall employees of the Facility be deemed to be employees of the College for purposes of compensation or benefits or within the terms of the Federal or state statutes or regulations relating to fair labor practices, workmen's compensation, unemployment compensation or the withholding of income taxes and social security taxes. This provision shall not be deemed to prohibit the employment of any student or faculty member of the College by the Facility under a separate employment agreement or to prohibit the employment by the College of any employee of the Facility under a separate employment agreement;
15. in the performance of their respective duties and obligations under this contract, College and Facility are each independent contracting parties, and neither is the agent, employee, or servant of the other. Neither is there compensation between parties. Each is liable only for its own conduct and responsibilities.

16. background checks: College will, at either College or Program Participant's expense, prior to Program Participant's presentation at Facility, complete a background check on each Program Participant. If Program Participants are on-site at Facility prior to the execution of this Agreement, College will immediately conduct a retrospective background check on these Program Participants. The background check for student Program Participants will include:

- (i) Social Security number verification;
- (ii) Criminal search (7 years or up to 5 criminal searches);
- (iii) Employment verification to include reason for separation and eligibility for re-employment for each employer for 7 years (not required for students younger than 21);
- (iv) Violent Sexual Offender and Predator Registry search;
- (v) HHS/OIG list of excluded individuals or entities;
- (vi) GSA list of parties excluded from federal Programs;
- (vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), list of Specially Designated Nationals (SDN);
- (viii) Texas Medicaid list.

The background check for staff and faculty Program Participants, if licensed or certified caregivers, will include all of the above and, in addition, will include:

- (i) Education verification (highest level);
- (ii) Professional license verification;
- (iii) Certification and designations check;
- (iv) Professional disciplinary action search;
- (v) Department of Motor Vehicle driving history, based on responsibilities.

If the background check discloses adverse information, College will immediately remove Program Participant from the Facility. One week prior to any Program Participant reporting for work at Facility, College will give Facility either:

- (i) a copy of the investigation results; or
- (ii) an attestation, compliant with Facility's policies, that the background check is completed and meets Facility's requirements
- (iii) College will allow Facility to randomly audit its student files for the purpose of JCAHO preparation.

The McLennan County Sheriff's Office will require that it be allowed to conduct its own criminal background check of all program participants or staff that are going to be allowed within the Facility. Every program participant or college staff-person must sign a consent form allowing this background check. The McLennan County Sheriff's Office retains the sole discretion to determine whether or not a program participant or college staff-person will be allowed into the Facility.

17. Bloodborne pathogen: College will ensure that all Program Participants who may be at risk for occupational exposure to blood or other potentially infectious materials will be:

- (i) Trained in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Bloodborne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991;
- (ii) Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other Bloodborne pathogens;
- (iii) Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices and personal protective equipment;
- (iv) Provided information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated;
- (v) Vaccinated for HBV or have begun the vaccination series for HBV or have signed a refusal to acquire HBV vaccination; and
- (vi) Ensure that proper follow-up evaluation is provided following any exposure incident.

18. Drug Screening: As a condition of referring any student of College to Facility to provide services to Facility and immediately prior to student providing any such services, College agrees to require student to undergo a substance abuse test to test student for the presence of alcohol, drugs, or controlled substances, except to the extent prohibited by law. Drug panel includes but is not limited to, Amphetamines, Benzodiazepines, Marijuana, Methaqualone, Phencyclidine, Barbiturates, Cocaine, Methadone, Opiates, Propoxyphene. In any case, College agrees not to refer any student to Facility to provide services to Facility if student has not undergone a criminal background check and a substance abuse test. If such substance abuse tests, (including any re-tests) reveals that student is currently engaging in the illegal use of drugs, is otherwise impaired and unable to perform one or more essential functions of his or her job with or without any reasonable accommodation as may be required by law, or poses a direct threat to the health or safety of student or others, College agrees not to refer such student to Facility to provide services to Facility. College further agrees not to refer to Facility any student who College knows or has reason to know has illegally used, manufactured, distributed, dispensed, possessed, purchased, or been under the influence of drugs (excluding student who is participating in or has successfully completed a supervised drug rehabilitation program or has otherwise been successfully rehabilitated and no longer engaging in such use); has ever been under the influence of inhalants in the workplace; has ever failed to meet the qualification standards for a job because of the illegal use of drugs or the use of alcohol or inhalants; poses a direct threat to the health or safety of student or others; or has been convicted of a drug-related crime. College agrees to use the services of a licensed health care professional and laboratory in conducting the substance abuse test and to obtain the consent and waiver of liability of student to any such testing. The College agrees and represents that such tests will be conducted in accordance with the Americans with Disabilities Act and other applicable laws and agrees to indemnify and hold harmless the Facility from and against any damages arising out of or relating to the failure to comply with such laws.

19. Immunization: conduct other administrative and educational activities of the Programs according to the established policies of the College. These include providing Facility documentation of student immunizations required by law including varicella, diphtheria – tetanus, measles – mumps – rubella, and the hepatitis B series, keeping records of student's

experience, such as records of rotations, attendance, and proficiency; and evaluation and counseling of students with regard to performance;

SECTION II

The Facility agrees to:

1. make its facilities available for the Programs for the number of students agreed upon each year. Consideration for the needs of other teaching Programs in which the Facility participates will be a major factor considered in designating the number of students to be assigned to a particular clinical unit. A responsibility of the Facility shall also be to provide evaluations of each student on the evaluation forms provided by the College and to supervise students according to the policies set forth by the program;
2. retain responsibility for the services to its clients;
3. maintain a staff which shall be numerically sufficient and adequately qualified to meet standards commonly accepted for efficient Facility management. A qualified staff member shall be responsible for each unit where students are given assignments;
4. allow time for the appropriate Department Director and his/her staff to cooperate and plan with the College instructors as needed to ensure effective care for the clients while arranging for the laboratory assignments of the students;
5. make available the use of conference rooms in or near each clinical unit being used for teaching purposes;
6. allow teaching equipment owned by the Facility to be used in the teaching Programs provided such use is limited to the premises of the Facility;
7. provide suitable lounge and restrooms for students assigned to clinical practice in the Facility;
8. permit the students and instructors, at their own expense, to use the cafeteria facilities in the Facility (if available);
9. assume the cost of equipment that is broken or damaged in its normal use, excluding that which was damaged by negligence of the student in Section I, Paragraph 9;
10. only insofar as it is authorized by law to do so, indemnify and save the College harmless from any and all liability, be it property damage or personal injury to any person, resulting from sole negligence of the Facility, its agents or employees. In the event there is joint negligence on the part of the Facility, its agents or employees and the College, its agents, or employees, and liability is incurred, the Facility and the College shall be individually liable on a comparative negligence basis;
11. provide emergency medical and nursing care necessary to students, faculty members, or other College personnel connected with the Programs while they are at the Facility; provided such care is necessary from the performance of their clinical training. This

shall be made available through the regular Facility procedure of handling emergencies and will be the responsibility of the student to reimburse the Facility for services. The services will be reported to the College through whatever person the College may designate for this purpose;

12. The Facility shall have the authority to bar any program participant or college staff-person from the Facility. Unless due to new criminal charges or a serious or repeated violation of Facility security or safety rules, the Facility will endeavor to discuss the individual's continued participation with Program officials before barring the individual.

SECTION III

The College and the Facility shall:

1. cooperate in promoting their mutual interest in the Programs and in client care;
2. maintain regular contact between designated Program officials and designated Facility officials for the purpose of planning, sharing information, and resolving problems.

SECTION IV

Terms of the contract:

1. This Agreement is to continue in force each year unless either party submits written request for withdrawal or change for the next year. In this case, the terms of the Agreement shall continue to be in full force and effect until STUDENTS in a current clinical rotation complete said rotation.
2. Notice to terminate or change this Agreement must be served at least six (6) months prior to the beginning of the contract year for which termination or change is desired.
3. Facility may suspend or terminate this Agreement immediately upon repeated violations of Facility security and safety rules.

Neither McLennan Community College nor the Facility will discriminate on the basis of sex, age, handicap, race, color and national origin in its educational and vocational Programs, activities, or employment as required by Title IX, Section 504 and Title VI.

McLENNAN COMMUNITY COLLEGE
WACO, TEXAS

D. Balms 9/28/16

Donald C. Balms, DMA Date
Vice President, Instruction

McLennan County, Texas

By: *Scott M. Felton*
Scott M. Felton, County Judge
10/18/16

Approved:

Parnell McNamara
Parnell McNamara, Sheriff

Attest:

Myrcetez Dow
County Clerk or Deputy Clerk

Date: 10/18/16

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By Myrcetez Gowen (EP/IT)

ORDER APPROVING:

**AUTHORIZATION OF CUSTOMER SERVICE AGREEMENT:
UNIFIRST (RE: MAINTENANCE OF BUILDINGS)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Customer Service Agreements: UniFirst (re: Maintenance of Buildings). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Gibson. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

REQUIREMENTS SUPPLIED: The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE: UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards. If non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL: This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 52 weeks and installation of Merchandise (for new customers) or any renewal date. This Agreement will be deemed automatically renewed for multiple consecutive 52 week periods unless Customer notifies UniFirst in writing of its intent to terminate this Agreement at least 60 days prior to the expiration date of the current term. *Renewal fee of \$100 per week will be assessed for additional 12 week periods upon consent of both parties.*

PRICES AND PAYMENTS: All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list (replacement) prices then in effect. An authorized Customer representative is not available to receive and acknowledge delivery of Merchandise. Customer authorizes UniFirst to make delivery and assume responsibility for related charges/invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUR0000SAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice only notified on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notice.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge card holder, per standard terms. A late charge of 1.125% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE: Customer's invoice may include a DEFE charge to cover all or portions of certain expenses including:
D = DELIVERY, or expenses associated with the actual delivery of services and products to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
E = ENVIRONMENTAL, or expenses (past, present and future) that are not absorbed or related to wastewater treatment, purification, effluent control, solids disposal, supplies and equipment for pollution control and energy conservation and overall regulatory compliance.
F = FUEL, of the gas, diesel fuel and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.
E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas driers, plus other local utility charges.

MERCHANDISE: Customer acknowledges that Merchandise supplied to for general occupational use and, except as expressly specified below, affords no special use protections.

Flame Resistant: If the Merchandise supplied is designated as flame resistant (FR), it is intended only to prevent the ignition and burning of fabric away from the point of high heat engagement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility: If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that use and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food Related: Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or their processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional "dry bagging" is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has ultimately and independently determined and selected the make, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employee while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, ink or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items that in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. Costs and fees are defined as all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorneys' fees.

MISCELLANEOUS: The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

FILED: OCT 18 2018

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

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES AGREEMENT AND
RELATED GEOTECHNICAL INVESTIGATION PROPOSAL: LANGERMAN
FOSTER ENGINEERING COMPANY (RE: BATTLE LAKE / OLD WACO
ROAD PAVEMENT - PROPOSAL NO. GEO 16-092R1)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Professional Services Agreement and related Geotechnical Investigation Proposal: Langerman Foster Engineering Company (re: Battle Lake / Old Waco Road Pavement - Proposal No. GEO 16-092R1). After discussion, Commissioner Gibson 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



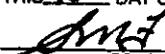
**LANGERMAN FOSTER
ENGINEERING COMPANY**

October 14, 2016

McLennan County, Texas

Attention: Steve Hendrick, PE, County Engineer

Reference: Geotechnical Investigation Proposal
Battle Lake/Old Waco Road Pavement
Hallsburg, Texas
LFE Proposal No. GEO 16-092R2

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16

COUNTY JUDGE

We are pleased to submit this revised proposal for geotechnical services for the referenced project. As requested and discussed, changes were made to the Agreement language.

The scope of services and costs summarized in this proposal are based on information provided by you. In general accordance with state rules regarding procurement of engineering services for government entities, we understand that we have been selected for this project based on our qualifications and that we are entering the second phase of the two-step procurement process.

Project Details and Purpose

LFE understands that Battle Lake/Old Waco Road has significant maintenance issues, and that McLennan County has applied various remedies to improve the pavement performance. Expansive soil swelling and shrinking is believed to be the primary cause of the poor performance, although other factors such as construction quality should be considered. LFE understands that the County has deemed the various remedies to have generally been less than successful. Based on rough measurements with Google Earth, the total project length is about 8 miles.

The general purpose of our services for this project is to provide pavement design and construction recommendation options that allow the County to better evaluate the performance risks vs the initial costs of various pavement design options.

LFE Services

28 Bores were requested, with an option for 30 total. The previous proposal recommended a total of about 75 bores. One or more backhoe excavations were also requested somewhere between Hwy 6 and Half Drive, citing this area as being especially problematic.

Half the borings would extend about 10 feet each, and ½ about 5 feet. The actual depth may vary depending in part on the field conditions encountered. This proposal assumes that the county will provide traffic control. The drilling procedure would be generally as follows:

- The existing pavement would be augered, and the thickness measured.
- Continuous sampling would be generally attempted below the pavement using push tubes.
- Observations for subsurface water would be done while drilling. The proposal assumes easy truck access to the boring locations.
- Bores would be backfilled upon completion, and capped with cold mix asphalt or ready mix concrete.

As requested, sampling by backhoe between Hwy 6 and Hall Drive is also included. This estimate assumes that the county will provide the backhoe and operator, and LFE will provide a technician to sample and conduct measurements.

After drilling and backhoe sampling, laboratory tests will be done to evaluate the classification, strength, and volume change potential of the predominant subsurface materials observed in the borings. Typical laboratory tests may include Atterberg limits (average 2 per bore), -200 mesh sieves (average 2 per bore), swell tests (5), and strength testing. Sulfate detection tests are planned on average for every other bore for evaluating options for lime stabilization. However, pH or other tests to determine the % of lime that may be needed are not included in this proposal. The actual testing may vary depending in part on what is encountered in the field.

A Texas licensed Professional Engineer will coordinate the study, analyze the results of the field and laboratory information, and provide a report with the following:

1. Description of field operations and laboratory tests;
2. Description of subsurface materials and conditions including boring logs;
3. Short-term groundwater observations during drilling operations. These observations will consist strictly of noting the depth at which water is encountered during dry drilling and must not be interpreted as a "groundwater study";

4. Geotechnical design criteria as follows:

- Volume change estimates of expansive soils (Potential Vertical Rise)
- Flexible and rigid pavement thickness recommendations
- Discussion of performance risk with the pavement thickness options

5. General earthwork and construction criteria including geotechnical material specifications.

The previous proposal suggested having the LFE draft report peer reviewed. This revised proposal does not include peer review. Please let us know if peer review should be included.

Underground Utilities

We will contact the Texas 811 system for utility locations, and will notify the county for approving the drilling location prior to drilling. However, be aware that the Texas 811 system only locates buried utilities within existing public easement and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located by the County. We can provide the name of a private utility locator that the County can retain directly for these services, if needed. LFE is not responsible for damaging subsurface utilities when drilling at an approved drilling location.

Fee Estimate

The services described in this proposal will be performed for a **lump sum cost of \$23,480**. This cost estimate will not be exceeded without prior approval from the CLIENT. The parties may subsequently agree in writing to provide additional services under this AGREEMENT for additional, negotiated compensation.

The fee estimate assumes that this proposal and attached Agreement will be used to govern our involvement in the project with only minor changes. For a different contract, or if the Client requires significant other paperwork and signings as part of the project, LFE may need to adjust the proposed fee to account for the additional administrative time and associated costs.

As noted previously, the engineering time included in the fee is what is projected by LFE to produce the report. However, this project may require hours of 'soft' engineering time, such as the engineer may need to or be asked to attend meetings requested by the County to discuss and explain the services and recommendations being provided. We do not know how to project such additional hours, and respectfully request that the County be willing to discuss such costs if and when they can be projected. Straight engineering time is currently \$140 per hour.

Information Requested From Others

If available, we respectfully request the following project information to improve the basis for developing recommendations:

- Existing geotechnical reports and other technical studies;
- A general timeline of significant construction work that has been done;
- A general description of the significant construction work that has been done;
- An opinion of the post-construction performance;
- An opinion of which construction work produced better results;
- A description of known or suspected problem areas, along with a description of the primary issues (such as apparent swelling, or settlement, or rutting, or ponding water/poor drainage, extensive cracking);
- Information about known or suspected subsurface water problems;
- A general description of where are the better performing sections;
- An opinion of the County's experience on this or other projects generally east of IH-35 with
 - Geogrid
 - Cement Treated Base (pug)
 - Lime stabilized subgrade
 - Other stabilizing agents
 - Removing and replacing fat clay subgrade with better material

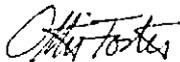
Authorization

If this proposal with the following Agreement is acceptable, please sign, date and complete the requested information in the space at the end of the Agreement and return via email one set for our files. We are prepared to put the project on our drilling schedule with verbal approval of this contract pending a signature. Verbal requests to proceed constitute approval of this contract, although a signed copy is also required.

We look forward to working with you on this project. Please call me if you have any questions.

Regards,

LANGERMAN FOSTER ENGINEERING COMPANY, LLC
Texas Registered Engineering Firm No. F-13144



Ottis Foster, P.E.
Principal / Geotechnical Engineer

Attachment: Professional Services Agreement

Professional Services Agreement – Revised Specifically for McLennan County

This agreement is between Langerman Foster Engineering Company, LLC (hereafter termed CONSULTANT) and McLennan County (hereafter termed CLIENT). CLIENT employs CONSULTANT to provide engineering and related services in connection with the CLIENT's project, described as follows and hereinafter referred to as THE PROJECT.

Project Description:

Battle Lake/Old Waco Road Pavement, as described in LFE Proposal No. GEO 16-092R2, Dated October 14, 2016

Services shall be provided in general accordance with the accompanying proposal, which is part of this Agreement.

1.0 SERVICES. CONSULTANT WILL:

- 1.1 Endeavor to act for CLIENT using that degree of care and skill (standard of care) ordinarily exercised by competent engineering consultants practicing in the same or similar locality of THE PROJECT site.
- 1.2 Perform the proposed services under the general direction of a licensed Professional Engineer.
- 1.3 Provide written reports in electronic format only. Additional hardcopy reports may be provided upon request at negotiated cost.
- 1.4 Retain pertinent records relating to the services performed for five years following submission of the report, during which period the records can be made available upon request to CLIENT during normal office hours.
- 1.5 Be responsible for the safe conduct only of CONSULTANT's employees on the site, but not for the safe conduct or safety of any others.
- 1.6 Retain samples for a period of no longer than 30 days after issuing any document that includes the data obtained from the samples.
- 1.7 Contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easements and right-of-ways. All private on-site utilities such as irrigation lines, fire lines, electric lines, gas lines, and any other underground features (if any) must be located at the site and clearly marked by CLIENT. We can provide names of private utility locaters that CLIENT can retain directly for these services. CONSULTANT will not be responsible for damages to any underground utilities that are not located and clearly marked at the site by CLIENT.

2.0 CLIENT'S RESPONSIBILITIES. CLIENT WILL:

- 2.1 Provide CONSULTANT full information regarding the project for the proper performance of CONSULTANT, including hardcopies or electronic copies of the most recent plans and specifications, addenda, change orders, and other such information.
- 2.2 Furnish right of entry onto THE PROJECT site for CONSULTANT or CONSULTANT'S representatives to provide CONSULTANT'S services.
- 2.3 Inform the CONSULTANT of the presence or suspected presence of hazardous materials, agreeing to the conditions set forth in 7.1 through 7.4 herein.
- 2.4 Promptly inform CONSULTANT of any actual or suspected defects in CONSULTANT'S services, to help CONSULTANT take corrective measures that in CONSULTANT'S opinion will help minimize the consequences of any such defect.
- 2.5 Use the research methods agreed to by the American Society of Civil Engineers, American Institute of Architects, and others as published in the document Recommended Practice for Design Professionals Engages as Experts in the Resolution of Construction Industry Disputes to define the Standard of Care referenced in 1.1.
- 2.6 Be responsible for jobsite safety, except CONSULTANT shall be responsible for safety of CONSULTANT'S employees.
- 2.7 Be responsible for all permits and approvals necessary for CONSULTANT'S services, unless CONSULTANT assumes this responsibility in the Proposal.

3.0 GENERAL CONDITIONS:

- 3.1 By the performance of the herein described services, CONSULTANT does not in any way assume, change, or abrogate any of those duties, responsibilities or authorities with regard to THE PROJECT customarily vested in THE PROJECT architects, design engineers, or other design agencies or authorities.
- 3.2 CONSULTANT is not responsible for acts or omissions of other parties involved in THE PROJECT or the failure of any contractor or subcontractor to construct any item of THE PROJECT in accordance with the CONSULTANT's recommendations.
- 3.3 This Agreement may be terminated by either party upon receipt of written notice by the other party or by mutual agreement. CONSULTANT shall be paid in full for services performed to the termination date, including services required to properly terminate CONSULTANT's project involvement. CLIENT can be provided, upon request and for appropriate compensation, a report of services completed prior to termination.
- 3.4 Neither CLIENT nor CONSULTANT may transfer duties or interest in the Agreement without the written consent of the other party.
- 3.5 If during the course of the performance of this agreement, conditions or circumstances are discovered, which were not contemplated by CONSULTANT at the commencement of this agreement, CONSULTANT shall notify CLIENT of the newly discovered conditions or circumstances and CLIENT and CONSULTANT shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, CONSULTANT may terminate this Agreement and CONSULTANT shall be paid for its services through the date of termination.
- 3.6 Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control, such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of legislative, administrative, or judicial entity; acts of CLIENT'S separate contractors and consultants; wars; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

4.0 CONSIDERATIONS FOR GEOTECHNICAL ENGINEERING SERVICES:

- 4.1 CLIENT shall provide CONSULTANT full information regarding the structure(s) to be constructed on THE PROJECT site, magnitudes and configurations of foundation loads, permissible settlements, planned cuts and fills, proximity to adjacent structures, and other information for the proper performance of CONSULTANT.
- 4.2 Be aware that heavy equipment will likely be used to conduct the field operations and that such equipment use generally results in some alteration of existing conditions. CLIENT agrees to hold harmless CONSULTANT for such alteration to Client's own property, and to property upon which CONSULTANT was required or directed to access by the CLIENT and/or his authorized representatives for this project. CONSULTANT will attempt to limit such alteration but will not restore the site to its original condition unless a separate agreement is made for such restoration at additional cost prior to such alteration.
- 4.3 LFE shall call 811 and shall coordinate with county personnel regarding utility locations. LFE is not responsible for damage to utilities when drilling at an approved location.
- 4.4 LFE does not provide environmental services, and is not responsible for environmental issues. LFE does not know whether environmental services may be appropriate or required for this project. Client should engage an environmental professional to evaluate whether such services are appropriate and/or necessary, and to provide such services when so deemed.

