

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 21st day of January, 2020 at 9:00 o'clock 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:**
 1. Proclamation of the McLennan County Commissioners Court, In Loving Memory of Mr. James Lee "Jimmy" Davis Business Owner, Philanthropist
 2. Proclamation Recognizing School Choice Week
 3. Proclamation Recognizing The 45th Texas State Lectureship
- 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 of Dedicated Internet & Voice Mail Bundle Agreement with AT&T (re: Justice of the Peace, Precinct 3)
 - b. Recording of Renewal of Annual Subscription Agreement with Oracle America, Inc. (re: JAVA Licensing)
 2. **Financial Obligations of McLennan County:**
 - a. Authorization for County Treasurer to Pay County Checks / Wire / Electronic Transfers Issued Since the Last Authorization
 3. **Human Resources / Salary Matters (Payroll Status Forms or Changes):**
 4. **Authorization / Ratification of RFP's, RFQ's, and Bids Advertisements; Publications; Public / Legal Notices**
 5. **Travel and Education Requests:**
 - a. Spaceport Development Corporation
 - b. Greater Waco Chamber of Commerce
 6. **Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:**
 - a. Constable, Precinct 3: Recording of Racial Profiling Report (ref: TX Code of Criminal Procedure, Article 2.132)
 - b. Waco-McLennan County Public Health District: Authorization of December Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program)
 - c. County Auditor:
 - 1) Recording of Monthly Financial Reports, October - December 2019
 - 2) Update regarding Fiscal Year 2019
 - d. County Treasurer: Recording of McLennan County Investment Report, December 2019
 - e. McLennan County Children's Protective Services Board: Recording of Detailed Transaction Report, December 2019
 - f. Road and Bridge, Precinct 2: Recording of 2019 Annual Report
 7. **Burn Ban Approval, Extension, or Termination**
 8. **Authorization of McLennan County Credit Card Purchases**
 9. **County Property and/or Construction Projects:**
 - a. Approval of Memorandum of Agreement and Authorization of Payment for Acquisition of Right-of-Way Parcel No. P-3E (re: Chapel Road Improvement Project)
 10. **Approval of the Correction of Health Coverage for Widow of Retiree**
- F. Budget, Budget Amendments/Transfers/Changes, Additional Revenue Certifications, Expenditure Requests:**
 1. **Regarding FY 20 Budget:**
 - a. Mental Health

- b. Specialty Court
- c. Justice of the Peace, Precinct 2
 - 1) Regarding General Fund (Fund 001)
 - 2) Regarding Justice Court Building Security Fund (Fund 130)
- d. Road & Bridge, Precinct 3
- e. HOT Fairgrounds
- f. Capital Outlay
 - 1) Regarding Dump Trailer for Maintenance of Buildings
 - 2) Regarding Access Control System for Sheriff's Office
- g. District Clerk (Fund 120)
- h. 54th District Court
- i. Justice of the Peace, Precinct 5 (Fund 130)
- j. Justice of the Peace, Precinct 1 Place 2 (Fund 140)
- k. Permanent Improvement Fund (Fund 401)
 - 1) Regarding Cow Bayou Site 10 Project
 - 2) Regarding Tradinghouse Lake Grant Project
- l. 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417)
- m. 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419)

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

- 1. Authorization of Asbestos Inspection Proposal / P19044S: Environmental Concerns, Inc. (ECI)
- 2. Authorization of Building Condition Assessment Proposal: CP&Y
- 3. Authorization of Recommendation for RFP 20-006: McLennan County Roof Program (2019)
- 4. Authorization of Redistricting Proposal Following the 2020 Census
- 5. Authorization of Mitel Phones Quote: A&A Technology Group, Inc. (re: Human Resources Department)

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

- 1. Authorization of Agreement for Waterside Maintenance with Specialty Water Treatments, LLC
- 2. Authorization of Agreements and related Documents with CTWP (re: Copier for County Clerk's Office)
- 3. Regarding the Agreement with CTWP for the McLennan County Tax Office / Records Building Copier:
 - a. Action to Rescind Previous Approval of Agreements / Addendums / Amendments
 - b. Authorization of Corrected Agreements / Addendums / Amendments
- 4. Authorization of Equipment Lease with NeoPost (re: County Clerk Mailing Machine)
- 5. Authorization of Service Agreement with Stericycle, Inc. (re: Jack Harwell Detention Center Document Shredding Services)
- 6. Authorization of Medicare Advantage with Prescription Drug Benefit Group Agreement with UnitedHealthcare Company (re: United Medicare Advantage Plan/Retiree Senior Medical Plan)
- 7. Authorization of Contract Agreement with Beavers Contracting, LLC (re: Repair of Cow Bayou Watershed Floodwater Retarding No 10)
- 8. Authorization of Monitoring Agreements with L&M Electronics:
 - a. Regarding the Tax Office
 - b. Regarding Justice of the Peace, Precinct 3
- 9. Authorization of Revised Grant Agreement with Heart of Texas Region Mental Health Mental Retardation Center (re: Medical Clearance Initiative at the Crisis Treatment Center)
- 10. Authorization of Service Agreement with Grande Communications Networks, LLC (re: Courts Internet Services Upgrades)

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

1. Regarding the Multiple Site Expansion to Existing Simulcast Communication System / Radio Tower Project:
 - a. Authorization of Equipment Quote: Tessco (re: Supplies for Road & Bridge Precincts Shelters)
 - b. Authorization of Shelter Quote: Fibrebond (re: Road & Bridge, Precincts 2 & 4)
 - c. Authorization of Electrical Circuit Quote: Elliott Electrical Supply (re: Road & Bridge, Precinct 1 Shelter)
2. Authorization of Proposal: Clark Roofing (re: Justice of the Peace, Precinct 4 Roof Replacement)
3. Regarding the Renovation of Building for IV-D Court (Bid #19-017) / Agreement with K4 Construction, LLC:
 - a. Authorization of Owner Change Order No. 9
 - b. Authorization of Change Order Request No. 014
 - c. Authorization of Change Order Request No. 015

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

K. Grants / Grant Proposals:

1. Regarding the State Criminal Alien Assistance Program (SCAAP): Acceptance of FY 19 Grant Award
2. Regarding the Heart of Texas Council of Governments (HOTCOG) / Texas Commission on Environmental Qualities (TCEQ) Environmental Development Grant: Authorization of Solid Waste Program Funding Application Submission (re: Road & Bridge, Precincts 1 - 3)
3. Regarding the Texas Community Development Block Grant (TxCDBG): Ratification of Exemption Request from State Historical Preservation Officer (SHPO) Review (re: Water and Sewer Improvements in the Unincorporated Community of Elm Mott)

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

1. Juvenile Probation: Authorization of Request for Cell Phones
2. County Treasurer: Annual Adoption of Authorized Brokers and Recording of TexPool and Texas Class Acknowledgements
3. County Sheriff: Authorization of Application for Aircraft Hull and Liability Insurance with Starr Companies
4. Purchasing: Authorization of On-Line Auction with Rene Bates, related Ad, and Order Declaring Certain Property as Surplus and Authorizing Disposition of Same (ref: Local Government Code 263)

M. Additional Items for Discussion and Potential Action:

1. Discussion and/or Action regarding the McLennan County Facility Master Plan and/or Office Relocations
2. Greater Waco Chamber of Commerce: Monthly Economic Development Report, November 2019
3. Authorization of Amendment to the McLennan County Employee Policy Guide (re: Section 4.02: E-Mail, Internet and Computer Policy)
4. McLennan County Children's Protective Services Board: Authorization of Board Appointment
5. Authorization of the McLennan County Pauper Cremation Policy
6. Authorization of Fixed Asset Transfer Forms (re: Assets Transfers from Various Departments)
7. Authorization of Intergovernmental Transfers of Funds derived from the County Health Care Provider Participation Fund Mandatory Payments to Provide the Nonfederal Share of a Supplemental Payment Program Authorized Under the Texas Healthcare Transformation and Quality Improvement Program ("Sec 1115") Waiver and/or the Nonfederal Share of Medicaid Rate Increase for Hospital Services Available Under the Local Provider Participation Fund (LPPF)
8. Law Library Committee: Update regarding Review of the New Law Library and Possible Dedication

N. Americans with Disabilities Compliance Project:

1. Authorization of Professional Services Invoice: CP&Y (re: ADA Study / Report for December)

O. 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; Reintegration Programs; Updates from the Associate Judge; Jack Harwell Detention Facility, 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

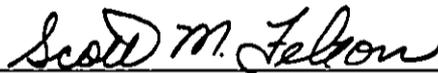
3. **Discussion regarding County Property:** including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Space and Office Allocations; Tradinghouse Lake/Park; Updates regarding ADA Capital Improvements; Updates regarding Road Projects including Surrey Ridge Road, Speegleville Road, and/or Chapel Road; County Off-System Bridge Repair/Maintenance, Judicial Center Feasibility Study, File Storage at Downtown Jail, Original Themis Statue, Clock / Clock Tower Project, related matters
4. **Discussion regarding Rural Transit District:** including Rural/Public Transportation Updates / Reports, related matter
5. **Discussion regarding Radio Interoperability:** including Tower Sites, Trunking Systems and System Upgrades
6. **Discussion regarding Risk Management Policy**
7. **Discussion regarding Jail Magistration**
8. **Discussion regarding Vote Centers**

P. 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 advice dealing with pending litigation, administrative claims or notices, and legal effects, liabilities, and legal options including but not limited to claims arising from Opioid Litigation, Civil Rights Cases, Tort Claims, or Other Pending or Threatening Litigation
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: Personnel Review / Evaluation of Commissioners Court Appointed Department Heads; Employment, Appointment, Termination, Hearing Grievances Against Employees or Public Officials; Incentive Pay; 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

Q. Adjourn

Signed this 16th day of January, 2020


 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 16th day of January, 2020.

Witness my hand and seal of office at Waco, McLennan County, Texas the 16th day of January, 2020 at 4:45 p.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

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

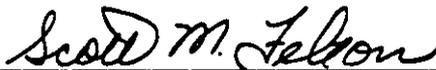
NOTICE OF MEETING OF THE MCLENNAN COUNTY COMMISSIONERS COURT

NOTICE IS HEREBY GIVEN in accordance with the Government Code, Chapter 551, (known as the Open Meetings Act), as amended, that a special meeting of Commissioners' Court, the governing body of McLennan County, will be held on **Tuesday, the 21st day of January, 2020 at 9:00 o'clock a.m.** in the Commissioners Courtroom, First Floor, West Wing, of the McLennan County Courthouse in the City of Waco, Texas, at which time **the following SUPPLEMENT to the AGENDA** previously posted on January 16, 2020 **will be considered:**

SUPPLEMENTAL AGENDA

- A. Proof of posting of notice** in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act.
- B. Capital Improvement, Repair, Maintenance Projects and Construction Projects:**
 - 1. Regarding the McLennan County Tradinghouse Lake Boating Access Facilities Renovation (Bid 20-001) / Form of Agreement with HCS Inc. Commercial General Contractor: Authorization of Payment Application # 1

Signed this the 17th day of January, 2020



SCOTT M. FELTON, County Judge

THE STATE OF TEXAS *
COUNTY OF MCLENNAN *

I, J. A. "ANDY" HARWELL, County Clerk, and the Ex-Officio Clerk to the Commissioners Court, hereby certify that the above and foregoing is a true and correct copy of a **SUPPLEMENTAL NOTICE OF MEETING** posted by me at the Courthouse door in Waco, McLennan County, Texas, where notices are customarily posted, on this the 17th day of January, 2020

Witness my hand and seal of office at Waco, McLennan County, Texas, on this the 17th day of January, 2020 at 3:30 p.m.

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

BY: 
(Deputy)

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

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: JANUARY 21, 2020

B. Moment of Silence / Invocation and Pledge

CD-547, 9:08

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.

AGENDA: JANUARY 21, 2020

C. Public Comments

CD-547, 9:09

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

AGENDA: JANUARY 21, 2020

D. Proclamations / Resolutions:

- | | |
|--|-----------------|
| 1. Proclamation of the McLennan County Commissioners Court, In Loving Memory of Mr. James Lee "Jimmy" Davis Business Owner, Philanthropist | Deferred |
| 2. Proclamation Recognizing School Choice Week | Approved |
| 3. Proclamation Recognizing The 45th Texas State Lectureship | Approved |

CD-547, 9:09

ORDER DEFERRING:

**PROCLAMATION OF THE MCLENNAN COUNTY COMMISSIONERS
COURT, IN LOVING MEMORY OF MR. JAMES LEE "JIMMY"
DAVIS BUSINESS OWNER, PHILANTHROPIST**

On this the 21 day of January, 2020, came on for consideration the matter of Proclamation of the McLennan County Commissioners Court, In Loving Memory of Mr. James Lee "Jimmy" Davis Business Owner, Philanthropist. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Proclamation be, and the same is hereby, Deferred by unanimous vote.

ORDER APPROVING:

**PROCLAMATION RECOGNIZING SCHOOL
CHOICE WEEK**

On this the 21 day of January, 2020, came on for consideration the matter of Proclamation Recognizing School Choice Week. After discussion, Commissioner Jones made a motion to approve D. 2. and it was seconded simultaneously by Commissioner Miller and Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Proclamation be, and the same is hereby, approved by unanimous vote.



**STATE OF TEXAS
COUNTY OF MCLENNAN**

PROCLAMATION

**PROCLAMATION OF THE COMMISSIONERS COURT OF MCLENNAN COUNTY, TEXAS
RECOGNIZING SCHOOL CHOICE WEEK**

WHEREAS, all children in McLennan County should have access to the highest-quality education possible; and

WHEREAS, the McLennan County Commissioners Court recognizes the important role that an effective education plays in preparing all students in McLennan County to successful adults; and

WHEREAS, quality education is critically important to the economic vitality of McLennan County; and

WHEREAS, McLennan County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, education variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

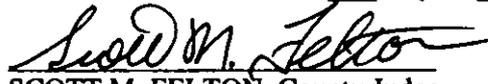
WHEREAS, McLennan County has many high-quality teaching professional in all types of school settings who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options; and

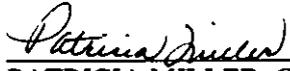
NOW, THEREFORE, BE IT PROCLAIMED that the Commissioners Court of McLennan County, Texas hereby officially recognizes January 26 – February 1, 2020 as McLennan County School Choice Week, and call this observance to the attention of all our citizens; and

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

WITNESSED OUR HAND AND SEAL this 21st day of January, 2020.


SCOTT M. FELTON, County Judge

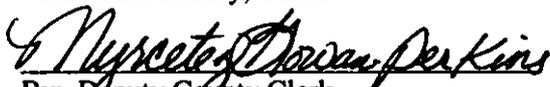

KELLY SNELL, Commissioner, Precinct 1


PATRICIA MILLER, Commissioner, Precinct 2


WILL JONES, Commissioner, Precinct 3


BEN PERRY, Commissioner, Precinct 4

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


By: Deputy County Clerk

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**PROCLAMATION RECOGNIZING THE 45TH TEXAS
STATE LECTURESHIP**

On this the 21 day of January, 2020, came on for consideration the matter of Proclamation Recognizing The 45th Texas State Lectureship. After discussion, Commissioner Miller made a motion to approve D. 3. and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Proclamation be, and the same is hereby, approved by unanimous vote.



A PROCLAMATION of the MCLENNAN COUNTY COMMISSIONERS COURT RECOGNIZING THE FORTY-FIFTH TEXAS STATE LECTURESHIP

WHEREAS On January 26 – 30, 2020, the *Central Texas Fellowship Churches of Christ* will host its *Forty-Fifth Texas State Lectureship* in Waco, McLennan County, Texas; and

WHEREAS The **McLennan County Commissioners Court**, desires to recognize and express support for this conference and wishes to commend *Dr. Leon Ivory*, Committee Chairperson, and other Officers and *Members of the Central Texas Fellowship Churches of Christ*, as they strive to strengthen the moral conscience of our citizenry through teaching and training programs; and

WHEREAS It has been forty years since *The Annual Texas State Lectureship* has been to Waco, McLennan County, Texas. We appreciate the return of this type of community engagement. *“We Are In It To Win It”*. *The Texas State Lectureship* continues to emphasize the engagement of Spiritual, Social, Physical, Mental and Emotional Health for all who are involved; and

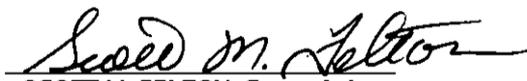
WHEREAS In an effort to publicly express support and encourage the residents of Waco, McLennan County, Texas to welcome the conference participants to our county, the **McLennan County Commissioners Court** does hereby declare January 26 – 30, 2020, as *“Texas State Lectureship Days”* in McLennan County; and

NOW, THEREFORE, BE IT PROCLAIMED, that the **McLennan County Commissioners Court** does hereby recognize and express support for this conference and wishes to commend the committee and members of the *Central Texas State Lectureship Conference* for the dedication and pursuit of purpose in organizing this event; and

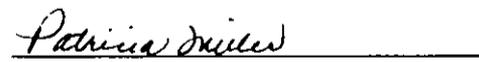
BE IT ALSO PROCLAIMED that the **Commissioners Court of McLennan County** officially recognizes January 26 – 30, 2020, as *“Texas State Lectureship Days”* in McLennan County, Texas, and wishes to commend and publicly acknowledge the *Officers & Members* of the conference for their vision and labor over the years and urges all citizens to join in welcoming this conference to our community; and

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

WITNESSED OUR HAND AND SEAL


SCOTT M. FELTON, County Judge


KELLY SNELL, Commissioner, Pct. 1


PATRICIA MILLER, Commissioner, Pct. 2


WILL JONES, Commissioner, Pct. 3

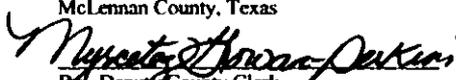

BEN PERRY, Commissioner, Pct. 4

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

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


By Myrcetez Gowan-Perkins,
Deputy County Clerk

The Court went to Item G. 4. Authorization of Redistricting Proposal Following the 2020 Census.

ORDER APPROVING:

**AUTHORIZATION OF REDISTRICTING PROPOSAL
FOLLOWING THE 2020 CENSUS**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Redistricting Proposal Following the 2020 Census. After discussion, Commissioner Snell 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Michael Morrison
Attorney

3416 Carondolet Blvd.
Waco, Texas 76710

Office 254 710-3611
Phone or Text: 254 366-8088
Michael_Morrison@Baylor.edu

October 28, 2019

Scott Felton, County Judge ✓

Kelly Snell, Commissioner Precinct 1

Patricia Miller, Commissioner Precinct 2

Will Jones, Commissioner Precinct 3

Ben Perry, Commissioner Precinct 4

501 Washington Avenue
Waco, TX 76701

In re: The redistricting of the Commissioners' Court of McLennan County, Texas

It's been almost a decade since David and I worked with the County on its redistricting following the 2010 Census and almost 40 years since we first did so. I developed each redistricting plan adopted by the Court over the past 40 years, following each Census count and to the best of my knowledge, my services have always been well regarded. Now, with the 2020 Census just around the corner, I am writing to ask to be considered this once again time around as I would very much appreciate the opportunity to represent the County in its redistricting.

Following the 2010 Census, the total fee and expenses for redistricting of the Commissioner's Precincts were \$38,189.29. If retained, I propose a flat fee of \$38,000.00 for the redistricting of the Commissioner's Precincts, including expenses. This would be paid as follows: a \$12,000.00 retainer due in 2020 and \$26,000.00 due at completion.

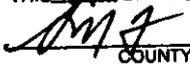
I have recently begun contacting past clients about their redistricting needs following next spring's 2020 Census. David has retired from redistricting so while I wish that I could work with all past clients, I must limit my representation to a reduced number whose needs I can responsibly handle. I anticipate reaching that number before the end of the year.

I hope to represent McLennan County again and would look forward to working with the each of you once more. Please let me know if you have questions or desire further information. I am available to visit individually or to meet with the Court.

Cordially,



Michael Morrison

PROPOSAL
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20


COUNTY JUDGE

McLennan County Commissioners Court

Redistricting Under the 2020 Census

Mike Morrison

January 21, 2020

The Basics

The Court's redistricting authority is largely, but not entirely, unlimited

- **Limitations on that authority involve constitutional and legal principles:**
 - **The 5th, 14th and 15th Amendment equal protection guarantees**
 - **The Federal Voting Rights Act of 1965, as amended in 1975 and 1982**
 - **State Law Requirements, such as:**
 - **The Texas Constitution,**
 - **The Texas Election Code, the Government Code, etc.**

The Constitutional Limitations

A plan must satisfy the equal protection guarantees of the 5th, 14th and 15th amendments

- Equal protection, in this context, requires equity in representation

The “Prime Directive” — Balance population

- **Redistricting must avoid plans that result in:**
 - **Over Representation** — too few residents gives to each increased influence
 - **Under Representation** — too many results in less influence
- Population equity does not require “perfect” equality
- It is judged against a principle commonly referred to as “One-Person One-Vote”
 - Counter intuitively, one-person one-vote refers to warm bodies, not voters

***Avery v. Midland County, Tex.* — “The Poster Child”**

390 U.S. 474, (1968)

One-Person One-Vote applies to local governments

“[T]he Constitution imposes one ground rule for the arrangements of local government: a requirement that units with general governmental powers over an entire geographic area not be apportioned among single-member districts of substantially unequal population.”

▪ **The population of the four commissioner precincts was:**

- One with 67,906, containing most of the city of Midland
- Then three rural districts with populations of 852, 414, and 828, respectively

The basis of the complaint is obvious.

Q How near to equal must population be balanced?