5.0 INSURANCE AND LIMITATION OF LIABILITY:

- 5.1 CONSULTANT shall have insurance to protect CONSULTANT from claims against CONSULTANT for accidental bodily injury, death or property damage as may arise from the performance of services made under this agreement. CONSULTANT will provide proof of such insurance to CLIENT upon CLIENT's request.
- 5.2 To the fullest extent permitted by law, the total liability of CONSULTANT arising out of or related to this Agreement, whether based in contract or tort, shall be limited to \$50,000 or the amount of compensation received for services, whichever is greater. This limitation of liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of services performed under this Agreement. Greater amounts of coverage can be provided at additional cost to be negotiated with the CLIENT and agreed to in writing. CLIENT agrees this limitation of liability extends to those individuals and organizations CONSULTANT retains for execution of its services, including CONSULTANT's officers, employees, their heirs and assigns, agents, subconsultants, and subcontractors.
- 5.3 CLIENT agrees that any claim for damages filed against CONSULTANT will be filed solely against CONSULTANT or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part.
- 5.4 Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal, nor consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party.

6.0 CONFIDENTIALITY:

- 6.1 All reports and/or information derived as part of CONSULTANT's services shall be the joint property of the CLIENT and the CONSULTANT.
- 6.2 The CONSULTANT agrees to consider all reports confidential, and will distribute reports only to those persons or entities so directed by the CLIENT with the exceptions noted in Article 6.3 and 6.4.
- 6.3 Any information derived as part of CONSULTANT's services may be released to government authorities when a public safety hazard is perceived to exist, when required by law, and to the necessary parties when CONSULTANT must protect itself from civil claims.
- 6.4 Information obtained from CONSULTANT's services may be used by CONSULTANT for technical studies and presentations intended to advance the art and science of engineering, while preserving CLIENT confidentiality.
- 6.5 The CONSULTANT's reports, findings, and recommendations are for the CLIENT'S sole use and shall not be transferred or sold to others without the knowledge and consent of the CONSULTANT.

7.0 UNANTICIPATED HAZARDOUS MATERIALS AND CONDITIONS:

- 7.1 The CLIENT understands that hazardous materials or conditions on or beneath the surface of a site create extraordinary risks for CONSULTANT including the need for precautions to protect the health and safety of its personnel and to comply with applicable laws and regulations.
- 7.2 CLIENT agrees that the notification to CONSULTANT of known or the discovery by CONSULTANT of unanticipated, hazardous materials or conditions constitutes a changed condition mandating a renegotiation of the scope of work for THE PROJECT or termination of services.
- 7.3 The discovery of unanticipated hazardous materials or conditions may result in a significant reduction of the CLIENT's property value or the OWNER's value if THE PROJECT site is owned by others. Since the CONSULTANT is in no way responsible for the presence of these unanticipated materials or conditions, CLIENT agrees to waive any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury, loss, or damages arising from the referenced discovery.

8.0 PAYMENT:

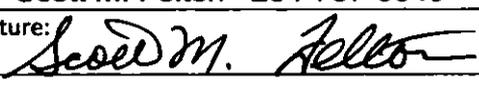
- 8.1 Invoices will be provided in electronic format based on the proposal and/or attached fee schedule. Invoices will be presented at the project completion or monthly and are due in full upon receipt. Invoices are past due net 15 days. CONSULTANT shall be notified within 15 days of receiving an invoice if CLIENT disputes the invoice, but CLIENT shall pay the portion of the invoice that is not in dispute within the usual time frame. CLIENT agrees to pay CONSULTANT late charges of one and one-half (1½) percent per month, or up to the legal limit if less, on the unpaid balance.
- 8.2 CLIENT agrees that invoices will be paid without requiring any other signings, documents, or representations except for the reports stated in Article 1.3, unless agreed to in writing prior to CONSULTANT providing services.
- 8.3 CLIENT agrees to pay CONSULTANT regardless of whether CLIENT is expecting, has received, or has not received payment from others for the Project.

9.0 EXTENT OF AGREEMENT AND APPLICABLE LAW:

- 9.1 The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations, or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and CONSULTANT.
- 9.2 The Agreement shall be governed by the laws of the State of Texas. Any disputes arising from this agreement shall be performed in McLennan County, Texas and the CLIENT agrees to waive the right to sue elsewhere.
- 9.3 If any part of this Agreement is deemed invalid in a court of law or otherwise, all remaining parts shall remain in force.
- 9.4 Unless previously accepted in writing, this Agreement is withdrawn automatically on the 30th day after issue, but may be accepted thereafter by CONSULTANT at its discretion.

This agreement is entered into by the undersigned on behalf of the company noted, or in the case of a CLIENT who is an individual, then by the signature of that individual. When signing for a company, the person signing below attests that they are authorized to act on behalf of that Company.

PROJECT: BATTLE LAKE/OLD WACO ROAD PAVEMENT, HALLSBURG, GEO 16-092R2

| | |
|---|--------------------------|
| Client Representative Name and Phone: Scott M. Felton 254-757-5049 | |
| Signature:  | Date: 10/18/16 |
| Title: McLennan County Judge | |
| Client Company Name (full legal name): McLennan County | |
| Email Address for Receiving Reports, Invoices, and other Communications: steve.hendrick@co.mclennan.tx.us | |
| Physical Address: 215 N. 5th Street, Ste 130, Waco, Texas 76701 | |

CONSULTANT: LANGERMAN FOSTER ENGINEERING COMPANY, LLC

| | |
|--|----------------------------------|
| Printed Name: Ottis Foster, P.E. | |
| Signature:  | Date: October 14, 2016 |
| Title: Principal | |

 FILED: **OCT 18 2016**

AGENDA: OCTOBER 18, 2016

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

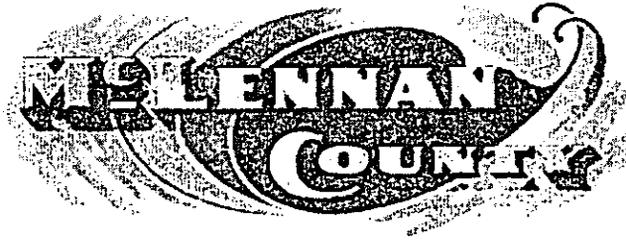
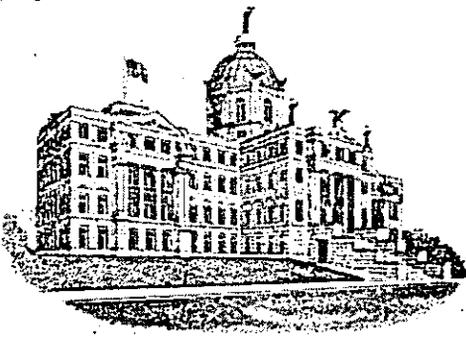
1. Authorization of Roof Consultant Appointment: The Wallace Group **Approved**
(re: Annex Building Roof Repair)

CD-410, 9:49

ORDER APPROVING:

**AUTHORIZATION OF ROOF CONSULTANT APPOINTMENT:
THE WALLACE GROUP (RE: ANNEX BUILDING ROOF REPAIR)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Roof Consultant Appointment: The Wallace Group (re: Annex Building Roof Repair). After discussion, Commissioner Jones made a motion to approve the appointment 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



WACO, TEXAS

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

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

October 18, 2016

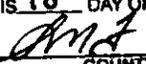
Re: Appointment of Bruce Thacker

Commissioners,

The Court may recall, we appointed Wallace Group - Bruce Thacker as our Consultant on evaluating the roofs through-out the County. We have an area on the Annex Building that has been leaking and caused a duct sensor to short out. It is an area that has been Red Tagged by the fire marshal. We need to repair the roof area before installing a new duct sensor. The estimate for the repair is well under the bid limit. We are looking to get quotes on the repair. We ask that the Commissioners appoint Wallace Group - Bruce Thacker as our Consultant on the repair of the roof at the Annex Building for a fee of \$1200.00. We respectfully bring this to the Commissioners Court for your consideration.

Thank You,

Ken Bass

APPOINTMENT
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16

COUNTY JUDGE

Note from Hershel on Annex Roof

Ken,

Just recently my department had to purchase a new fire alarm panel for the Annex building. This was due largely in part to a duct sensor that went bad and shorting out the fire alarm panel. We found that the duct sensor for the air handler unit on the fourth floor of the Annex was damaged to water leaks from the roof in the past and the ongoing leaks we have now.. The fire laws require that we have an acting duct sensor for the air handler unit. After visiting with my fire alarm vendor we have since installed a fire alarm panel for the Annex building. The fire marshal has agreed to let us install the fire panel but has red tagged the duct sensor until we purchase and install a new duct sensor. He did ask that we get a new duct sensor installed as soon as we could. He is aware of the roof leak and the proper protocol we have to follow. Please note that the equipment room will be used again very soon for upcoming trials for the DA. It is highly recommended that the roof be repaired as soon as possible.

Sincerely,

Herschel Miller
Building Facilities Director
McLennan County
Phone 254-757-5085

FILED: OCT 18 2016

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

AGENDA: OCTOBER 18, 2016

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

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

1. Authorization of Deed Without Warranty / Authorization to Convey Undivided Interest to Waco I.S.D. (re: MCAD # 48043400002005: Lot 4, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas) **Deferred**

CD-410, 9:51

ORDER DEFERRING:

**AUTHORIZATION OF DEED WITHOUT WARRANTY / AUTHORIZATION
TO CONVEY UNDIVIDED INTEREST TO WACO I.S.D.
(RE: MCAD # 48043400002005: LOT 4, BLOCK 3, J. WEISMAN
ADDITION, CITY OF WACO, MCLENNAN COUNTY, TEXAS)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Deed Without Warranty / Authorization to Convey Undivided Interest to Waco I.S.D. (re: MCAD # 48043400002005: Lot 4, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas). After discussion, Commissioner Gibson made a motion defer 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

AGENDA: OCTOBER 18, 2016

K. Grants / Grant Proposals:

1. Regarding the Texas Indigent Defense Commission FY 17 Formula Grant: Authorization re: Submission of Grant Application and related Resolution **Approved**

2. Acceptance of FY 16 State Homeland Security Grant Awards:
 - a. Regarding Bomb Squad PPE and Operational Equipment for the Sheriff's Office (Grant # 3107001) **Approved**

 - b. Regarding the Voter Receiver for McLennan County (Grant # 3109401) **Approved**

3. Regarding the State Criminal Alien Assistance Program (SCAAP): Acceptance of FY 16 Grant Award **Approved**

4. Regarding the Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Program: Acceptance of Grant Award **Approved**

CD-410, 9:52

ORDER APPROVING:

**AUTHORIZATION RE: SUBMISSION OF GRANT
APPLICATION AND RELATED RESOLUTION:**

**RE: THE TEXAS INDIGENT DEFENSE COMMISSION
FY 17 FORMULA GRANT**

On this the 18 day of October, 2016, came on for consideration the matter Regarding the Texas Indigent Defense Commission FY 17 Formula Grant: Authorization re: Submission of Grant Application and related Resolution. After discussion, 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



TEXAS INDIGENT DEFENSE COMMISSION

Received

SEP 27 2016

McLennan County Judge

September 19, 2016

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

VICE CHAIR:
The Honorable Olen Underwood

EX OFFICIO MEMBERS:
The Honorable Sharon Keller
The Honorable Nathan Hecht
The Honorable Sherry Radack
The Honorable Brandon Creighton
The Honorable John Whitmire
The Honorable Abel Herrero
The Honorable Andrew Murr

MEMBERS APPOINTED BY GOVERNOR:
The Honorable Olen Underwood
The Honorable Jon Burrows
The Honorable Linda Rodriguez
Mr. Anthony Odiome
Mr. Don Hase

EXECUTIVE DIRECTOR:
James D. Bethke

The Honorable Scott M Felton
McLennan County Judge
501 Washington Ave

Re: FY17 Formula Grant Request for Applications

Dear Judge Felton:

The Texas Indigent Defense Commission announces the attached FY17 Formula Grant Request for Applications (RFA). **Applications are due November 15, 2016.** The attached packet provides information on what is needed for counties to obtain the FY17 Formula Grant funds.

The local administrative judges and chairs of Juvenile Boards should have already submitted their biennial indigent defense plans prior to November 2, 2015 through our on-line system. Commission staff will continue to work with counties to ensure that all of the statutory and Commission required elements are included in each plan. Also, financial officers must submit their Indigent Defense Expense Report by November 1, 2016. Both of these requirements are directed in Texas Government Code §79.036 must be met before FY17 formula grant payments are issued.

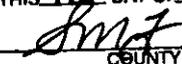
This FY17 Formula Grant packet is sent to all 254 constitutional county judges. A courtesy letter will be sent to all local administrative district and statutory judges and county financial officers informing them of the formula grant program. The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov. The rules and the RFA establish the guidelines for the administration of grant funds and application submission process for FY17.

Please contact Edwin Colfax, Grant Program Manager at ecolfax@tidc.texas.gov or toll free in Texas at (866) 499-0656, if you have any questions about the FY17 Formula Grant or the application process.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Enclosed: FY17 Formula Grant RFA

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16

COUNTY JUDGE



TEXAS INDIGENT DEFENSE COMMISSION

209 West 14th Street, Suite 202, Austin, Texas 78701

Phone: 512-936-6994, Fax: 512-463-5724

www.tidc.texas.gov

**FY2017 Formula Grant Program
Request for Applications (RFA)**

Issued September 2016

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2017 must be submitted on-line **by November 15, 2016**. The grant period is October 1, 2016 through September 30, 2017.

Total FY 2017 Formula Grant Amount Budgeted: \$24,000,000

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2016 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans must be submitted by November 1, 2015. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly court activity reporting requirements promulgated by the Texas Judicial Council as of August 31, 2016—reports for September 2015 through August 2016 are due not later than September 2016. The reports must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$5,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique user name and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a user name and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (hcaspers@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide user names and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the PPRI Commission website at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2017" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Confirm the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the Commissioners Court.
- k. Please scan the resolution adopted by Commissioners Court and then upload it in the application page of the website **on or before the DUE DATE November 15, 2016**. Alternatively, you may email the resolution to Heather Caspers (hcaspers@ppri.tamu.edu) or fax it to 888-351-3485.

Contact Edwin Colfax, Grants Administrator, ecolfax@tidc.texas.gov or 512-463-2508 for questions.

Notice of Funding

- **Statement of Grant Award** — Statements of Grant Awards will be prepared as authorized by the Commission. These may include special conditions. The e-mail with the attached Statements of Grant Award will be directed to the official designated in the resolution adopted by the commissioners' court. The County will have thirty days to notify the grant administrator of errors or cancelation after receipt of the award.
- **Special Conditions** — The Commission may determine special conditions or authorize staff to apply the conditions on criteria set by the Commission (TAC 173.201). The Commission may develop special conditions that relate to expenditures, compliance with statutory requirements or standards adopted by the Commission.

- **Denial of Grant** — Counties not completing the grant application process or those not meeting minimum eligibility requirements will be notified by mail within 30 days following the Commission award meeting.

Use of Funds

Funds must be used to improve indigent defense systems. Attorney fees, investigator expenses, expert witness expenses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses. All funds must be spent in compliance with the following: Texas Administrative Code, Title 1 Administration, Part 8 Texas Judicial Council, Chapter 173 Indigent Defense Grants; and Texas Uniform Grant Management Standards.

Payments

Funds will be distributed in four (4) equal quarterly disbursements. Counties must have met all eligibility, spending, and grant condition requirements before receiving payments. Payments will be made quarterly for most counties. Some counties may have a special conditions related to meeting minimum spending requirements. These counties will receive funds only after a supplemental expenditure report establishes that they have spent the predetermined minimum amount stated in the special condition.

No payment shall be made from grant funds to a county until all special conditions have been met unless the special condition adopted by the Commission provides an alternative payment schedule or instructions for payment. Commission staff shall maintain documentation through electronic/paper files or correspondence to the county stating how the special condition was met.

Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Discretionary Regional or Sustainability Grants

Counties that receive discretionary grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the discretionary grant program.

Notification of Availability

This FY17 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

- (a) The commission shall:
 - (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
 - (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
 - (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Uniform Grant Management Standards (UGMS)

**2017 McLennan County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, McLennan County Commissioners Court has agreed that in the event of loss or misuse of the funds, McLennan County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 18th day of October, 2016.



Scott M Felton
McLennan County Judge

Attest:

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


By: Deputy County Clerk

FILED: OCT 18 2016

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

ORDER REGARDING:

**ACCEPTANCE OF FY 16 STATE HOMELAND SECURITY
GRANT AWARDS:**

**RE: BOMB SQUAD PPE AND OPERATIONAL EQUIPMENT FOR
THE SHERIFF'S OFFICE (GRANT # 3107001)**

On this the 18 day of October, 2016, came on for consideration the matter Acceptance of FY 16 State Homeland Security Grant Awards: Regarding Bomb Squad PPE and Operational Equipment for the Sheriff's Office (Grant # 3107001). After discussion, Commissioner Snell made a motion to approve K. 2. a. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Grant be, and the same is hereby, accepted by unanimous vote.

Regan Copeland

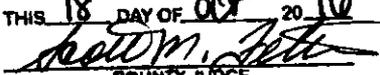
From: eGrants@gov.texas.gov
Sent: Tuesday, October 04, 2016 4:29 PM
To: regan.copeland@co.mclennan.tx.us; frankp@wacotx.gov;
monica.loredo@co.mclennan.tx.us
Cc: cindy.rafter@hot.cog.tx.us; harold.ferguson@hot.cog.tx.us; boyce.wilson@hot.cog.tx.us
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 3107001

It is a pleasure to inform you that your application for funding has been awarded!

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' page. In the 'Current Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

AWARD ACCEPTANCE
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16

COUNTY JUDGE

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--------------------------|--|-------------------------------|-------------|
| Grant Number: | 3107001 | Award Amount: | \$75,771.40 |
| Date Awarded: | PREVIEW - AWARD NOT ACTIVE | Grantee Cash Match: | \$0.00 |
| Grant Period: | 09/01/2016 - 10/31/2017 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 01/29/2018 | Total Project Cost: | \$75,771.40 |
| Program Fund: | HS-Homeland Security Grant Program (HSGP) | | |
| Grantee Name: | McLennan County | | |
| Project Title: | McLennan County - Bomb Squad PPE and Operational Equipment | | |
| Grant Manager: | Jaclyn Coles | | |
| DUNS Number: | 021619085 | | |

| | |
|--|---|
| CFDA: | 97.067 - Homeland Security Grant Program (HSGP) |
| Federal Awarding Agency: | U.S. Department of Homeland Security, Federal Emergency Management Agency |
| Federal Award Date: | 8/6/2016 |
| Federal/State Award ID Number: | EMW-2016-SS-00056 |
| Total Federal Award/State Funds Appropriated: | \$80,593,000.00 |
| Pass Thru Entity Name: | Texas Office of the Governor - Homeland Security Grants Division (HSGD) |
| Is the Award R&D: | No |

Federal/State Award Description: The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

FILED: OCT 18 2016!

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

ORDER REGARDING:

**ACCEPTANCE OF FY 16 STATE HOMELAND SECURITY
GRANT AWARDS:**

**RE: THE VOTER RECEIVER FOR MCLENNAN
COUNTY (GRANT # 3109401)**

On this the 18 day of October, 2016, came on for consideration the matter Acceptance of FY 16 State Homeland Security Grant Awards: Regarding the Voter Receiver for McLennan County (Grant # 3109401). After discussion, Commissioner Snell made a motion to approve K. 2. b. and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Grant be, and the same is hereby, accepted by unanimous vote.

Regan Copeland

From: eGrants@gov.texas.gov
Sent: Tuesday, October 04, 2016 4:36 PM
To: regan.copeland@co.mclennan.tx.us; frankp@wacotx.gov; monica.loredo@co.mclennan.tx.us
Cc: cindy.rafter@hot.cog.tx.us; harold.ferguson@hot.cog.tx.us; boyce.wilson@hot.cog.tx.us
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 3109401

It is a pleasure to inform you that your application for funding has been awarded!