One-Person One-Vote

- **The determination is based on the population variance:**
 - (1) between that of the highest and lowest populated Precincts, and**
 - (2) among all Precincts**
- Variance is measured in terms of the maximum and average deviation from an ideal precinct
- The maximum deviation — the percentage of the variance between the highest and lowest populated precincts — may not exceed 10%, without a compelling justification
- The average deviation — the mean of the average variance of all precincts collectively — subject to no specific limitation, but a common ceiling is +/- 3 or 4%

McLennan County		2010 Benchmark Plan				6/2/11
Ideal	58726.5					
	Total	White	DOJ Black	Other	Hispanic	Total Minority
	<u>234906</u>	<u>138295</u>	<u>35117</u>	<u>6023</u>	<u>55471</u>	<u>96611</u>
		58.87%	14.95%	2.56%	23.61%	41.13%
Precinct	total	white	black	other	hispanic	total minority
1	60959.0	37710	6673	2095	14481	23249
	2232.5	61.86%	10.95%	3.44%	23.76%	38.14%
2	53036.0	16041	17082	801	19112	36995
	-5690.5	30.25%	32.21%	1.51%	36.04%	69.75%
3	52642.0	30733	7602	925	13382	21909
	-6084.5	58.38%	14.44%	1.76%	25.42%	41.62%
4	68269.0	53811	3760	2202	8496	14458
	9542.5	78.82%	5.51%	3.23%	12.44%	21.18%
Max. Variance = 15,627		Max. Deviation = 26.61%		Board of Estimates = 21.29%		

Plans Must Avoid Unlawful Discrimination

The 5th and 14th amendments prohibit the federal and state governments from drawing distinctions among individuals based solely on differences irrelevant to any legitimate governmental objective, including race and ethnicity

This guarantee was specifically extended to the right to vote by the 15th amendment

§1 “The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of race, color, or previous condition of servitude.”

§ 2 “The Congress shall have the power to enforce this article by appropriate legislation.”

Congress exercised this power through the Voting Rights Act (VRA) of 1965, as amended:

- **In 1975** — brought Texas under the mandatory preclearance provisions for the first time
- **In 1982** — added discriminatory “effect” to “intent” as a violation of the VRA

The Voting Rights Act

Dilution - VRA §2

- **Packing** — concentrating population to avoid creation of impair minority influence
- **Cracking** — splitting an insular minority concentration to impair minority influence

Retrogression — VRA §§ 4 and 5

- Preclearance, was intended to prevent states from staying a jump ahead of the law
- While preclearance is no longer required, retrogression remains a viable factor

The “Poster Child” for retrogression — *Gomillion, v. Lightfoot*, 81 S.Ct. 125, 126 (1960)

Act 140 would have transformed the City of Tuskegee from a square “into a strangely irregular 28-sided figure” with the effect of removing from the city all save 4 or 5 of its 400 Black voters while not removing a single white voter or resident.

- **Meaningful public input can protect against inadvertent violation of the VRA**

<u>McLennan County</u>		<u>Current McLennan - 2010 Census</u>				<u>6/1/11</u>
Ideal	58726.5					
	Total	White	DOJ Black	Other	Hispanic	Total Minority
	234906	138295	35117	6023	55471	96611
		58.87%	14.95%	2.56%	23.61%	41.13%
Precinct	total	white	black	other	hispanic	total minority
1	60,959.0	37710	6673	2095	14481	23249
	2,232.5	61.86%	10.95%	3.44%	23.76%	38.14%
2	57,239.0	17134	18265	842	20998	40105
	-1,487.5	29.93%	31.91%	1.47%	36.68%	70.07%
3	57,711.0	37553	6809	1116	12233	20158
	-1,015.5	65.07%	11.80%	1.93%	21.20%	34.93%
4	58,997.0	45898	3370	1970	7759	13099
	270.5	77.80%	5.71%	3.34%	13.15%	22.20%
Maximum Variance = 3,720		Maximum Deviation = 6.33%				Board of Estimates = 5.07%

Traditional Redistricting Criteria

Caveat: The “Horns of the Dilemma” — Plans must also avoid reverse racial Gerrymanders “Districts that are bizarrely shaped and noncompact, and that otherwise neglect traditional districting principles and deviate substantially from the hypothetical court-drawn district, for predominately racial reasons are unconstitutional.” *Bush v. Vera*, 116 S.Ct. 1941 (1996)

- **Maintaining the Core of Existing Districts** — for the benefit of those represented
- **Protecting Incumbency** — again, for the voters who chose the incumbent
- **Use of Existing Election Precincts** — once more for the voters, to reduce confusion
- **Maintaining Communities of Interest** — this does not apply to partisanship
- **Compactness and Contiguity** — No salients or “bar-bells”
- **Use of Natural or Physical Boundaries** — something that can be seen on the ground
- **Duties of the office** — often ignored, but important for those Texas counties w/out unified road systems

In summary, the process involves:

- **Determining whether redistricting is required, based on the 2020 Census**

If redistricting is required, any plan must:

- Balance population among the Commissioner Precincts;
- Comply with the equal protection guarantees of the Constitution;
- Consider traditional redistricting criteria;
- Navigate the dilemma created by the dual requirements of:
 - Satisfying the Voting Rights Act, while
 - Avoiding a reverse racial Gerrymander;
- Provide for meaningful public input.

My job is to get the Court as close as the law allows to whatever plan it determines best serves the needs of the County

Changing Demographics

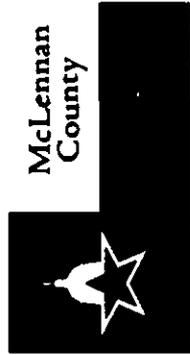
The statewide and local impact





2000 Census	2010 Census	2020 Estimates
20,851,820	25,145,561	29,677,668
	+20.59%	+18.02

Local growth in the last 20 years has been steady, but at about half the state's rate



213,517	234,906	253,066
	+10.01%	+7.73%



113,726	124,805	138,183
	+8.87%	+9.68%

“Waco’s growth rate down from 2015 peak, still up from past decade”

Trib. headline, Sunday, Oct. 6, 2019

McLennan County's estimated growth compared to that of Texas

Population Growth / Decline, as estimated by the Texas State Demographer's Office							
Year	Total	White	Black	Hispanic	Asian	Other	Total Minority
2020	29,677,668	12,138,523	3,557,892	11,804,659	1,525,540	651,054	17,539,145
		40.90%	11.99%	39.78%	5.14%	2.19%	59.10%
2050	47,342,105	13,523,839	6,030,839	20,191,750	5,782,879	1,812,842	33,818,266
		28.57%	12.74%	42.65%	12.22%	3.83%	71.43%
Difference	17,664,437	1,385,316	2,472,947	8,387,091	4,257,339	1,161,788	16,279,121
2020	253,066	137,975	35,568	69,520	4,496	5,507	115,091
		54.52%	14.05%	27.47%	1.78%	2.18%	45.48%
2030	269,381	135,851	36,484	83,726	6,286	7,034	133,530
		50.43%	13.54%	31.08%	2.33%	2.61%	49.57%
2040	281,304	130,455	36,357	97,393	8,566	8,533	150,849
		46.38%	12.92%	34.62%	3.05%	3.03%	53.62%
2050	289,847	123,523	35,241	109,497	11,360	10,226	166,324
		42.62%	12.16%	37.78%	3.92%	3.53%	57.38%
Difference	36,781	-14,452	-327	39,977	6,864	4,719	51,233

State of Texas

McLennan County

JA. ANDY HARWELL, County Clerk
McLennan County, Texas

FILED: JAN 21 2020

By Myraeleez Gowan-Perkins,
Deputy

The Court went to Item M. 8. Law Library Committee: Update regarding Review of the New Law Library and Possible Dedication.

ORDER REGARDING:

**UPDATE RE: REVIEW OF THE NEW LAW
LIBRARY AND POSSIBLE DEDICATION:**

LAW LIBRARY COMMITTEE

On this the 21 day of January, 2020, came on for consideration the matter of Law Library Committee: Update regarding Review of the New Law Library and Possible Dedication. After discussion, Commissioner Snell made a motion to approve (the update) and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Update be, and the same is hereby, accepted by unanimous vote.

The Court went to M. 2. Greater Waco Chamber of Commerce: Monthly Economic Development Report, November 2019.

ORDER ACCEPTING:

**GREATER WACO CHAMBER OF COMMERCE: MONTHLY
ECONOMIC DEVELOPMENT REPORT,
NOVEMBER 2019**

On this the 21 day of January, 2020, came on for consideration the matter of Greater Waco Chamber of Commerce: Monthly Economic Development Report, November 2019. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Report be, and the same is hereby, accepted by unanimous vote.



December 30, 2019

Judge Scott Felton
County Judge
McLennan County
Waco, Texas

Re: Monthly Economic Development Report
November

Dear Judge Felton:

We are attaching a copy of the Chamber's November Economic Development report for you and the Commissioners.

We are encouraged by our work together.

With regards,

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

Enclosure

cc: Patricia Chisolm-Miller
Will Jones
Ben Perry
Kelly Snell

APPROVED BY COMMISSIONERS COURT
THIS 31 DAY OF JAN, 20 20

COUNTY JUDGE

Economic Development
 Business Attraction and Expansion Report
 Report for 11/1/2019 through 11/30/2019

Completed projects/announcements year-to-date					
Company	Industry	Announced	Employment	Sq.Ft.	Investment
The Coca Cola Company	Manufacturing	Feb-19	20	20,000	\$30.00
Cypress Creek Renewables - Griffin Solar	Energy	Feb-19	0	0	\$5.00
Oceans Behavioral Health Hospital	Health Care	Mar-19	90	35,000	\$10.00
Prairie Hill Wind Project, LLC	Energy	Jul-19	1	0	\$30.00
Markum Solar	Energy	Oct-19	1	0	\$65.00
TOTAL			112	55,000	\$140.00
GOAL			500	500,000	\$80.0
% of GOAL			22%	11%	175%
In the past 30 days		30 days	YTD	Goal	% of goal
Number of attraction inquiries		9	128	155	83%
Number of proposals and/or site plan submitted		9	117	120	98%
Number of on-site attraction visits		8	65	60	108%
Number of business retention visits		7	98	100	98%
Number of business assistance requests		4	145	100	145%
Number of marketing trips/corporate real estate events/tradeshows		3	38	30	127%
CTCAR Breakfast, Team TX Atlanta Road Show, SpaceCom 2019					
Current active attraction projects (Acres not included in Sq. Ft. total/building only)					
Project Name	Industry	Active Date	Employment	Sq.Ft.	Investment (Mill)
Project Torch	Manufacturing	Mar-15	49	58,000	\$8.27
Project Swing	Manufacturing	Jan-17	30	200,000	\$50.00
Project Link	Manufacturing	May-16	15	25,000	\$3.00
Project Allure	Manufacturing	Nov-17	150	120,000	\$150.00
Project Supply	Manufacturing	Jan-18	155	80,000	\$12.30
Project Tough	Manufacturing	Jul-18	50	75,000	\$5.00
Project Rodeo Tower	Manufacturing	Aug-18	180	650,000	\$185.00
Project Mark Squared	Distribution	Sep-18	1,000	1,100,000	\$65.00
Project Candy Apple	Manufacturing	Jan-19	100	160,000	\$31.00
Project Nitro	Manufacturing	Mar-19	10	50,000	\$5.00
Project Dash	Healthcare	May-19	20	50,000	\$10.00
Project Scout 2019	Manufacturing	May-19	1,950	2,100,000	\$575.00
Project Western	Manufacturing	May-19	37	40,000	\$3.00
Project Vision	Manufacturing	Jul-18	TBD	30,000	TBD
Project Clash	Manufacturing	Jun-19	20	5,000	\$0.80
Project Orange	Manufacturing	Sep-19	255	125,000	\$15.00
Project Bronco	Manufacturing	Oct-19	42	15,000	\$2.30
New active projects (Acres not included in Sq. Ft. total/building only)					
Project Snow Leopard	Manufacturing	Nov-19	50	36,000	\$2.40
Current active expansion projects (Acres not included in Sq. Ft. total/building only)					
Project Grille	Manufacturing	Sep-14	0	60,000	\$0.75
Project Hydro	Distribution	Mar-18	7	20,000	\$1.80
Project Luxury	Manufacturing	Oct-11	TBD	60,000	TBD
Project Build	Aerospace	Jan-12	1,000	-	\$50.00
Project Diez	Distribution	Apr-12	0	120,000	TBD
**Project Lift	Aerospace	Apr-12	576	90,000	\$15.00
Project Once	Distribution	Sep-12	60	200,000	\$70.00
Project Ones	Manufacturing	Mar-13	25	22,500	\$1.30
Project Shell	Manufacturing	Sep-14	TBD	120,000	\$18.00
Project Organic	Distribution	Mar-17	TBD	150,000	TBD
**Project Orchard	Manufacturing	Mar-17	65	-	\$70.00
**Project Stellar	Aerospace	Mar-17	60	TBD	\$108.00
Project Circumstance	Prof. Service	Jun-17	200	120,000	TBD
Project Accessory	Manufacturing	Nov-17	90	400,000	\$28.50
Project Spur	Manufacturing	Sep-18	128	200,000	\$32.00
Project Palm	Manufacturing	Nov-18	80	35,000	\$8.00
Project Amp	Manufacturing	Jul-19	TBD	60,000	\$4.50
Closed Projects					
TOTAL			6,404	6,550,500	\$1,530.92

* WMCEDC/Incentive application submitted

** WMCEDC funding pledged

*** WMCEDC/Incentive funding approved

* WMCEDC application submitted

** WMCEDC funding pledged

*** WMCEDC funding approved

Business Retention & Expansion Visits 2019

Annual Count	Company Name	Date of Visit	Interviewer	Other Participants	Contact Name	Contact Title	Industry
98	Coca Cola North America- HEADQUARTER VISIT	11/19/2019	Kristina Collins		Kyle Canuthers	Director of Corporate Tax	Manufacturing
97	Central Freight Lines, Inc.	11/15/2019	Jennifer Branch	Mark Zorn, Kent George	Ryan Volkik	Chief Financial Officer	Supply/Logistics
96	Mid-Tex Testing	11/12/2019	Jennifer Branch	Patti Hueston, Mark Zorn	Billy Wade	Owner	Professional Services
95	Walker Partners	11/6/2019	Jennifer Branch	Terry Stevens, Patti Hueston	Jed Walker	President	Professional Services
94	Integ	11/4/2019	Jennifer Branch	Patti Hueston, Mark Zorn, Terry Stevens, Jacob Hogan	David Anderton	President	Professional Services
93	Night Flight Concepts	11/4/2019	Jennifer Branch	Terry Stevens, Kent George, Patti Hueston	Adam Aldous	President	Aerospace
92	Central Texas Litigation Support Services	11/1/2019	Jennifer Branch		Kathy Burrow	CEO	Professional Services
91	Hewitt Machine & Tool	10/30/2019	Jennifer Branch	Jennifer Manning, Terry Stevens	Elizabeth Eoff	Vice President	Manufacturing
90	E. C. Frazier And Associates, Inc.	10/28/2019	Jennifer Branch	Mark Zorn	Tracy Saul	President	Other
89	Swan Products LLC	10/28/2019	Jennifer Branch	Kent George, Terry Stevens, Kris Collins	Brad Self	Plant Controller	Manufacturing
88	Lhoist	10/14/2019	Jennifer Branch		Nathaniel Bristow	Plant Manager	Manufacturing
87	ESESIS Environmental Partners	10/8/2019	Jennifer Branch		Charlie Staffeld	President	Professional Services
86	Allergan, Inc.	10/7/2019	Jennifer Branch	Bradley Ford, Kent George, Patti Hueston, Jana Hixson, Jessica Attas, Kris Collins, Terry Stevens, Hal Whitaker, John Kinnaird	Jeff Tripp	VP, General Manager	Manufacturing
85	Extraco Banks - Technology	10/4/2019	Jennifer Branch	Patti Hueston, Kent George, Mark Zorn	Patrick Johnson	Vice President/Manager	Professional Services
84	Technology For Education Llc	10/2/2019	Jennifer Branch	Patti Hueston, Mark Zorn, Terry Stevens	Brandy Mynar-Olson	Director of Sales & Business Development	Professional Services
83	KWTX - News Channel 10	9/19/2019	Jennifer Branch		Josh Young	General Manager	Other
82	KOOK-TV, News Channel 25	9/16/2019	Jennifer Branch	Patti Hueston, Kent George, Terry Stevens, Jana Hixson, Mark Zorn	Adam Chase	General Manager	Other
81	Army Air Force Exchange Service	9/10/2019	Jennifer Branch	Terry Stevens, Jacob Hogan, Jana Hixson	Preston Huddy	Distribution Center Manager	Supply/Logistics
80	Packless Industries	9/9/2019	Jennifer Branch	Terry Stevens, Kent George	Philip Midwood	Controller	Manufacturing
79	Himes Service Company	9/6/2019	Jennifer Branch	Mark Zorn, Destiny Delillo	Roy Daily	CEO	Manufacturing
78	SturdiSteel	9/6/2019	Jennifer Branch	Bo Thomas, Mark Zorn, Loren Schwartz	Johnny Bledsoe	President	Manufacturing
77	Hobbs Bonded Fibers	9/5/2019	Jennifer Branch	Kent George, Terry Stevens, Patti Hueston, Loren Schwartz	Larry Hobbs	Chief Executive Officer	Manufacturing
76	Hole in the Roof	8/28/2019	Jennifer Branch	Mark Zorn	Joel Peel	President	Professional Services
75	Metal Dynamic Worx	8/27/2019	Jennifer Branch	Patti Hueston, Jennifer Manning	Israel Reyes	Owner	Manufacturing
74	Mars Wrigley Confectionary	8/26/2019	Jennifer Branch	Jana Hixson, Jacob Hogan, Patti Hueston, Kent George, Mark Zorn, Terry Stevens, John Kinnaird	Dan Braswell	Plant Manager	Manufacturing
73	SMG- McLane Stadium	8/23/2019	Jennifer Branch	Terry Stevens, Mark Zorn, Jacob Hogan	Brock Meckelborg		Other
72	Concentra	8/16/2019	Jennifer Branch	Jennifer Manning and Terry Stevens	Deanna Williams	Center Operations Director	Healthcare
71	American Red Cross	8/13/2019	Jennifer Branch	Jennifer Manning and Patti Hueston	Cyndi Dahl	Executive Director	Professional Services
70	DART Aircraft Parts	8/1/2019	Jennifer Branch		Kurt Mueliner	General Manager	Aerospace
69	Waco VIP Jet Interiors	7/30/2019	Jennifer Branch	Terry Stevens	Luis Escobar	Owner	Aerospace
68	M. Lipsitz & Company	7/30/2019	Jennifer Branch	Matt Meadors, Kent George, Jana Hixson, Jacob Hogan	Melvin Lipsitz	President	Other
67	U.S. Greenfiber	7/30/2019	Jennifer Branch	Mark Zorn, Patti Hueston	Dennis Moran	Plant Manager	Manufacturing
66	Impact Fire Services	7/29/2019	Jennifer Branch	Mark Zorn, Patti Hueston, Kelly Snell	Bo Ashworth	General Manager	Manufacturing
65	360 Solutions	7/17/2019	Jennifer Branch	Mark Zorn, Patti Hueston, Jana Hixson	Chip Wilson	CEO	Professional Services
64	Cintas	7/15/2019	Jennifer Branch	Mark Zorn, Kent George, Patti Hueston	Brad Bird	Work Apparel Sales Professional	Professional Services
63	Carpenter Bus Sales	7/11/2019	Jennifer Branch	Patti Hueston, Mark Zorn	Clayton Herrington	Operations Manager	Other
62	K4 Construction	7/10/2019	Jennifer Branch	Mark Zorn, Jennifer Manning, Patti Hueston	Keith Helpert	President	Other