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' page. In the 'Current Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

AWARD ACCEPTANCE
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
David M. Felton
COUNTY JUDGE

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--------------------------|---|-------------------------------|-------------|
| Grant Number: | 3109401 | Award Amount: | \$33,730.00 |
| Date Awarded: | PREVIEW - AWARD NOT ACTIVE | Grantee Cash Match: | \$0.00 |
| Grant Period: | 10/01/2016 - 08/31/2017 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 11/29/2017 | Total Project Cost: | \$33,730.00 |
| Program Fund: | HS-Homeland Security Grant Program (HSGP) | | |
| Grantee Name: | McLennan County | | |
| Project Title: | McLennan County - Voter Receiver | | |
| Grant Manager: | Jaclyn Coles | | |
| DUNS Number: | 021619085 | | |

| | |
|--|--|
| CFDA: | 97.067 - Homeland Security Grant Program (HSGP) |
| Federal Awarding Agency: | U.S. Department of Homeland Security, Federal Emergency Management Agency |
| Federal Award Date: | 8/6/2016 |
| Federal/State Award ID Number: | EMW-2016-SS-00056 |
| Total Federal Award/State Funds Appropriated: | \$80,593,000.00 |
| Pass Thru Entity Name: | Texas Office of the Governor - Homeland Security Grants Division (HSGD) |
| Is the Award R&D: | No |
| Federal/State Award Description: | The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. |

FILED: OCT 18 2016

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

ORDER REGARDING:

ACCEPTANCE OF FY 16 GRANT AWARD

RE: THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

On this the 18 day of October, 2016, came on for consideration the matter Regarding the State Criminal Alien Assistance Program (SCAAP): Acceptance of FY 16 Grant Award. After discussion, Commissioner Gibson made a motion to approve and it was seconded by Commissioner Jones. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Grant be, and the same is hereby, accepted by unanimous vote.

Regan Copeland

From: owner-bvp-list@ojp.usdoj.gov on behalf of SCAAP <SCAAP@usdoj.gov>
Sent: Friday, October 07, 2016 12:01 PM
To: Undisclosed recipients:
Subject: Fiscal Year 2016 SCAAP Awards

AWARD ACCEPTANCE
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
Scott M. Felton
COUNTY JUDGE

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year (FY) 2016 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. Please follow the instructions below to accept your FY 2016 SCAAP award:

-Access the Office of Justice Programs (OJP) Grants Management System (GMS) web site at <https://grants.ojp.usdoj.gov/> and log on using your SCAAP user ID and password.

-Locate the Application status block that contains your FY 2016 SCAAP application. You will see the "View" and "Drawdown" links under the "Action" header located on the right side of this block.

-Click on "Drawdown." This will take you to an acceptance screen that displays your award number, jurisdiction name, and award amount at the top. Please print this screen for your records. Select at least one use of SCAAP funds on the provided list. Multiple selections are possible by holding down the Control key and clicking on the mouse.

-Review and click the certification checkbox before accepting the award. Only an employee (authorized representative or authorized point of contact) of the jurisdiction may accept the SCAAP funds.

-Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only: https://www.bja.gov/Funding/16SCAAP_Guidelines.pdf.

-Located at the bottom of the screen are the "Accept" and "Decline" buttons. After you accept your award, you will be taken to a screen that confirms your acceptance. Applicants are required to accept awards online within 60 calendar days of this award notice. This email serves as notice for you to accept your FY 2016 SCAAP award online. Please retain this email for your records.

-Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process. Please retain the acceptance documents for your records.

-Allow 15 business days (from the date of acceptance) for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.

For questions concerning your SCAAP award amount or other award questions, please email joseph.husted@usdoj.gov or call 202-353-4411.

For questions related to the electronic transfer of funds or bank account of record, please contact the OJP Office of the Chief Financial Officer Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.

Thank you

Justice Benefits, Inc.

October 7, 2016

Dustin Chapman
Grants Coordinator
McLennan County, TX

RE: FY 2016 SCAAP AWARD DRAWDOWN INSTRUCTIONS

The Bureau of Justice Assistance (BJA) released the Award Payment List for the FY 2016 State Criminal Alien Assistance Program (SCAAP). The FY 2016 SCAAP award amount for **McLennan County** is:

\$53,297.00

We have also learned that BJA has activated the drawdown link in the Grants Management System; therefore, you can now log in to the GMS and drawdown your award!

Please note - there is a deadline to drawdown the funds. BJA requires that "Award recipients must accept their award through the GMS within 45 calendar days of BJA's official notification. Once 45 days elapses, the award may no longer be available."

We have included detailed written drawdown procedures in this email. Please make sure you PRINT all screens from the GMS during the drawdown process and scan and email a copy of these screens to us so that we can verify your successful completion of the drawdown. JBI's Help Desk is ready to provide assistance with the drawdown procedure. Please feel free to call us at **800-576-3518** if you need assistance with your drawdown.

Use of Funds - During the drawdown process, jurisdictions will be asked to select how they plan to use their FY 2016 SCAAP award. There will be a "Use of Funds" list provided on the Acceptance Screen of the drawdown. You must select one or more options, before you can accept the award. For your convenience, we have attached a list to the bottom of this email listing what these options are.

Upon completion of the acceptance and drawdown of your award, **BJA states that you should allow up to 15 business days for the funds to be deposited into your jurisdiction's designated bank account.** We recommend checking your bank account during this time to ensure that you receive your award. If you do not receive the award, please contact BJA immediately and document all communication with them.

Please do not hesitate to contact JBI regarding any questions. We are happy to help and we certainly value our partnership with **McLennan County**.

FY 2016 SCAAP Use of Funds List

When completing your drawdown and accepting your FY2016 SCAAP award, you must select one or more items from the following list of approved "Use of Funds" as stated in the Grants Management System (GMS).

-Construction-

- Construction for inmate housing, inmate programs, prison industries in ADA compliance

-Training/Education for offender-

- Specific trade employment skills
- GED testing
- Job Preparedness

-Training for corrections officers to help manage offender population-

- Bi-lingual language skills
- Less than lethal technology training
- Diversity training
- Prison rape training
- Gang intervention training

-Consultants- must directly impact offender populations-

- Trainer for corrections officers and/or offenders
- Facility/program evaluations personnel

-Medical Services-

- Medical Services

-Mental Health Services-

- Mental Health Services

-Vehicles-

- Vehicle rental/purchase for transport of inmates

-Prison Industries-

- Prison Industries

-Salaries, Overtime, and Bonuses-

- Salaries for corrections officers
- Overtime costs required by negotiated contract or regulation such as union agreements and required post staffing minimums
- Performance based bonuses

-Pre-Release/Reentry Programs-

- Community corrections-probation and parole
- Special Community Corrections Units (sex offender/mental health)

-Technology-

- Offender Management software
- Tracking devices and electronic monitoring
- Inter/Intra Agency Information Sharing

-Workforce recruitment and retention-

- Workforce recruitment and retention study

-Disaster Preparedness-

Disaster preparedness and continuity of operations for corrections facility

FILED: OCT 18 2016

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

ORDER REGARDING:

ACCEPTANCE OF GRANT AWARD

**RE: THE BUREAU OF JUSTICE ASSISTANCE BULLETPROOF
VEST \ PARTNERSHIP (BVP) PROGRAM**

On this the 18 day of October 2016, came on for consideration the matter Regarding the Bureau of Justice Assistance Bulletproof Vest Partnership (BVP) Program: Acceptance of Grant Award. After discussion, Commissioner Gibson made a motion to approve (the sum of \$31.18) 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 and Commissioner Jones. It is ordered by the Court that said Grant be, and the same is hereby, approved by unanimous vote.

Regan Copeland

From: owner-bvp-list@ojp.usdoj.gov on behalf of BVP <bvp@usdoj.gov>
Sent: Friday, October 07, 2016 1:50 PM
To: Undisclosed recipients:
Subject: Fiscal Year 2016 BVP Awards

Dear BVP Applicant:

This year, the Bulletproof Vest Partnership (BVP) Program once again experienced a high demand in the number and dollar value of applications submitted for funding. This year we also had a slight increase of available funds for awards. Because of the statutory requirement to provide priority funding to jurisdictions with less than 100,000 residents, most of the available funding (\$18.5 million) had to be committed to the smaller jurisdictions. However, BJA is pleased to announce that we have met the statutory requirement and have remaining funds to award to jurisdictions whose population exceeds 100,000. As a result, BJA will be able to provide minimal funding to support the purchase of NIJ approved vests to your jurisdiction.

The FY 2016 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2016. The deadline to request payments from the FY 2016 award is August 31, 2018, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

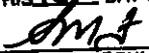
As a reminder, all jurisdictions that applied for FY 2016 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Please visit the following page for checklists and guides for each step of the BVP process:
<http://ojp.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Sincerely,

BVP Support Team
Bureau of Justice Assistance

AWARD ACCEPTANCE
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 2016

COUNTY JUDGE

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

| | | |
|-------------------|--|-------------------------------------|
| Bank Verification | <p>! If this is your jurisdiction's first time participating in the BVP Program, you will be asked to submit an ACH Vendor Enrollment/Banking Information form before any BVP funds can be disbursed. Submission of ACH Vendor Enrollment/Banking Information can only be completed if your jurisdiction has funds available. Jurisdictions that have previously received funds from BVP only need to submit a new ACH form, if the jurisdiction's banking information has changed since the last payment was disbursed.</p> | <p>View Details</p> |
| Application | <p>✓ Approved by BVP</p> | <p>View Details</p> |

AVAILABLE AWARDS

| ATTN | Fiscal Year | Award Amount | Total Paid | Total Requests | Eligible Balance | Expiration Date |
|------|-------------|--------------|------------|----------------|------------------|-----------------|
| | ◆ | ◆ | ◆ | ◆ | ◆ | |
| | 2016 | \$31.18 | \$0.00 | \$0.00 | \$31.18 | 08/31/2018 |

FILED: OCT 18 2016

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

AGENDA: OCTOBER 18, 2016

L. Human Resources / Salary Matters:

1. County Engineer:

a. Acceptance of Retirement Letter

Approved

b. Discussion and/or Action regarding Replacement

Discussion Only

CD-410, 9:56

ORDER ACCEPTING:

HUMAN RESOURCES / SALARY MATTERS:

ACCEPTANCE OF RETIREMENT LETTER

On this the 18 day of October, 2016, came on for consideration the matter of Human Resources / Salary Matters: Acceptance of Retirement Letter. After discussion, Judge Felton made a motion to approve and it was seconded simultaneously by Commissioner Snell and Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Retirement Letter be, and the same is hereby, accepted by unanimous vote.

OFFICE OF
STEPHEN T. HENDRICK, P.E.
COUNTY ENGINEER
P.O. Box 648
Waco, Texas 76703-0648
Office - 254-757-5028
Fax - 254-757-5033
e-mail - steve.hendrick@co.mclennan.tx.us



WACO, TEXAS

Oct 11, 2016

The Honorable Scott Felton, County Judge
The Honorable Kelly Snell, Commissioner Precinct 1
The Honorable Lester Gibson, Commissioner Precinct 2
The Honorable Will Jones, Commissioner Precinct 3
The Honorable Ben Perry, Commissioner Precinct 4

Gentlemen,

I hereby announce that I will be retiring from my position as McLennan County Engineer effective December 31, 2016. It has been my honor to have served the Commissioners Court and the citizens of McLennan County in that capacity for the past 23½ years. It has been one of the most challenging and rewarding endeavors of my professional career, and I deeply appreciate the opportunities and the support this and previous courts have provided over the years.

I will certainly miss all the elected officials, department heads, and employees who made my job much easier and made it a pleasure to come to work each day. I'm leaving the Engineering department in good hands as the staff is second to none. I will be glad to assist in any way requested to ensure the transition is as smooth as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Hendrick".

Stephen Hendrick, P.E.
McLennan County Engineer

ACCEPTED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
A handwritten signature in black ink, appearing to read "Scott Felton".
COUNTY JUDGE

FILED: OCT 18 2016

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

DISCUSSION ONLY:

HUMAN RESOURCES / SALARY MATTERS:

DISCUSSION AND/OR ACTION RE: REPLACEMENT

On this the 18 day of October, 2016, came on for consideration the matter of Human Resources / Salary Matters: Discussion and/or Action regarding Replacement. The Court discussed the replacement of the County Engineer.

AGENDA: OCTOBER 18, 2016

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

1. County Treasurer: Authorization of McLennan County Investment Policy Annual Review and Collateral Policy Revisions **Approved**
2. Health Services Department: Authorization of Revised McLennan County Indigent Health Care Program Work Registration Policy **Approved**
3. County Sheriff: Ratification of Controlled Property Request Authorization Form (re: 1033 Program) **Approved**

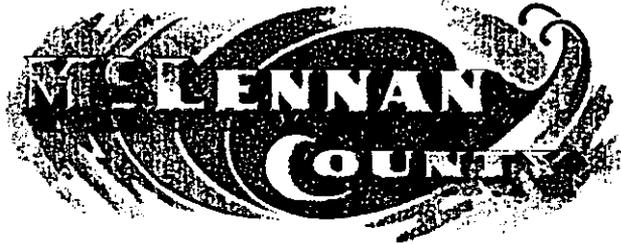
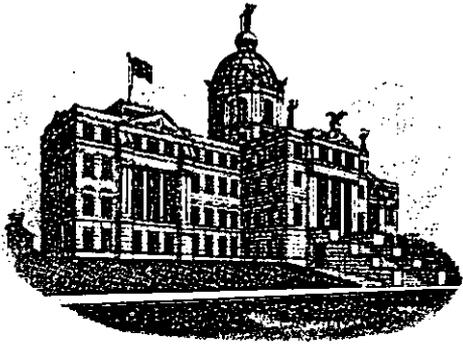
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ORDER APPROVING:

**AUTHORIZATION OF MCLENNAN COUNTY INVESTMENT POLICY
ANNUAL REVIEW AND COLLATERAL POLICY REVISIONS:**

COUNTY TREASURER

On this the 18 day of October, 2016, came on for consideration the matter of County Treasurer: Authorization of McLennan County Investment Policy Annual Review and Collateral Policy Revisions. After discussion, Commissioner Jones made a motion to approve the Annual Review of the Investment Policy and the Revisions to the Collateral Policy 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



WACO, TEXAS

Received

OCT 07 2016

McLennan County Judge

Bill Helton

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

October 3, 2016

TO: McLennan County Commissioners' Court

RE: McLennan County Investment Policy: Annual Review
McLennan County Collateral Policy: Approve Revision

Recommendations were reviewed and approved by Legal Counsel. Please approve the following:

Investment Policy:

The Public Funds Investment Act in Chapter 2256.005(e) requires that Commissioners' Court review and approve the county investment policy annually.

The 2017 McLennan County Investment Policy is unchanged from FY 2016 except to update the fund list in "APPENDIX "C" and remove the requirement that the County Budget Officer be on the Investment Committee. Revised Investment Committee wording is found in Article III section 3.01.

Collateral Policy:

The 2017 McLennan County Collateral Policy is unchanged from FY 2016 except to replace the words "CUSIP Number" with the words "Identifying Number" in Article 6 section 6.05. Letter of Credit Collateral does not have a CUSIP Number.

Feel free to call me with any questions. Thank you for your consideration of this request.

Bill Helton

APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
Scott M. Helton
COUNTY JUDGE

McLENNAN COUNTY INVESTMENT POLICIES

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McLENNAN COUNTY INVESTMENT POLICIES

ARTICLE I. DEFINITIONS

1.01. Definitions.

The following terms are defined for purposes of these policies as set forth below:

Bond proceeds means the proceeds from the sale of bonds, notes, and other obligations issued by the County, and reserves and funds maintained by the County for debt service purposes.

Book value means the original acquisition cost of an investment plus accrued interest and plus or minus the accrued amortization or accretion.

Circular refers to a disclosure made by a person or entity offering an investment to persons or entities who are potential investors. Such disclosures generally include risk, yield and historical performance information, as well as any other information required by law.

Commissioners Court means the Commissioners Court of McLennan County, Texas.

County means McLennan County, Texas, a political subdivision of the state of Texas.

County Auditor means the Auditor for McLennan County, Texas appointed by the District Judges.

County Treasurer means the elected Treasurer of McLennan County, Texas.

Domiciled means located within the jurisdiction to which it refers.

Funds means public funds in the custody of the County that are not required by law to be deposited in the state treasury and which the County has authority to invest by law.

Investment institution means a person or entity from or through which the County purchases or procures investments. This only includes *authorized* entities/persons as set out in §6.05(a) of these Policies.

Investment Officer means the County Treasurer.

Investment pool means an entity created under the Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order

of priority are:

- (a) preservation and safety of principal;
- (b) liquidity; and
- (c) yield.

Market value means the current face or par value of an investment, multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

Pooled fund group means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

Stripped Security means a book-entry security in which each interest payment has been separated from the principal. The interest payments and principal payments are sold independently as new, separate securities with different CUSIP numbers.

Strips means a U.S. Treasury acronym for “separate trading of registered interest and principal of securities.” Certain U.S. Treasury securities can be divided into separate interest and principal components, and then traded as separate securities.

ARTICLE II.

OBJECTIVE, STANDARD OF CARE, GOVERNING LAW AND APPLICATION

2.01. Objective.

- (a) It is the objective of these policies to create guidelines and strategies for the investment of funds of the County or under the County's control which assure that investments of such funds:
 - (1) are suitable to the County's (and/or separate fund's) financial requirements;
 - (2) are safe and are not for speculation;
 - (3) maintain the requisite level of liquidity and/or marketability required for the funds invested;
 - (4) are diversified for purposes of safety and/or yield;
 - (5) are accompanied by investment portfolio management, control, reporting and audit procedures; and
 - (6) maximize the yield to the County while giving paramount consideration to the safety of the invested funds.

- (b) All persons involved in the investment of County Funds shall thoroughly read these policies and applicable laws cited herein before undertaking any investment duties for the County.

2.02. Standard of Care.

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

- (a) preservation and safety of principal;
- (b) liquidity; and
- (c) yield.

2.03. Compliance with Law.

Investment of the County's Funds shall be in accordance with the requirements and standards of Chapter 2256 of the Government Code and applicable amendments thereto and all other applicable law.

2.04. Acknowledgement of Sellers/Investment Institutions.

In accordance with §2256.005(1) of the Government Code, the County, or its Investment Officer, shall not acquire or otherwise obtain any authorized investment as described in §5.01 from a person who has not delivered to the County a signed instrument on a form approved by the County which:

- (a) states that the person has received a copy of these investment policies and has thoroughly reviewed the same; and
- (b) that the person/organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of the investment transactions conducted between the County and the person/organization.

The acknowledgement must be signed by a registered principal of the organization, and shall be maintained in the files of the County Treasurer with a copy of the same being provided to the Commissioners Court. The Investment Officer shall assure that persons/organizations offering to engage in an investment transaction with the County are provided with a copy of these policies and an acknowledgment form. The acknowledgment form to be used is the standard form attached hereto under **Appendix "A"** unless a different form is proposed by the Investment Institution which complies with state law and is approved by the County's legal counsel.

2.05. Funds Included. These policies apply to all financial assets of all funds of the County unless

otherwise stated herein or in the investment strategy for that fund, otherwise directed by applicable law, or directed to be invested in a specific instrument by court order (trust funds).

ARTICLE III.
DESIGNATION OF INVESTMENT OFFICER

3.01. Designation of Investment Officer.

The County Treasurer is designated as the Investment Officer for the County. The Commissioners Court will also create an investment committee made up of the County Judge, the County Treasurer and the County Auditor. If the Commissioners Court appoints a County Budget Officer, the Budget Officer is a member of the Investment Committee. The Commissioners Court may appoint a County Commissioner to serve as a member of the investment committee.

3.02. Alternate Investment Officer.

In the event that the County Treasurer, or the County Treasurer's authorized assistant, is unavailable and there is an urgent need for investment action to be taken, the County Judge may act as an Alternate Investment Officer subject to the same requirements of these policies and Chapter 2256 of the Government Code applicable to the Investment Officer. If the County Judge is also unavailable, the County Commissioner appointed as described in paragraph 3.01 will serve as an *Alternate Investment Officer*. If the County Judge and County Commissioner are both unavailable, the County Auditor will serve as an Alternate Investment Officer.

3.03. Authority to Invest.

(a) Investment Officer Authorization and Procedure.

The Investment Officer shall have the authority to invest County Funds not immediately required to pay obligations of the County in accordance with these policies. Investment transactions shall require the concurrence of the County Auditor, the County Judge, the County Treasurer and County Commissioner if one has been appointed to serve on the investment committee. The investment transactions will be reported to the members of the investment committee by telephone, facsimile or email in sufficient time to void the transaction if necessary. In the event of the absence of either the County Judge, the County Treasurer, the County Commissioner or the County Auditor, the transaction will be reported to the County Judge's First Assistant, the County Treasurer's First Assistant, the County Commissioners' First Assistant, and/or the First Assistant County Auditor. If there is a disagreement regarding a proposed investment transaction between the Investment Officer and any member of the investment committee, the matter will be submitted for a decision to the Commissioners Court at the next regular or special

called meeting of the Court. It shall be the Investment Officer's responsibility to assure that consideration and action on said proposed transaction is included as part of the Commissioners Court agenda for that next meeting.

3.04. Conflicts of Interest.

If the Investment Officer has a personal business relationship with an entity--or is related within the second degree by affinity or consanguinity to an individual--seeking to sell an investment to the County, the Investment Officer must file a statement disclosing that interest or relationship with the Texas Ethics Commission and the Commissioners Court in accordance with §2256.005(i), Government Code.

ARTICLE IV.
INVESTMENT TRAINING

4.01. Required Training.

The Investment Officer(s) shall obtain all training relating to the responsibilities of the officer(s) under Chapter 2256 of the Government Code that is required under said Chapter, including specifically § 2256.008. Members of the investment committee are also encouraged to obtain such training, if available.

4.02. Training Curriculum.

The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio and compliance with Chapter 2256.

4.03. Deadline.

The Investment Officer must complete this training within 12 months after taking office or assuming duties. A certificate indicating the completion of such training shall be provided to the Commissioners Court upon completion of the required training.

4.04. Alternate Investment Officers.

Persons identified herein as persons authorized to act as investment officers upon the unavailability of the Investment Officer also should obtain the required training. The Commissioners Court may change the designated Investment Officer or alternates at any time.