61	SpaceX	7/10/2019	Jennifer Branch	Jana Hixson, Jacob Hogan, Andrew Smith, Patti Hueston, Terry Stevens, Loren Schwartz, Hal Whitaker	Lauren Dreyer	Director Business Operations	Aerospace
60	Brotherwell Brewing	7/8/2019	Jennifer Branch	Patti Hueston, Kent George, Melett Harrison	Jacob Martinka	Owner	Manufacturing
59	TRANE	6/28/2019	Jennifer Branch	Terry Stevens, Patti Hueston, Jennifer Manning, Jacob Hogan	Greg Groves	Plant Controller	Manufacturing
58	SC2 Services (Supply Chain Services)	6/27/2019	Jennifer Branch	Kent George	Maia McKenzie	General Manager	Supply/Logistics
57	Scholastic Book Fairs	6/27/2019	Jennifer Branch	Patti Hueston, Jennifer Manning, Destiny Dellio	Kelly Merriman	Regional Sales Manager	Supply/Logistics
56	General Implement Distributors	6/25/2019	Jennifer Branch	Jana Hixson	Chris Carter	Branch Manager	Supply/Logistics
55	PALS Home Health	6/25/2019	Jennifer Branch	Patti Hueston, Jennifer Manning, Jacob Hogan	Tyler Martin	Chief Financial Officer	Healthcare
54	McKinley, Brown & Bradley	6/19/2019	Jennifer Branch	Patti Hueston	Robert Brown	Owner	Professional Services
53	Harris School Solutions	6/17/2019	Jennifer Branch	Patti Hueston, Jana Hixson	Kathy Schnepel	Director Charter School Operations	Education
52	Tejas Logistics	6/10/2019	Jennifer Branch	Terry Stevens, Patti Hueston, Mark Zorn	Tom Greene	President & CEO	Supply/Logistics
51	Right at Home	6/5/2019	Jennifer Branch	Hal Whitaker, Mark Zorn	Jon Searles	Owner and Administrator	Healthcare
50	CSL Plasma	5/22/2019	Jennifer Branch		Katherine Blount	Center Manager	Healthcare
49	Holt Cat	5/17/2019	Jennifer Branch	Mark Zorn, Patti Hueston, Kent George, Jacob Hogan	Don Hardwick	Service Manager	Supply/Logistics
48	Langerman Foster Engineering Company	5/17/2019	Jennifer Branch	Patti Hueston	Scott Langerman	Owner	Professional Services
47	Waco Bottling Company	5/16/2019	Jennifer Branch		Patrick Unstrom	Owner	Other
46	Imperial Woodworks, Inc.	5/15/2019	Jennifer Branch	Mark Zorn, Terry Stevens, Patti Hueston	Stephen M. Smith	President	Manufacturing
45	Boulder Designs	5/13/2019	Jennifer Branch	Mark Zorn, Terry Stevens, Patti Hueston, and Kent George	Butch Mogavero	Owner	Manufacturing
44	JAG Aviation, Inc.	5/13/2019	Jennifer Branch	Patti Hueston	Gary Drapela	President	Aerospace
43	BELFOR Property Restoration	5/8/2019	Jennifer Branch	Patti Hueston, Mark Zorn, Will Jones	Tammy Kleine	Marketing Manager	Professional Services
42	Central Transportation Systems	5/6/2019	Jennifer Branch		Chris Morris	Assistant General Manager	Supply/Logistics
41	Darden Building Materials	5/6/2019	Jennifer Branch		Ross Darden	President	Supply/Logistics
40	Anderson Glass	5/1/2019	Jennifer Branch		Dustin Anderson	President	Manufacturing
39	Behlen Country	4/30/2019	Jennifer Branch	Jennifer Manning, Mark Zorn	Kevin Foss	Plant Manager	Manufacturing
38	Brazos Higher Education Service Corporation	4/30/2019	Jennifer Branch	Jana Hixson	Ben Little	President/CEO	Professional Services
37	Winton Engineering	4/25/2019	Jennifer Branch	Jana Hixson, Patti Hueston	Jim Winton	President	Professional Services
36	Communities in Schools of the Heart of Texas	4/24/2019	Jennifer Branch	Jana Hixson	Mike Harper	CEO	Education
35	Texas Machine - Tool International (TMI)	4/24/2019	Jennifer Branch	Terry Stevens, Patti Hueston	Mike Sullivan	President/CEO	Manufacturing
34	Act Pipe & Supply Inc	4/23/2019	Jennifer Branch		Mark Stroud	Operations Manager	Supply/Logistics
33	Texas Life Insurance Company	4/23/2019	Jennifer Branch	Mark Zorn, Jacob Hogan, Jennifer Manning, Matt Meadors, and Patti Hueston	Doug Dixon	President/CEO	Professional Services
32	American Eagle	4/22/2019	Jennifer Branch	Joel Martinez	Sue Holgersson- Lyles	Manager	Aerospace
31	Vossloh Fastening Systems America Corp.	4/18/2019	Jennifer Branch	Terry Stevens and Jana Hixson	Felix Freymann	Director of Manufacturing & Operations	Manufacturing
30	FourFoot LLC	4/17/2019	Jennifer Branch	Patti Hueston, Hal Whitaker	Brad Granger	President	Manufacturing
29	Baylor Scott & White Health	4/1/2019	Jennifer Branch	Kent George, Mark Zorn, Patti Hueston, John Kinnaird, Jacob Hogan	Glenn Robinson	President	Healthcare
28	Manitou North America	3/28/2019	Jennifer Branch	Mark Zorn, Jacob Hogan	Ronald Miller	Quality Manager	Manufacturing
27	PolyGlass USA	3/27/2019	Jennifer Branch		Cameron Crocker	Regional HR Manager	Manufacturing
26	Romark Logistics	3/27/2019	Jennifer Branch	Patti Hueston, Mark Zorn	Randal Bolan	Assistant General Manager	Supply/Logistics
25	KWKT- News Fox 44	3/25/2019	Jennifer Branch	Patti Hueston, Jennifer Manning, Mark Zorn	Chris Pruitt	VP/General Manager	Professional Services
24	Providence Healthcare Network	3/25/2019	Jennifer Branch	Jennifer Manning, Patti Hueston, Mark Zorn, Jacob Hogan	Phillip Patterson, Jay Shuler, Cindy Rich, Brian Becker	President CEO	Healthcare
23	Metals 2 Go	3/21/2019	Jennifer Branch	Mark Zorn	Jay Lathern	President	Manufacturing
22	Matheson Gas	3/20/2019	Jennifer Branch	Mark Zorn and Kelly Snell	Foy Light	Branch Manager	Supply/Logistics
21	RBDR PLLC	3/18/2019	Jennifer Branch	Kent George, Patti Hueston, Terry Stevens, Mark Zorn	Keith Bailey	Partner	Professional Services
20	Yusen Logistics	3/18/2019	Jennifer Branch		Geoffrey Brannon	Senior Operations Manager	Supply/Logistics
19	FreeFlight Systems	3/14/2019	Jennifer Branch	Jana Hixson, Destiny Dellio, Patti Hueston, Mark Zorn	Tim Taylor	President/CEO	Aerospace
18	Commercial Metal Company (CMC)	3/11/2019	Jennifer Branch	Mark Zorn, Patti Hueston	Johnathan Dietz	Plant Manager	Supply/Logistics
17	ESC Region 12	3/8/2019	Jennifer Branch	Jacob Hogan	Jerry Maze, Jennifer Higgins, Larry Robinson	Executive Director	Education

16	July Business Services, Inc.	3/7/2019	Jennifer Branch	Terry Stevens, Patti Hueston, Kent George, Hal Whitaker, Jennifer Manning, Jana Hixson	Jim Hudson, John Humphrey	Chairman, President/CEO	Professional Services
15	KCEN-DT	3/6/2019	Jennifer Branch		Gayle Kiger	VP & General Manager	Professional Services
14	Empereon-Constar	2/21/2019	Jennifer Branch	Keith Bellinger, Wes	James Daniels	Talent Acquisition Manager	Professional Services
13	Englander DsignPak	2/18/2019	Jennifer Branch	Patti Hueston, Terry Stevens	Hal Whitaker	President	Manufacturing
12	Capstone Mechanical, LP	2/18/2019	Jennifer Branch	Terry Stevens, Patti Hueston, Kent George, Hal Whitaker, Jennifer Manning, Jana Hixson	Rick Tullis	President	Other
11	XPO Logistics	2/15/2019	Jennifer Branch	Terry Stevens, Kelly Snell, Patti Hueston, Destiny	RaShaun Little	Service Center Manager	Supply/Logistics
10	Home Instead Senior Care	2/15/2019	Jennifer Branch	Patti Hueston, Mark Zorn, and Jacob Hogan	Brett Rhodes	Owner	Healthcare
9	American Medical Response	2/6/2019	Jennifer Branch	Patti Hueston, Shawn, Rachel Adamson	Lauren Christie		Healthcare
8	Beacon Payment Solutions	2/4/2019	Jennifer Branch		Sam Hersh	CEO/Founder (TX location)	Professional Services
7	Oak Farms Dairy	1/31/2019	Jennifer Branch	Patti Hueston, Terry Stevens, Jana Hixson, Hal Whitaker, Shawn Oubre	Sheree Corn	Branch Manager	Supply/Logistics
6	Blue Bell Creameries	1/30/2019	Jennifer Branch	Terry Stevens, Kent George, Mark Zorn, Jana Hixson, Hal Whitaker, Jennifer Manning, Destiny Deillo, Jacob Hogan	Landon Hengst	Branch Manager	Supply/Logistics
5	Atmos Energy	1/29/2019	Jennifer Branch	Terry Stevens, Mark Zorn, Jana Hixson	Tammie Bowman	Manager of Public Relations	Other
4	Clinical Pathology Lab	1/29/2019	Jennifer Branch		Conrad Knudson	Regional Manager	Healthcare
3	Balcones Distilling	1/23/2019	Jennifer Branch	Patti Hueston, Terry Stevens, Kent George, Mark Zorn, Jana Hixson, Hal Whitaker, Dustin Chapman	Keith Bellinger	President/CEO	Manufacturing
2	Birkeland Current	1/16/2019	Jennifer Branch	Kent George, Mark Zorn, Jana Hixson	John Fitch	Owner	Other
1	ABC Supply	1/14/2019	Jennifer Branch	Patti Hueston, Terry Stevens, Kent George, Mark Zorn, Jana Hixson	Craig Barnum	Manager	Supply/Logistics

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - STATEMENTS OF OPERATIONS
FOR THE MONTH ENDED NOVEMBER 30, 2019 & 2018

	2019				2018		
	Total Budget	Revenues	Expenses	Net	Revenues	Expenses	Net
OTHER REVENUE							
McLennan County	165,000	-	-	-	-	-	-
Waco Industrial Foundation	150,000	-	-	-	32,500	-	32,500
Baylor University	25,000	-	-	-	-	-	-
City of Waco	165,000	-	-	-	-	-	-
Interest Income	-	-	-	-	5	-	5
Other	-	-	-	-	-	-	-
TOTAL REVENUE	505,000	-	-	-	32,505	-	32,505
PROGRAM REVENUE (EXPENSE)							
PROSPECT DEVELOPMENT							
Foreign Trade Zone	14,500	-	-	-	-	-	-
Conference Regis. & Travel	(30,000)	-	(1,050)	(1,050)	-	(3,226)	(3,226)
Industry Meetings & Travel	(7,500)	-	(1,031)	(1,031)	-	(300)	(300)
Target Ind. Trade Shows & Travel	6,500	-	(4,579)	(4,579)	-	(16)	(16)
Prospect Develop. & Travel	(26,750)	-	(12)	(12)	-	(7,261)	(7,261)
Regional Prospect Development	(7,500)	-	-	-	-	(8)	(8)
Team Texas Marketing	(13,500)	-	(3,000)	(3,000)	-	-	-
Texas One	(10,000)	-	-	-	-	-	-
European American Investment Council	(18,000)	-	-	-	-	-	-
Headquarters Visit	(2,500)	-	-	-	-	-	-
Other	(10,000)	-	-	-	-	-	-
TOTAL PROSPECT DEVELOPMENT	(104,750)	-	(9,671)	(9,671)	-	(10,811)	(10,811)
RESEARCH & MARKETING							
Marketing	(40,000)	-	(914)	(914)	-	(229)	(229)
Technology Upgrade	(3,000)	667	-	667	-	(438)	(438)
Research Materials	(15,600)	-	(4,770)	(4,770)	100	-	100
TOTAL RESEARCH & MARKETING	(58,600)	667	(5,684)	(5,017)	100	(667)	(567)
PROGRAMS							
Area Industry Managers	-	-	-	-	-	-	-
Hour Economy	4,070	1,140	-	1,140	640	(1,206)	(566)
Business Retention/Ind Appreciation	(13,355)	10,000	(4,257)	5,743	-	27	27
Supply Chain	(1,000)	-	-	-	-	-	-
Aviation/Aerospace Alliance	(200)	-	-	-	246	-	246
Freedom Ball	6,265	-	-	-	-	(243)	(243)
Aviation Alliance Scholarship Fund	-	-	-	-	-	-	-
Urban Development	-	-	(18)	(18)	-	(25)	(25)
Technology Briefings	3,700	-	(770)	(770)	-	(348)	(348)
Innovation & Entrepreneurship	-	-	-	-	-	-	-
Business Incubator (think Space)	-	-	-	-	4,545	-	4,545
Committee Operations	(500)	-	-	-	-	-	-
CEO's for Cities	-	-	-	-	-	-	-
TOTAL PROGRAMS	(1,020)	11,140	(5,045)	6,095	5,431	(1,795)	3,636
LEADERSHIP DEVELOPMENT							
Leadership Waco - Class	25,550	-	(633)	(633)	-	(609)	(609)
Teen Leadership	18,475	750	(1,909)	(1,159)	700	(539)	161
Young Professionals	13,030	2,735	(624)	2,111	76	(66)	10
Leadership Waco - Alumni	-	-	-	-	-	-	-
TOTAL LEADERSHIP DEVELOPMENT	57,055	3,485	(3,166)	319	776	(1,214)	(438)
WORKFORCE & EDUCATION							
Talent Development	-	-	-	-	-	(1,478)	(1,478)
Workforce Dev. / Internship	(8,000)	-	(250)	(250)	-	-	-
Leadership in Education & Dev.	33,650	-	(3,260)	(3,260)	170	(170)	(0)
CampusTown Connect	250	-	-	-	-	-	-
WacoTEJobs.com	-	-	-	-	-	-	-
Find Your Waco	13,000	1,150	(2,746)	(1,596)	2,150	(2,566)	(416)
Workforce Dev. / Higher Education	-	-	-	-	-	-	-
Career Expo	-	-	-	-	-	-	-
TOTAL WORKFORCE & EDUCATION	38,900	1,150	(6,255)	(5,105)	2,320	(4,214)	(1,894)
TOTAL PROGRAM REVENUE (EXPENSE)	(68,415)	16,442	(29,822)	(13,380)	8,627	(18,700)	(10,073)
REVENUE (EXPENSE) BEFORE EXPENSES	436,585	16,442	(29,822)	(13,380)	41,131	(18,700)	22,432
OPERATING EXPENSES	(131,171)	-	(8,547)	(8,547)	-	(10,958)	(10,958)
ADMINISTRATIVE EXPENSES	(604,955)	-	(46,971)	(46,971)	-	(44,835)	(44,835)
NET REVENUE (EXPENSE)	(299,541)	16,442	(85,339)	(68,897)	41,131	(74,493)	(33,362)

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - STATEMENTS OF OPERATIONS
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2019 & 2018

	2019				2018		
	Total Budget	Revenues	Expenses	Net	Revenues	Expenses	Net
OTHER REVENUE							
McLennan County	165,000	165,000	-	165,000	165,000	-	165,000
Waco Industrial Foundation	150,000	130,000	-	130,000	130,000	-	130,000
Baylor University	25,000	25,000	-	25,000	25,000	-	25,000
City of Waco	165,000	123,750	-	123,750	123,750	-	123,750
Interest Income	-	48	-	48	53	-	53
Other	-	205	-	205	-	-	-
TOTAL REVENUE	505,000	444,003	-	444,003	443,803	-	443,803
PROGRAM REVENUE (EXPENSE)							
PROSPECT DEVELOPMENT							
Foreign Trade Zone	14,500	26,250	-	26,250	-	-	-
Conference Regis. & Travel	(30,000)	-	(26,201)	(26,201)	-	(20,693)	(20,693)
Industry Meetings & Travel	(7,500)	-	(7,114)	(7,114)	-	(6,509)	(6,509)
Target Ind. Trade Shows & Travel	6,500	-	(9,576)	(9,576)	-	(14,801)	(14,801)
Prospect Develop. & Travel	(26,750)	10,000	(18,817)	(8,817)	8,500	(27,090)	(18,590)
Regional Prospect Development	(7,500)	-	(6,425)	(6,425)	-	(4,603)	(4,603)
Team Texas Marketing	(13,500)	-	(8,418)	(8,418)	-	(7,382)	(7,382)
Texas One	(10,000)	-	(5,037)	(5,037)	-	(1,118)	(1,118)
European American Investment Council	(18,000)	-	(13,127)	(13,127)	-	(2,654)	(2,654)
Headquarters Visit	(2,500)	-	-	-	-	-	-
Other	(10,000)	-	-	-	-	-	-
TOTAL PROSPECT DEVELOPMENT	(104,750)	36,250	(94,714)	(58,464)	8,500	(84,850)	(76,350)
RESEARCH & MARKETING							
Marketing	(40,000)	2,500	(63,722)	(61,222)	1,703	(19,306)	(17,603)
Technology Upgrade	(3,000)	15,333	(21,567)	(6,234)	12,175	(19,438)	(7,263)
Research Materials	(15,600)	-	(11,247)	(11,247)	800	(11,196)	(10,396)
TOTAL RESEARCH & MARKETING	(58,600)	17,833	(96,536)	(78,703)	14,678	(49,939)	(35,261)
PROGRAMS							
Area Industry Managers	-	1,000	(956)	44	1,000	(1,340)	(340)
Hour Economy	4,070	7,010	(982)	6,028	3,851	(3,851)	-
Business Retention/Ind Appreciation	(13,355)	10,000	(7,621)	2,379	3,000	(3,738)	(738)
Supply Chain	(1,000)	1,000	-	1,000	1,000	-	1,000
Aviation/Aerospace Alliance	(200)	1,350	(4,158)	(2,808)	1,800	(1,554)	246
Freedom Ball	6,265	96,590	(59,227)	37,363	88,799	(69,222)	19,577
Aviation Alliance Scholarship Fund	-	10,844	(14,500)	(3,656)	16,125	(16,125)	-
Urban Development	-	1,000	(201)	799	-	(381)	(381)
Technology Briefings	3,700	6,500	(2,493)	4,007	2,810	(1,756)	1,054
Innovation & Entrepreneurship	-	-	-	-	(0)	-	(0)
Business Incubator (thINK Space)	-	-	-	-	4,545	-	4,545
Committee Operations	(500)	-	(671)	(671)	-	-	-
CEO's for Cities	-	-	-	-	-	-	-
TOTAL PROGRAMS	(1,020)	135,294	(90,809)	44,485	122,930	(97,967)	24,963
LEADERSHIP DEVELOPMENT							
Leadership Waco - Class	25,550	40,425	(17,712)	22,713	38,575	(14,467)	24,108
Teen Leadership	18,475	23,420	(7,976)	15,444	15,063	(5,400)	9,663
Young Professionals	13,030	19,275	(7,727)	11,548	5,439	(2,579)	2,860
Leadership Waco - Alumni	-	-	-	-	-	-	-
TOTAL LEADERSHIP DEVELOPMENT	57,055	83,120	(33,416)	49,704	59,078	(22,447)	36,631
WORKFORCE & EDUCATION							
Talent Development	-	-	-	-	-	(2,066)	(2,066)
Workforce Dev. / Internship	(8,000)	-	(5,503)	(5,503)	-	(7,188)	(7,188)
Leadership in Education & Dev.	33,650	62,963	(67,866)	(4,903)	54,114	(54,114)	(0)
CampusTown Connect	250	1,250	(1,440)	(190)	-	-	-
WacoTKJobs.com	-	2,450	-	2,450	-	-	-
Find Your Waco	13,000	23,113	(6,726)	16,387	25,712	(6,324)	19,388
Workforce Dev. / Higher Education	-	-	-	-	-	(127)	(127)
Career Expo	-	-	-	-	150	-	150
TOTAL WORKFORCE & EDUCATION	38,900	89,776	(81,535)	8,241	79,976	(69,818)	10,157
TOTAL PROGRAM REVENUE (EXPENSE)	(68,415)	362,273	(397,009)	(34,736)	285,161	(325,021)	(39,860)
REVENUE (EXPENSE) BEFORE EXPENSES	436,585	806,276	(397,009)	409,267	728,964	(325,021)	403,943
OPERATING EXPENSES	(131,171)	-	(117,589)	(117,589)	-	(119,890)	(119,890)
ADMINISTRATIVE EXPENSES	(604,955)	-	(502,170)	(502,170)	-	(434,523)	(434,523)
NET REVENUE (EXPENSE)	(299,541)	806,276	(1,016,768)	(210,492)	728,964	(879,434)	(150,470)

GREATER WACO CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT COMMITTEE
SUPPLEMENTAL SCHEDULES - OPERATING & ADMINISTRATIVE EXPENSES
FOR THE MONTH AND ELEVEN MONTHS ENDED NOVEMBER 30, 2019 & 2018

	2019			2018	
	Total Budget	November	YTD	November	YTD
OPERATING EXPENSES					
Automobile	(10,000)	(775)	(8,646)	(750)	(9,498)
Bookkeeping and auditing	(17,000)	(538)	(15,915)	(913)	(17,726)
Building maintenance & supply	(8,000)	(1,230)	(9,902)	(2,918)	(9,423)
Depreciation	(2,290)	(508)	(5,586)	(172)	(1,888)
Equipment maintenance & supply	(4,000)	-	(3,429)	(285)	(6,461)
Equipment rental	(10,500)	(751)	(9,661)	(1,301)	(9,736)
Insurance	(24,000)	(663)	(15,111)	123	(19,919)
Office supplies	(3,500)	(499)	(2,867)	(121)	(3,570)
Postage	(500)	-	(323)	(31)	(514)
Printing & stationery	(1,000)	-	(864)	(338)	(938)
Resource materials	(50)	-	-	-	(20)
Telephone/Internet/Cable	(13,000)	(894)	(12,723)	(1,579)	(10,858)
Utilities (Elec./Water)	(14,000)	(1,058)	(12,756)	(949)	(11,514)
Security	(500)	-	(119)	-	(396)
Janitorial	(12,000)	(900)	(11,716)	(915)	(10,304)
Lawn Maintenance	(1,000)	-	(719)	(72)	(791)
Miscellaneous expense	-	(14)	573	-	-
Technology support	(8,000)	(717)	(7,828)	(738)	(6,335)
Public Improvement District Taxes	(1,831)	-	-	-	-
TOTAL OPERATING EXPENSES	(131,171)	(8,547)	(117,590)	(10,958)	(119,890)
ADMINISTRATIVE EXPENSES					
Civic & social organizations	-	-	(946)	-	(365)
Group insurance	(29,556)	(2,081)	(22,095)	(3,309)	(15,702)
Management development	-	-	(735)	-	(661)
Professional affiliations	(3,000)	-	-	-	-
Professional fees & services	(1,000)	-	-	-	(1,750)
Public relations & goodwill	(1,000)	(1,000)	(1,000)	-	(418)
Entertainment	-	-	-	-	-
Bank charges	-	-	-	-	-
Bank card fees	-	-	-	-	13
Wages, P/R taxes & retirement	(570,399)	(43,890)	(471,791)	(41,526)	(415,641)
Contract Wages	-	-	(5,602)	-	-
TOTAL ADMINISTRATIVE EXPENSES	(604,955)	(46,971)	(502,170)	(44,835)	(434,523)

Minutes

Board of Directors Meeting

Wednesday, November 13, 2019

Greater Waco Chamber of Commerce

101 S. Third Street, Cooper Room

1) Call to Order

Chair Ms. Loren Schwartz called the meeting to order at 10:03 a.m.