ARTICLE V.
AUTHORIZED INVESTMENTS

5.01. (a) Authorized Security Investments.

The following are authorized security investments for purposes of the investment of County funds subject to specific restrictions contained in the investment strategy for the particular fund being invested:

- (1) direct obligations of the United States or its agencies or instrumentalities;
- (2) direct obligations of the State of Texas;
- (3) obligations, the principal and interest of which is unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or the State of Texas where appropriate for the fund in question under the applicable investment strategy; and
- (4) direct obligations of counties, cities, or other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

(b) Money Market Mutual Funds and Mutual Funds

- (1) A no-load money market mutual fund is an authorized investment if it meets the requirements of §2256.014(a) of the Government Code, or amendments thereto.
- (2) A no-load mutual fund is an authorized investment if it meets the requirements of §2256.014(b) of the Government Code, or amendments thereto.
- (3) Any investment in money market mutual funds or mutual funds must comply with §2256.014(c) of the Government Code, and not exceed the restrictions set forth therein.
- (4) A Money Market Mutual Fund or Mutual Fund is not disqualified from being an authorized investment by virtue of the fact that it is invested in commercial paper as long as the requirements of § 2256.013 of the Government Code are otherwise met.

(c) Investment Pools.

- (1) The County may invest its funds and funds under its control through an eligible Investment Pool if the Commissioners Court, by written order, authorizes investment in the particular pool. The Commissioners Court may establish a limit on the amount of funds invested in a particular pool by Order. The Investment Pool shall invest the funds it receives from the County in authorized investments permitted by Chapter 2256 of the Government Code with due regard for, and compliance with, these Policies

and the investment strategy for the fund invested. Safety and liquidity shall be the *primary* goal of the Pool. No speculative investment or investments having an unreasonable degree of risk shall be made regardless of potential yield.

- (2) Pursuant to §2256.016(b) of the Government Code, to be eligible to receive funds from and invest funds on behalf of the County, an investment pool must furnish to the Investment Officer or other authorized representative of the County an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:
- (A) the types of investments in which money is allowed to be invested;
 - (B) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
 - (C) the maximum stated maturity date any investment security within the portfolio has;
 - (D) the objectives of the pool;
 - (E) the size of the pool;
 - (F) the names of the members of the advisory board of the pool and the dates their terms expire;
 - (G) the custodian bank that will safe keep the pool's assets;
 - (H) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation, and also, a "current dollar invested" to "market value ratio" for the Pool's portfolio;
 - (I) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
 - (J) the name and address of the independent auditor of the pool;
 - (K) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the County to invest funds in and withdraw funds from the pool; and
 - (L) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

- (3) Pursuant to §2256.016(c) of the Government Code, to maintain eligibility to receive funds from and invest funds on behalf of the County, an Investment pool must furnish to the Investment Officer or other authorized representatives of the County:
 - (A) investment transaction confirmations; and
 - (B) a monthly report that contains, at a minimum, the following information:
 - (i) the types and percentage breakdown of securities in which the pool is invested;
 - (ii) the current average dollar-weighted maturity, based on the stated maturity date, of the pool along with an average for the reporting period;
 - (iii) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (iv) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (v) the size of the pool;
 - (vi) the number of participants in the pool;
 - (vii) the custodian bank that is safekeeping the assets of the pool;
 - (viii) a listing of daily transaction activity of the entity participating in the pool;
 - (ix) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 - (x) the portfolio managers of the pool; and
 - (xi) any changes or addenda to the offering circular.
- (4) The County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
- (5) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to

time by the federal Securities and Exchange Commission.

- (6) To be eligible to receive funds from and invest funds on behalf of the County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.
 - (7) An Investment Pool must comply with the requirements of §2.04 of these Policies the same as any other Investment Institution.
 - (8) To be eligible under these Policies (and Chapter 2256, Government Code) to serve as an Investment Institution for the County, an Investment Pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. If the Investment Pool is a pool created to function as a money market mutual fund, it must also comply with the requirements of §2256.016(h) of the Government Code.
 - (9) An Investment Pool must have an Advisory Board as set out in §2256.016(g) of the Government Code.
 - (10) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) of §2256.016 of the Government Code must be posted on the website.
 - (11) To maintain eligibility to receive funds from and invest funds on behalf of the County under this section, an investment pool must make available to the County an annual audited financial statement of the investment pool in which the County has funds invested.
 - (12) If an investment pool offers fee breakpoints on fund balances invested, the investment pool in advertising rates must include either all level of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.
- (d) Certificates of Deposit.

A Certificate of Deposit is an authorized investment if it meets the requirements of

§2256.010 and is:

- (1) issued by a depository institution that has its main office or a branch office in this state, and is:
 - (A) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - (B) secured by obligations that are described by the McLennan County Collateral Policy and chapter 2257 of the Government Code.
- (2) In addition to the authority to invest funds in certificates of deposit under (1) above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:
 - (A) the funds are invested by the County through a broker that has its main office or a branch office in this state and is selected from the list of approved broker/dealers maintained by the County Investment Officer according to the requirements of Section 2.04 of this policy OR through a depository institution that has its main office or a branch office in this state and that is selected by the County;
 - (B) the broker or depository institution selected by the County under Subdivision (A) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
 - (C) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
 - (D) the County appoints the depository institution selected by the County under Subdivision (A), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the County with respect to the certificates of deposit issued for the account of the County.

(e) Repurchase Agreements.

A fully collateralized repurchase agreement is an authorized investment under these policies if the repurchase agreement:

- (1) has a defined termination date;

- (2) is secured by a combination of cash and obligations described by §2256.009(a)(1) of the Government Code;
- (3) requires the securities being purchased by the County or cash held by the County to be pledged to the County, held in the County's name and deposited at the time that the investment is made with the County or with a third party selected and approved by the County; and
- (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State.

For purposes of this Section, "**Repurchase Agreement**" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date direct obligations of the United States at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. Reverse security repurchase agreements are not authorized.

(f) Commercial Paper

Commercial paper is an authorized investment if the commercial paper meets with the requirements of § 2256.013 of the Government Code.

5.02. Unauthorized Investments.

- (a) No expenditure or pledge of County Funds shall be made to purchase an investment that is not specifically authorized by these Policies. Purchase of other types of investments not authorized by these Policies will require Commissioners Court action authorizing the transaction and amending these Policies to permit the same. Notwithstanding anything to the contrary contained in these Policies, no purchase may be made of investments which are identified as unauthorized investments in Chapter 2256 of the Government Code and amendments thereto, including:
 - (1) interest only strips;
 - (2) principal only strips with underlying mortgage-backed security collateral;
 - (3) collateralized mortgage obligations (CMOs) with a maturity greater than ten (10) years or with an inverse floating interest rate; and
 - (4) CMOs the interest rate of which is determined by an index that adjusts opposite to changes in the market index.
- (b) Only investment types specifically authorized herein are in compliance with these Policies.

5.03. Maturities of Authorized Investments.

- (a) To meet the investment objectives of the County, the maturity of investments shall be targeted to coincide with the cash flow needs of the County. County Funds generally shall only be invested in authorized investments whose maturities do not exceed one year. The County may invest up to seventy-five percent (75%) of the lowest anticipated year-end monthly cash balances for the current year in instruments whose maturity dates do not exceed five (5) years from the date of the investment. No more than 25% of the lowest anticipated monthly cash balance for the current year will be invested to mature in any single year beyond 2 years. Any authorized investment to mature outside of the parameters set out herein shall require specific passage by the Commissioners Court of a waiver of the requirements of this Section for that specific transaction. The purchase of CD or time deposit investments shall be undertaken with thorough consideration of future cash needs with regard to the fund invested so as to avoid the incurrence of penalties for early withdrawal of needed monies prior to the stated maturities of the instruments purchased.
- (c) The dollar-weighted average maturity for the portfolio of investments maintained for any particular fund shall not exceed the maximum average maturity established in the Investment Strategy for that fund.
- (d) The County Investment Officer may sell securities before maturity if
 - (1) market conditions present an opportunity for the County to benefit from sale;
 - (2) funds are urgently needed to meet unforeseen expenses, even if there is a loss of interest and/or principal due to the sale; and
 - (3) a security has lost its minimum required rating as an authorized investment (in accordance with the requirements of § 2256.021 of the Government Code.)

5.04. Diversification.

The County's investment portfolio of authorized investments shall be diversified to reduce the risk of loss of investment income and/or the extent of loss of investment principal from an over-concentration of investment in a specific issue, a specific issue size, or specific class of securities. The primary emphasis in investment activities shall always be the safety of the public funds and liquidity.

5.05. Investment Strategies.

Pursuant to the requirements of Chapter 2256 of the Government Code, the Commissioners Court shall adopt a separate written investment strategy for each of the funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

- (1) understanding the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of an investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio;
- (6) yield; and
- (7) maturity restrictions.

Investment strategies for each of the funds under the control of the Commissioners Court are appended hereto as **Appendix "B"** and incorporated as part of these policies for all purposes.

5.06. Solicitation for Certificates of Deposit.

Certificates of Deposit may be solicited:

- (1) orally,
- (2) in writing,
- (3) electronically, or
- (4) by any combination of the above.

ARTICLE VI.
AUDIT CONTROL, REPORTING, AND
PERFORMANCE EVALUATION AND REVIEW

6.01. Audit Control.

- (a) Annual Compliance Audit. In accordance with the requirements of §2256.005(m) of the Government Code, the County, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the County's established investment policies.
- (b) In accordance with the mandate of §2256.023 of the Government Code, the Investment Officer shall prepare reports, on a basis not less than quarterly, which

provide the information required by subsection (b) of §2256.023, Government Code. The County elects that such reports be made on a monthly basis.

6.02. Reporting.

(a) Monthly Report.

In accordance with §2256.023 of the Government Code, the Investment Officer shall prepare and submit to the Commissioners Court each month a written report of investment transactions for all funds for the preceding monthly reporting period within thirty (30) days after the end of the period. The report must:

- (1) describe in detail the investment position of the County on the date of the report;
 - (2) be prepared by the Investment Officer;
 - (3) be signed by the Investment Officer;
 - (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - (B) additions and changes to the market value during the period;
 - (C) ending market value for the period;
 - (D) the account balance of each operating fund; and
 - (E) fully accrued interest for the reporting period.
 - (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
 - (6) state the settlement date and the maturity date of each separately invested asset that has a maturity date;
 - (7) state the account or fund or pooled group fund in the County for which each individual investment was acquired;
 - (8) state compliance of the investment portfolio of the County as it relates to:
 - (A) the investment strategy as expressed in these policies; and
 - (B) relevant provisions of Chapter 2256 of the Government Code; and
 - (9) states the total rate of return.
- (b) It shall be the duty of the Investment Officer to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to their

implementation, regardless of whether they are authorized by these policies or not.

- (c) The County Auditor will review the monthly investment reports of the Investment Officer for accuracy and policy compliance, and note any problems or concerns in writing to the Commissioners Court and the Investment Officer.

6.03. Performance Evaluation.

The Commissioners Court shall review these policies and the attached investment strategies not less than annually, and shall, in conjunction with the Investment Officer and the County Auditor, undertake an annual evaluation of the performance of the County's investments and investment procedures to determine if changes to these policies, investment strategies, or procedures should be made.

6.04. Standards of Operation.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with these policies. All United States Government (or agency/instrumentality) securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. County funds shall not be released until the County receives, through wire notification, the securities purchased. The process for purchase/sale of government securities under a Repurchase Agreement shall be governed by the negotiated terms of the agreement. To monitor rate changes, the Investment Officer shall use the depository bank that provides market value and accrued interest reports will also be used to provide rating on securities held by the County. In addition, the broker/dealer that sold the security to the County will be required to notify the Investment Officer of a rating change in accordance with the requirements of § 2256.005 (b)(4)(F) of the Government Code.

6.05. Investment Institutions.

(a) Authorized Investment Institutions.

The Investment Officer may invest with any or all of the following investment institutions subject to the requirements of state and federal law, these policies, and the current Depository Contract with the County Depository:

- (A) Depository bank;
- (B) Other state or national banks domiciled in the State of Texas and insured by the FDIC or its successor;
- (C) An authorized Investment Pool;
- (D) Government Securities Brokers and Dealers.

(b) Compliance with Section 2.04.

All investment institutions will be provided with a copy of these investment policies and strategies prior to any business being conducted with the institution. The registered principal of the investment institution must provide the acknowledgment and agreement required by §2.04 before any investment may be placed with or through that institution.

(c) Additional Information Required from Broker/Dealers.

Before doing business with a Government Securities Broker or Dealer, said Broker or Dealer must submit information to the Investment Officer documenting membership in good standing with the National Association of Securities Dealers, now known as the Financial Industry Regulatory Authority. Broker/Dealers must meet all capital requirements of the S.E.C. and the N.Y.S.E. An annual report which contains the required certifications is acceptable.

APPENDIX "A"

ACKNOWLEDGMENT FORM

**ACKNOWLEDGMENT AND AGREEMENT OF
INVESTMENT INSTITUTION**

In accordance with §2256.005(k) of the Government Code, I certify that I have received and reviewed the Investment Policies, Strategies, and Objectives of McLennan County, Texas, as well as a copy of Chapter 2256 of the Government Code. I further certify that my organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between my organization and McLennan County that are not authorized by the county's investment policy except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards. We will notify you immediately by telephone and in writing in the event of a material adverse change in our financial condition or an adverse change in the rating of any investment security held by the County that was sold to the County by my organization in accordance with § 2256.005 (b)(4)(F) of the Government Code. I pledge to exercise due diligence in informing you of all feasible risk associated with financial transactions conducted with our firm.

Our firm recognizes that the primary emphasis on the investment of public funds is safety and the maintenance of liquidity. Our firm shall not encourage or recommend investments that are contrary to the primary emphasis on the investment of public funds.

Our firm further states that we will provide the County or its' Investment Officer with information requested with regard to their investment activities with or through our firm upon reasonable notice. We also pledge to provide all such documentation required under any agreements between our firm and the County in a timely manner and in an informative form.

Neither the County Investment Officer nor any member of the Commissioners Court holds an interest in our firm or derives a substantial portion of their income from our firm. Likewise, to the best of our knowledge, neither the County Investment Officer nor any member of the Commissioners Court is related within the second degree of consanguinity or the second degree in affinity to any principal of our firm. No gift or gratuity has been given to any member of the Commissioners Court or to the Investment Officer in consideration of the County doing business with our firm.

[NAME OF BUSINESS ORGANIZATION]

Representative

Date: _____

Principal

Date: _____

I have provided copies of McLennan County's Investment Policies and Investment Strategies, and a copy of the Texas Public Funds Investment Act to _____ of _____, and pledge to maintain this Agreement on file.

Investment Officer

Date: _____

APPENDIX "B"

INVESTMENT STRATEGIES

INVESTMENT STRATEGY

FUND: ***POOLED FUND GROUP A/K/A POOLED CASH AND INVESTMENT FUND***

DESCRIPTION: The County maintains a Pooled Fund Group a/k/a the Pooled Cash and Investment Fund for investment purposes made up of operating funds listed in Appendix C. The different funds participate in the investments and revenues derived therefrom based on their weighted equity in the Pooled Cash.

FUNDS COVERED: The funds covered by the Pooled Cash and Investments Fund are contained on the listing of funds attached to this strategy. This strategy will automatically apply to all new funds created that participate in the Pooled Cash and Investments Fund unless specifically provided otherwise by the Investment Officer or the Commissioners Court.

STRATEGY: Since these are operating funds, particular emphasis must be given to safety and liquidity. Primary investment shall be in direct obligations of the United States Government or of its agencies or instrumentalities, Investment Pool(s) and Certificates of Deposit, generally having a maturity date which is twelve (12) months or less from the date of purchase. Investments having a maturity date which is more than (24) months must comply with §5.03(a) of the *McLennan County Investment Policies*. The weighted average maturity date of the portfolio with a maturity of less than 2 years shall not exceed 270 days/9 months. Another authorized investment considering the factors set out at §2256.005(d) of the Government Code is a repurchase agreement of the type addressed at §5.01(d) of the *McLennan County Investment Policies*. Use of a *sweep agreement* with the County Depository in conjunction with such a repurchase agreement is also a strategy that addresses both safety and liquidity without undue forbearance of potential yield.

The plan for this fund shall be to undertake one or more of the following investment strategies:

- (1) purchase direct obligations of the United States Government or its agencies or instrumentalities;
- (2) purchase Certificates of Deposit issued by a depository institution that has its main office or a branch office in this state and secured in accordance with §5.01(d) (1) or (2) of the *McLennan County Investment Policies*;
- (3) enter into repurchase agreement of type described in §5.01(e) of the *McLennan County Investment Policies* in conjunction with a sweep agreement with the County Depository;
- (4) enter into a controlled disbursement agreement with the County Depository and purchase securities or investments set out in §5.01(a), (b), (d), (e), or (f) of the *McLennan County Investment Policies* through an Investment Institution listed in §6.05(a) of the *McLennan County Investment Policies*; and/or
- (5) with or without a controlled disbursement agreement with the County Depository, invest funds with an authorized Investment Pool or Money Market Mutual Fund subject to the terms, conditions and limitations of the *McLennan County Investment Policies* and Chapter 2256 of the Government Code.

APPENDIX "C"

McLennan County Pooled Cash and Investment Fund:

Account 101200 - Equity Pooled Cash

| Description | Fund |
|--|-------------|
| General Fund | 001 |
| Records Mgmt Fund | 010 |
| Courthouse Security Fund | 015 |
| Economic Development Fund | 075 |
| Farm-to-Market Roads | 116 |
| Records Mgmt Fnd – Dist Clk | 120 |
| Records Mgmt Fund - Co Clk | 122 |
| Court Record Preservation Fund | 125 |
| Justice Court Building Security Fund | 130 |
| Justice Technology Fund | 140 |
| County and District Court Tech Fund | 142 |
| District Court Records Tech Fund | 144 |
| Court Rprtr Svc Fund - G51.60 | 150 |
| Dispute Resolution Fund | 155 |
| Family Protection Fee Fund | 160 |
| Child Abuse Prevention Fund | 162 |
| CPS Fund | 163 |
| Alcohol and Drug Court Program Fund | 165 |
| Juv Delinquency Preventio | 167 |
| Law Library Fund | 170 |
| Dist Clk Errors & Omissions | 175 |
| Available School Fund | 190 |
| Juvenile Probation Fund | 200 |
| Juv Assistance Incentive | 203 |
| Waco Foundation Grant Fund | 204 |
| Juv Prob - Title IV-E | 205 |
| FEMA Grant Fund | 206 |
| Texas Dept. of Transportation Grant Fund | 207 |
| Adult Probation Fund | 210 |
| JAG Grant Fund | 211 |
| Federal Program Fund | 220 |
| State Govt Programs Fund | 223 |
| Local Govt Programs Fund | 225 |
| Bulletproof Vest Partnership | 226 |
| VINE Fund | 227 |

| | |
|--------------------------------------|-----|
| Contract Elections Fund | 240 |
| SO Donation Fund | 242 |
| DARE Fund | 243 |
| Juv Prob - Probation Fees | 246 |
| Unclaimed Juvenile Restit | 247 |
| Truancy Prev and Diversion Fund | 248 |
| Forfeited Assets Fund - S. O | 255 |
| Jail Commissary Fund | 257 |
| Forfeited Assets Fund – Constable | 259 |
| Forfeited Assets Fund - D. A | 260 |
| Dist Atty Hot Check Fund | 262 |
| District Attorney Apportionment Fund | 264 |
| DA PTIP Fund | 265 |
| A.D.A.P.T. Fund | 266 |
| Court Initiated Guardianship Fund | 267 |
| LEOSE Fund – District Att | 270 |
| LEOSE Fund – Constable 1 | 271 |
| LEOSE Fund – Constable 3 | 273 |
| LEOSE Fund – Constable 4 | 274 |
| LEOSE Fund – Constable 5 | 275 |
| LEOSE Fund – Constable 7 | 276 |
| LEOSE Fund – Constable 8 | 277 |
| LEOSE Fund – Sheriff | 278 |
| Jail Lease Fund | 290 |
| Debt Service Fund | 316 |
| Perm Imp Fund | 401 |
| Perm Imp Fund - Clock Tower | 402 |
| CP - Ser 2006 Cert of Oblig | 413 |
| Rd Bond Fnd-Series 1961- Pct 2 | 475 |
| Co Clerk - Court Registry Fd | 605 |
| Fee Officer's Fee Fund | 611 |
| Adult Prob Department Fund | 633 |
| CSCD Emp Dishonesty Rcvry Fund | 652 |
| Payroll Imprest Fund | 666 |
| State Fees and Tax on Fines | 671 |
| General Sales Tax Fund | 673 |
| Permanent School Fund | 801 |
| Homeland Security Grant Fund | |
| WaterSmart Grant Fund | |
| Chapter 19 Fund | |

MCLENNAN COUNTY PUBLIC FUNDS COLLATERAL POLICY

ART. 1. Eligible Security for Public Funds of McLennan County

§1.01 Any depository or subdepository of public funds of McLennan County, including any depository or subdepository selected under Chapter 116 and/or Chapter 117 of the *Local Government Code* (Vernon's Texas Codes Annotated), shall secure said public funds with "Eligible Security", as that term is defined at §2257.002, *Government Code* or any amendments thereto, to the extent and in the manner required by this Policy and the Public Funds Collateral Act, Chapter 2257, *Government Code* (hereinafter "the Act").

§1.02 All security is subject to the approval of the Commissioners Court or its authorized designee.