2) Consent Agenda (Action)

- a) Minutes: Ms. Schwartz asked the board to review the minutes of the October 16, 2019 board meeting.
- b) Membership Report: Ms. Schwartz asked the board to review the membership report which indicates 10 new member accounts. Total of member dollars received through October 2019 is \$777,389 compared to the same time in 2018 total of \$798,928.
- c) Financial Report: Ms. Schwartz asked the board to review the financials through October 2019.

The Consent Agenda was approved by motion from Mr. John Embry/ Ms. Erin Davis.

3) 2020 Operating Budget (Action)

Mr. Jason Powers and Mr. Matt Meadors reviewed the 2020 budget.

The 2020 Operating Budget was approved by motion from the Executive Committee/ Mr. Brad Crye

4) President's Report

Mr. Meadors introduced Leigh Davis, the new Director of Marketing and Communications.

- a) Ms. Kris Collins presented the Economic Development Report. There are 11 projects in the pipeline with a potential of 2,778 jobs, filling 3.493 M square feet at a cost \$1.057 B.
- b) Mr. Meadors presented the Public Policy Report for Ms. Jessica Attas. Both the Midway ISD bond and the Cameron Park Zoo bond passed. Mr. Meadors announced the State of Series and the Government Affairs Gathering, December 4.

5) Closing Business and Chair's Comment

Ms. Schwartz announced the First Pitch Luncheon, January 17, Member Celebration, January 21, and MidTex Farm, Ranch & Garden Show, February 1.

Ms. Schwartz adjourned the meeting at 10:34a.m.

Dec

**ATTENDANCE REPORT
2019 BOARD OF DIRECTORS**

Last Name	First Name	Representing Organization	Attended?
Alford	Brad	The Alford Company	
Allison	Joel	Baylor University	
Anderton	David	Integ	✓
Ayres	Josette	Ink & Stitches	✓
Baldwin	Michael	Oncor	✓
Bellinger	Keith	Balcones Distilling	
Bland	Scott	Jim Bland Construction, LLC	
Brennan	David	First National Bank of Central Texas	✓
Bristow	Herbert	Haley & Olson P.C.	
Chase	George	Insurors of Texas	✓
Citrano	Kyle	George's Restaurant & Bar #2	
Cook	Jason	Baylor University	✓
Crye	Brad	Baylor Scott & White	✓
Davis	Erin	Rinbo Properties	✓
Dreyer	Lauren	SpaceX	
Embry	John	Pioneer Steel & Pipe Co., Inc.	
Gerick	Chris	Eagle Systems	✓
Gerik	Cyndi	Texas Farm Bureau	
Groves	Greg		
Haferkamp	Carolyn	Central National Bank	✓
Harrell	Brad	Harrell & Associates/KW Commercial	
Hays	Sam	Beard Kultgen Brophy Bostwick & Dickson, LLP	✓
Heins	Michael	H-E-B	
Hookham	Bernadette	RBDR, PLLC	✓
Horner	Mitchell	independent Bank	✓
Lalani	Kary	Lalani Lodging, Inc.	
Littlewood	David	TFNB	
Manning	Jennifer	Pattillo, Brown & Hill, L.L.P.	✓
McMillan	Aaron	1519 Surveying	✓
McNamee	Doug	Magnolia	✓
Meadors	Matt	Greater Waco Chamber of Commerce	✓
O'Neill	Colin	Fulbright Winniford, A Professional Corporation	✓
Patterson	Philip	Providence Healthcare Network	No
Pechacek	Rachel	First National Bank of Central Texas	
Pick	Andrew	Caterpillar Inc. Waco Distribution Center	
Ragan	Angela	JRBT	✓
Raymond	Mike	Raymond Consulting	
Robinson	Gordon	Specialty Property, Ltd.	
Schwartz	Loren	Merrill Lynch	No
Sivess	Chuck	American Guaranty Title	✓
Stinnett	Priscilla	Texas First State Bank	No
Teague	Ted	Allen Samuels DCJR	✓
Torgersen	Lisa	Lawns Ltd	✓
Tullis	Rick	Capstone Mechanical	✓
Walker	Jed	Walker Partners	
Whitaker	Hal	Englander dZignPak, LLC	

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

The Court went back to E. Consent Agenda.

AGENDA: JANUARY 21, 2020

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 of Dedicated Internet & Voice Mail Bundle Agreement with AT&T (re: Justice of the Peace, Precinct 3) **Approved**
 - b. Recording of Renewal of Annual Subscription Agreement with Oracle America, Inc. (re: JAVA Licensing) **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. Human Resources / Salary Matters (Payroll Status Forms or Changes):** **None**
- 4. Authorization / Ratification of RFP's, and Bids Advertisements; Publications; Public / Legal Notices** **None**
- 5. Travel and Education Requests:**
 - a. Spaceport Development Corporation **Approved**
 - b. Greater Waco Chamber of Commerce **Approved**
- 6. Recording of Educational Certificates; Recording of Department Head Affidavits; Recording of Departmental Reports; Acceptance or Approval of Official Bonds, Conflict Statements, or Other Such Items Required to be Submitted to the Court by Public Officials:**
 - a. Constable, Precinct 3: Recording of Racial Profiling Report (ref: TX Code of Criminal Procedure, Article 2.132) **Approved**
 - b. Waco-McLennan County Public Health District: Authorization of December Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program) **Approved**
 - c. County Auditor:
 - 1) Recording of Monthly Financial Reports, October - December 2019 **Pulled**
 - 2) Update regarding Fiscal Year 2019 **Pulled**

- | | |
|---|-----------------------|
| d. County Treasurer: Recording of McLennan County Investment Report, December 2019 | Approved |
| e. McLennan County Children's Protective Services Board: Recording of Detailed Transaction Report, December 2019 | Approved |
| f. Road and Bridge, Precinct 2: Recording of 2019 Annual Report | Pulled |
| 7. Burn Ban Approval, Extension, or Termination | Remains Lifted |
| 8. Authorization of McLennan County Credit Card Purchases | Approved |
| 9. County Property and/or Construction Projects: | |
| a. Approval of Memorandum of Agreement and Authorization of Payment for Acquisition of Right-of-Way Parcel No. P-3E (re: Chapel Road Improvement Project) | Approved |
| 10. Approval of the Correction of Health Coverage for Widow of Retiree | Approved |

CD-547, 9:54

ORDER APPROVING CONSENT AGENDA ITEMS

On this 21 day of January, 2020, came on for consideration the matter of reviewing and approving the Consent Agenda Items. Judge Felton stated that we need to pull item E. 6. c.(1—2) and E. 6. f. Commissioner Perry made a motion to approve (the consent agenda items with the exemption of item E. 6. c. (1—2) and E. 6. f.) and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Consent Agenda Items be, and the same are hereby, approved by unanimous vote.

**Recording of Authorization of Dedicated Internet & Voice Bundle Agreement with AT&T
(re: Justice of the Peace, Precinct 3) Approved by Order on December 17, 2019 and recorded
on Page 278 of these minutes.**

ACCEPTED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 2020 *For*
[Signature] *RECORDING*
COUNTY JUDGE

LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS
AVENUE
WACO, TEXAS 76701-1388

November 26, 2019

Re: Service Agreement with AT&T for Justice of the Peace Pct.3

To the Honorable Commissioners Court:

Due to experiencing ongoing connection issues, I have received a request from Judge Pareya to change internet providers to support their connection to McLennan County's data network. Their location is on the perimeter of the current internet provider's service area and the height of surrounding trees and weather conditions contribute to disrupting the signal from the tower. The vendor has made efforts to remedy this situation but has not been able to achieve a satisfactory resolution.

Currently we are in the middle of an agreement with NextLink until August 2021 and penalties would apply for terminating the agreement. To avoid that situation, Judge Pareya would like to utilize this service as a dedicated connection to support his video camera system and keep separate from the County network. The cost for this 20x20mb service is \$150/month.

AT&T now offers fiber solutions in this area and should be able to provide more consistent service. They can also bundle in VoIP phone services to support their existing phone system. The current standard phone service in this building costs approximately \$200/month, plus any long-distance charges. By joining the phones to the fiber network, this expense would go away and AT&T would retain the existing phone numbers. The phone service and network connectivity to the I.T. data center supports the JP, Constable and Tax offices.

The proposed agreement with AT&T will provide dedicated internet fiber for 20x20mbps and IP phone service that includes 3000 minutes of long distance calling each month at \$555/month for a 2-year term. There are one-time installation fees of \$99, with a \$100 rebate after install.

I am submitting this request for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Lisa Fetsch", written over a horizontal line.

Lisa Fetsch

APPROVED BY COMMISSIONERS COURT
THIS 17 DAY OF DEC 2019
A handwritten signature in black ink, written over a horizontal line.
COUNTY JUDGE

AT&T Dedicated Internet & Voice Bundle Proposal for MCLENNAN COUNTY



Presented by

TIMOTHY HILL
th2418@us.att.com
254-366-2877

Contract Term: 24

Total Non-Recurring Charges: \$0.00

Total Monthly Recurring Charges: \$555.00

Total Number of Sites: 1

Site Level Monthly Recurring Charges

Address	AT&T Dedicated Internet Access Port Speed	AT&T IP Flexible Reach Concurrent Calls	AT&T IP Toll- Free Add-On	Enhanced Features	Total Monthly Recurring Charge
Value Unit	Mbps	Concurrent Calls	US\$	Yes or No	US\$
David Pareya 201 N REAGAN ST, West, TX 76691-1448	20Mbps	10 Concurrent Calls	\$0.00	No	\$555.00

Disclaimer: This quote/proposal is not a firm offer to purchase, and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase.

The information and pricing contained herein is valid for a period of 60 days from the written date of this document unless rescinded or extended in writing by AT&T. This proposal is conditioned upon negotiation and execution of a written agreement containing mutually acceptable terms and conditions. Pricing proposed herein is based upon the specific product/service mix and locations outlined herein and as discussed by the parties, and is subject to standard terms and conditions of AT&T unless otherwise stated herein. The contents of this document are proprietary and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T.

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Disclaimer: This quote/proposal is not a firm offer to purchase, and is for budgetary purposes only. Only the contract for this solution is a firm offer to purchase.



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2020**.

For AT&T Administrative Use Only
 attuid: TH2418
 Account # _____ Master Customer # _____ Doc Viewer ID: _____
 Contract ID#: **ADV14130889**

Company Name ("Customer")	AT&T - Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: MCLENNAN COUNTY	AT&T Corp	Name: TIMOTHY HILL
Street Address: 520 COLUMBUS AVE	One AT&T Way	Street Address: 2901 GHOLSON RD
City: WACO, State: TX Zip: 76701	Bedminster, NJ 07921-0752	City: WACO, State: TX Zip: 76704
Tel # 2547575153	ATTN: Master Agreement Support Team: mast@att.com	Tel # 2543662877

AGREEMENT TERMS

1. SERVICES

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP (See AT&T Dedicated Internet & Voice Bundle)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

3. SERVICES COMPONENTS AND RATES (PRICES)

3.1. AT&T Dedicated Internet & Voice Bundle

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$525.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$555.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$645.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$795.00	\$984.00	\$1,087.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$595.00	\$929.50	\$998.50
20 Mbps	23	6,900	\$645.00	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$745.00	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$895.00	\$1,223.00	\$1,292.00
50 Mbps	10	3,000	\$745.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$795.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$845.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$895.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$999.00	\$1,479.50	\$1,565.50
100 Mbps	10	3,000	\$950.00	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$995.00	\$1,540.00	\$1,680.00
100 Mbps	23	6,900	\$1,025.00	\$1,612.50	\$1,752.50
100 Mbps	30	9,000	\$1,075.00	\$1,676.00	\$1,816.00

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100 Mbps	46	13,800	\$1,095.00	\$1,821.50	\$1,961.00
150 Mbps	10	3,000	\$999.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$1,045.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,075.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,099.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,199.00	\$2,127.00	\$2,303.50
250 Mbps	10	3,000	\$1,325.00	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,375.00	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,445.00	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,495.00	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,595.00	\$2,662.50	\$2,864.50
400 Mbps	10	3,000	\$1,399.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,449.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,499.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,699.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,799.00	\$3,422.00	\$3,726.00
500 Mbps	10	3,000	\$1,559.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,609.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,659.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,859.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,959.50	\$4,032.00	\$4,421.00
600 Mbps	10	3,000	\$1,697.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,747.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,947.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$2,047.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$2,047.00	\$4,443.00	\$4,878.50
1,000 Mbps	10	3,000	\$2,030.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$2,080.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$2,280.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$2,380.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,380.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling				Unlimited	
Enhanced Features Package (per concurrent call)				\$1.60	
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes				\$0.0400	
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*				\$15.00	
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
Business In A Box					
Base Unit NextGen				\$0.00	

Service Components: 20%	
International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)	Service Component Discount applied to Service Guide rates, as revised from time to time

AT&T IP Toll-Free



AT&T Dedicated Internet & Voice Bundle Agreement

United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

6.1. Agreement: AT&T and/or its Affiliates shall provide Customer products and services identified in this document ("Services") pursuant to the "Agreement" consisting of this document and the following applicable "Service Publications", incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at att.com/servicepublications, and (ii) the AT&T Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

6.2. Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T's written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

6.3. Access to Premises: Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4. Hazardous Materials: Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

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6.5. Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

6.6. License and Third-Party Terms: Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

6.7. AT&T Equipment: Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.8. Prices: Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

6.9. Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.10. Billing, Payments and Deposits: Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.11. Expiration of Term: At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

6.12. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.13. Early Termination Charges: If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service



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Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

6.14. Withdrawal of Service or Service Component: Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

6.15. Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.16. Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

6.17. The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.18. Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

6.19. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.



AT&T Dedicated Internet & Voice Bundle Agreement

6.20. General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

6.21. Definitions:

"Affiliate" of a party means an entity that controls, is controlled by, or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Equipment" equipment owned by AT&T and located at Customer's premises.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

"Minimum Payment Period" means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.

"Software" means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"User" means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.



AT&T Dedicated Internet & Voice Bundle Agreement

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").

Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By: <i>Scott M. Felton</i>	By: <i>Ashley Trevino</i>
Name: SCOTT M. FELTON	Name: Ashley Trevino
Title: COUNTY JUDGE	Title: Contract Specialist CGI
Date: 12/17/19	Date: 20 Dec 2019

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

Recording of Authorization of Renewal of Annual Subscription Agreement with Oracle America, Inc. (re: JAVA Licensing) Approved by Order on December 3, 2019 and recorded on Page 195 of these minutes.

ACCEPTED BY COMMISSIONERS COURT FOR
THIS 31 DAY OF JAN 20 20 RECORING
Jmt
COUNTY JUDGE

LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS AVENUE
WACO, TEXAS 76701-1388
(254)757-5164

November 26, 2019

Re: JAVA licensing renewal with Oracle America, Inc

To the Honorable Commissioners Court:

As our first annual subscription renewal for Java licensing was approaching, efforts were made to revisit with our county departments to determine if any applications changes had occurred that would impact our licensing count. We were pleased to discover a number of applications no longer require Java and have greatly reduced the overall expense. The end-user license count dropped from 500 to 115.

This year's renewal is in the amount of \$17,850 (\$7350 less than last year's expense). This licensing is required by Oracle and also ensures we continue to receive security updates for this product.

I am submitting this request for your approval.

Respectfully,

A handwritten signature in cursive script, appearing to read "Lisa Fetsch".

Lisa Fetsch

APPROVED BY COMMISSIONERS COURT
THIS 5 DAY OF DEC 2019
A handwritten signature in cursive script, appearing to read "Linda M. Fetsch".
COUNTY JUDGE

ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA
 94065

Name	County of Mc Lennan	Contact	Chaquinta Fisher
Address	215 N 5th St Ste 226 WACO TX 76701	Phone Number	+1 (254) 757-5000
		Email Address	chaquinta.fisher@co.mclennan.tx.us

Programs and Program-Related Service Offerings					
Item	Part Number	Description / License Type	Quantity	List Fee	Net Fee
1.0	L106376	Oracle Java SE Desktop Subscription - Named User Plus	115	0.00	0.00
1.1		Oracle Java SE Desktop Subscription		3,450.00	3,450.00
2.0	L106377	Oracle Java SE Subscription - Processor	48	0.00	0.00
2.1		Oracle Java SE Subscription		14,400.00	14,400.00
Programs and Program-Related Service Offerings Fees				17,850.00	17,850.00

Fee Description	Net Fee
Program-Related Service Offering Fees	17,850.00
Total Fees	17,850.00

A. Agreement and Modifications to the Agreement

1. Agreement

a. This order incorporates by reference the terms of the Online Transactional Oracle Master Agreement v040119 (the "Master Agreement") which may be viewed at <http://www.oracle.com/contracts>. The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

a. Programs and Program-Related Service Offerings are governed by Schedule P - Program.

B. General Terms

1. Summary of Fees

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

b. The term of Your subscription is for 1 year.

2. Territory

a. The Program licenses included on this order are for use in United States.

3. Effective Date

a. If accepting this order electronically, the effective date of this order is the date You click to accept the order. Otherwise, the effective date is stated below.

4. Fees

a. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

5. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

6. Customer Reference

a. Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

7. License Definitions and Rules

a. This order incorporates by reference the terms of the License Definitions and Rules v091119 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

8. Offer Validity

a. This order is valid through 20-Dec-2019, and shall become binding upon execution by You and acceptance by Oracle.

County of Mc Lennan		Oracle America, Inc.	
Signature	<u><i>Scott M. Felton</i></u>	Signature	<u>DocuSigned by: <i>Shampa Lewis</i></u>
Name	<u>SCOTT M. FELTON</u>	Name	<u>Shampa Lewis</u>
Title	<u>COUNTY JUDGE</u>	Title	<u>Deal Specialist</u>
Signature Date	<u>12/3/19</u>	Signature Date	<u>06-Dec-2019 10:57 AM CST</u>
Effective Date	(to be completed by Oracle)		<u>06-DEC-2019</u>

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	County of Mc Lennan	Customer Name	County of Mc Lennan
Customer Address	215 N 5th St Ste 226 WACO TX 76701	Customer Address	215 N 5th St Ste 226 WACO TX 76701
Contact Name	Chaquinta Fisher	Contact Name	Chaquinta Fisher
Contact Phone	+1 (254) 757-5000	Contact Phone	+1 (254) 757-5000
Contact Email	chaquinta.fisher@co.mclennan.tx.us	Contact Email	chaquinta.fisher@co.mclennan.tx.us

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

**ORDER APPROVING PAYMENT OF FINANCIAL OBLIGATIONS
AND AUTHORIZING THE COUNTY TREASURER TO PAY
COUNTY CHECKS JANUARY 17, 2020**

On this the 21 day of January, 2020, came on for consideration the matter of approving payment of Financial Obligations and authorizing the County Treasurer to pay County Checks for January 17, 2020. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Financial Obligations and Authorization of the County Treasurer be, and the same is hereby, approved by unanimous vote.

Order of the Commissioners' Court of McLennan County

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

Date Checks will be Printed	Number of Invoices	Total Amount of Invoices
01-17-20	873	\$1,659,423.75
E011720	200	\$75,197.62
GRAND TOTAL	1073	\$1,734,621.37

Approved and ordered by the McLennan County Commissioners Court

on this the 21ST day of JANUARY, 2020

Scott M. Selig
County Judge

J.A. ANDY BARWELL, County Clerk
McLennan County, Texas

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING TRAVEL AND EDUCATION REQUESTS:

**SPACEPORT DEVELOPMENT
CORPORATION**

AND

**GREATER WACO CHAMBER OF
COMMERCE**

On this the 21 day of January, 2020, came on for consideration the matter of Travel and/or Education Requests: Spaceport Development Corporation and Greater Waco Chamber of Commerce. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Travel Requests be, and the same are hereby, approved by unanimous vote.



McLennan County Spaceport Development Corporation

January 6, 2020

McLennan County
Commissioners Court
Dustin Chapman
501 Washington Ave, Room 214
Waco, TX 76701

Dustin,

We are submitting this request on behalf of Terry Stevens, President of the McLennan County Spaceport Development Corporation.

Mr. Stevens is requesting reimbursement of expenses incurred as part of his participation in the SpaceCom Conference and Exposition held in Houston, TX on November 19-21, 2019. Please find attached a complete list of expenses with receipts.

Mr. Stevens is also requesting reimbursement for half of his expenses incurred as part of his participation in the National Business Aviation Association Expo held in Las Vegas, NV on October 20-25, 2019. The Greater Waco Chamber Aviation Alliance will cover the remaining expenses. Please find attached a complete list of expenses with receipts.

Please present this request to the County Commissioners Court for approval of expenses.

The total reimbursement amount is \$1,497.92. Please make check payable to Terry Stevens. Please mail check to:

Terry Stevens
P.O. Box 20231
Waco, TX 76702-0231

For further questions, please contact Kris Collins at 757-5635 or kcollins@waco-chamber.com

Thank you.

Sincerely,

Kris Collins
Executive Director
McLennan County Spaceport Development Corporation
P.O. Box 1220
Waco, TX 76703

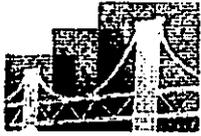
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy



**GREATER
WACO
CHAMBER**

P.O. Box 1220
Waco, Texas 76703-1220
Phone 254.757.5600 Fax 254.757.5639

INVOICE

DATE: January 2, 2020
INVOICE # 11-2019MCSDC
TERMS: Due Upon Receipt

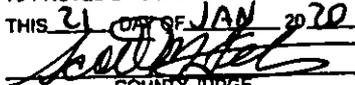
Bill To:
McLennan County
Attn: Dustin Chapman
P.O. Box 1728
Waco, TX 76703

DESCRIPTION	AMOUNT
reimbursement to Greater Waco Chamber for expense incurred by McLennan County Spaceport Development Corporation while participating in SpaceCom Conference In Houston, TX November 19-21, 2019 cost split between Greater Waco Chamber and McLennan County Spaceport Dev Corp	
Global Spaceport Alliance Membership dues \$1000	\$500.00
rental fee for exhibit space \$3000	\$1,500.00
car rental fee for transportation to and from Houston, TX \$192.63	\$96.31
lodging for J.Branch while attending SpaceCom Conference in Houston, TX \$577.12	\$288.56
food/drink and fuel for rental car incurred by J.Branch while attending SpaceCom Conference \$137.38	\$68.69
Material handling fee incurred at SpaceCom Conference Booth #415 \$76.75	\$38.37
TOTAL	\$ 2,491.93

Make all checks payable to **Greater Waco Chamber of Commerce**
If you have any questions concerning this invoice, contact Debbie McCutchen at 757-5636
or via email at dmccutchen@wacochamber.com

THANK YOU FOR YOUR BUSINESS!