ART. 2. Level of Security Required

§2.01 The total value of Eligible Security to secure a deposit of public funds of the County held in a depository or subdepository designated pursuant to Chapter 116 and/or 117 of the *Local Government Code* **must** be not less than the amount of the deposit of public funds:

1. increased by the amount of any accrued interest; and
2. reduced to the extent that the United States or an instrumentality of the United States insures the deposit.

§2.02 The value of an Eligible Security shall be its market value as priced by a government securities broker or dealer who is not under the authority or control of the depository or subdepository, or related to the depository or subdepository or any parent or subsidiary company thereof.

§2.03 The value of a surety bond is its face value.

§2.04 The depository shall establish a security "cushion" to account for reasonable fluctuations in the deposits of the County. Such "cushion" may not be considered as excess collateral for purposes of charging excess collateral fees, if any, to the County.

ART. 3. Custody/Safekeeping of Collateral

- §3.01 Security/collateral for public funds will NOT be held by the depository or subdepository, and any depository agreement for public funds of the County must specify a custodian or trustee of the security.
- §3.02 The custodian or trustee must be approved by the Commissioners Court and must be a bank or trust company authorized under §2257.041(d) of the *Government Code*, or amendments thereto.
- §3.03 A written agreement shall be maintained with regard to the custody/safekeeping of the security between the County and the custodian/trustee. The standard Application for Safekeeping Account with the Federal Reserve Bank of Dallas shall be acceptable as a written memorandum of a safekeeping arrangement with the Federal Reserve Bank.
- §3.04 The safekeeping agent or custodian will be required to provide confirmation of the receipt of the collateral/safekeeping/trust receipts.
- §3.05 The interest of the County in the collateral shall be secured and perfected in accordance with law.
- §3.06 The Depository Agreement containing the agreement between the Depository and the County with regard to collateral must be approved by the Depository's Board of Directors or Loan Committee.

ART. 4. Substitution of Collateral

- §4.01 If provided for in a depository contract approved by the Commissioner's Court, the depository may be allowed to substitute for any one or more Eligible Securities other Eligible Securities of at least the same total market value, and of the character authorized by this Policy and the Act.
- §4.02 The procedure to be followed shall comply with any operational procedures/requirements of the custodian/trustee if the custodian/trustee is a government institution or agency, or is a Federal Reserve Bank. The procedure must comply with the requirements of section 116.082 of the *Local Government Code*.
- §4.03 Only persons authorized by the Commissioners Court may be signatories on any substitution documents, or on any pledge signature authorization forms.

§4.04 Notwithstanding anything herein to the contrary, the aggregate market value of all collateral pledged as security for public funds of the County by a depository or subdepository shall be at least equal to the amount of collateral required by this Policy and the Act.

ART. 5. Release of Collateral

§5.01 Any depository agreement shall provide for a procedure for the release of the collateral when the depository relationship terminates, the depository has properly paid out or transferred all deposits of the County in accordance with the directives of the County, and no liabilities of the depository to the County remain. This procedure shall be subject to approval by the Commissioner's Court of the depository agreement, and must be acceptable to the County Treasurer and the County Auditor.

§5.02 The depository agreement may provide for the release of collateral substituted for in accordance with Article 4, and the release may be given where:

- a. the collateral to be substituted for the collateral to be released is already in the possession of the custodian/trustee;
- b. the depository has requested the release from the County or its designee in a writing which; identifies the collateral to be released, identifies the collateral to be substituted therefor, states the current verified market value of each set of collateral, attests that the collateral to be substituted has been delivered to the custodian/trustee, and contains such other information which may be expressly required by the County Treasurer or County Auditor;
- c. the release will not result in the level of collateral dropping below the level required to secure public funds hereunder and under the Act; and
- d. the collateral to be taken in substitution is made up completely of Eligible Security under this policy and the Act.

§5.03 The procedure to be followed shall comply with any operational procedures/requirements of the custodian/trustee if the custodian/trustee is a government institution or agency, or is a Federal Reserve Bank. The procedure must comply with the requirements of section 116.083 of the *Local Government Code*.

§5.04 Only persons authorized by the Commissioners Court may be signatories on any release documents, or on any pledge signature authorization forms.

ART. 6. Recordkeeping and Reporting

§6.01 The depository must maintain at a minimum the records required by §2257.025 of the *Government Code*.

§6.02 The depository must also maintain such other records required by the depository agreement and/or the County Treasurer.

§6.03 All records of the depository with regard to the collateral securing County funds must be made available for examination by the County or its designee or agent at any reasonable time.

§6.04 The depository agreement must provide for at least monthly collateral reports to the County by the depository showing the collateral securing deposits of the County and the value thereof as of the last business day of the month. Said reports shall be provided by the depository to the County Treasurer.

§6.05 The County Treasurer shall provide a detailed Collateral Report to Commissioners' Court within 1 month following the end of each monthly reporting period. The Collateral Report must contain a detailed description and value of eligible securities pledged. The description will include at a minimum, the Security Name, Identifying Number, Maturity Date, Rate of Return, Par Value, Market Value, and Effective Date as applicable to the type of eligible security pledged. The total amount of deposits for the last day of the monthly reporting period will be included in the report.

Commissioners' Court will either approve the collateral in the report or require corrective action in accordance with the depository agreement.

FILED: OCT 18 2016

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

ORDER APPROVING:

**HEALTH SERVICES DEPARTMENT: AUTHORIZATION OF
REVISED MCLENNAN COUNTY INDIGENT HEALTH CARE
PROGRAM WORK REGISTRATION POLICY**

On this the 18 day of October, 2016, came on for consideration the matter of Health Services Department: Authorization of Revised McLennan County Indigent Health Care Program Work Registration Policy. After discussion, Commissioner Snell made a motion to approve M. 2. 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

**MCLENNAN COUNTY INDIGENT HEALTH CARE PROGRAM
WORK REGISTRATION POLICY**

McLennan County , Texas has adopted the following as the Work Registration Policy for the Indigent Health Care Program. This policy is effective 10/1/2012.

Revised 10/16



Scott M. Felton
McLennan County Judge

10/18/16

Date

General Provisions:

- I. Failure to register and actively seek employment through the Texas Workforce Commission constitutes a program violation of the Indigent Health Care Program (IHC).
- II. Persons are exempt from having to register and seek employment if they meet one of the following criteria:
 - Receive unemployment insurance benefits or have applied but not yet been notified of eligibility
 - Physically or mentally unfit for employment
 - Undocumented alien
 - Age 60 or older
 - Participates in an outpatient substance abuse treatment and rehabilitation program who are not allowed to seek employment while in treatment
 - Full time student participating in work study program

Consequences

- I. If a non-exempt applicant or CIHCP eligible resident fails without good cause to comply with work registration requirements he/she will be disqualified from CIHCP benefits for a period of three months.
- II. Persons deemed not disabled by Social Security Administration guidelines at the hearing level may be required to seek employment.
- III. Terminating employment solely for the purpose of becoming eligible for IHC may cause disqualification from program for a period of six months.

I hereby acknowledge that I have read and understand the above information stated in this document.

Signature

Date

FILED: OCT 18 2016

J.A. "ANDY" HARRIS, County Clerk
McLennan County, Texas
By Mycelene Gowan DEPIYV

ORDER APPROVING:

**RATIFICATION OF CONTROLLED PROPERTY REQUEST
AUTHORIZATION FORM (RE: 1033 PROGRAM):**

COUNTY SHERIFF

On this the 18 day of October, 2016, came on for consideration the matter of County Sheriff: Ratification of Controlled Property Request Authorization Form (re: 1033 Program). After discussion, Commissioner Snell made a motion to approve M. 3. 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 and Commissioner Jones. It is ordered by the Court that said Ratification be, and the same is hereby, approved by unanimous vote.

LAW ENFORCEMENT AGENCY EXECUTIVE ORDER 13688
CONTROLLED PROPERTY REQUEST AUTHORIZATION
FEDERAL FISCAL YEAR 2016

In compliance with mandates and recommendations generated by Presidential Executive Order (EO) 13688, certain controlled property acquired through the 1033 Program requires prior authorization from the appropriate Civilian Governing Body (CGB) of the Law Enforcement Agency (LEA). As defined by the EO, a CGB has direct budgetary oversight or control over the LEAs budget appropriation.

As the authorized representative of the McLennan County, TEXAS, I certify that
Name of CGB

McLennan County Sheriff's Office is authorized to acquire the below initialed controlled property items.
Name of LEA

- _____ Breaching Apparatus
CGB initial
- _____ Riot Batons
CGB initial
- _____ Riot Helmets
CGB initial
- _____ Riot Shields
CGB initial
- smf Rotary Wing Aircraft
CGB initial
- _____ Fixed Wing Aircraft
CGB initial
- smf MRAP or Armored Personnel Carrier
CGB initial
- _____ HMMWV (Humvee)
CGB initial
- _____ Other Controlled Vehicle
CGB initial

RATIFICATION
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
smf
COUNTY JUDGE

Authorized Representative of
Civilian Governing Body

County Judge, Scott Felton
Printed Name

Date: 10/10/16

Scott M. Felton
Signature

Chief Law Enforcement Official:

PARNELL McNAMARA
Printed Name

Date: 10/12/16

Parnell McNamara
Signature

FILED: **OCT 18 2016**

J.A. "ANDY" HARNWELL, County Clerk
McLennan County, Texas
By Myrceter Bowen DEPUTY

AGENDA: OCTOBER 18, 2016

N. Additional Items (If Any) for Discussion and Potential Action:

1. Heart of Texas Housing Finance Corporation: Authorization
of Board Appointment

Approved

CD-410, 10:05

ORDER APPROVING:

AUTHORIZATION OF BOARD APPOINTMENT:

RE: HEART OF TEXAS HOUSING FINANCE CORPORATION

On this the 18 day of October, 2016, came on for consideration the matter of Heart of Texas Housing Finance Corporation: Authorization of Board Appointment. After discussion, Commissioner Snell made a motion to appoint Yancy Marteney to the Board and it was seconded by Commissioner Jones. After further discussion, a vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Gibson and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Yancy Marteney

NOMINATION FOR
HOT HOUSING FINANCE CORP
APPROVED BY COMMISSIONERS COURT
THIS 18 DAY OF OCT 20 16
SMA
COUNTY JUDGE

Moody, Texas

Seeking position in:

SALES MANAGEMENT

Summary: Professional with 20 years in sales and sales management. In-depth experience in financial management, business development strategies, project and staff management. Consistent record of outstanding sales, merchandising, training and customer service in a variety of industries. Results-focused manager in working with world's largest home builder and top retail corporation. Forge solid, productive relationships with outside business partners. Astute negotiator. Use high impact presentation and delivery skills to anticipate customer needs, proactively remove barriers, and consistently close sales. Excellent communication and interpersonal skills with expertise in developing and maintaining strong working relationships with staff at all levels. Highly respected by peers and employees for honesty and integrity, business expertise, positive and practical management style, and exemplary work ethic. Strong team player. Analytical, resourceful problem solver. Out-of-the box thinker. Demonstrate self-motivation, creativity, and ability to achieve company and corporate goals. Proficient in Spanish.

ACCOMPLISHMENTS

- Winner of Fleetwood Homes National Sales Contest in 2001 (with over 100 competitors).
 - Grew Fleetwood Homes territory from \$12M to \$16M in annual sales *within one year*.
 - #1 Product Specialist nationally for Fleetwood Homes two years in a row.
 - Increased Fleetwood Homes retailer base by 25% in 2002.
 - #1 in New Retail Development for Fleetwood Central Region
 - Given Fleetwood's Texas High End Sales Team Leadership Award for outstanding sales.
 - Consistently ranked in top 5-10% in sales nationally for Fleetwood.
- Six-time recipient of National Home Builders' Association Platinum, Gold, & Silver Awards.

PROFESSIONAL EXPERIENCE

SALES & SALES MANAGEMENT

- Recognized consistently at Fleetwood Homes with numerous national sales awards for increasing bottom line profits, growing territories through successful analysis and strategic planning, and demonstrating leadership within the corporation.
- Sold large ticket item (manufactured housing) for Fleetwood Homes in a 5-state region. Responsible for up to 36 retailers and increased retailer base by 25%. Quadrupled market share and profitability by prospecting and setting up new distribution points.
- Developed markets in Arizona, Colorado, Kansas, Missouri, and Arkansas. Built and maintained relationships with existing and prospective retailers by providing outstanding customer service and support. *Result:* Sales increased as did market share.
- Provided product support through training, collateral materials, competitive research and statistical analysis. Helped new retailers build business through in-depth market analysis and by developing business plans to grow market share and profitability.
- Performed industry-wide competitive analysis reports at Fleetwood Homes regarding product retailers and personnel to better understand competition and action needed.
- Managed collections and accounts receivable for entire sales team.

Continued...

SALES & SALES MANAGEMENT CONT.

- As Store Manager for Western Auto, grew stores sales from \$1.2M to an all-time high of over \$2M. Increased tire sales to become the highest tire retailer in the area. Grew parts sales to become a top tier performer.
- Currently sell, design, and build custom homes in \$120K to \$475K range for Prime Construction. Developed business from \$125K to over \$1.2M. Have become a leader in Green initiative building standards in the CenTex region and built a state-of-the-art model of home products and methods used throughout the world. Committed to finding new and better ways to build homes that are stronger and more energy and design efficient.

MARKETING, ANALYSIS & PROJECT MANAGEMENT

- Wrote highly specialized reports for upper management at Fleetwood Homes including: Market Share, Detailed Competitive Analysis, Basic Trade Area Analysis, Statistical Analysis, Price Point Analysis, Velocity Studies, Sales Force Analysis, Industry Marketing and Trade Projected Development as well as an Inventory of Homes in 12 states.
- Successful in branding and marketing Prime Construction through offering open house events, participation in local home parades and product demonstrations. Continually create innovative marketing tools to increase home sales and awareness of new home products.
- Became the leader within Fleetwood in creating marketing materials. Designed marketing materials utilizing a variety of media for 10-state area including: commercials, brochures, posters, videos.
- Organized and staged successful home shows with a budget of \$750K-\$1M. Helped reduce overall budgets by selecting alternative areas for shows, new venues for parties, and providing innovative ideas for supplier support. Worked extra hours to produce sales collateral materials for home shows and sales seminars that increased company bottom line.
- As Product Specialist, responsible for justification of selected home plans and building materials through the use of statistical analysis.
- Analyzed corporate problems and increased efficiency through streamlining production supply lines and sales order processes.

COMMUNICATIONS & TRAINING

- Designed and developed new retail training education system that produced a top-ranking class for Fleetwood and the industry. Classes became a model duplicated throughout the industry. Also mentored, trained and coached existing sales staff and management level employees. Set up Quality Control Focus teams. *Result:* Increased company profitability through sales training, quality control, cost reductions, and reducing redundancy of work.
- As Product Specialist, developed and performed product training throughout 10-state territory. Created a regional newsletter for retailers to provide state-of-the-art industry information.
- Highly effective company liaison between management and retailers. Helped resolve problems between retail base and manufacturers and created better understanding between work cultures.

WORK HISTORY

| | |
|--|--|
| OWNER & CUSTOM HOME BUILDER Prime Construction, Waco, TX | 2004-present |
| Fleetwood Homes, Waco, TX - ACCOUNT SALES MANAGER (2001-2004) - SALES REPRESENTATIVE (1999-2001) - PRODUCT SPECIALIST (1995-1999) | 1995-2004 <i>Continued...</i> |

WORK HISTORY CONT.**STORE MANAGER**

Western Auto Store, Waco, TX

1992-1995

EDUCATION & TRAINING

B. B. A, Bachelor of Business Administration, Finance & Economics,
Baylor University, Waco, TX, 1990

TRAINING:

Quality College Graduate, Riverside, CA, 2000 and selected as:
Quality Team Chairman, Recognition & Awareness
Brooks Group Impact Selling Course
Selling with Passion Course, Carlton Masi, Dallas
Western Auto Management School
OSHA 30 hour certificate construction safety and health

COMPUTER SKILLS:

Proficient in MAC and PC, Microsoft Word, Work Outlook, Excel, Power Point, Word Art

AWARDS

- Consistently ranked at Fleetwood Homes' in top 5 to 10% sales nationally
 - Multiple NHAB Platinum, Gold, & Silver Awards in Sales
 - Winner of Fleetwood Homes Sales Contest, 2001
 - #1 Product Specialist winner two years in a row nationally
 - Fleetwood's Texas High End Sales Team Leadership Award

VOLUNTEER & COMMUNITY SERVICE

Board of Directors Member, Heart of Texas Builders' Association & Membership Director, winner of local membership drive, 2009
Board Member, Heart of Texas Fair & Rodeo
Leader, Adopt A Highway
Volunteer: Make-A-Wish Foundation, Habitat for Humanity, Race for the Cure, Cattle Barons' Ball, Special Olympics, International Optimist Club,
Volunteer, Heart of Texas Builders Association: Toys for Tots and Scholarship Committee,

PROFESSIONAL MEMBERSHIPS

National Home Builders Association
Texas Association of Builders
Heart of Texas Builders Association
BNI, world's largest business networking organization

FILED: OCT 18 2016

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

AGENDA: OCTOBER 18, 2016

O. Americans with Disabilities Act Compliance Project:

1. Authorization of Professional Services Invoice: The Wallace Group (re: ADA Study / Reports for September) **Approved**

2. Authorization of Standard Form of Agreement: Mazanec Construction Co., Inc. (re: ADA Renovations / Improvements for JP Offices) **Approved**

CD-410, 10:06

ORDER APPROVING:

**AUTHORIZATION OF ROOF CONSULTANT APPOINTMENT:
THE WALLACE GROUP (RE: ANNEX BUILDING ROOF REPAIR)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Roof Consultant Appointment: The Wallace Group (re: Annex Building Roof Repair). After discussion, Commissioner Jones made a motion to approve the invoice for the Wallace Group 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 and Commissioner Jones. 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

Received

OCT 11 2016

P. O. Box 22007

Waco, TX 76702-2007

(254)772-9272

Tax ID Number: 75-1720414

McLennan County Judge

McLennan County
501 WASHINGTON AVE.
WACO, TX 76701

October 7, 2016

Invoice No: WALL9923841.00 - 10

Project WALL9923841.00 McLennan County - ADA Study

Professional Services from September 1, 2016 to September 30, 2016

Phase 01 Project Management

| | | | Hours | Rate | Amount | |
|---------------|--------------------|---|-------|-------------------------|----------|-------------------|
| Architect | | | | | | |
| Thacker, John | 9/6/2016 | Commissioner's Court Meeting | 3.00 | 129.00 | 387.00 | |
| Thacker, John | 9/16/2016 | Courthouse Door Hardware Meeting and Research | 3.00 | 129.00 | 387.00 | |
| Thacker, John | 9/19/2016 | Door Hardware | 2.50 | 129.00 | 322.50 | |
| | Totals | | 8.50 | | 1,096.50 | |
| | Total Labor | | | | | 1,096.50 |
| | | | | Total this Phase | | \$1,096.50 |

Phase 03 Poling Location Surveys

Task 20 Study/Report

| | | | Hours | Rate | Amount | |
|---------------|--------------------|---|-------|------------------------|--------|-----------------|
| Architect | | | | | | |
| Thacker, John | 9/7/2016 | Revisit City Convention Center to remeasure ramps, etc. | 2.00 | 129.00 | 258.00 | |
| Thacker, John | 9/8/2016 | Convention Center Report | 1.00 | 129.00 | 129.00 | |
| Thacker, John | 9/9/2016 | Coordinate corrective work and back check sites | 1.50 | 129.00 | 193.50 | |
| Thacker, John | 9/12/2016 | Central Christian Church Issues and Estimates | 1.00 | 129.00 | 129.00 | |
| | Totals | | 5.50 | | 709.50 | |
| | Total Labor | | | | | 709.50 |
| | | | | Total this Task | | \$709.50 |

| | | | | |
|---------|----------------|-----------------------------|---------|----|
| Project | WALL9923841.00 | McLennan County - ADA Study | Invoice | 10 |
|---------|----------------|-----------------------------|---------|----|

| | | |
|------|----|--------------|
| Task | 40 | Final Design |
|------|----|--------------|

| | Hours | Rate | Amount | |
|---|-----------|-------------------------|--------|-----------------|
| Technician | | | | |
| Wick, James | 9/15/2016 | 1.75 | 74.00 | 129.50 |
| SITE VISIT AND DO REPORT FOR CONFIRMATION | | | | |
| Totals | 1.75 | | | 129.50 |
| Total Labor | | | | 129.50 |
| | | Total this Task | | \$129.50 |
| | | Total this Phase | | \$839.00 |

| | | |
|-------|----|-----------------------------------|
| Phase | 04 | JP Precinct Office ADA Renovation |
|-------|----|-----------------------------------|

| | | |
|------|----|--------------|
| Task | 20 | Study/Report |
|------|----|--------------|

| | Hours | Rate | Amount | |
|---|-----------|------------------------|--------|-------------------|
| Architect | | | | |
| Thacker, John | 9/7/2016 | 1.00 | 129.00 | 129.00 |
| JP #4 - McGregor Building Options | | | | |
| Thacker, John | 9/8/2016 | 1.00 | 129.00 | 129.00 |
| JP 4 Office Options | | | | |
| Thacker, John | 9/9/2016 | 2.00 | 129.00 | 258.00 |
| Preliminary Plans for JP4 | | | | |
| Thacker, John | 9/12/2016 | 2.00 | 129.00 | 258.00 |
| Revise Prelim Plan for new Building | | | | |
| Thacker, John | 9/14/2016 | 1.00 | 129.00 | 129.00 |
| JP 4 Revisions | | | | |
| Thacker, John | 9/15/2016 | 1.00 | 129.00 | 129.00 |
| Correspond with Client regarding review comments. | | | | |
| Sr. Technician | | | | |
| Carter, Clen | 9/21/2016 | 5.50 | 83.00 | 456.50 |
| field measure potential building site/draft | | | | |
| Carter, Clen | 9/22/2016 | 4.00 | 83.00 | 332.00 |
| develope renovation drawings @ 305 madison address | | | | |
| Carter, Clen | 9/23/2016 | 7.25 | 83.00 | 601.75 |
| develope proposed layouts for 305 and 401 madison address | | | | |
| Carter, Clen | 9/26/2016 | 4.75 | 83.00 | 394.25 |
| develope proposed layouts for 305 and 401 madison address | | | | |
| Totals | 29.50 | | | 2,816.50 |
| Total Labor | | | | 2,816.50 |
| | | Total this Task | | \$2,816.50 |

| | | |
|------|----|--------------------|
| Task | 30 | Preliminary Design |
|------|----|--------------------|

| | | | Hours | Rate | Amount | |
|--------------------|-----------|--|-------|--------|------------------------|-----------------|
| Architect | | | | | | |
| Thacker, John | 9/23/2016 | | 1.50 | 129.00 | 193.50 | |
| JP4 Design Options | | | | | | |
| Thacker, John | 9/26/2016 | | 1.00 | 129.00 | 129.00 | |
| JP4 Options | | | | | | |
| Totals | | | 2.50 | | 322.50 | |
| Total Labor | | | | | | 322.50 |
| | | | | | Total this Task | \$322.50 |