Your membership investment keeps our programs active and community services available. Contributions to the Chamber are not deductible as a charitable contribution for federal income tax purposes, however, they may be deducted as a business expense. With the passage of The Omnibus Budget Reconciliation Act of 1993, tax deductions for certain lobbying expenses incurred on your behalf by the Chamber are now prohibited. Effective January 1, 1994, your Chamber investment is 95% deductible as a business expense.

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 2020

COUNTY JUDGE

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER ACCEPTING:

**RECORDING OF RACIAL PROFILING REPORT (REF: TX
CODE OF CRIMINAL PROCEDURE,
ARTICLE 2.132):**

CONSTABLE, PRECINCT 3

On this the 21 day of January, 2020, came on for consideration the matter of Constable, Precinct 3: Recording of Racial Profiling Report (ref: TX Code of Criminal Procedure, Article 2.132). Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

Racial Profiling Report | Exempt

Reporting Date: 01/08/2020

Agency Name: MCLENNAN CO. CONST. PCT. 3
TCOLE Agency Number: 309103

Chief Administrator: DAVID A. MALER

Agency Contact Information:
Phone: (254) 826-5771
Email: dmaler2004@yahoo.com

Mailing Address:
201 N REAGAN ST
WEST, TX 76691

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: DAVID A. MALER, CONSTABLE

Date: 01/08/2020

Submitted electronically to the



The Texas Commission on Law
Enforcement

ACCEPTED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 2020
Scott M. Jeter
COUNTY JUDGE *FOR RECORDING*

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF DECEMBER BILLING/REPORTS (RE:
ON-SITE SEWAGE FACILITY (O.S.S.F.)
PROGRAM)**

**WACO-MCLENNAN COUNTY PUBLIC
HEALTH DISTRICT**

On this the 21 day of January, 2020, came on for consideration the matter of Waco-McLennan County Public Health District: Authorization of December Billing/Reports (re: On-Site Sewage Facility (O.S.S.F.) Program). Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, accepted by unanimous vote.



Waco-McLennan County Public Health District

David Litke, Environmental Health Manager

225 W. Waco Drive, Waco, Texas 76707

Phone 254-750-5464

Fax: 254/750-5424

davidl@wacotx.gov

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

January 13, 2020

Honorable Judge Scott M. Felton
McLennan County Judge
P.O. Box 1728
Waco, TX. 76703-1728

Monthly Billing, Reports, and Information for the O.S.S.F. Program – December 2019

In accordance with the cooperative agreement for the O.S.S.F. Program, enclosed is the monthly billing information and reports for December 2019.

- The Invoice for December 2019 OSSF Billing.
- A detailed line item expense report.
- The monthly TCEQ Activity Report (OARS AA monthly report).
- The monthly health district activity report.
- A chart showing the number of applications processed to date for each month of fiscal year 2019-20. The fiscal year permit revenue projection assumes 250 permit applications processed for this year (an average of 23 per month).

Applications received (31) is above the number projected (23).
Total applications received for the year are above projections.

If you have any questions, please feel free to contact me at 750-5465.

Sincerely,

David Litke, R.S.
Environmental Health Manager

Enclosures

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE



CITY OF WACO
Department of Finance
P.O. Box 2570
Waco, Texas, 76702-2570

TO: McLennan County--OSSF
ATT: Frances Bartlett
214 N. 4th Street, Suit 100
Waco, Texas 76701-13666

January 9, 2019

December 2019 OSSF Billing

December 2019 Billing	3,435.68
Ending Balance from November	<u>4,392.72</u>
Total (Credit Balance)	<u><u>7,828.40</u></u>

Thank you

City of Waco, Texas
 2019-2020 Environmental Health: On-Site Sewage Facilities Program

Org	Object	Description	December	Fiscal Year to Date
<u>EXPENDITURES</u>				
20015109	601101	Supervision-regular	5,477.99	17,252.10
20015109	601102	Supervision -Overtime	-	-
20015109	601201	Clerical and professional-regular	2,376.41	7,010.42
20015109	601202	Clerical and professional-overtime	-	-
20015109	601301	Labor operations-regular	7,551.71	23,957.52
20015109	601302	Labor operations-overtime	-	-
20015109	612101	Health insurance	2,726.04	6,678.80
20015109	612102	Life Insurance	13.94	34.09
20015109	612200	Social security-medicare	1,113.48	3,529.40
20015109	612300	Pension	2,310.92	7,233.01
20015109	612600	Worker's comp	142.26	448.79
20015109	623100	Special services	-	-
20015109	623105	Temporary Services	-	-
20015109	634401	Rent of City Facilities	-	-
20015109	644801	Maintenance of equipment	-	-
20015109	644803	Maintenance-vehicle parts	562.79	562.79
20015109	644805	Maintenance-vehicle-outside	-	-
20015109	644810	Maintenance-misc	-	-
20015109	644815	Maintenance-other	400.00	400.00
20015109	655100	Property insurance	-	-
20015109	655200	Auto liability	1,496.00	1,496.00
20015109	655300	General liability	1,787.00	1,787.00
20015109	655600	Communications	46.08	121.57
20015109	655602	Communications-cellular phones	72.63	217.74
20015109	655701	Promotions	-	-
20015109	655800	Travel - Training	-	-
20015109	655850	Dues & Memberships	-	-
20015109	655901	Hire of equipment	243.58	735.56
20015109	666101	Office supplies	165.70	381.93
20015109	666102	Minor tools	-	-
20015109	666103	Non-expendable	-	-
20015109	666104	Software	-	-
20015109	666105	Wearing apparel	-	-
20015109	666110	Supplies-Other	-	-
20015109	666301	Gasoline-diesel-oil	87.86	350.39
20015109	666303	Lubricants	11.29	11.29
20015109	757404	Mach & Equip -VEH	-	-
			<u>26,585.68</u>	<u>72,208.40</u>
<u>REVENUES</u>				
		OSSF Program Fees	<u>23,150.00</u>	<u>64,380.00</u>
		Revenues less Expenditures	<u>(3,435.68)</u>	<u>(7,828.40)</u>
		County Approved Budget		<u><u>84,267.00</u></u>
		County Payments		
		Billings from City		7,828.40
		End of Year Balance		(7,807.13)
		Credit Balance		<u>7,807.13</u>
		Balance (overpayment)		<u><u>7,828.40</u></u>

OARS AA Monthly Report - DEC 2019

Account Number: 620132

Authorizations to Construct 29

Disposal System Types

Absorptive Mounds	Gravel-less Pipe	Pumped Effluent	1
Drip Irrigation	Leaching Chambers	Standard Trenches/Beds	
Evaptranspiration Beds	1 Low Pressure Dosing	2 Surface Applications	25
EZ Flow systems	PTI Systems	Other	
Subtotal	1	Subtotal	2
		Subtotal	26

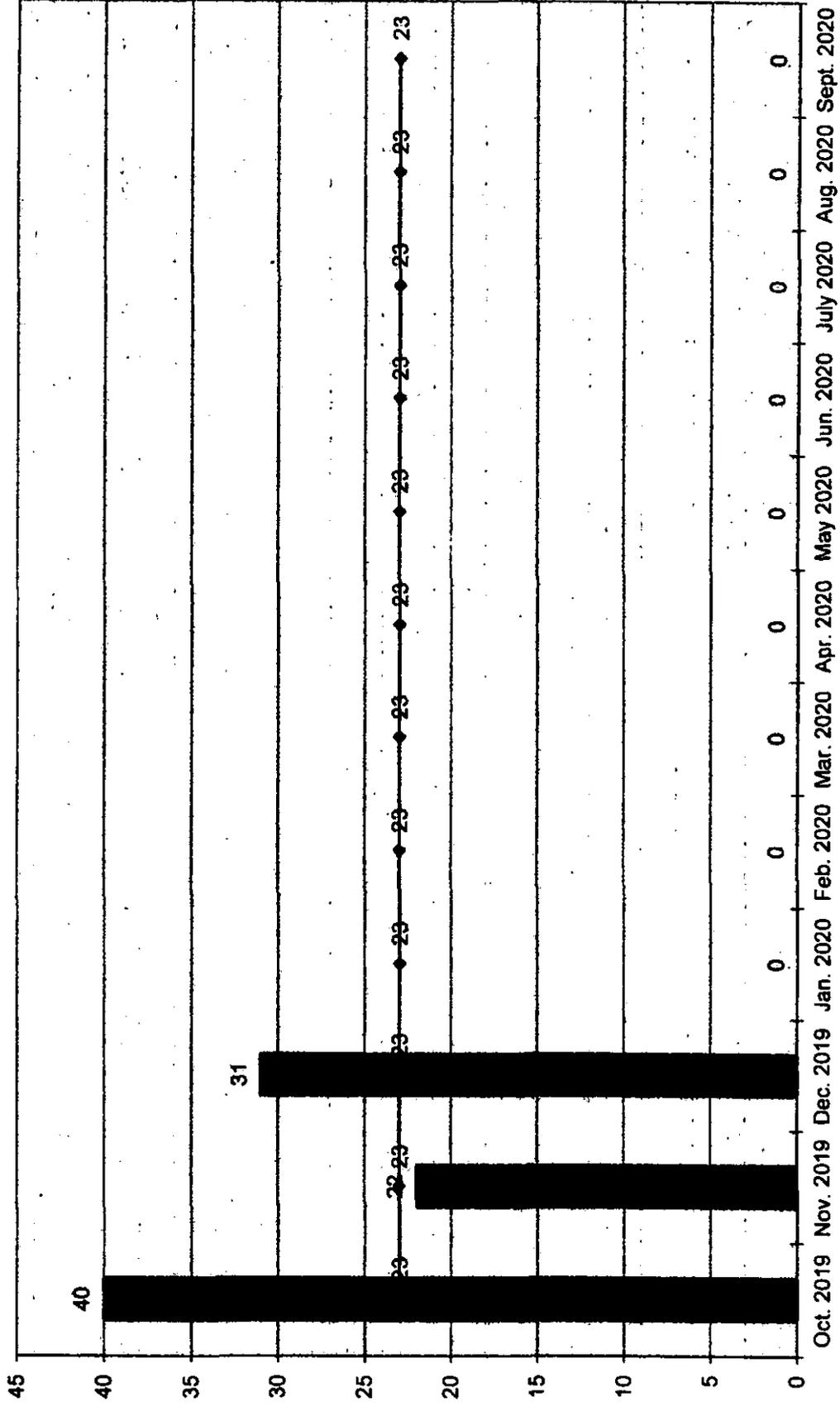
Monthly Enforcement Activity

Complaints Received	4 Violations Issued: Nuisance	7 Violations Issued :Other	84
Complaints Investigated	4 Court Cases Filed: Nuisance	Court Cases Filed: Other	10
	Court Convictions: Nuisance	Court Convictions: Other	

**WACO McLENNAN COUNTY PUBLIC HEALTH DISTRICT
OSSF MONTHLY REPORT - DEC 2020**

City of:	Applications Processed	Permits to Construct	Approvals Written	Complaints Investigated	Complaints Resolved	Notice of Violations Investigated	Notice of Violations Resolved
	# of Clients	# of Clients	# of Clients	# of Clients	# of Clients	# of Clients	# of Clients
	Units of Ser	Units of Serv	Units of Se	Units of Ser	Units of Service	Units of Service	Units of Service
Bellmead							
Beverly Hills							
Bruceville Eddy						1	2
Crawford							
Gholson	3	4	4				
Golinda			1				
Hallsburg	1	1	1				
Hewitt							
Lacy Lakeview	1						
Leroy	1						
Lorena						1	1
Mart							
McGregor							
County PCT 1	3	4	10		1	16	15
County PCT 2	1		1			12	15
County PCT 3	5	4	9		4	21	17
County PCT 4	14	15	12	4	5	30	24
Moody							
Riesel						1	
Robinson	1	1	4			4	4
Ross							
Waco						3	2
West							
Woodway							
Total	31	29	42	4	10	91	78

Monthly Total of OSSF Applications Processed Fiscal Year 2019-20



The '18-'19 budget assumes 276 applications will be processed this year (approx. 23 per month). The standard line shows the comparison of 23 applications per month with the actual number of applications received.

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER ACCEPTING:

**RECORDING OF MCLENNAN COUNTY INVESTMENT
REPORT, DECEMBER 2019:**

COUNTY TREASURER

On this the 21 day of January, 2020, came on for consideration the matter County Treasurer: Recording of McLennan County Investment Report, December 2019. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that the Recording be, and the same is hereby, accepted by unanimous vote.

Total Book Value Weighted Average Maturity (Days): 139 Days

EOM Book Value of Investments With Maturity Dates Beyond 730 days (2 Years): \$0.00

EOM Book Value of Investments With Maturity Dates Beyond 11/30/2020: \$22,225,566.71

Maturity Date Totals By Year

Year	2019	2020	2021	2022	2023	2024
Value	\$74,527,231.79	\$38,711,863.48	\$16,850,747.51	\$0.00	\$0.00	\$0.00

ACCEPTED BY COMMISSIONERS COURT
 THIS 31 DAY OF JAN 2020

 COUNTY JUDGE

For
 RECORDING

McLennan County
Investments Detail
12/31/2019

Collateralized Certificates of Deposit

End of Month Average Rate of Return: 1.83%

Description:	Fund:	Last New/Renew Date:	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 Interest:	EOM Book Value:	Next Int Pmt Due:	
														Monthly
BBVA Compass XXXXX5192	2018 Venue Construction	11/1/2019	5/1/2020		Monthly	1.60%	\$11,159,141.14	\$0.00	\$15,144.95	\$11,144,973.28	\$29,312.81	\$11,174,286.09	5/1/2020	
BBVA Compass XXXXX5623	2019 COB	8/28/2019	8/28/2020		Quarterly	1.82%	\$7,032,886.03	\$0.00	\$10,870.02	\$7,032,184.74	\$11,571.32	\$7,043,756.06	2/28/2020	
Central National XXXX072	Pooled Cash	7/1/2019	1/2/2020		Maturity	2.17%	\$2,094,561.25	\$0.00	\$3,825.73	\$2,075,802.82	\$22,584.17	\$2,098,386.99	1/2/2020	
Central National XXXX193	Pooled Cash	4/30/2019	4/30/2020		Quarterly	2.47%	\$2,679,291.81	\$0.00	\$5,608.87	\$2,673,682.94	\$11,217.75	\$2,684,900.69	1/30/2020	
Central National XXXX479	Pooled Cash	7/18/2019	7/20/2020		Quarterly	2.05%	\$4,303,502.11	\$0.00	\$7,474.76	\$4,293,133.90	\$17,842.97	\$4,310,976.87	1/18/2020	
Central National XXXX177	Pooled Cash	12/16/2019	12/16/2020		Quarterly	1.60%	\$5,366,095.47	\$60,031.74	\$8,723.74	\$5,371,287.40	\$3,531.81	\$5,374,819.21	3/16/2020	
Central National XXXX8799	Pooled Cash	4/30/2019	4/30/2021		Quarterly	2.35%	\$2,635,974.57	\$0.00	\$5,250.64	\$2,630,723.93	\$10,501.27	\$2,641,225.20	1/30/2020	
Central National XXXX071	Pooled Cash	10/31/2019	10/31/2021		Quarterly	1.60%	\$4,153,805.68	\$0.00	\$5,637.21	\$4,148,350.32	\$11,092.58	\$4,159,442.90	1/31/2020	
CD Totals:											\$62,535.93	\$39,370,139.33	\$117,654.66	\$39,487,793.99

**McLennan County
Investments Detail
12/31/2019**

US Government Agencies and Treasuries

End of Month Average Rate of Return: 1.53%

Description	Fund:	Date Settled	Maturity Date:	Date Liquidated:	Rate of Return:	Par:	EOM Prin Balance:	Earnings Paid Current Month:	EOM Accrued	EOM Prem_Disc Accrued:	EOM Book Value:	Next Int Payment Due:
Federal National Mortgage Association 3135G0N66	Pooled Cash	8/24/2016	8/24/2020		1.400%	\$4,000,000.00	\$4,000,000.00	\$0.00	\$19,630.43	\$0.00	\$4,019,630.43	2/24/2020
Next Int Payment Amount:	\$28,000.00		Next Call Date:	2/24/2020								
Comments:	First Call 02/24/2017. Quarterly thereafter.											
Federal Farm Credit Bank 3133EGMM4	Pooled Cash	7/21/2016	10/19/2020		1.375%	\$2,000,000.00	\$1,998,000.00	\$0.00	\$5,484.97	\$1,622.18	\$2,005,107.15	4/19/2020
Next Int Payment Amount:	\$13,750.00		Next Call Date:									
Comments:	First Call 10/19/2016. Continuous thereafter.											
Federal National Mortgage Association 3136G3G90	Pooled Cash	7/27/2016	7/21/2021		1.550%	\$2,000,000.00	\$2,000,000.00	\$0.00	\$13,225.54	\$0.00	\$2,013,225.54	1/27/2020
Next Int Payment Amount:	\$15,500.00		Next Call Date:	1/27/2020								
Comments:	First Call 01/27/2017. Quarterly thereafter.											
Federal Home Loan Mortgage Corporation 3134GAAM6	Pooled Cash	8/25/2016	8/25/2021		1.650%	\$4,000,000.00	\$4,000,000.00	\$0.00	\$22,956.52	\$0.00	\$4,022,956.52	2/25/2020
Next Int Payment Amount:	\$33,000.00		Next Call Date:	2/25/2020								
Comments:	First Call 11/25/2016. Quarterly thereafter.											
Federal Home Loan Banks 3130A9F89	Pooled Cash	9/30/2016	9/30/2021		1.625%	\$2,000,000.00	\$2,000,000.00	\$0.00	\$8,214.29	\$0.00	\$2,008,214.29	3/30/2020
Next Int Payment Amount:	\$16,250.00		Next Call Date:	12/30/2019								
Comments:	First Call 12/30/2016. Quarterly thereafter.											

**McLennan County
Investments Detail
12/31/2019**

Federal National Mortgage Association 3136G4EV1	Pooled Cash	10/28/2016	10/28/2021	1.625%	\$2,000,000.00	\$2,000,000.00	\$0.00	\$5,683.06	\$0.00	\$2,005,683.06	4/28/2020
Next Int Payment Amount:	\$16,250.00	Next Call Date: 1/28/2019									
Comments:	First Call 04/28/2017. Quarterly thereafter.										
Federal Home Loan Mortgage Corporation 3134GBH54	Pooled Cash	9/29/2017	12/29/2019	0.000%	\$2,000,000.00	\$0.00	\$10,100.00	\$0.00	\$0.00	\$0.00	
Next Int Payment Amount:	\$0.00	Next Call Date:									
Comments:	First Call 03/29/2018. Quarterly thereafter.										

Bond Totals: \$18,000,000.00 \$15,998,000.00 \$10,100.00 \$75,194.82 \$1,622.18 \$16,074,817.00

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

End of Month Average Rate of Return: 1.84%

Description:	Account Type:	Fund:	Date Liquidated:	Interest Rate:	Average Monthly Balance:	Beginning Principal:	Monthly Interest Paid:	Deposits:	Withdrawals:	Ending Book Value:					
TexPool Acct# 5XXXXXXX4	Investment Pool (Commercial Paper)	2017 GOB		1.8321%	\$9,798,824.31	\$9,798,332.50	\$15,246.24	\$0.00	\$0.00	\$9,813,578.74					
Texas Class Acct# XXXX-0002	Investment Pool (Commercial Paper)	2018 Venue Construction		1.8800%	\$10,388,563.62	\$10,379,784.87	\$16,592.94	\$0.00	\$0.00	\$10,396,377.81					
TexPool Acct# 5XXXXXXX5	Investment Pool (Commercial Paper)	2018 Venue Construction		1.8321%	\$7,375,392.36	\$7,375,022.18	\$11,475.53	\$0.00	\$0.00	\$7,386,497.71					
Texas Class Acct# XX-XX-XXXX-0003	Investment Pool (Commercial Paper)	2019 COB		1.8800%	\$8,050,315.90	\$8,043,513.07	\$12,858.22	\$0.00	\$0.00	\$8,056,371.29					
TexPool Acct# 5XXXXXXX6	Investment Pool (Commercial Paper)	2019 COB		1.6226%	\$7,552,237.42	\$7,551,858.37	\$11,750.68	\$0.00	\$0.00	\$7,563,609.05					
TexPool Acct# 5XXXXXXX1	Investment Pool (Commercial Paper)	Pooled Cash		1.8321%	\$18,453,088.35	\$18,452,162.17	\$28,711.64	\$0.00	\$0.00	\$18,480,873.81					
TexPool Acct# 4XXXXXXX1	Investment Pool (US Govt/Agencies)	Pooled Cash		1.6226%	\$2,088,445.45	\$2,088,352.61	\$2,878.01	\$0.00	\$0.00	\$2,091,230.62					
End of Month Totals:										\$63,706,867.41	\$63,689,025.77	\$99,513.26	\$0.00	\$0.00	\$63,788,539.03

**McLennan County
Investments Detail
12/31/2019**

Collateralized Demand Deposit Accounts

Description:	Fund	Monthly Interest Paid:	Previous EOM Balance:	Deposits:	Checks Issued:	ACH/Wire Withdrawals:	Voids:	EOM Balance:	Outstanding Checks	EOM Adjustment	Ending Bank Statement Bal																																																																																																													
BBVA Compass XXXXXXXX0837	Pooled Cash	\$10,915.72	\$8,752,221.61	\$13,213,945.43	\$5,362,123.76	\$5,882,800.94	\$6,534.70	\$10,738,692.76	\$373,295.32	\$0.00	\$11,111,988.08																																																																																																													
End of Month Totals:																																																																																																																								
<table border="0"> <tr> <td>Monthly Interest Paid:</td> <td>\$10,915.72</td> <td colspan="9"></td> </tr> <tr> <td>Previous EOM Balance:</td> <td>\$8,752,221.61</td> <td colspan="9"></td> </tr> <tr> <td>Deposits:</td> <td>\$13,213,945.43</td> <td colspan="9"></td> </tr> <tr> <td>Checks Issued:</td> <td>\$5,362,123.76</td> <td colspan="9"></td> </tr> <tr> <td>ACH/Wire Withdrawals:</td> <td>\$5,882,800.94</td> <td colspan="9"></td> </tr> <tr> <td>Voids:</td> <td>\$6,534.70</td> <td colspan="9"></td> </tr> <tr> <td>EOM Balance:</td> <td>\$10,738,692.76</td> <td colspan="9"></td> </tr> <tr> <td>Outstanding Checks:</td> <td>\$373,295.32</td> <td colspan="9"></td> </tr> <tr> <td>EOM Adjustment:</td> <td>\$0.00</td> <td colspan="9"></td> </tr> <tr> <td>Ending Bank Statement Bal:</td> <td>\$11,111,988.08</td> <td colspan="9"></td> </tr> </table>											Monthly Interest Paid:	\$10,915.72										Previous EOM Balance:	\$8,752,221.61										Deposits:	\$13,213,945.43										Checks Issued:	\$5,362,123.76										ACH/Wire Withdrawals:	\$5,882,800.94										Voids:	\$6,534.70										EOM Balance:	\$10,738,692.76										Outstanding Checks:	\$373,295.32										EOM Adjustment:	\$0.00										Ending Bank Statement Bal:	\$11,111,988.08									
Monthly Interest Paid:	\$10,915.72																																																																																																																							
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Ending Bank Statement Bal:	\$11,111,988.08																																																																																																																							


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

Total Book Value Effective 12/31/2019 \$130,089,842.78

**McLennan County
Cash Transaction Summary
12/31/2019**

Total Investments: \$129,927,425.38
Pooled Cash DDA: \$8,752,221.61

11/30/2019 **Beginning Balance**

Revenue/Deposits

December 2019 Investment Income	\$196,961.97	\$10,915.72
December 2019 NonInvestment Revenue	\$11,203,845.43	\$13,213,945.43

Disbursements

Checks Issued

Transaction Date:	Check Range	Type:	Amount:
12/3/2019	414530 - 414898	Accounts Payable	\$3,221,727.90
12/5/2019	414899 - 414909	Accounts Payable	\$89,157.95
12/6/2019	414910 - 414982	Accounts Payable	\$61,737.86
12/6/2019	5013847 - 5013847	Payroll	\$10.00
12/9/2019	414984 - 414984	Accounts Payable	\$149.00
12/11/2019	5013848 - 5013849	Payroll	\$1,265.50
12/12/2019	414985 - 414986	Accounts Payable	\$2,650.89
12/13/2019	414987 - 414989	Accounts Payable	\$1,145.67
12/16/2019	414990 - 415008	Accounts Payable	\$68,420.71
12/17/2019	415009 - 415509	Accounts Payable	\$1,686,829.57
12/20/2019	415510 - 415523	Accounts Payable	\$92,443.42
12/23/2019	415524 - 415589	Accounts Payable	\$115,104.04
12/30/2019	415590 - 415604	Accounts Payable	\$21,481.11
12/30/2019	5013850 - 5013850	Payroll	\$0.14

Checks Issued: \$5,362,123.76 \$5,362,123.76

ACH/Wire Disbursements

Transaction Date:	Purpose:	Amount:	DDA Only:
12/2/2019	Deposit Correction	\$0.49	<input type="checkbox"/>
12/3/2019	ACH Accounts Payable	\$197,926.43	<input type="checkbox"/>
12/3/2019	Vendor Payment: Employee or Retiree Benefits	\$2,926.40	<input type="checkbox"/>
12/5/2019	US Bank: Comal County Inmate Housing	\$6,076.00	<input type="checkbox"/>
12/6/2019	ACH Payroll	\$1,518,536.00	<input type="checkbox"/>
12/6/2019	Health Savings Account Deposits	\$15,706.75	<input type="checkbox"/>
12/6/2019	US Bank: Hood County Inmate Housing	\$1,764.00	<input type="checkbox"/>
12/6/2019	Vendor Payment: Employee or Retiree Benefits	\$2,923.60	<input type="checkbox"/>
12/9/2019	IRS 941 Tax Payment	\$511,593.12	<input type="checkbox"/>
12/9/2019	Child Support	\$11,984.87	<input type="checkbox"/>
12/9/2019	US Bank: Limestone County Inmate Housing	\$1,470.00	<input type="checkbox"/>
12/13/2019	Transfer: Employee Health Insurance Trust	\$7,288.36	<input type="checkbox"/>
12/13/2019	Vendor Payment: Employee or Retiree Benefits	\$7,601.48	<input type="checkbox"/>
12/17/2019	Employee Retirement	\$788,993.52	<input type="checkbox"/>
12/17/2019	ACH Accounts Payable	\$102,215.19	<input type="checkbox"/>
12/19/2019	Returned Item Regular Receipts	\$136.00	<input type="checkbox"/>
12/19/2019	Returned Item Regular Receipts	\$90.00	<input type="checkbox"/>
12/20/2019	ACH Payroll	\$1,548,687.29	<input type="checkbox"/>
12/20/2019	TDCJ: Adult Probation Employee Benefits	\$11,965.34	<input type="checkbox"/>
12/20/2019	Health Savings Account Deposits	\$14,205.69	<input type="checkbox"/>
12/20/2019	Vendor Payment: Employee or Retiree Benefits	\$2,956.30	<input type="checkbox"/>
12/23/2019	IRS 941 Tax Payment	\$523,587.58	<input type="checkbox"/>

**McLennan County
Cash Transaction Summary
12/31/2019**

	Total Investments:	Pooled Cash DDA:
12/23/2019 Child Support	\$12,344.09	<input type="checkbox"/>
12/27/2019 US Bank: Bureau of Prisons Inmate Housing	\$2,775.96	<input type="checkbox"/>
12/27/2019 US Bank: US Marshall Inmate Housing	\$582,867.48	<input type="checkbox"/>
12/27/2019 Vendor Payment: Employee or Retiree Benefits	\$6,179.00	<input type="checkbox"/>
ACH/Wire Disbursements:	\$5,882,800.94	\$5,882,800.94
Voided Checks:	\$6,534.70	\$6,534.70
Disbursement Total:	\$11,238,390.00	\$11,238,390.00
<hr/>		
Ending Balances		
EOM Balance 12/31/2019	<u>\$130,089,842.78</u>	<u>\$10,738,692.76</u>
Outstanding Checks:		\$373,295.32
Depository Adjustments:		\$0.00
Bank Balance:		<u>\$11,111,988.08</u>
EOM Balance 12/31/2018	<u>\$111,189,307.36</u>	
Annual Increase in EOM Balance	\$18,900,535.42	

Fiscal Year-to-Date Investment Summary and Prior Year Histories
12/31/2019

Description	Fund:	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
2017 General Obligation Bond Proceeds									
TexPool Inv. Pool (Comm) 5XXXXXXXXXX4	2017 GOB			1.8321%	Inv. Pool (Comm)	\$15,246.24	\$47,425.27	\$47,425.27	\$9,813,578.74
					Subtotals:	\$15,246.24	\$47,425.27	\$47,425.27	
									EOM 2017 GOB Balance
									\$9,813,578.74
									Interest Paid Over Life of 2017 GOB
									\$465,813.71
									Interest Paid and Accrued Over Life of 2017 GOB
									\$465,813.71
2018 Venue									
BBVA Compass CD XXXXX5192	2018 Venue Construction	5/1/2020		1.6000%	CD	\$0.00	\$139,804.84	\$53,626.70	\$11,174,286.09
Texas Class Inv. Pool (Comm) XXXX-0002	2018 Venue Construction			1.8800%	Inv. Pool (Comm)	\$16,592.94	\$51,471.82	\$51,471.82	\$10,396,377.81
TexPool Inv. Pool (Comm) 5XXXXXXXXXX5	2018 Venue Construction			1.8321%	Inv. Pool (Comm)	\$11,475.53	\$40,921.77	\$40,921.77	\$7,386,497.71
					Subtotals:	\$28,068.47	\$232,198.43	\$146,020.29	
									EOM 2018 Venue Balance
									\$28,957,161.61
									Interest Paid Over Life of 2018 Venue
									\$1,278,215.06
									Interest Paid and Accrued Over Life of 2018 Venue
									\$1,307,527.87
2019 Certificate of Obligation Bond Proceeds									
BBVA Compass CD XXXXX5623	2019 COB	8/28/2020		1.8200%	CD	\$0.00	\$32,184.74	\$32,237.70	\$7,043,756.06
Texas Class Inv. Pool (Comm) XX-XX-XXXX-0003	2019 COB			1.8800%	Inv. Pool (Comm)	\$12,858.22	\$39,886.59	\$39,886.59	\$8,056,371.29
TexPool Inv. Pool (Comm) 5XXXXXX6	2019 COB			1.6226%	Inv. Pool (Comm)	\$11,750.68	\$37,915.69	\$37,915.69	\$7,563,609.05
					Subtotals:	\$24,608.90	\$109,987.02	\$110,039.98	
									EOM 2019 COB Balance
									\$22,663,736.40
									Interest Paid Over Life of 2019 COB
									\$143,473.88
									Interest Paid and Accrued Over Life of 2019 COB
									\$155,045.20

Description	Fund:	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
Pooled Cash									
Central National CD XXXX071	Pooled Cash		10/31/2021	1.6000%	CD	\$0.00	\$14,335.42	\$14,962.71	\$4,159,442.90
Central National CD XXX8799	Pooled Cash		4/30/2021	2.3500%	CD	\$0.00	\$15,490.78	\$15,552.62	\$2,641,225.20
Central National CD XXXX177	Pooled Cash		12/16/2020	1.6000%	CD	\$60,031.74	\$60,031.74	\$28,517.99	\$5,374,819.21
Central National CD XXXX479	Pooled Cash		7/20/2020	2.0500%	CD	\$0.00	\$22,069.12	\$22,160.84	\$4,310,976.87
Central National CD XXXX193	Pooled Cash		4/30/2020	2.4700%	CD	\$0.00	\$16,542.70	\$16,612.11	\$2,684,900.69
Central National CD XXXX072	Pooled Cash		1/2/2020	2.1700%	CD	\$0.00	\$0.00	\$11,353.79	\$2,098,386.99
BBVA Compass DDA XXXXX0837	Pooled Cash			1.7000%	DDA	\$10,915.72	\$29,059.79	\$29,059.79	\$10,738,692.76
TexPool Inv. Pool (Agencies) 4XXXXXXXXXX1	Pooled Cash			1.6226%	Inv. Pool (Agencies)	\$2,878.01	\$9,133.50	\$9,133.50	\$2,091,230.62
TexPool Inv. Pool (Comm) 5XXXXXXXXXX1	Pooled Cash			1.8321%	Inv. Pool (Comm)	\$28,711.64	\$99,249.78	\$99,249.78	\$18,480,873.81
Federal Home Loan Mortgage Corporation US Agency 3134GBH54	Pooled Cash	12/29/2019	9/29/2022	0.0000%	US Agency	\$10,100.00	\$10,100.00	\$9,989.01	\$0.00
Federal National Mortgage Association US Agency 3136G4EV1	Pooled Cash		10/28/2021	1.6250%	US Agency	\$0.00	\$16,250.00	\$8,183.06	\$2,005,683.06
Federal Home Loan Banks US Agency 3130A9F89	Pooled Cash		9/30/2021	1.6250%	US Agency	\$0.00	\$0.00	\$8,214.29	\$2,008,214.29
Federal Home Loan Mortgage Corporation US Agency 3134GAAM6	Pooled Cash		8/25/2021	1.6500%	US Agency	\$0.00	\$0.00	\$16,500.00	\$4,022,956.52
Federal National Mortgage Association US Agency 3136G3G90	Pooled Cash		7/21/2021	1.5500%	US Agency	\$0.00	\$0.00	\$7,750.00	\$2,013,225.54
Federal Farm Credit Bank US Agency 3133EGMIM4	Pooled Cash		10/19/2020	1.3750%	US Agency	\$0.00	\$13,750.00	\$7,031.20	\$2,005,107.15
Federal National Mortgage Association US Agency 3135G0N66	Pooled Cash		8/24/2020	1.4000%	US Agency	\$0.00	\$0.00	\$14,000.00	\$4,019,630.43
Federal Home Loan Banks US Agency 3130ACKD5	Pooled Cash	10/24/2019			US Agency		\$23,500.00	\$3,564.18	\$0.00
Federal Home Loan Mortgage Corporation US Agency 3134GBK92	Pooled Cash	10/12/2019			US Agency		\$22,000.00	\$1,442.62	\$0.00
Federal Home Loan Banks US Agency 3130ABZG4	Pooled Cash	11/26/2019			US Agency		\$10,750.00	\$6,660.33	\$0.00

Description	Fund:	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
					Subtotals:	\$112,637.11	\$362,262.83	\$329,937.81	
									EOM Pooled Cash Balance \$68,655,366.04
					End of Month Total, All Investments:	\$180,560.72	\$751,873.55	\$633,423.34	\$130,089,842.78
		12/31/2018			Total, All Investments	\$119,814.65	\$599,672.76	\$580,494.67	\$111,189,307.36
		12/31/2017			Total, All Investments	\$32,427.85	\$193,383.49	\$231,443.74	\$75,354,431.59

Change in Book Value and Market Value
Between 11/30/2019 and 12/31/2019

	11/30/2019		12/31/2019		
	Previous EOM Book Value:	Previous EOM Market Value:	Current EOM Book Value:	Current EOM Market Value:	Change in Book Value:
					Current EOM Market Value More or (Less) than Book Value
Collateralized Certificate of Deposit					
CNB XXXXX072	\$2,094,561.25	\$2,094,561.25	\$2,098,386.99	\$2,098,386.99	\$0.00
BBVA XXXXXX5623	\$7,032,886.03	\$7,032,886.03	\$7,043,756.06	\$7,043,756.06	\$0.00
BBVA XXXXXX5192	\$11,159,141.14	\$11,159,141.14	\$11,174,286.09	\$11,174,286.09	\$0.00
CNB XXXX071	\$4,153,805.68	\$4,153,805.68	\$4,159,442.90	\$4,159,442.90	\$0.00
CNB XXXX193	\$2,679,291.81	\$2,679,291.81	\$2,684,900.69	\$2,684,900.69	\$0.00
CNB XXXX479	\$4,303,502.11	\$4,303,502.11	\$4,310,976.87	\$4,310,976.87	\$0.00
CNB XXXX177	\$5,366,095.47	\$5,366,095.47	\$5,374,819.21	\$5,374,819.21	\$0.00
CNB XXX8799	\$2,635,374.57	\$2,635,374.57	\$2,641,225.20	\$2,641,225.20	\$0.00
Subtotal Collateralized Certificate of Deposit	\$39,425,258.07	\$39,425,258.07	\$39,487,793.99	\$39,487,793.99	\$62,535.93
Collateralized Demand Deposit Account					
BBVA XXXXX0837	\$8,752,221.61	\$8,752,221.61	\$10,738,692.76	\$10,738,692.76	\$0.00
Subtotal Collateralized Demand Deposit Account	\$8,752,221.61	\$8,752,221.61	\$10,738,692.76	\$10,738,692.76	\$1,986,471.15
Investment Pool (Commercial Paper)					
TEXPOOL 5XXXXXXXXXX5	\$7,375,022.18	\$7,375,022.18	\$7,386,497.71	\$7,386,497.71	\$0.00
TXCLASS XX-XX-XXXX-0003	\$8,043,513.07	\$8,043,513.07	\$8,056,371.29	\$8,056,371.29	\$0.00
TEXPOOL SXXXXXXXXXXXX1	\$18,452,162.17	\$18,452,162.17	\$18,480,873.81	\$18,480,873.81	\$0.00
TEXPOOL 5XXXXXXXXXXXX4	\$9,798,332.50	\$9,798,332.50	\$9,813,578.74	\$9,813,578.74	\$0.00
TEXPOOL SXXXXXXXXX6	\$7,551,858.37	\$7,551,858.37	\$7,563,609.05	\$7,563,609.05	\$0.00
TXCLASS XXXX-0002	\$10,379,784.87	\$10,379,784.87	\$10,396,377.81	\$10,396,377.81	\$0.00

**Change in Book Value and Market Value
Between 11/30/2019 and 12/31/2019**

	11/30/2019		12/31/2019		
	Previous EOM Book Value:	Previous EOM Market Value:	Current EOM Book Value:	Current EOM Market Value:	Change in Book Value:
Subtotal Investment Pool (Commercial Paper)	\$61,600,673.16	\$61,600,673.16	\$61,697,308.41	\$61,697,308.41	\$96,635.25
Investment Pool (US Govt/Agencies)					
TEXPOOL 4XXXXXXXXXXXXX1	\$2,088,352.61	\$2,088,352.61	\$2,091,230.62	\$2,091,230.62	\$0.00
Subtotal Investment Pool (US Govt/Agencies)	\$2,088,352.61	\$2,088,352.61	\$2,091,230.62	\$2,091,230.62	\$2,878.01
United States Government Agency Securities					
FNMA 3136G4EV1	\$2,002,930.33	\$1,996,600.33	\$2,005,683.06	\$2,001,217.06	(\$4,466.00)
FHLB 3130A9F89	\$2,005,446.43	\$2,001,704.43	\$2,008,214.29	\$2,006,176.29	(\$2,038.00)
FFCB 3133EGM1M4	\$2,002,737.94	\$1,996,341.74	\$2,005,107.15	\$2,001,300.97	(\$3,806.18)
FHLMC 3134GAAM6	\$4,017,396.74	\$4,000,980.74	\$4,022,956.52	\$4,010,188.52	(\$12,768.00)
FHLMC 3134GBH54	\$2,006,881.32	\$2,007,209.32	\$0.00	\$0.00	\$0.00
FNMA 3136G3G90	\$2,010,614.13	\$2,005,332.13	\$2,013,225.54	\$2,009,587.54	(\$3,638.00)
FNMA 3135G0N66	\$4,014,913.04	\$4,006,101.04	\$4,019,630.43	\$4,012,610.43	(\$7,020.00)
Subtotal United States Government Agency Securities	\$18,060,919.93	\$18,014,269.73	\$16,074,817.00	\$16,041,080.82	(\$1,986,102.93)
Overall Totals	\$129,927,425.38	\$129,880,775.17	\$130,089,842.78	\$130,056,106.60	\$162,417.40
					(\$33,736.18)

Market Value Source: None Required

**Depository Collateral Report
Effective 12/31/2019**

BBVA Compass

Custodian	Description	CUSIP/Masked LOC#	Maturity Date:	Interest Rate:	Price	EOM Basis	EOM Market Value
FHLB Letter of Credit	FHLB Letter of Credit #XXX972	XXX972	1/9/2020	0.0000%	1	\$25,000,000.00	\$25,000,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXX923	XXX923	1/9/2020	0.0000%	1	\$55,000,000.00	\$55,000,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXX259	XXX259	2/1/2020	0.0000%	1	\$500,000.00	\$500,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXX068	XXX068	2/3/2020	0.0000%	1	\$20,000,000.00	\$20,000,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXX779	XXX779	2/3/2020	0.0000%	1	\$55,000,000.00	\$55,000,000.00
BBVA Compass Collateral Subtotal:							\$155,500,000.00
FDIC Coverage:							<u>\$250,000.00</u>

BBVA Compass Total Deposit Coverage: **\$155,750,000.00**
 BBVA Compass Total Deposits: **\$113,508,096.46**
 Collateral Surplus **\$42,241,903.54**

Central National

Custodian	Description	CUSIP/Masked LOC#	Maturity Date:	Interest Rate:	Price	EOM Basis	EOM Market Value
FHLB Letter of Credit	FHLB Letter of Credit #XXXXXXX032	XXXXXXX032	1/2/2020	0.0000%	1	\$5,350,000.00	\$5,350,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXXXXX287	XXXXXX287	6/26/2020	0.0000%	1	\$5,400,000.00	\$5,400,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXXXXXX036	XXXXXXX036	7/31/2020	0.0000%	1	\$4,400,000.00	\$4,400,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXXXXXX035	XXXXXXX035	7/31/2020	0.0000%	1	\$2,100,000.00	\$2,100,000.00
FHLB Letter of Credit	FHLB Letter of Credit #XXXXXX288	XXXXXX288	11/12/2021	0.0000%	1	\$4,300,000.00	\$4,300,000.00
Central National Collateral Subtotal:							\$21,550,000.00
FDIC Coverage:							<u>\$250,000.00</u>

Central National Total Deposit Coverage: **\$21,800,000.00**
 Central National Total Deposits: **\$21,269,751.85**
 Collateral Surplus **\$530,248.15**

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
 Deputy

ORDER ACCEPTING:

**RECORDING OF DETAILED TRANSACTION REPORT,
DECEMBER 2019:**

**MCLENNAN COUNTY CHILDRENS'
PROTECTIVE SERVICES BOARD**

On this the 21 day of January, 2020, came on for consideration the matter of McLennan County Children's Protective Services Board: Recording of Detailed Transaction Report, December 2019. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

Childrens' Protective Services Board
Detailed Transaction Report
12/1/2019 - 12/31/2019

Community Bank Acct# XXXX0161

Beginning available balance 12/1/2019 **\$13,439.38**
Revenue \$647.50
Expenditures: \$10,161.19
Voided items: \$0.00
Ending available balance 12/31/2019 **\$3,925.69**
Outstanding deposits: \$0.00
Outstanding withdrawals: \$568.10
Account# XXXX0161 Ending bank statement balance **\$4,493.79**