Task 40 Final Design

| | | | Hours | Rate | Amount | |
|---|-----------|--|-------|--------|----------|-----------------|
| Architect | | | | | | |
| Thacker, John | 9/1/2016 | | 3.50 | 129.00 | 451.50 | |
| Finalize Project Manual | | | | | | |
| Thacker, John | 9/2/2016 | | 5.00 | 129.00 | 645.00 | |
| Complete and transmit project manual to county | | | | | | |
| Thacker, John | 9/6/2016 | | .50 | 129.00 | 64.50 | |
| Misc. Project Communications with Client | | | | | | |
| Sr. Technician | | | | | | |
| Carter, Clen | 9/6/2016 | | .50 | 83.00 | 41.50 | |
| print and assemble 4 sets | | | | | | |
| Carter, Clen | 9/7/2016 | | 1.25 | 83.00 | 103.75 | |
| sketch background of bldg for field measure jp4 | | | | | | |
| Carter, Clen | 9/8/2016 | | 6.75 | 83.00 | 560.25 | |
| field measure 2.5 hrs.; print jp package .5 hrs, layout (e) bldg base on field measure 3.75 hrs | | | | | | |
| Carter, Clen | 9/9/2016 | | 6.75 | 83.00 | 560.25 | |
| proposed drawings for jp4 in potential bldg | | | | | | |
| Carter, Clen | 9/12/2016 | | 2.50 | 83.00 | 207.50 | |
| proposed renovated jp4 structure layout | | | | | | |
| Totals | | | 26.75 | | 2,634.25 | |
| Total Labor | | | | | | 2,634.25 |

Consultants

| | | | | | | |
|--------------------------|--------------------------------------|-------------|--|--|------------------------|-------------------|
| Sub Invoice | | | | | | |
| 9/23/2016 | The Accessibility Professionals, LLC | Plan Review | | | 550.00 | |
| Total Consultants | | | | | 550.00 | 550.00 |
| | | | | | Total this Task | \$3,184.25 |

Task 50 Bidding

| | | | Hours | Rate | Amount | |
|-----------------------------|-----------|--|-------|-------------------------|----------|-------------------|
| Architect | | | | | | |
| Thacker, John | 9/7/2016 | Follow Up with Contractors | 1.00 | 129.00 | 129.00 | |
| Thacker, John | 9/8/2016 | Call Contractors and prepare for Pre-Bid Meeting | 1.50 | 129.00 | 193.50 | |
| Thacker, John | 9/9/2016 | PreBid Meeting on JP2, 3 & 5 | 1.50 | 129.00 | 193.50 | |
| Thacker, John | 9/16/2016 | Addenda No. 1 | 1.50 | 129.00 | 193.50 | |
| Thacker, John | 9/19/2016 | Deliver Plans to City of West and JP Offices | 1.50 | 129.00 | 193.50 | |
| Thacker, John | 9/21/2016 | Bid Opening and Follow Up | 2.00 | 129.00 | 258.00 | |
| Thacker, John | 9/23/2016 | Bid Evaluation | 2.00 | 129.00 | 258.00 | |
| Executive Assistance | | | | | | |
| Hendon, Misty | 9/1/2016 | JP Office Improvement Specs | 4.00 | 64.00 | 256.00 | |
| Hendon, Misty | 9/2/2016 | JP Office Improvement Specs | 4.00 | 64.00 | 256.00 | |
| Hendon, Misty | 9/6/2016 | Printing, Binding specs for JP Office | 2.00 | 64.00 | 128.00 | |
| Hendon, Misty | 9/8/2016 | Print 5 more spec books, register with TDLR | 1.00 | 64.00 | 64.00 | |
| Hendon, Misty | 9/16/2016 | Addendum 1 | .25 | 64.00 | 16.00 | |
| | | Totals | 22.25 | | 2,139.00 | |
| | | Total Labor | | | | 2,139.00 |
| | | | | Total this Task | | \$2,139.00 |
| | | | | Total this Phase | | \$8,462.25 |

| | | |
|-------|----|-----------------------------|
| Phase | 05 | Courthouse ADA Improvements |
| Task | 30 | Preliminary Design |

| | | | Hours | Rate | Amount |
|------------------|-----------|-----------------------------------|-------|--------|--------|
| Architect | | | | | |
| Thacker, John | 9/26/2016 | Temporary Courtroom Modifications | 1.50 | 129.00 | 193.50 |

| Project | WALL9923841.00 | McLennan County - ADA Study | | Invoice | 10 |
|--|----------------|-----------------------------|-------|---------|-------------------------|
| Thacker, John | | 9/27/2016 | 4.00 | 129.00 | 516.00 |
| Hardware Issues and Temp Courtroom Modifications | | | | | |
| Thacker, John | | 9/28/2016 | 3.00 | 129.00 | 387.00 |
| Meeting with THC Architect and County | | | | | |
| Thacker, John | | 9/29/2016 | 2.00 | 129.00 | 258.00 |
| Hardware and Temp Courtroom | | | | | |
| Thacker, John | | 9/30/2016 | 2.00 | 129.00 | 258.00 |
| Temp Courtroom Field Trip | | | | | |
| Technician | | | | | |
| Allen, Rachael | | 9/28/2016 | 3.00 | 74.00 | 222.00 |
| Courtroom layout | | | | | |
| Allen, Rachael | | 9/29/2016 | 1.50 | 74.00 | 111.00 |
| Courtroom layout | | | | | |
| Totals | | | 17.00 | | 1,945.50 |
| Total Labor | | | | | 1,945.50 |
| | | | | | Total this Task |
| | | | | | \$1,945.50 |
| | | | | | Total this Phase |
| | | | | | \$1,945.50 |

| | | |
|-------|----|--|
| Phase | 12 | Detention Center & Annex ADA Improvement |
| Task | 60 | Construction Administration |

| | | | Hours | Rate | Amount |
|---|--|----------|-------|--------|-------------------------|
| Architect | | | | | |
| Thacker, John | | 9/6/2016 | 1.00 | 129.00 | 129.00 |
| Site Visit to Observe state of demolition work. | | | | | |
| Totals | | | 1.00 | | 129.00 |
| Total Labor | | | | | 129.00 |
| | | | | | Total this Task |
| | | | | | \$129.00 |
| | | | | | Total this Phase |
| | | | | | \$129.00 |

| | | |
|-------|----|--------------------------------|
| Phase | 13 | Adult Probation ADA Renovation |
| Task | 40 | Final Design |

| | | | Hours | Rate | Amount |
|---------------------------------|--|-----------|-------|--------|-------------------------|
| Architect | | | | | |
| Thacker, John | | 9/26/2016 | 1.50 | 129.00 | 193.50 |
| Review of Prelim Scope Drawings | | | | | |
| Totals | | | 1.50 | | 193.50 |
| Total Labor | | | | | 193.50 |
| | | | | | Total this Task |
| | | | | | \$193.50 |
| | | | | | Total this Phase |
| | | | | | \$193.50 |

| | | | | |
|---------|----------------|-----------------------------|---------|----|
| Project | WALL9923841.00 | McLennan County - ADA Study | Invoice | 10 |
|---------|----------------|-----------------------------|---------|----|

| | | |
|-------|----|-------------------------------------|
| Phase | 14 | Sheriff Shepard Mullins Alt Shelter |
|-------|----|-------------------------------------|

| | | |
|------|----|-----------------------------|
| Task | 60 | Construction Administration |
|------|----|-----------------------------|

| | | | Hours | Rate | Amount | |
|--------------------|-----------|--|-------|-------------------------|--------|-----------------|
| Architect | | | | | | |
| Thacker, John | 9/15/2016 | Visit to observe work in progress - tile | 1.00 | 129.00 | 129.00 | |
| Thacker, John | 9/30/2016 | Sheriff's Office Field Trip | 1.00 | 129.00 | 129.00 | |
| Totals | | | 2.00 | | 258.00 | |
| Total Labor | | | | | | 258.00 |
| | | | | Total this Task | | \$258.00 |
| | | | | Total this Phase | | \$258.00 |

| | | |
|-------|----|-----------------------------|
| Phase | 19 | PTIP/Hot Check & DA Offices |
|-------|----|-----------------------------|

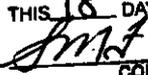
| | | |
|------|----|--------------------|
| Task | 30 | Preliminary Design |
|------|----|--------------------|

| | | | Hours | Rate | Amount | |
|--------------------|-----------|-------------------------------------|-------|------------------------|----------|-------------------|
| Technician | | | | | | |
| Allen, Rachael | 8/5/2016 | ada floorplan | 5.00 | 74.00 | 370.00 | |
| Allen, Rachael | 8/8/2016 | ADA FLOORPLAN | 7.00 | 74.00 | 518.00 | |
| Allen, Rachael | 8/9/2016 | floorplan corrections and additions | 6.00 | 74.00 | 444.00 | |
| Allen, Rachael | 8/10/2016 | Completion of PTIP dwgs | 5.00 | 74.00 | 370.00 | |
| Allen, Rachael | 8/17/2016 | Law offices floor plan layout | 3.00 | 74.00 | 222.00 | |
| Allen, Rachael | 8/18/2016 | annex floor plan layout | 1.00 | 74.00 | 74.00 | |
| Allen, Rachael | 8/26/2016 | Floorplan set up for const. docs. | 1.00 | 74.00 | 74.00 | |
| Allen, Rachael | 9/9/2016 | furniture layout revisions | 1.00 | 74.00 | 74.00 | |
| Totals | | | 29.00 | | 2,146.00 | |
| Total Labor | | | | | | 2,146.00 |
| | | | | Total this Task | | \$2,146.00 |

| | | |
|------|----|--------------|
| Task | 40 | Final Design |
|------|----|--------------|

| | Hours | Rate | Amount | |
|---|-----------|------|------------------------|-------------------|
| Architect | | | | |
| Thacker, John Details and research. | 8/2/2016 | 6.00 | 129.00 | 774.00 |
| Thacker, John Details - Design and sketches. | 8/3/2016 | 4.00 | 129.00 | 516.00 |
| Thacker, John Job Details | 8/5/2016 | 4.00 | 129.00 | 516.00 |
| Thacker, John Check Drawings and MarkUps | 8/8/2016 | 2.00 | 129.00 | 258.00 |
| Thacker, John Attorney Office Revisions | 9/16/2016 | 1.50 | 129.00 | 193.50 |
| Thacker, John Attorney Office Modifications | 9/20/2016 | 1.50 | 129.00 | 193.50 |
| Technician | | | | |
| Allen, Rachael corrections | 9/16/2016 | 1.00 | 74.00 | 74.00 |
| Allen, Rachael changes to plan as per BT | 9/19/2016 | 2.00 | 74.00 | 148.00 |
| Allen, Rachael changes to plan as per BT | 9/20/2016 | 1.00 | 74.00 | 74.00 |
| Totals | 23.00 | | 2,747.00 | |
| Total Labor | | | | 2,747.00 |
| | | | Total this Task | \$2,747.00 |

| | | | | |
|---|-----------|-----------------------------|-------------------------|-------------------|
| Task | 60 | Construction Administration | | |
| Architect | | | | |
| Thacker, John Revisions to Locker Room Conversion | 9/9/2016 | 1.50 | 129.00 | 193.50 |
| Thacker, John Meeting with Abel Reyna on workstation partitions. | 9/13/2016 | 2.00 | 129.00 | 258.00 |
| Totals | 3.50 | | 451.50 | |
| Total Labor | | | | 451.50 |
| | | | Total this Task | \$451.50 |
| | | | Total this Phase | \$5,344.50 |

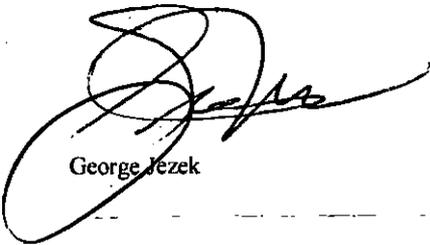
APPROVED BY COMMISSIONERS COURT
 THIS 18 DAY OF Oct 20 16

 COUNTY JUDGE

Total this Invoice \$18,268.25

Outstanding Invoices

| Number | Date | Balance |
|--------------|----------|------------------|
| 9 | 9/7/2016 | 20,061.25 |
| Total | | 20,061.25 |

Respectfully submitted,



George Jezek

FILED: OCT 18 2016

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

ORDER APPROVING:

**AUTHORIZATION OF STANDARD FORM OF AGREEMENT:
MAZANEC CONSTRUCTION CO., INC. (RE: ADA
RENOVATIONS / IMPROVEMENTS FOR JP OFFICES)**

On this the 18 day of October, 2016, came on for consideration the matter of Authorization of Standard Form of Agreement: Mazanec Construction Co., Inc. (re: ADA Renovations / Improvements for JP Offices). After discussion, 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



AIA[®]

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **Twelfth** day of **October** 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 Contractor:
(Name, legal status, address and other information)

Mazanec Construction Co., Inc.
1508 New Dallas Hwy
Waco, TX 76705

for the following Project:
(Name, location and detailed description)

McLennan County ADA Renovations
JP Office Improvements

The Architect:
(Name, legal status, address and other information)

CP&Y, Inc. dba The Wallace Group
PO Box 22007
Waco, TX 76702

The Owner and Contractor 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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**
- 10 INSURANCE AND BONDS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of Work shall be in a written Notice to Proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **Sixty-Five (65)** days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Init.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Contractor shall pay the Owner the sum of One Hundred Fifty Dollars (\$150.00) per calendar day as liquidated damages in accordance with 9.11 of the General Conditions as amended by the Supplementary Conditions 00 80 00.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred Fifty-Nine Thousand, Five Hundred Dollars and Zero Cents (\$ 159,500.00)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **Last** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **Tenth** day of the **Following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Fourteen (14)** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Five percent (5 %)**. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute

Init.

shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Five percent (5 %)**;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Init.

Litigation in a court of competent jurisdiction

Other (*Specify*)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

**Ken Bass, Purchasing Director
McLennan County
501 Washington Ave
Waco, TX 76701**

§ 8.4 The Contractor's representative:
(Name, address and other information)

**Ed Mazanec
Mazanec Construction Co., Inc.
1508 New Dallas Hwy
Waco, TX 76705**

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

Init.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|---------------------------------------|-----------------|-------|
| 00 19 00 | Supplementary Instructions to Bidders | August 30, 2016 | 1 |
| 00 80 00 | Supplementary Conditions | August 30, 2016 | 4 |

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications, Exhibit "B", Contents, 3 pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings, Exhibit "C", Index of Drawings, 1 page

(Table deleted)

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|------------|--------------------|-------|
| Addendum 1 | September 16, 2016 | 1 |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Proposal Form, Exhibit "A"

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

(Table deleted)

Contractor shall provide Insurance and Bonds as specified in Section 11.1 of the Supplementary Conditions 00 80 00.

Init.

This Agreement entered into as of the day and year first written above.

Scott M. Felton
OWNER (Signature) 10/18/16
SCOTT M. FELTON, COUNTY JUDGE
(Printed name and title)

Ed Mazanec III
CONTRACTOR (Signature)
ED MAZANEC III PRESIDENT
(Printed name and title)

Init.

Supplemental Terms and Conditions

These Supplemental Terms and Conditions supplement, supersede, replace and amend the terms and conditions contained or incorporated by reference 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. Any provision of the Agreement attempting to set a time bar, contractual limitations period, or accrual date for claims is deleted and not accepted.
5. Any provisions requiring arbitration or binding mediation are deleted.
6. Any provisions limiting Owner's recovery of damages to insurance proceeds or setting limits on the Owner's right to recover damages are deleted.
7. Any provision purporting to require the purchase of insurance by the Owner, or to require that the Contractor be added as an additional insured to the Owner's insurance is deleted.

EM III Contractor

MT Owner

Exhibit "A"

To: McLennan County
214 N. 5th Street
Waco, TX 76701

PROPOSAL FORM

McLennan County
ADA Renovations
JP Office Improvements

From: Mazanec Construction Co. Inc. (Contractor print name here)

I have received plans, details, and specifications for the project listed above as prepared by The Wallace Group, Inc. I have also received Addenda Nos. 1 and have included their provisions in my bid. I have examined the documents, existing conditions and the sites and submit the following bid. In submitting the bid, I agree:

1. To hold my bid open for 45 days after Bid receiving date.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To execute the contract, if awarded, within ten (10) calendar days after notification of award, and to commence work not later than ten (10) calendar days from date of "Notice to Proceed" from the Owner or twenty-one (21) calendar days from the notification of award, whichever is earlier.
4. To accomplish the work in accord with the Contract Documents.
5. To complete the work in 65 calendar days. If work is not completed by such time, I agree to pay to Owner as liquidated damages the sum of one hundred fifty dollars (\$150.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents. Final completion will be reached on or before twenty-one days after the Certificate of Substantial Completion is issued. If work is not completed by such time, I agree to pay to the Owner additional liquidated damages of one hundred fifty dollars (\$150.00) per day for each calendar day after such time that Final Completion is not reached.

I will perform all the work in this project for the lump sum price of:

BASE BID:

ONE HUNDRED, FIFTY-NINE THOUSAND, FIVE HUNDRED Dollars (\$ 159,500).

Base Bid above includes cash allowances for contingency as specified.

ALTERNATE #1 – For all work involved in enclosing the existing carport area at JP Office, Precinct #3 as indicated, ADD the sum of FIFTY-NINE THOUSAND, FIVE HUNDRED Dollars (\$ 59,500).

I will use the following subcontractors on this work:

| | Name | Office Location |
|----------|----------------------|-----------------|
| Framing | <u>Mazanec</u> | <u>Waco, TX</u> |
| Drywall | <u>A+H DRYWALL</u> | <u>Waco, TX</u> |
| Painting | <u>DYER PAINTING</u> | <u>Waco, TX</u> |

Executed on September 21, 2016.

[if participant is a corporation]

[complete the following:]

ATTEST: *Ed Mazanec*
(Corporate Seal)

Mazanec Construction Co. Inc.

Company Name

Signature *Ed Mazanec III*

Print Name Ed Mazanec III

Sole Owner, or Partner, or President of Corporation (Delete titles inapplicable to signer)

Whose address is:

1508 New Dallas Highway

Waco, Texas 76705

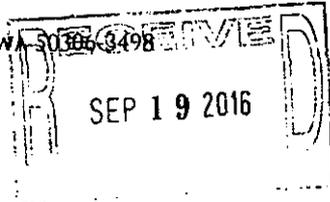
Telephone: 254-799-0291

Fax: 254-799-0295

Email: ed@mazanecconstruction.com

MERCHANTS
BONDING COMPANY

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



BID BOND
PUBLIC WORK

Bond No. N/A

KNOW ALL PERSONS BY THESE PRESENTS:

That Mazanec Construction Company, Inc., P. O. Box 154400, Waco, Texas 76715-4400

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to McLennan County, Waco, Texas

(hereinafter called the Obligee) in the full and just sum of (5% of G.A.B.)

Five Percent of the Greatest Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 21st day of September, 2016

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

McLennan County ADA Renovations JP Office Improvements

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:
[Signature]

Mazanec Construction Company, Inc.
Principal

By Ed Mazanec III President

Witness as to Surety:
X [Signature]
John A. Miller

Merchants Bonding Company (Mutual)
By Sheryl A. Klutts
Sheryl A. Klutts, Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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

John A Miller; John R Stockton; Sheryl A Klutts

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August 2015



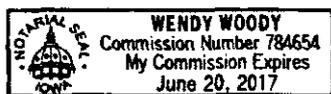
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

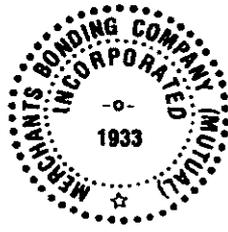


Wendy Woody
Notary Public, Polk County, Iowa

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of September, 2015



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY

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

Please send all notices of claim on this bond to:

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

P.O. Box 14498

Des Moines, Iowa 50306-3498

(515) 243-8171

(800) 678-8171

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

SUSPENSION & DEBARMENT

The "Vendor" certifies, to the best of its knowledge and belief, that the "Vendor" and/or any of its Principals:

- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) Are not listed on the Excluded Parties List System (EPLS) maintained by the General Service Administration (GSA). Note: McLennan County Purchasing Department will check the Excluded Parties List before award of any contract.
- (c) Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (d) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above.
- (e) The Vendor has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Ed Mazanec III / President

Printed Name / Title

Ed Mazanec III

Signature

STATE OF TEXAS DEBARRED VENDOR LIST

The Offeror certifies that they are not in the list of vendors debarred from doing business with the State of Texas.