Expenditures						
Date	Check#:	Payee	Budget object:	Comment:	Amount:	
12/3/2019	1802	Skate Waco	Other Services & Charges	121 Total Guests: 78 Skaters and 33 Nonskaters	\$617.00	
12/10/2019	1805	Walmart	Other Services & Charges	Walmart Credit Card: Receipt #1 Sales Tax	\$30.91	
12/10/2019	1805	Walmart	Clothing & Supplies	Walmart Credit Card: Receipt #7, Winter Clothing for 10 Children	\$486.55	
12/10/2019	1805	Walmart	Clothing & Supplies	Walmart Credit Card: Receipt #6, Winter Clothing for 19 Children	\$909.25	
12/10/2019	1805	Walmart	Clothing & Supplies	Walmart Credit Card: Receipt #1, Winter Clothing for 25 Children	\$1,096.18	
12/10/2019	1805	Walmart	Clothing & Supplies	Walmart Credit Card: Winter Clothing for 39 Children	\$1,985.90	
12/10/2019	1805	Walmart	Clothing & Supplies	Walmart Credit Card: Receipt #3, Winter Clothing for 47 Children	\$2,226.65	
12/10/2019	1805	Walmart	Clothing & Supplies	Walmart Credit Card: Receipt #5, Winter Clothing for 53 Children	\$2,522.61	
12/19/2019		Raising Cane's	Other Services & Charges	Partial Refund: Check Number 1788, Adoption Day Meal.	(\$5.12)	
12/31/2019	1803	Voided Check	Voided Check		\$0.00	
12/31/2019	1804	Walmart	Christmas Gifts Fund	Midway Students Christmas Gift Presentation: Refreshements	\$91.26	
Total Expenditures:					\$10,161.19	
Revenues						
Date	Check#:	Contributor	Budget object:	Comment:	Amount:	
12/12/2019	131314	McLennan County Jury Fund	Jury Checks		\$97.50	
12/12/2019	5968	St. John The Baptist Catholic Church Women's Group	Christmas Gifts Fund		\$300.00	
12/17/2019	103738461	Sherwin Williams	Christmas Gifts Fund		\$250.00	
Total Revenues:					\$647.50	
Outstanding Items						
Date:	Check#:	Payee			Amount:	
2/28/2019	1606	Caritas			\$25.20	
7/15/2019	1773	Texas Vital Statistics			\$25.00	
7/22/2019	1775	Texas Department of Public Safety			\$16.00	
7/22/2019	1776	Texas Department of Public Safety			\$16.00	
11/26/2019	1801	Partnerships for Children			\$67.96	
11/26/2019	1801	Partnerships for Children			\$147.94	
11/26/2019	1801	Partnerships for Children			\$270.00	
Total Outstanding Items:					\$568.10	

McLennan County Employees' Federal Credit Union Acct# XX050A

Beginning available balance 12/1/2019 \$1,528.20
 Revenue \$1.35
 Expenditures: \$0.00
 Voided items: \$0.00
 Ending available balance 12/31/2019 \$1,529.55
 Outstanding deposits: \$0.00
 Outstanding withdrawals: \$0.00
 Account# XX050A Ending bank statement balance \$1,529.55

Revenues					
Date	Check#:	Contributor	Budget object:	Comment:	Amount:
12/31/2019		McLennan County Employees Federal Credit Union	Interest Income		\$1.35
Total Revenues:					\$1.35

Walmart Gift Cards Acct# Walmart Gift Cards

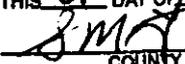
Beginning available balance 12/1/2019 \$1,200.00
 Revenue \$0.00
 Expenditures: \$1,200.00
 Voided items: \$0.00
 Ending available balance 12/31/2019 \$0.00
 Outstanding deposits: \$0.00
 Outstanding withdrawals: \$0.00
 Walmart Gift Cards Ending bank statement balance \$0.00

Expenditures					
Date	Check#:	Payee	Budget object:	Comment:	Amount:
12/10/2019	1	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 3 children.	\$150.00
12/10/2019	2	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 3 children.	\$150.00
12/17/2019	3	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 3 children.	\$150.00
12/18/2019	4	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 3 children.	\$150.00
12/18/2019	5	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift card for 1 child.	\$50.00
12/18/2019	6	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 2 children.	\$100.00
12/18/2019	8	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift card for 1 child.	\$50.00
12/19/2019	7	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 4 children.	\$200.00
12/20/2019	9	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 2 children.	\$100.00
12/26/2019	10	Walmart	Christmas Gifts Fund	\$50.00 Walmart gift cards for 3 children. Only 2 gift cards remained.	\$100.00
Total Expenditures:					\$1,200.00

Bill Helton, Treasurer
 Children's Protective Services Board

End of Month Total Cash: \$5,455.24

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

ACCEPTED BY COMMISSIONERS COURT
 THIS 21 DAY OF JAN 20 20

 COUNTY JUDGE

FOR RECORDING

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
 Deputy

REMAINS LIFTED:

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

On this the 21 day of January, 2020, came on for consideration the matter of Authorization re: Burn Ban in the Unincorporated Areas of McLennan County. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations re: Burn Ban in the Unincorporated Areas of McLennan County be, and the same is hereby, approved unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF MCLENNAN COUNTY CREDIT
CARD PURCHASES:**

414TH DISTRICT COURT;

COUNTY COURT @ LAW 2;

JUVENILE PROBATION;

COUNTY SHERIFF

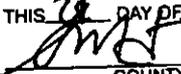
AND

INFORMATION TECHNOLOGY

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of McLennan County Credit Card Purchases: 414th District Court; County Court @ Law 2; Juvenile Probation; County Sheriff and Information Technology. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

McLennan County Credit Card Purchases

Department	Amount	Description
414th District Court	\$725.00	Gigatron Software for the Court Reporter - 1 year Subscription
County Court @ Law 2	\$31.00	Purchase of Business Cards
Juvenile Probation	\$62.00	Purchase of Business Cards
County Sheriff	\$202.00	Purchase of Ancestry.com
Information Technology	\$1,264.38	Purchase of 12 months of maintenance for network monitoring software from Paessler

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER REGARDING:
APPROVAL OF MEMORANDUM OF AGREEMENT AND
AUTHORIZATION OF PAYMENT FOR ACQUISITION
OF RIGHT-OF-WAY PARCEL NO. P-3E (RE:
CHAPEL ROAD IMPROVEMENT
PROJECT)

On this the 21 day of January, 2020, came on for consideration the matter Approval of Memorandum of Agreement and Authorization of Payment for Acquisition of Right-of-Way Parcel No. P-3E (re: Chapel Road Improvement Project). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Michael D. MillardLicensed Real Estate Broker
Licensed Property Tax Consultant
State Certified General Real Estate Appraiser
MAI, Appraisal InstituteP.O. Box 7690
Waco, TX 76714
(254) 776-3734
mike@millard-texas.com

December 10, 2019

Mr. & Mrs. Monty Chadd
12785 Chapel Road
Lorena, TX 76655-3066RE: Right-of-Way Acquisition - Memorandum of Agreement
McLennan County, TX
Project - McLennan County, TX - Chapel Road Improvements Project (Old Lorena Road to Ritchie Road)

Project Property Name:	P-3E - Chadd
Property Owner:	Monty Chadd & Becky B. Chadd
Property Street Address:	12785 Chapel Road
Appraisal District Property Tax ID #:	316657

Dear Mr. & Mrs. Chadd:

This is to confirm the willingness to sign McLennan County's WARRANTY DEED document that has been previously forwarded to you for review, which is for the purchase of **0.021 Acres** of fee simple right-of-way area along Chapel Road as it pertains to the referenced property, for a total monetary compensation payment in the amount of **\$1,230.00**, and the following provisions that you, as the Property Owner or representative of the Property Owner, and McLennan County have agreed to:

1. Once the fee simple right-of-way area has been acquired, and the Property Owner has received all due compensation, the Property Owner hereby gives McLennan County, and/or its Contractor(s), permission to access the acquired property.
2. 7 days prior to McLennan County's Contractor(s) starting the project's initial construction work within the acquired fee simple right-of-way area, McLennan County, and/or its Contractor(s), shall notify the Property Owner.
3. McLennan County, without any cost to the Property Owner, will pay the cost of recording all instruments/documents pertaining to this transaction, along with any other typical closing cost expenses that may be incurred, except for payment of lien debt of the Property Owner. If McLennan County elects to obtain a title policy for the property rights that it is obtaining, it will do so at its own expense. If applicable, the Property Owner will cooperate in curing any title issues, obtaining any releases of lien(s) and/or obtaining any lienholder's consent(s), but does not commit to expenditure of any money to do so unless such is for payment of a portion of a lien debt out of the proceeds of this transaction. If a Lienholder(s) may require any part of the monetary compensation to be received by the Property Owner be paid to the Lienholder(s) by the Property Owner as it may relate to any applicable lien debt so that any applicable releases of lien(s) and/or any lienholder's consent(s) can be obtained, such amount shall either be 1.) deducted from the amount to be paid to the Property Owner and be paid directly to the Lienholder by McLennan County, or 2.) paid directly to the Lienholder by the Property Owner as may be required. If any part of the property is leased, the Property Owner will assist with getting any applicable lease release document(s) signed.

4. If the property has a pole mounted mailbox that may be affected by this project, and in lieu of any compensation being paid for the pole mounted mailbox or for the cost to relocate the pole mounted mailbox, McLennan County, and/or its Contractor(s), shall relocate any applicable pole mounted mailbox as part of this project at no cost to the Property Owner.
5. If the property has an existing drive approach area that may be situated in the existing road right-of-way area that may be affected by this project, and in lieu of any compensation being paid for the existing drive approach area that may be situated in the existing road right-of-way area, McLennan County, and/or its Contractor(s), shall reinstall a new drive approach to the property as part of this project that is equivalent to, or better than, the existing drive approach area that may be situated in the existing road right-of-way area. This shall be done at no cost to the Property Owner.
- 6.. The total monetary compensation payment noted herein includes payment for the fee simple right-of-way area noted within the attached Walker Partners' Survey (Exhibit "B"), and as described in the WARRANTY DEED document, less oil, gas and sulphur, and for any applicable improvements that may be situated within the boundary areas of the acquired fee simple right-of-way area. The total monetary compensation noted herein includes compensation for the following listed improvement items that may be located within the fee simple right-of-way area, and no other items unless listed:
 - 1.) Gravel Paving

7. The Property Owner acknowledges that the compensation being received from McLennan County is in full payment for the value of any property interests/rights and/or any applicable improvements being acquired by McLennan County, and for any applicable effects that may be caused to the remainder property.
8. The Property Owner acknowledges that it has received a copy of "The State of Texas Landowner's Bill of Rights".
9. This Memorandum of Agreement and the noted total compensation are subject to approval by McLennan County. If this Memorandum of Agreement and the noted total compensation are not approved by McLennan County, this transaction and Memorandum of Agreement may be terminated by McLennan County.
10. If any applicable title issues cannot be cured, this transaction and Memorandum of Agreement may be terminated at the sole discretion of McLennan County. If any applicable "Lienholder Release Document" and/or "Lienholder Consent Document" cannot be obtained, this transaction and Memorandum of Agreement may be terminated at the sole discretion of McLennan County.
11. If this document is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement. Electronic signature or scanned PDF signature will be considered of equal standing to an original signature.

The payment of the amount stated herein and the terms listed herein constitute the only promises, consideration, and conditions for the acquisition of the property described in the attached Walker Partners' Survey Drawing, and no other promises, consideration, or conditions have been signified or implied.

Signed in Agreement:

Scott M. Felton 1/21/20
McLennan County, TX Date

By: SCOTT M. FELTON, COUNTY JUDGE
Printed Name Title

Monty Chadd 12-23-19
Property Owner / Owner Representative Date

By: Monty Chadd
Printed Name Title

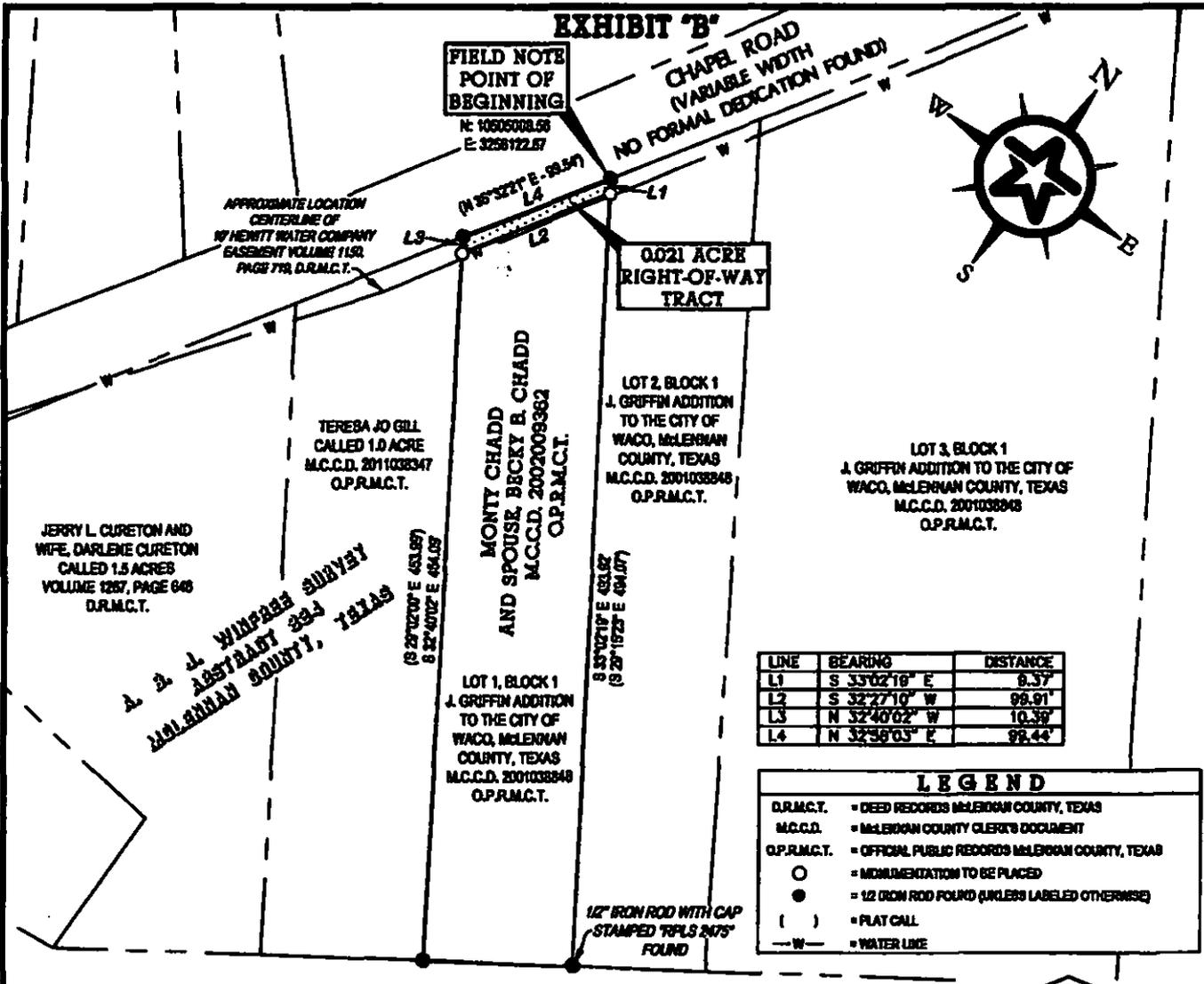
Owner's Phone #: (254) 214-0821

Owner's Email: mchadd7369@yahoo.com

Michael D. Millard

Millard Real Estate Advisors, Inc.
Assigned Representative of Walker Partners on
behalf of McLennan County, TX

EXHIBIT "B"



**FIELD NOTE
POINT OF
BEGINNING**
N: 10605008.66
E: 3258122.87

**0.021 ACRE
RIGHT-OF-WAY
TRACT**

TERESA JO GILL
CALLED 1.0 ACRE
M.C.C.D. 2011038347
O.P.R.M.C.T.

JERRY L. CURETON AND
WIFE, DARLENE CURETON
CALLED 1.5 ACRES
VOLUME 1267, PAGE 648
O.P.R.M.C.T.

**A. B. J. WINFREE SUBDIVISION
ABSTRACT 2834
MCLENNAN COUNTY, TEXAS**

**MONTY CHADD
AND SPOUSE, BECKY B. CHADD
M.C.C.D. 2002009362
O.P.R.M.C.T.**

LOT 2, BLOCK 1
J. GRIFFIN ADDITION
TO THE CITY OF
WACO, MCLENNAN
COUNTY, TEXAS
M.C.C.D. 2001038848
O.P.R.M.C.T.

LOT 3, BLOCK 1
J. GRIFFIN ADDITION TO THE CITY OF
WACO, MCLENNAN COUNTY, TEXAS
M.C.C.D. 2001038848
O.P.R.M.C.T.

LOT 1, BLOCK 1
J. GRIFFIN ADDITION
TO THE CITY OF
WACO, MCLENNAN
COUNTY, TEXAS
M.C.C.D. 2001038848
O.P.R.M.C.T.

LINE	BEARING	DISTANCE
L1	S 33°02'18" E	8.37
L2	S 32°27'10" W	98.91
L3	N 52°40'62" W	10.39
L4	N 32°58'03" E	98.44

LEGEND	
D.R.M.C.T.	= DEED RECORDS MCLENNAN COUNTY, TEXAS
M.C.C.D.	= MCLENNAN COUNTY CLERK'S DOCUMENT
O.P.R.M.C.T.	= OFFICIAL PUBLIC RECORDS MCLENNAN COUNTY, TEXAS
○	= MONUMENTATION TO BE PLACED
●	= 1/2" IRON ROD FOUND (UNLESS LABELED OTHERWISE)
()	= PLAT CALL
-W-	= WATER LINE

1/2" IRON ROD WITH CAP
STAMPED "RPLS 2475"
FOUND

SURVEY DATE: JUNE THROUGH OCTOBER, 2019.

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:
0.021 ACRE CHAPEL ROAD RIGHT-OF-WAY TRACT LOCATED IN LOT 1, BLOCK 1 OF THE J. GRIFFIN ADDITION TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON REPRESENT SURFACE DISTANCE.

THIS RIGHT-OF-WAY TRACT WILL BE MONUMENTED UPON ACCEPTANCE AND CONVEYANCE.



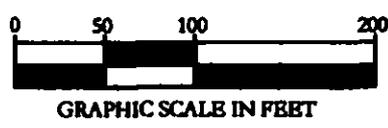
Dana B. Spigener

EXHIBIT OF
0.021 ACRE CHAPEL ROAD RIGHT-OF-WAY TRACT
LOCATED IN LOT 1, BLOCK 1 OF THE J. GRIFFIN ADDITION TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN MCLENNAN COUNTY CLERK'S DOCUMENT 2001038848 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS

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623 Washington Ave. • Waco, Texas 76701
Phone: 1-254-714-1432 • T.B.P.E. Registration No. 8063
T.B.P.L.S. Registration No. 10032800



REVISIONS

PLAT NO. A1-1677 DRAFT DATE 09/23/2019 FB/PG
 PROJ. NO. 1-02750.01 TAB NO. 8.5X11 FIELD NOTE NO. 17
 DWG. NAME 1-02750.01 R.O. W3E_CHAD DRAWN BY DBS

G:\PROJECTS\1-02750\1 SURVEY\1.0 CAD\1-02750.01R-O-W3E_CHADD.DWG, 8.5X11, 9/27/2019 1:18:57 PM, dspigener, 1:1

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER REGARDING:

**APPROVAL OF THE CORRECTION OF HEALTH COVERAGE
FOR WIDOW OF RETIREE**

On this the 21 day of January, 2020, came on for consideration the matter of Approval of the Correction of Health Coverage for Widow of Retiree. Commissioner Perry made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Amanda M. Talbert
Human Resources Director
Human Resources Dept.



McLennan County
214 N. 4th St., Suite 200
Waco, TX 76701-1366
Office: (254)-757-5158

MEMORANDUM

Date: January 21st, 2020
To: Commissioner's Court
From: Amanda Talbert, Human Resources Director
Subject: Notification of Correction of Coverage for Widow of Retiree

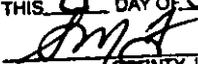
An error on a document resulted in the widow of a County retiree being treated as an individual instead of part of the group plan. Because of this, when we transitioned to the UHC Plan the widow was not identified as part of the group. The mistake was understandable as it was not foreseen that payment information included as it was on the form would have this effect. The potential for this sort of error has been addressed and should not be an issue in the future.

This was not a decision made by the covered individual, and the individual never intended to drop the County coverage. By policy, once a retiree or their spouse drops the County Plan, they cannot re-enroll. But, again, this individual never dropped the County Plan. Rather, the individual was not transitioned because of how certain payment information was included on a form.

All plans involved have agreed to let the individual enroll in the UHC plan, and there is an easy administrative fix. However, because on paper the individual is shown, erroneously, as having continued with the previous County plan that was dropped instead of being transitioned to the UHC Plan the dates of coverage will differ from the dates all other members transitioned to the UHC Plan.

We are requesting support from the Court to approve the proposed plan of correction making the effective date to transfer the individual to the UHC plan as of February 1st, 2020. Support of the court is necessary given we cannot correct the error to the date of origin.

-Thank you.

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: JANUARY 21, 2020

E. CONSENT AGENDA:

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

c. County Auditor:

1) Recording of Monthly Financial Reports, **Approved**
October - December 2019

2) Update regarding Fiscal Year 2019 **Approved**

f. Road and Bridge, Precinct 2: Recording of 2019 **Deferred**
Annual Report

CD-547, 9:54

ORDER ACCEPTING:

COUNTY AUDITOR:

**RECORDING OF MONTHLY FINANCIAL REPORTS,
OCTOBER - DECEMBER 2019**

AND

UPDATE RE: FISCAL YEAR 2019

On this the 21 day of January, 2020, came on for consideration the matter County Auditor: Recording of Monthly Financial Reports, October – December 2019 and Update regarding Fiscal Year 2019. After discussion, Commissioner Miller made a motion to accept (Item C. 1. and C. 2. for recording purposes) and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.