Ed Mazanec III / President

Printed Name / Title

Ed Mazanec III

Signature

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Mazanec Construction Co. Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed:

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 E. Mazanec III
Signature of vendor doing business with the governmental entity

9-21-2016
Date

Exhibit "B"

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McLennan County ADA Renovations
JP Office Improvements
Waco, TX

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McLennan County ADA Renovations
JP Office Improvements
Waco, Texas

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AGENDA: OCTOBER 18, 2016

P. Work Session Items: (unless otherwise identified above, no action will be taken, but these matters will be discussed):

- | | |
|--|---|
| 1. <i>Discussion regarding Criminal Justice Issues:</i> Updates on the Electronic Monitoring Program / Coordinating the McLennan County Criminal Justice System / Criminal Justice Process / Veterans & Mental Health Courts / Courthouse Security / Public Nuisance Reporting & Enforcement Process, related matters | Information Only |
| 2. <i>Discussion re: Capital Expenditures:</i> including Discussion Regarding the Time Schedule for Capital Outlay / Recommendations from the Finance Committee Regarding the Spending Policy / Equipment Financing, related matters | None |
| 3. <i>Discussion re: County Property,</i> including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; 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; County Off-System Bridge Repair/Maintenance, related matters | None |
| 4. <i>Discussion regarding Texas Department of Transportation:</i> including Rural/Public Transportation, related | None |
| 5. <i>Discussion regarding Agenda Item Submission</i> | None |
| 6. <i>Discussion regarding McLennan County Employee Policy Guide</i> | None |
| 7. <i>Discussion regarding the November General Election</i> | Discussion Only (See beginning of meeting) |
| 8. <i>Discussion regarding Road Water Issues Presentation from ICEQ</i> | Discussion Only |

CD-410, 10:08

INFORMATION ONLY:

WORK SESSION ITEMS (UNLESS OTHERWISE IDENTIFIED ABOVE, NO ACTION WILL BE TAKEN, BUT THESE MATTERS WILL BE DISCUSSED):

DISCUSSION RE: CRIMINAL JUSTICE ISSUES: UPDATES RE: 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

On this the 18 day of October, 2016, came on for consideration the matter of **Work Session Items** (unless otherwise identified above, no action will be taken, but these matters will be discussed): *Discussion re: Criminal Justice Issues*: Updates re: 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.

| | |
|---------------------|------------|
| Report Date: | 10/17/2016 |
|---------------------|------------|



McLennan County EM Office
 219 N. 6th St., Ste. 100 Rm. 101
 Waco, TX 76701

Email: mcennanem@recoveryhealthcare.com

Phone: (254) 300-4277, Fax: (254) 313-1170

| | |
|--|-----|
| Total Client's in lieu of Jail: | 39 |
| Total Indigent Client's: | 24 |
| Total Double Client's: | 24 |
| Client's: | 340 |
| Total Client's: | 364 |

| <u>GPS Totals:</u> | |
|-----------------------|-----------|
| Sheriff: | 39 |
| CSCD: | 1 |
| COB: | 17 |
| Felony: | 2 |
| Other: | 3 |
| PTIP: | 0 |
| Child Support: | 0 |
| Total Clients: | 62 |

| <u>SCRAM CAM Totals:</u> | |
|--------------------------|-----------|
| Sheriff: | 4 |
| CSCD: | 12 |
| COB: | 2 |
| Felony: | 0 |
| Other: | 7 |
| PTIP: | 4 |
| Child Support: | 0 |
| Total Clients: | 29 |

| <u>SCRAM Remote Breath Totals:</u> | |
|------------------------------------|-----------|
| Sheriff: | 0 |
| CSCD: | 20 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 7 |
| PTIP: | 36 |
| Volunteer: | 1 |
| Total Clients: | 64 |

| <u>Soberlink Totals:</u> | |
|--------------------------|----------|
| Sheriff: | 0 |
| CSCD: | 5 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 2 |
| PTIP: | 3 |
| Child Support: | 0 |
| Total Clients: | 7 |

| <u>Drug Patch Totals:</u> | |
|---------------------------|-----------|
| Sheriff: | 7 |
| CSCD: | 3 |
| COB: | 2 |
| Felony: | 0 |
| Other: | 0 |
| PTIP: | 18 |
| Child Support: | 0 |
| Total Clients: | 12 |

| <u>UA Totals:</u> | |
|-----------------------|------------|
| Sheriff: | 15 |
| CSCD: | 0 |
| COB: | 2 |
| Felony: | 1 |
| Other: | 1 |
| PTIP: | 147 |
| Child Support: | 0 |
| Total Clients: | 166 |

| <u>52/52 Totals:</u> | |
|-----------------------|----------|
| Sheriff: | #REF! |
| CSCD: | 0 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 0 |
| PTIP: | 16 |
| Child Support: | 0 |
| Total Clients: | 0 |

| <u>Hair Testing Totals:</u> | |
|-----------------------------|----------|
| Sheriff: | #REF! |
| CSCD: | 0 |
| COB: | 0 |
| Felony: | 0 |
| Other: | 0 |
| PTIP: | 4 |
| Child Support: | 0 |
| Total Clients: | 0 |

| <u>Judge Totals: (House Arrest Only)</u> | | | |
|--|-----------|-------------------------------|----------|
| <u>Judge Cates</u> | | <u>Judge Freeman</u> | |
| GPS | 32 | GPS | 7 |
| SCRAM CAM | 4 | SCRAM CAM | 0 |
| SCRAM RB | 0 | SCRAM RB | 0 |
| Soberlink | 0 | Soberlink | 0 |
| Drug Patch | 7 | Drug Patch | 0 |
| UA | 15 | UA | 0 |
| Indigent | 19 | Indigent | 5 |
| Total in lieu of Jail: | 32 | Total in lieu of Jail: | 7 |
| Double: | 22 | Double: | 2 |

| | | | | | | | |
|------------------------|------------|-----------|----------|-----------|--|------------|------------|
| Barnett, Denny H | 2079367661 | 1/13/2016 | Indigent | Scram CAM | | | |
| Fitzgerald, Reginald E | 2079375608 | 8/5/2016 | Indigent | | | 10/31/2016 | 10/31/2016 |
| | | | | | | | |
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| | |
|-----------------|---|
| Total Clients: | 2 |
| Total Indigent: | 2 |

| Condition of Bond: | | | | | | | |
|---------------------|--------------|-------------|----------|--------|-----------------|----------|----------|
| Client: | Client ID #: | Enrollment: | Status: | Extra: | Specifications: | PO Date: | LO Date: |
| Afano, Tiara R | 2079370556 | 3/29/2016 | | | | | |
| Campbell, Shemiah | 2079375382 | 7/29/2016 | | | | | |
| 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 | | |
| Martinez, David R | 2079359018 | 6/1/2015 | | | Mid-Level | | |
| Mitchell, Marshall | 2079359287 | 6/6/2015 | | | Mid-Level | | |
| Padilla, Adam R | 2079368063 | 6/10/2016 | | | | | |
| 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, Ovidlu | 2079357373 | 5/22/2015 | | | | | |
| Ward, Charlotte R | 2079377483 | 9/29/2016 | Indigent | DP | | | |
| Wharton, Derrick C | 2079343757 | 6/10/2016 | Indigent | | | | |
| Williams, Keithen | 2079362727 | 9/3/2015 | Indigent | | Mid-Level | | |
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|-----------------|----|
| Total Clients: | 17 |
| Total Indigent: | 5 |

| CSCD: | | | | | | | |
|----------------------------|------------|------------|--|--------|-----|--|--|
| **No Payout/Layout Dates** | | | | Judge: | PO: | | |
| Nelson, Joyce J | 2079344370 | 11/19/2015 | | | | | |
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| | |
|-----------------|---|
| Total Clients: | 1 |
| Total Indigent: | 0 |

| Out of State: | | | | | | | |
|----------------------------|------------|------------|--|--------|------------------|--|--|
| **No Payout/Layout Dates** | | | | Judge: | PO: | | |
| Davis, Montana J | 2079376546 | 9/2/2016 | | | Limestone County | | |
| Hockensmith, Blake R | 2079376508 | 9/3/2016 | | | Bell County | | |
| Longoria, Andrew J | 2079364498 | 10/19/2015 | | | Bell County | | |
| | | | | | | | |
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| | |
|-----------------|---|
| Total Clients: | 3 |
| Total Indigent: | 0 |

| Judge Holmes: | | | | | | | |
|----------------------------|--|--|--|--------|-----|--|--|
| **No Payout/Layout Dates** | | | | Judge: | PO: | | |
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|---------------------|----|
| Grand Total Clients | 62 |
|---------------------|----|

SCRAM Clients:

Sheriff:

Judge Cates:

| Client: | | Enrollment: | Status: | Extra: | Specifications: | PQ Date: | LQ Date: |
|----------------------|------------|-------------|----------|-----------|-----------------|------------|------------|
| Espinosa, Margarita | 2079368123 | 7/22/2016 | Indigent | Scram CAM | | 11/1/2016 | 11/12/2016 |
| Grammer, Kelley M | 2079373150 | 6/1/2016 | Indigent | Scram CAM | | 10/21/2016 | 10/31/2016 |
| Harris, Jacob S | 2079362091 | 9/2/2016 | Indigent | UA | | 11/7/2016 | 11/15/2016 |
| Henry, Lashinda S | 2079376547 | 9/2/2016 | Indigent | UA | | 10/29/2016 | 11/8/2016 |
| Johnson, Pamela D | 2079338348 | 7/29/2016 | Indigent | Scram CAM | | 10/24/2016 | 11/4/2016 |
| Lopez, Joe M | 2079376021 | 8/18/2016 | Indigent | Scram CAM | | 10/15/2016 | 10/25/2016 |
| Lozano Jr., Loanel T | 2079377984 | 10/13/2016 | Indigent | OP | | 11/30/2016 | 12/10/2016 |

| | |
|------------------------|---|
| Total Clients: | 7 |
| Total Indigent: | 6 |
| Total SCRAM CAM | 4 |
| Total RB | 0 |

Judge Freeman:

| Client: | | Enrollment: | Status: | Extra: | Specifications: | PQ Date: | LQ Date: |
|--------------------|------------|-------------|---------|-----------|-----------------|-----------|-----------|
| Englander, Julie M | 2079365014 | 8/5/2016 | | Scram CAM | | 11/9/2016 | 11/9/2016 |

| | |
|------------------------|---|
| Total Clients: | 1 |
| Total Indigent: | 0 |
| Total SCRAM CAM | 1 |
| Total RB | 0 |

Other Clients:

| Client: | | Enrollment: | Status: | Extra: | Specifications: | PQ Date: | LQ Date: |
|-------------------|-------------|-------------|----------|-----------|-------------------|----------|----------|
| Barnett, Denny H | 2079367661 | 1/13/2016 | Indigent | Scram CAM | McLennan County | | |
| Bernal, Leroy M | 2079373890 | 6/16/2016 | | Scram RB | McLennan County | | |
| Gonzalez, Juan J | 2079377831 | 10/10/2016 | | Scram RB | Travis County | | |
| MacInnis, Brian D | A2079362527 | 6/29/2016 | | Scram CAM | Collin County | | |
| Miller, Gary L | 2079361577 | 2/24/2016 | | Scram CAM | Freestone County | | |
| Patei, Navaital B | 2079376205 | 8/24/2016 | | Scram CAM | Bell County | | |
| Robb, Jonathan W | 2079361944 | 8/13/2015 | | Scram CAM | Henderson County | | |
| Settle, Donald W | 2079372985 | 5/26/2016 | | Scram CAM | California County | | |
| Tutt, Matthew S | 2079362017 | 9/28/2016 | | Scram CAM | Collin County | | |

| | |
|------------------------|---|
| Total Clients: | 9 |
| Total Indigent: | 1 |
| Total SCRAM CAM | 7 |
| Total RB | 2 |

CAM

RB

CSCD:

Status:

| Client: | | Enrollment: | Status: |
|-------------------------|------------|-------------|---------|
| Chavez, Anthony A | 2079368965 | 8/22/2016 | |
| Cockerham, Jack H | 2079373734 | 9/20/2016 | |
| Fikes, Gary D | 2079369217 | 7/27/2016 | |
| Lewis, Grady F | 2079376481 | 9/1/2016 | |
| Lungoria Jr., Guadalupe | 2079350979 | 9/23/2016 | |
| Matus, Keith | 2079351230 | 3/17/2015 | |
| Nelson, Joyce J | 2079344370 | 11/19/2015 | |
| Olgulin, Juan L | 2079369454 | 4/6/2016 | |
| Sczesny, Johnna | 2079349429 | 7/10/2015 | |
| Sigut, Sierra N | 2079354366 | 4/4/2016 | |
| Stone, Amber D | 2079369176 | 7/12/2016 | |
| Voss, Bobby D | 2079374888 | 7/15/2016 | |

CSCD:

| Client: | | Enrollment: | Status: |
|---------------------|------------|-------------|---------|
| Anzualda, Matthew L | 2079342180 | 5/18/2016 | |
| Baker, David W | 2079373362 | 7/27/2016 | |
| Bewley, Timothy S | 2079373532 | 6/9/2016 | |
| Bloom, Brandi | 2079350888 | 1/14/2015 | |
| Ceniceros, Esli U | 2079330054 | 5/24/2016 | |
| Cooper, Edward | 2079344516 | 8/4/2016 | |
| Cruz, Jose G | 2079367782 | 3/16/2016 | |
| Dunn, Patrick C | 2079353858 | 12/11/2015 | |
| Graham, Antwuz D | 2079331308 | 9/20/2016 | |
| Hand III, James E | 2079365353 | 7/14/2016 | |
| Harris, James B | 2079365748 | 2/3/2016 | |
| Hernandez, Emiliano | 2079354329 | 12/30/2015 | |
| Lindeman, Gary J | 2079377598 | 10/3/2016 | |
| McGregor, Donald P | 2079356755 | 10/10/2016 | |
| McVan, Brian J | 2079359118 | 3/23/2016 | |
| Perez, German | 2079372935 | 9/2/2016 | |
| Saldana, Michael C | 2079351364 | 7/19/2016 | |
| Sanchez, Ricardo A | 2079368047 | 1/25/2016 | |
| Studer, Richard L | 2079356349 | 7/7/2015 | |
| Thigpen, Michael | 2079343692 | 2/2/2015 | |

| | |
|-----------------------|----|
| CAM:CSCD | |
| Total Clients: | 12 |

| | |
|-----------------------|----|
| RB:CSCD | |
| Total Clients: | 20 |

| COB: | | | | | | | |
|-----------------|------------|-------------|---------|--------|-----------------|----------|----------|
| Client: | | Enrollment: | Status: | Extra: | Specifications: | PQ Date: | LQ Date: |
| Brown, Travis J | 2079375269 | 7/27/2016 | | | Scram CAM | | |
| Ward, Jere W | 2079377778 | 10/7/2016 | | | Scram RB | | |
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|----------------|---|
| CAM-COB | |
| Total Clients: | 2 |

| | |
|-----------------|---|
| Total SCRAM CAM | 1 |
| Total RB | 1 |

| | |
|------------------------|----|
| Grand Total RB: | 23 |
| Grand Total SCRAM CAM: | 27 |
| Grand Total Clients: | 51 |

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> |
|-----------------|--|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
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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> |
|-----------------|--|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| | | | | | | | |
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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 | | |
| Guerrero, Jaime | 2079351786 | 9/19/2016 | | | Johnson | | |
| 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 | | |
| | | | | | | | |
| | | | | | | | |
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Total Soberlink: 7

Total CSCD: 5

Other: 2

Grand Total Clients: 7

Drug Patch Clients:

Sheriff:

Judge Cates:

| Clients: | | Enrollment: | Status: | Extra: | Specifications: | PO Date: | LO Date: |
|----------------------|------------|-------------|----------|--------|-----------------|------------|------------|
| Cole, Curtis W | 2079351019 | 9/2/2016 | | DP | | 10/28/2016 | 10/28/2016 |
| Gutierrez, Raul | 2079378024 | 10/14/2016 | Indigent | DP | | 12/7/2016 | 12/15/2017 |
| Lozano Jr., Loanel T | 2079377984 | 10/13/2016 | Indigent | DP | | 11/30/2016 | 12/10/2016 |
| McGruder, Dominique | 2079343588 | 9/19/2016 | | DP | | 10/25/2016 | 10/31/2016 |
| Mitchell, Labon | 2079375314 | 7/28/2016 | Indigent | DP | | 10/23/2016 | 10/29/2016 |
| Modisette, Gregory M | 2079345890 | 8/19/2016 | | DP | | 10/29/2016 | 11/5/2016 |
| Prince, Jared D | 2079376550 | 9/2/2016 | Indigent | DP | | 12/31/2016 | 1/7/2017 |
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| | |
|------------------------|----------|
| Total Clients: | 7 |
| Total Indigent: | 4 |

Judge Freeman:

| Clients: | | Enrollment: | Status: | Extra: | Specifications: | PO Date: | LO Date: |
|----------|--|-------------|---------|--------|-----------------|----------|----------|
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| | |
|------------------------|----------|
| Total Clients: | 0 |
| Total Indigent: | 0 |

COB Clients:

| Clients: | | Enrollment: | Status: | Extra: | Specifications: | PO Date: | LO Date: |
|-------------------|------------|-------------|----------|--------|-----------------|------------|----------|
| McKinney, Gary S | 2079350427 | 10/6/2016 | Indigent | DP | | 12/27/2016 | 1/3/2017 |
| Ward, Charlotte R | 2079377483 | 9/29/2016 | Indigent | DP | | | |
| | | | | | | | |

| | |
|------------------------|----------|
| Total Clients: | 2 |
| Total Indigent: | 2 |

Other Clients:

| Clients: | | Enrollment: | Status: | Extra: | Specifications: | PO Date: | LO Date: |
|-------------------|------------|-------------|---------|--------|-----------------|----------|----------|
| Diamond, Walter A | 2079362819 | 5/5/2016 | | | McLennan | | |
| Morris, Dalton F | 2079368221 | 3/14/2016 | | | McLennan | | |
| Schafer, Robert I | 2079364376 | 10/15/2015 | | | McLennan | | |
| | | | | | | | |
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| | |
|------------------------|----------|
| Total Clients: | 3 |
| Total Indigent: | 0 |

| | |
|-------------------|----------|
| Total CSCD | 3 |
|-------------------|----------|

COB Clients:

| Clients: | | Enrollment: | Status: | Extra: | Specifications: | PO Date: | LO Date: |
|----------|--|-------------|---------|--------|-----------------|----------|----------|
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| | |
|------------------------|----------|
| Total Clients: | 0 |
| Total Indigent: | 0 |

| | |
|------------------------------|-----------|
| Grand Total Clients: | 12 |
| Grand Total Indigent: | 6 |

UA Clients:

Sheriff:

Judge Cates:

| <u>Clients:</u> | | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|----------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Carrigan, Zachary D | 2079376256 | 8/25/2016 | | UA | | 10/22/2016 | 10/28/2016 |
| Darland, Jesse J | 2079377195 | 9/22/2016 | | UA | | 11/18/2016 | 11/24/2016 |
| Flores, Henry N | 2079352673 | 9/29/2016 | Indigent | UA | | 11/10/2016 | 11/17/2016 |
| Garcia, Joseph P | 2079377493 | 9/29/2016 | | UA | | 12/11/2016 | 12/17/2016 |
| Hale, Jason E | 2079377479 | 9/29/2016 | | UA | | 11/10/2016 | 11/17/2016 |
| Harris, Jacob S | 2079362091 | 9/2/2016 | Indigent | UA | | 11/7/2016 | 11/15/2016 |
| Henry, Lashinda S | 2079376547 | 9/2/2016 | Indigent | UA | | 10/29/2016 | 11/8/2016 |
| Kimbrow, Michael A | 2079333093 | 10/13/2016 | Indigent | UA | | 1/9/2017 | 1/15/2017 |
| Long, Laron D | 2079376049 | 8/18/2016 | Indigent | UA | | 11/7/2016 | 11/13/2016 |
| Low, Jordan D | 2079376538 | 9/2/2016 | | UA | | 10/15/2016 | 10/21/2016 |
| Puente-Esparza, Joel | 2079377238 | 9/22/2016 | | UA | | 12/14/2016 | 12/20/2016 |
| Ramirez, Ricky | 2079377477 | 9/29/2016 | Indigent | UA | | 10/22/2016 | 10/29/2016 |
| Rodarte, Ryan E | 2079361818 | 8/26/2016 | | UA | | 11/11/2016 | 11/14/2016 |
| Williams, Gary D | 2079330810 | 7/21/2016 | | UA | | 10/17/2016 | 10/23/2016 |
| Williams, John O | 2079357564 | 9/21/2016 | Indigent | UA | | 12/3/2016 | 12/9/2016 |
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|------------------------|-----------|
| Total Clients: | 15 |
| Total Indigent: | 7 |

Judge Freeman:

| <u>Clients:</u> | | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|-----------------|--|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
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| | |
|------------------------|----------|
| Total Clients: | 0 |
| Total Indigent: | 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> |
|--------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Nickens, Jessica L | 2079367947 | 9/23/2016 | Indigent | UA | | 11/2/2016 | 11/9/2016 |
| | | | | | | | |
| | | | | | | | |
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| | |
|------------------------|----------|
| Total Clients: | 1 |
| Total Indigent: | 1 |

Total CSCD **0**

COB:

| <u>Clients:</u> | | <u>Enrollment:</u> | <u>Status:</u> | <u>Extra:</u> | <u>Specifications:</u> | <u>PO Date:</u> | <u>LO Date:</u> |
|------------------|------------|--------------------|----------------|---------------|------------------------|-----------------|-----------------|
| Brook, Vintice D | 2079369136 | 2/22/2016 | | | | | |
| Chernoff, Lee J | 2079373938 | 6/17/2016 | | | | | |
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| | |
|------------------------|----------|
| Total Clients: | 2 |
| Total Indigent: | 0 |

| | |
|------------------------------|-----------|
| Grand Total Clients: | 18 |
| Grand Total Indigent: | 8 |

Pre Trial Intervention Program:

GPS Clients:

SCRAM RB Clients:

| Client ID #: | Enrollment: | | | |
|---------------------|--------------------|--|-------------------------------|------------|
| 2079365415 | 11/6/2015 | | | 5/4/2017 |
| 2079369485 | 3/1/2016 | | | 3/1/2017 |
| 2079375137 | 7/22/2016 | | | 7/22/2017 |
| 2079369692 | 3/4/2016 | | | 3/4/2017 |
| 2079368241 | 1/28/2016 | | | 1/28/2017 |
| 2079368394 | 2/2/2016 | | | 2/2/2017 |
| 2079376803 | 9/12/2016 | | | 6/12/2017 |
| 2079377958 | 10/13/2016 | | | 10/13/2017 |
| 2079371039 | 4/11/2016 | | | 4/11/2017 |
| 2079365788 | 11/17/2015 | | | 11/17/2016 |
| 2079375763 | 8/10/2016 | | ETG Hair Testing after 6 Mont | 2/10/2017 |
| 2079375282 | 7/27/2016 | | | 7/27/2017 |
| 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 |
| 2079376368 | 8/29/2016 | | | 8/29/2017 |
| 2079368155 | 1/26/2016 | | | 7/26/2018 |
| 2079358881 | 5/28/2015 | | | 8/28/2016 |
| 2079370239 | 3/21/2016 | | | 3/21/2017 |
| 2079367635 | 1/13/2016 | | | 1/13/2017 |
| 2079370012 | 3/14/2016 | | | 3/14/2017 |
| 2079376922 | 9/15/2016 | | | 6/15/2017 |
| 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 |
| 2079366936 | 12/18/2015 | | | 12/18/2016 |
| 2079371121 | 4/13/2016 | | | 4/13/2017 |
| 2079367805 | 1/19/2016 | | | 1/19/2017 |
| 2079370698 | 4/1/2016 | | | 4/1/2017 |
| 2079366777 | 12/15/2015 | | | 3/15/2017 |
| 2079371930 | 5/3/2016 | | | 11/3/2016 |
| 2079375328 | 7/28/2016 | | | 10/28/2017 |
| 2079373812 | 6/15/2016 | | | 6/15/2017 |
| | | | | |

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|-----------------------|-----------|
| Total Clients: | 36 |
|-----------------------|-----------|

SCRAM CAM Clients:

| <u>Client ID #:</u> | <u>Enrollment:</u> | | | |
|---------------------|--------------------|--|--|------------|
| 2079369239 | 4/18/2016 | | | 2/24/2017 |
| 2079368073 | 1/25/2016 | | | 1/25/2017 |
| 2079370216 | 3/18/2016 | | | 9/15/2017 |
| 2079351353 | 11/7/2014 | | | 11/16/2016 |
| | | | | |
| | | | | |

Total Clients: 4

SCRAM 52/52 Clients:

| <u>Client ID #:</u> | <u>Enrollment:</u> | | | |
|---------------------|--------------------|--|-----------|------------|
| 2079376769 | 9/9/2016 | | Scram CAM | 9/9/2017 |
| 2079373156 | 6/1/2016 | | Scram RB | 6/1/2017 |
| 2079370924 | 4/7/2016 | | Scram RB | 4/7/2017 |
| 2079376775 | 9/9/2016 | | Scram CAM | 9/9/2017 |
| 2079376949 | 9/15/2016 | | Scram CAM | 9/15/2017 |
| 2079374778 | 7/12/2016 | | Scram CAM | 7/12/2017 |
| 2079376362 | 8/29/2016 | | Scram CAM | 8/29/2017 |
| 2079371308 | 4/18/2016 | | Scram RB | 4/18/2017 |
| 2079367503 | 1/8/2016 | | Scram RB | 10/8/2016 |
| 2079374654 | 7/8/2016 | | Scram CAM | 7/8/2017 |
| 2079375954 | 8/16/2016 | | Scram CAM | 8/16/2017 |
| 2079375576 | 8/4/2016 | | Scram CAM | 8/4/2017 |
| 2079374614 | 7/7/2016 | | Scram RB | 7/7/2017 |
| 2079372166 | 5/9/2016 | | Scram RB | 5/9/2017 |
| 2079377839 | 10/10/2016 | | Scram CAM | 10/10/2017 |
| 2079374051 | 6/21/2016 | | Scram RB | 6/21/2017 |
| | | | | |
| | | | | |

Total Clients: 16

Total Scram CAM: 9

Total Scram RB: 7

DP Clients:

| <u>Client ID #:</u> | <u>Enrollment:</u> | | | |
|---------------------|--------------------|--|--------------------------|------------|
| 2079372449 | 5/16/2016 | | DP 1st 90 Days- Weekly | 5/16/2018 |
| 2079371817 | 6/10/2016 | | DP 1st 90 days- Random | 6/10/2018 |
| 2079373948 | 6/17/2016 | | DP 1st 30 Day- | 6/17/2018 |
| 2079377391 | 9/27/2016 | | DP 1st 30 Days- UA 1x M | 12/27/2017 |
| 2079373766 | 6/14/2016 | | DP 90 Days- Hair Testing | 6/14/2018 |
| 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 |
| 2079373860 | 8/26/2016 | | DP for 60 Days- UA 2x a | 6/16/2018 |
| 2079377826 | 10/10/2016 | | DP 1st 60 Days- UA 3x M | 10/10/2018 |

Total Clients: 18

| | | | | | |
|------------|------------|--|--|-------------------------|------------|
| 2079374005 | 6/20/2016 | | | DP 1st 60 Days- UA 2x M | 12/20/2017 |
| 2079377260 | 9/23/2016 | | | DP 1st 30 Days- UA 2x a | 9/23/2018 |
| 2079364404 | 12/18/2015 | | | DP 1st 30 days- UA/DP F | 12/18/2017 |
| 2079364500 | 10/19/2015 | | | DP 6 Months- UA 2x a M | 10/19/2017 |
| 2079374627 | 7/7/2016 | | | DP 1st 30 Days- Subject | 7/7/2018 |
| 2079374584 | 7/6/2016 | | | DP 1st 30 Days- UA 1x a | 10/6/2017 |
| 2079372806 | 7/28/2016 | | | DP 1st 90 Days- Random | 7/28/2018 |
| 2079375526 | 8/3/2016 | | | DP 1st 30 Days- UA 2x a | 8/3/2018 |
| 2079368713 | 2/10/2016 | | | DP 90 days- UA 2x a Mo | 2/10/2018 |
| | | | | | |
| | | | | | |

Hair Testing Clients:

| <u>Client ID #:</u> | <u>Enrollment:</u> | | | | |
|---------------------|--------------------|--|--|-------------------------------|-----------|
| 2079375763 | 8/10/2016 | | | ETG Hair Testing after 6 Mont | 1/10/2018 |
| 2079373766 | 6/14/2016 | | | DP 90 Days- Hair Testing | 6/14/2018 |
| 2079373936 | 8/9/2016 | | | Hair Testing every 90 da | 8/9/2018 |
| 2079358098 | 12/4/2015 | | | | 12/4/2016 |
| | | | | | |

Total Clients: 4

Soberlink Clients:

| <u>Client ID #:</u> | <u>Enrollment:</u> | | | | |
|---------------------|--------------------|--|--|--|-----------|
| 2079369450 | 2/29/2016 | | | | 2/28/2017 |
| 2079372097 | 5/6/2016 | | | | 5/6/2017 |
| 2079369305 | 2/25/2016 | | | | 2/25/2017 |
| | | | | | |

Total Clients: 3

UA Clients:

| <u>Client ID #:</u> | <u>Enrollment:</u> | | | | |
|---------------------|--------------------|--|--|------------------------|-----------|
| 2079377291 | 9/23/2016 | | | Random UA | 9/23/2017 |
| 2079367420 | 1/7/2016 | | | 1x a Month | 1/7/2017 |
| 2079368623 | 2/8/2015 | | | Random UA | 2/8/2017 |
| 2079376490 | 9/1/2016 | | | 1x a Month | 9/1/2017 |
| 2079372449 | 5/16/2016 | | | DP 1st 90 Days- Weekly | 5/16/2018 |
| 2079367853 | 1/20/2016 | | | 1x a Month | 1/20/2017 |
| 2079375918 | 9/16/2016 | | | Random | 9/16/2018 |
| 2079367814 | 1/19/2016 | | | 1x a Month | 1/19/2017 |
| 2079368390 | 2/2/2016 | | | 2x a Week for 60 Days- | 8/2/2017 |
| 2079376894 | 9/14/2016 | | | 1x a Month | 9/14/2017 |
| 2079366716 | 12/14/2015 | | | 1x a Month | 6/14/2017 |

Total Clients: 147

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|------------|------------|--|--|-------------------------|------------|
| 2079374057 | 6/21/2016 | | | 1x a Month | 12/21/2017 |
| 2079362701 | 9/1/2015 | | | 1x a Month | 3/1/2017 |
| 2079375313 | 7/28/2016 | | | 1x a Month | 7/28/2017 |
| 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 |
| 2079376044 | 8/18/2016 | | | 1x a Month | 8/18/2017 |
| 2079377672 | 10/4/2016 | | | 1x a Month | 10/4/2017 |
| 2079375196 | 7/25/2016 | | | 1x a Month | 10/25/2017 |
| 2079372622 | 5/18/2016 | | | DP 1st 30 Days- Random | 5/18/2018 |
| 2079351959 | 11/21/2014 | | | 1x a Month | 11/21/2016 |
| 2079375639 | 8/5/2016 | | | 1x a Month | 8/5/2017 |
| 2079369301 | 2/25/2016 | | | 1x a Month | 2/25/2018 |
| 2079375740 | 8/9/2016 | | | 1x a Month | 5/9/2017 |
| 2079369800 | 3/8/2016 | | | 1x a Month | 3/8/2017 |
| 2079371817 | 6/10/2016 | | | DP 1st 90 days- Random | 6/10/2018 |
| 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 |
| 2079376932 | 9/15/2016 | | | 1x a Month | 12/15/2017 |
| 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 |
| 2079373948 | 6/17/2016 | | | DP 1st 30 Day- | 6/17/2018 |
| 2079352456 | 10/19/2015 | | | 1x a Month | 10/19/2017 |
| 2079369844 | 3/9/2016 | | | 1x a Month | 3/9/2017 |
| 2079377391 | 9/27/2016 | | | DP 1st 30 Days- UA 1x M | 12/27/2017 |
| 2079366560 | 12/9/2015 | | | 1x a Month | 12/9/2016 |
| 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 | 8/26/2016 | | | DP for 60 Days- UA 2x a | 6/16/2018 |
| 2079376259 | 8/25/2016 | | | 1x a Month | 8/25/2017 |
| 2079367128 | 12/23/2015 | | | DP 1x - UA 1x Month Re | 12/23/2017 |
| 2079358604 | 5/20/2015 | | | 1x a Month | 5/20/2017 |
| 2079365848 | 11/18/2015 | | | 1x a Month | 11/18/2016 |

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|------------|------------|--|--|-------------------------|------------|
| 2079364844 | 10/27/2015 | | | 2x- 6mths, 1x- 6mths | 4/27/2017 |
| 2079377826 | 10/10/2016 | | | DP 1st 60 Days- UA 3x M | 10/10/2018 |
| 2079376956 | 9/15/2016 | | | 1x a Month | 3/15/2018 |
| 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 |
| 2079374058 | 6/21/2016 | | | Random | 6/21/2017 |
| 2079377260 | 9/23/2016 | | | DP 1st 30 Days- UA 2x a | 9/23/2018 |
| 2079357699 | 1/26/2016 | | | 2x a Month | 1/26/2018 |
| 2079376922 | 9/15/2016 | | | 1x a Month | 12/14/2017 |
| 2079376839 | 9/13/2016 | | | 1x a Month | 3/13/2018 |
| 2079366433 | 1/13/2016 | | | 2x a Month | 1/13/2018 |
| 2079376607 | 9/6/2016 | | | 1 X a Month | 12/9/2017 |
| 2079365807 | 11/17/2015 | | | 1x a Month | 11/17/2016 |
| 2079367444 | 1/7/2016 | | | 1x a Month | 1/7/2017 |
| 2079376143 | 8/22/2016 | | | 1x a Month | 11/22/2017 |
| 2079364587 | 10/21/2015 | | | 2x a Month | 10/21/2016 |
| 2079366047 | 11/23/2015 | | | 1x a Month | 11/23/2017 |
| 2079352968 | 12/19/2014 | | | DP-6 Months- 2x- Rema | 12/19/2016 |
| 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 |
| 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 |
| 2079374993 | 7/19/2016 | | | 1x a Month | 7/19/2017 |
| 2079368295 | 1/29/2016 | | | Random UA | 1/29/2018 |
| 2079377030 | 9/19/2016 | | | 1x a Month | 9/19/2018 |
| 2079364404 | 12/18/2015 | | | DP 1st 30 days- UA/DP F | 12/18/2017 |
| 2079372728 | 5/20/2016 | | | Random UA | 5/20/2018 |
| 2079377770 | 10/7/2016 | | | Random | 10/7/2018 |
| 2079377620 | 10/3/2016 | | | 1x a Month | 10/3/2017 |
| 2079374056 | 6/21/2016 | | | 1x a Month | 6/21/2018 |
| 2079366651 | 12/11/2015 | | | 1x a Month | 12/11/2016 |
| 2079376265 | 8/25/2016 | | | 1x a Month | 2/25/2018 |
| 2079376998 | 9/16/2016 | | | 1x a Month | 9/16/2017 |
| 2079377903 | 10/11/2016 | | | 1x a Month | 10/11/2017 |
| 2079374706 | 7/11/2016 | | | 1x a Month | 7/11/2017 |
| 2079370991 | 4/8/2016 | | | 2x a Month for 90 days, | 10/8/2017 |
| 2079377110 | 9/20/2016 | | | Random UA | 9/20/2017 |

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|------------|------------|--|-------------------------|------------|
| 2079373485 | 6/8/2016 | | 1x a Month | 6/8/2017 |
| 2079366305 | 12/2/2015 | | 1x a Month | 12/2/2016 |
| 2079377027 | 9/19/2016 | | 1x a Month - Subject to | 9/19/2017 |
| 2079362702 | 9/1/2015 | | 1x a Month | 3/1/2017 |
| 2079369236 | 2/24/2016 | | DP 90 days- UA 1x a Mo | 2/24/2017 |
| 2079377169 | 9/21/2016 | | 1x a Month | 9/21/2017 |
| 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 |
| 2079374627 | 7/7/2016 | | DP 1st 30 Days- Subject | 7/7/2018 |
| 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 |
| 2079378020 | 10/14/2016 | | 1x a Month | 10/14/2017 |
| 2079362951 | 9/8/2015 | | 1x a Month | 3/8/2017 |
| 2079364580 | 10/21/2015 | | 1x a Month | 10/21/2016 |
| 2079377130 | 9/21/2016 | | 1x a Month | 3/21/2018 |
| 2079366629 | 12/11/2015 | | 1x a Month | 12/11/2016 |
| 2079377639 | 10/4/2016 | | 1x a Month | 10/4/2018 |
| 2079375167 | 7/25/2016 | | 1x a Month | 7/25/2017 |
| 2079374374 | 6/29/2016 | | 1x a Month | 6/29/2017 |
| 2079372806 | 7/28/2016 | | DP 1st 90 Days- Random | 7/28/2018 |
| 2079371852 | 4/29/2016 | | 1x a Month | 4/29/2017 |
| 2079361598 | 8/19/2015 | | DP 6 Months- UA 1x a M | 11/19/2016 |
| 2079375193 | 7/25/2016 | | 1x a Month | 7/26/2017 |
| 2079374801 | 7/13/2016 | | 1x a Month | 1/13/2018 |
| 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 |
| 2079376026 | 8/18/2016 | | Random UA | 8/18/2017 |
| 2079377083 | 9/20/2016 | | 1x a Month | 9/20/2017 |
| 2079368713 | 2/10/2016 | | DP 90 days- UA 2x a Mo | 2/10/2018 |
| 2079358607 | 5/20/2015 | | 2x-6 Months- 1x- Remai | 5/20/2017 |
| 2079367121 | 12/23/2015 | | 1x a Month | 12/23/2016 |
| 2079376479 | 9/1/2016 | | Random UA | 9/1/2017 |
| 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 |
| 2079366400 | 12/4/2015 | | 1x a Month | 12/4/2016 |
| 2079375029 | 7/20/2016 | | 1x a Month | 1/20/2018 |
| 2079377168 | 9/21/2016 | | Random | 9/21/2018 |

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|------------|------------|--|--|------------------------|------------|
| 2079377779 | 10/7/2016 | | | 1x a Month | 10/7/2017 |
| 2079377901 | 10/11/2016 | | | 1x a Month | 10/11/2017 |
| 2079371425 | 4/21/2016 | | | DP 1st 30 Days- UA Wee | 4/21/2018 |
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Other Clients:

| <u>RB</u> | | |
|--------------------|------------|-----------|
| Stringer, Arthur C | 2079372656 | 5/19/2016 |
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Total Scram RB Client: 1

| <u>Scram CAM:</u> | | |
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Total Scram CAM Client: 0

| <u>SoberLink:</u> | | |
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| <u>Drug Patch:</u> | | |
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Total Clients: 1

FILED: OCT 18 2016

J.A. "ANDY" HARWELL, County Clerk
McLennan County, Texas
By: [Signature]

INFORMATION ONLY:

**WORK SESSION ITEMS (UNLESS OTHERWISE IDENTIFIED ABOVE, NO ACTION WILL
BE TAKEN, BUT THESE MATTERS WILL BE DISCUSSED):**

DISCUSSION RE: ROAD WATER ISSUES PRESENTATION FROM TCEQ

On this the 18 day of October, 2016, came on for consideration the matter of *Work Session Items*: (unless otherwise identified above, no action will be taken, but these matters will be discussed): *Discussion regarding Road Water Issues Presentation from TCEQ*. The Court discussed the Road Water Issues Presentation from TCEQ.

ORDER RECESSING SPECIAL SESSION

On this the 18 day of October, 2016, at 10:10 o'clock a.m., County Judge Scott Felton announced that this meeting of October 18, 2016 stands in recess for ten minutes.

ORDER RECONVENING SPECIAL SESSION

On this the 18 day of October, 2016, at 10:20 o'clock a.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

ORDER RECESSING TO EXECUTIVE SESSION

On this the 18 day of October, 2016, at 10:20 o'clock a.m. the County Judge announced that at this time we will go into Executive Session in accordance with Section 551.071 and 551.072 of the Local Government Code (V.C.T.A.)

ORDER RECONVENING SPECIAL SESSION

On this the 18 day of October, 2016, at 11:06 o'clock a.m. the Court reconvened in Special Session with County Judge Scott M. Felton presiding and Commissioners Kelly Snell, Lester Gibson, Will Jones and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

The Court went back to item H. 2 Re: the McLennan County Group Health Plan.

ORDER APPROVING:

**AUTHORIZATION OF ADMINISTRATIVE SERVICES AGREEMENT AND
RELATED DOCUMENTS: SCOTT & WHITE HEALTH PLAN**

RE: THE MCLENANN COUNTY GROUP HEALTH PLAN

On this the 18 day of October, 2016, came on for consideration the matter Regarding the McLennan County Group Health Plan: Authorization of Administrative Services Agreement and related documents: Scott & White Health Plan. After discussion, Commissioner Jones made a motion to approve the Agreement with Scott & White Health Plan 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

KEPT DEFERRED:

**AUTHORIZATION OF SUMMARY PLAN DESCRIPTION (SPD)
ADMINISTERED BY SCOTT & WHITE**

RE: THE MCLENNAN COUNTY GROUP HEALTH PLAN

On this the 18 day of October, 2016, came on for consideration the matter Regarding the McLennan County Group Health Plan: Authorization of Summary Plan Description (SPD) Administered by Scott & White. 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 and Commissioner Jones. It is ordered by the Court that said Authorization be, and the same is hereby, kept deferred by unanimous vote.

ORDER ADJOURNING SPECIAL SESSION

On this the 18 day of October, 2016, at 11:08 o'clock a.m. County Judge Scott M. Felton announced that the meeting of October 18, 2016 is adjourned.

ITEMS DEFERRED, AGENDA, OCTOBER 18, 2016

On this the 18 day of October, 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 October 18, 2016, be, and the same are hereby, deferred:

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

2. Regarding the FY 16 Budget:

d. 170th District Court

h. Certification of Local Government Code 111.07075 Special Budget for Revenue Received after Start of the Fiscal Year and related Budget Amendment (re: Constable, Precinct 1)

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

1. Authorization of Quote: BIS Digital (re: USB Audio Mixer)

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

1. Authorization of Interlocal Cooperation Agreement for Housing and Care of Inmates: Freestone County

2. Regarding the McLennan County Group Health Plan:

b. Authorization of Summary Plan Description (SPD) Administèred by Scott & White

J. Real Estate, Right of Way, and Easements

1. Authorization of Deed Without Warranty / Authorization to Convey Undivided Interest to Waco I.S.D. (re: MCAD # 48043400002005: Lot 4, Block 3, J. Weisman Addition, City of Waco, McLennan County, Texas)

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