***(See County Clerk's Office for Copy of Monthly
Financial Report December 31, 2019)***

MCLENNAN COUNTY, TEXAS

FINANCIAL REPORT

December 31, 2019



ACCEPTED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 2020 *For RECORDING*
JMD
COUNTY JUDGE

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

FILED: **JAN 21 2020**

By Myroetez Gowan-Perkins,
Deputy

**PREPARED BY
FRANCES BARTLETT, CPA
COUNTY AUDITOR**

Waller County, Texas

Fiscal Year Ending September 30, 2019

ACCEPTED BY COMMISSIONER COURT
THIS 21 DAY OF JAN 2020
FOR RECORDING
COUNTY CLERK
COUNTY JUDGE



General Fund

FY 2019

	2019 Revised Budget	2019 Actuals	Percentage
--	---------------------	--------------	------------

Revenues 105,060,901 108,028,949 103%

Expenditures (without transfers) 105,038,446 100,695,961 96%

General Fund-Revenue Highlights

FY 2019

	2019 Revised Budget	2019 Actual Revenues Received
Fines and Fees	10,173,500	11,022,307
Sales Tax	17,600,000	18,615,442



General Fund-FY 2019

	2019 Budgeted
Beginning Fund Balance	\$43,396,651
Revenues	104,858,541
Expenditures	<u>(114,018,598)</u>
Ending Fund Balance	\$34,236,594
	31%



General Fund-FY 2019

	2019 Budgeted	2019 Actuals
Beginning Fund Balance	\$43,396,651	\$44,510,034
Revenues	104,858,541	108,028,949
Expenditures	<u>(114,018,598)</u>	<u>(109,676,113)</u>
Ending Fund Balance	\$34,236,594	\$42,862,870
	31%	38%

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

ORDER RECESSING SPECIALSESSION

On this the 21 day of January, 2020, at 10:03 o'clock a.m., Judge Felton announced that this meeting of January 21, 2020 stands in recess for five minutes.

ORDER RECONVENING SPECIALSESSION

On this the 21 day of January, 2020, at 10:09 o'clock a.m. the Court reconvened in Special Session with Judge Felton presiding and Commissioners Kelly Snell, Patricia Chisolm-Miller, Will Jones and Ben Perry and the Clerk thereof being in attendance, the following proceedings were had and done to-wit:

The Court went to Consent Agenda – Pulled Item 6. f. Road and Bridge, Precinct 2: Recording of 2019 Annual Report.

ORDER DEFERRING:

**RECORDING OF 2019 ANNUAL REPORT:
ROAD AND BRIDGE, PRECINCT 2**

On this the 21 day of January, 2020, came on for consideration the matter of Road and Bridge, Precinct 2: Recording of 2019 Annual Report. After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, deferred by unanimous vote.

AGENDA: JANUARY 21, 2020

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

1. Regarding the FY 20 Budget:

- | | |
|--|-----------------|
| a. Mental Health | Approved |
| b. Specialty Court | Approved |
| c. Justice of the Peace, Precinct 2 | |
| 1) Regarding General Fund (Fund 001) | Approved |
| 2) Regarding Justice Court Building Security Fund (Fund 130) | Approved |
| d. Road & Bridge, Precinct 3 | Approved |
| e. HOT Fairgrounds | Approved |
| f. Capital Outlay | |
| 1) Regarding Dump Trailer for Maintenance of Buildings | Approved |
| 2) Regarding Access Control System for Sheriff's Office | Approved |
| g. District Clerk (Fund 120) | Approved |
| h. 54 th District Court | Approved |
| i. Justice of the Peace, Precinct 5 (Fund 130) | Approved |
| j. Justice of the Peace, Precinct 1 Place 2 (Fund 140) | Approved |
| k. Permanent Improvement Fund (Fund 401) | |
| 1) Regarding Cow Bayou Site 10 Project | Approved |
| 2) Regarding Tradinghouse Lake Grant Project | Approved |
| l. 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417) | Approved |
| m. 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419) | Approved |

ORDER APPROVING FY 20 BUDGET AMENDMENTS:

MENTAL HEALTH;

SPECIALTY COURT;

**JUSTICE OF THE PEACE,
PRECINCT 2;**

RE: GENERAL FUND (FUND 001)

AND

**RE: JUSTICE COURT BUILDING
SECURITY FUND (FUND 130);**

ROAD & BRIDGE, PRECINCT 3;

HOT FAIRGROUNDS;

CAPITAL OUTLAY;

**RE: DUMP TRAILER FOR MAINTENANCE
OF BUILDINGS**

AND

**RE: ACCESS CONTROL SYSTEM FOR
SHERIFF'S OFFICE;**

DISTRICT CLERK (FUND 120);

54TH DISTRICT COURT;

**JUSTICE OF THE PEACE,
PRECINCT 5 (FUND 130);**

**JUSTICE OF THE PEACE, PRECINCT
1 PLACE 2 (FUND 140);**

**PERMANENT IMPROVEMENT FUND
(FUND 401);**

RE: COW BAYOU SITE 10 PROJECT

AND

RE: TRADINGHOUSE LAKE GRANT PROJECT;

**2017 CERTIFICATES OF OBLIGATION /
PERMANENT IMPROVEMENT FUND
(FUND 417)**

AND

**2019 CERTIFICATES OF OBLIGATION /
PERMANENT IMPROVEMENT
FUND (FUND 419)**

On this the 21 day of January, 2020, came on for consideration the matter Regarding the FY 20 Budget: Mental Health; Specialty Court; Justice of the Peace, Precinct 2: Regarding General Fund (Fund 001) and Regarding Justice Court Building Security Fund (Fund 130); Road & Bridge, Precinct 3; HOT Fairgrounds; Capital Outlay: Regarding Dump Trailer for Maintenance of Buildings and Regarding Access Control System for Sheriff's Office; District Clerk (Fund 120);

54th District Court; Justice of the Peace, Precinct 5 (Fund 130); Justice of the Peace, Precinct 1 Place 2 (Fund 140); Permanent Improvement Fund (Fund 401): Regarding Cow Bayou Site 10 Project and Regarding Tradinghouse Lake Grant Project; 2017 Certificates of Obligation / Permanent Improvement Fund (Fund 417) and 2019 Certificates of Obligation / Permanent Improvement Fund (Fund 419). After discussion, Commissioner Perry made a motion to approve (F. 1. a. – F. 1. m.) and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said FY 2020 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)

I hereby request the following budget amendment for the fiscal year ending 09/30/20

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	28	1270	Mental Health	602000	Furniture and Equipment	1	358	359
						Total Increases		358	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	28	1270	Mental Health	601000	Supplies	1,776	358	1,417
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		358	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Furniture and Equipment" from within the Mental Health Court Services department for the purchase of a chair (quote attached).

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge

Mary Allen

J. Bartlett

[Signature]

1/21/20



TOTAL OFFICE SOLUTIONS

3721 Franklin Ave, Waco, TX 76710
Ph: 254-235-8200 Fax: 254-235-8226
www.mytotaloffice.com

Sales Quotation for: McLennan County

Contact: Cody Miles

Project: Karan's chair
13-Dec-19

qty	Unit	Item #	Description	Net Price	Extended Net
1	ea	HWMM.Y2.A.H.IY.CLYD08.AL.SB.T	Ignillon 2.0 mesh back chair, Navy /Clyde Craftsman	322.96	322.96
1	ea	TOS install	Assemble, install and remove packaging	35	35.00

Lead time approximately 4 weeks

Omnia Partners Contract #: R142208
Terms of this contract run through April 30, 2020.

Please e-mail PO to:

keith@mytotaloffice.com

Sub Total	\$	357.96
Tax		
Total	\$	357.96

This quote valid for 30 days unless otherwise noted.

Keith Reid, Total Office Solutions
Cell: 254-379-0027

Customer Signature indicates approval*

- *Returns of special order or non-stock items will not be accepted unless merchandise is damaged or defective.
- * In such cases, an exact replacement item will be ordered.
- * Any additional furniture, not on this quote, to be moved or reconfigured is subject to an additional labor charge.
- * Any existing furniture to be moved by TOS must be empty upon arrival. Desks, file cabinets, etc. will not be moved if not empty.
- * Any return trips to move furniture may be subject to additional labor charges.
- *Transactions over \$5000 paid by credit card will incur a 3% processing fee.

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	26	1455	Spec Court	502000	Furniture and Equipment	1	5,192	5,193
001	15	26	1455	Spec Court	601111	Other Services and Charges	1,000	2,400	3,400
						Total Increases		7,592	

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	1,085,236	7,592	1,077,644
						Total Decreases		7,592	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase line item "Furniture and Equipment" and "Other Services and Charges" for the purchase of three desk chairs (\$700), a mini fridge (\$119), a replacement copier (\$3,943), a vacuum (\$50), a two drawer locking file cabinet for court reporters (\$380) and Datagain DIMS software (\$2,400) for the Specialty Court.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	27	1621	JP 2	502000	Furniture and Equipment	1	120	121
									-
									-
									-
						Total Increases		120	

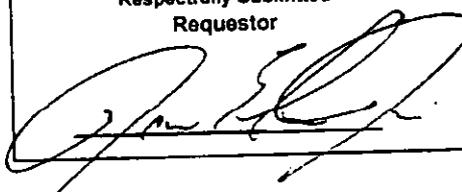
REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	27	1621	JP 2	501000	Supplies	3,713	120	3,593
									-
									-
						Total Decreases		120	

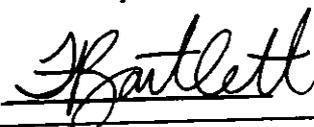
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase line item "Furniture and Equipment" in the JP 2 department for the purchase of a water dispenser.

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



1/21/20

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

FILED: **JAN 21 2020**

By Myroctez Gowari-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 130 (Justice Court Building Security Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
130	15	27	1621	JP 2	601111	Other Services and Charges	1	660	661
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		660	

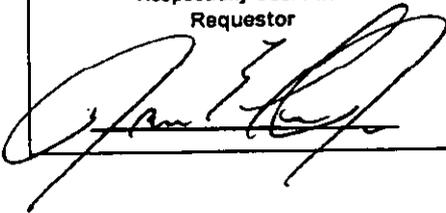
REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Decrease	Amended Budget
130	10	05	0190	Co Wide	999999	Contingencies	23,199	660	22,539
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		660	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Justice of the Peace Pct 2 for the monthly security cost provided by KHT Electronics for the period 11/01/2018 - 01/01/2020 and the remainder of the fiscal year (invoice attached).

Respectfully Submitted
Requestor



Approved as to form
County Auditor

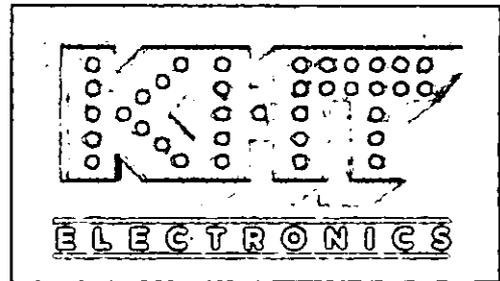


Approved by
Commissioners Court
County Judge



1/21/20

KHT Electronics
 905 Chaparal
 Hewitt, TX 76643 US
 admin@khtwaco.com
 www.khtwaco.com



INVOICE

BILL TO
 McLennan County Auditors
 McLennan County
 Maintenance
 214 N. 4th St
 Waco, TX 76701 USA

SHIP TO
 McLennan County Auditors
 McLennan County
 Maintenance
 214 N. 4th St
 Waco, TX 76701 USA

INVOICE # 1249
DATE 01/08/2020
DUE DATE 01/08/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/08/2020		JP2 Alarm Monitoring- See TJ Jackson** TIPS 18071			
01/08/2020	Basic Security Monitoring	Basic Security Monitoring 11/1/18 through 1/1/20	14	29.99	419.86T

SUBTOTAL 419.86
 TAX 0.00
 TOTAL 419.86
BALANCE DUE \$419.86

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Increase	Amended Budget
001	25	58	3630	R&B 3	701000	Capital Outlay	300,000	32,700	332,700
									-
									-
						Total Increases		32,700	

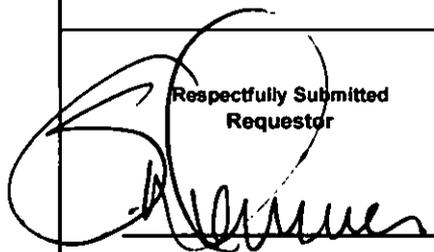
REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	25	58	3630	R&B 3	999999	Contingencies	250,000	32,700	217,300
									-
						Total Decreases		32,700	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase the "Capital Outlay" from "Contingencies" within the Road and Bridge Pct 3 department for the purchase of a 2020 Interstate 44,000 lb capacity trailer with ramps and a winch.

Respectfully Submitted
 Requestor



Approved as to form
 County Auditor



Approved by
 Commissioners Court
 County Judge



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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	40	75	6730	HOT Fair	606000	Repair and Maintenance	1	33,574	33,575
							-	-	-
							-	-	-
Total increases								33,574	

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	1,103,460	33,574	1,069,886
							-	-	-
Total Decreases								33,574	

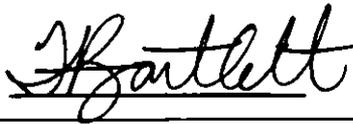
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Repair and Maintenance" in Department 7630 - HOT Fairgrounds for quotes that were approved in court on 01/07/2020 (see attached).

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	7920	Cap Outlay	701000	Capital Outlay	1,335,575	8,999	1,344,574
						Total Increases	-	-	-
								8,999	

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	1,103,460	8,999	1,094,461
						Total Decreases	-	-	-
								8,999	

BUDGET AMENDMENT JUSTIFICATION:

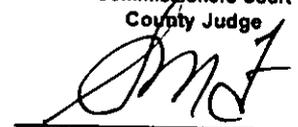
This budget amendment is requested to increase Capital Outlay for the purchase of a dump trailer as requested by Maintenance of Building 01/08/2020 (quote attached).

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge





11/21/20

Flat Rock Trailers

435 Enterprise Blvd (Exit 328)
 Hewitt, TX 76643
 (254) 420-1112
 flatrocktrailers.com

Trailer Sales
 Trailer Rentals
 Trailer Service
 Trailer Parts Sales

Trailer Sales Invoice # TI - 0005841

Date: 01/07/2020
 MCLENNAN COUNTY.

Phone:
 Phone:
 Fax:
 Dr Lic:

Trailer Description

Vin # 5R8BD1422LM068000	Body: Dump	Color: Black	Year: 2020	MFG: 12Maxey Trailers
Trailer GVWR 14,000	Make: MAXEY	Series: DUMP	Part No	Qty Price Extended Price
83" x 14' Dump Trailer LP 1/7/2020 Direct Deposit	Model/Options	Tax	MX1483	1 \$8,999.00 \$8,999.00 0 \$0.00 \$0.00

Warranty Notes:

Customer Signature	Date		
State Sales Tax	\$0.00	Notice Pursuant to Sec. 70.001 Texas Property Code I understand that this vehicle is subject to repossession if payment by check or credit card is stopped, charged back, dishonored by insufficient funds, or no funds. Customer is responsible for torquing lug nuts at 25 and 100 miles.	Total Sales Price \$8,999.00
Road & Bridge Fee	\$0.00		Tax, Title & License \$0.00
Buyer Tag Fee	\$0.00		Total Due \$8,999.00
License Fee	\$0.00		Total Payments \$0.00
Title & Doc Fee	\$0.00		Balance Due \$8,999.00
DOT Inspection	\$0.00		
Total TT&L	\$0.00		

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

FILED: **JAN 21 2023**

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct:#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	10	05	7920	Cap Outlay	701000	Capital Outlay	1,282,676	52,899	1,335,575
							-	-	-
							-	-	-
Total Increases								52,899	

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	1,156,349	52,889	1,103,460
							-	-	-
Total Decreases								52,889	

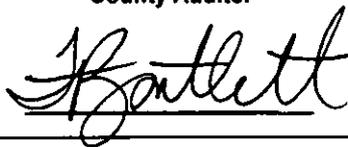
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase Capital Outlay for the Sheriff's Office access control system from KHT Electronics approved in court on 01/01/2020 (approval attached).

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 120 (Records Mngt Fund - District Clerk)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
120	15	26	1500	Dist Clk	501000	Supplies	5,000	17,160	22,160
							-	-	-
							-	-	-
							-	-	-
						Total Increases		17,160	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
120	15	26	1500	Dist Clk	999999	Contingencies	89,619	17,160	72,459
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		17,160	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by the District Clerk to utilize the "Records Management Fund - District Clerk" for the purchase of case binders. (Quote is attached)

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



1/21/20



3761 Dunlap Street North
Arden Hills, MN 55112

Quotation

Date
12/30/2019

Name / Address
Mclennan County Purchasing 214 North 5th Street Waco, TX 76701-1302

Ship To
District Clerk Mclennan County 219 North 6th Street Suite 300 Waco, TX 76701

Quote No.	Terms	FOB
JBK1219-118	Net 30	Destination

Item	Description	Qty	Rate	Total
CB-Gold MC	Casebinder, Goldenrod, 14pt, pulp dyed, double ply back panel, 4" wide tab in center position only, with undercut, 9-1/2" x 12-1/8", 9"H front panel, 2K fastener Pos 1, (Opposite end of tab) Printed front face, black ink	10,000	0.76	7,600.00
CB-Red MC	Casebinder, Red, 14pt, pulp dyed, double ply back panel, 4" wide tab in center position only, with undercut, 9-1/2" x 12-1/8", 9"H front panel, 2K fastener Pos 1, (Opposite end of tab) Printed front face, black ink	6,000	0.76	4,560.00
Please allow 4-5 weeks for delivery (Around last week of January) Freight included in price				

Subtotal	\$12,160.00
Sales Tax (0.0%)	\$0.00
Total	\$12,160.00

Phone #	Fax #	E-mail	Web Site
651-481-8827	651-481-8525	sales@filing.com	www.filing.com

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/2020:

REQUESTED INCREASE(S)

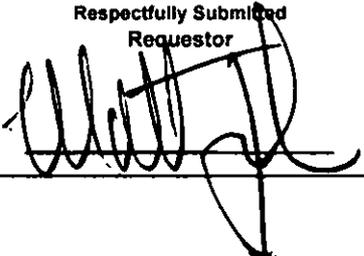
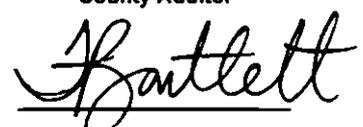
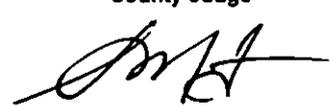
Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
001	15	26	1420	54th DC	608000	Repair and Maintenance	1,200	949	2,149
									-
									-
							-		-
						Total Increases		949	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Decrease	Amended Budget
001	15	26	1420	54th DC	501000	Supplies	5,530	949	4,581
									-
							-		-
						Total Decreases		949	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested to increase "Repair and Maintenance" for the annual maintenance renewal contract from BIS Information systems for Digital Recording System Maintenance.

<p style="text-align: center;">Respectfully Submitted Requestor</p> 	<p style="text-align: center;">Approved as to form County Auditor</p> 	<p style="text-align: center;">Approved by Commissioners Court County Judge</p> 
---	--	---

1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 130 (Justice Court Building Security Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
130	15	27	1651	JP 5	601111	Other Services and Charges	1	630	631
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		630	

REQUESTED DECREASE(S)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
130	10	05	0190	Co Wide	999999	Contingencies	22,539	630	21,909
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		630	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Justice of the Peace Pct 5 for the monthly security cost provided by KHT Electronics for the period 01/01/2019- 01/01/2020 and the remainder of the fiscal year (invoice attached).

Respectfully Submitted
Requestor

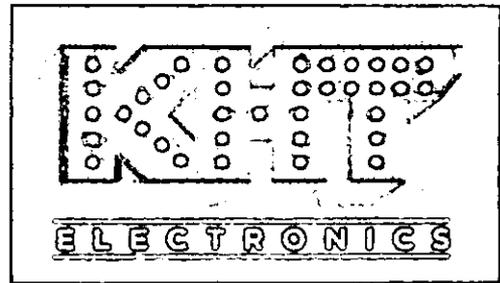
Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




1/21/20

KHT Electronics
905 Chaparal
Hewitt, TX 76643 US
admin@khtwaco.com
www.khtwaco.com



INVOICE

BILL TO
McLennan County Auditors
214 N 4th St.
Waco, TX 76701

INVOICE # 1247
DATE 01/08/2020
DUE DATE 01/08/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/08/2020		JP5 Security Monitoring - See TJ Jackson** TIPS# 180701			0.00
01/08/2020	Basic Security Monitoring	Basic Security Monitoring- JP5 1/1/19 thru 1/1/20	12	29.99	359.88

BALANCE DUE **\$359.88**

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 140 (Justice Technology Fund)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Increase	Amended Budget
140	15	27	1812	JP 1-2	502000	Furniture and Equipment	1,203	315	1,518
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Increases		315	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Account Description	Current Budget	Requested Decrease	Amended Budget
140	10	05	0190	Co Wide	899999	Contingencies	139,581	315	139,266
							-	-	-
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		315	

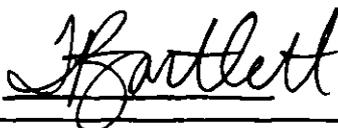
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested by Justice of the Peace Pct 1-2 for the purchase of a media tray / feeder (quote attached).

Respectfully Submitted
Requestor



Approved as to form
County Auditor



Approved by
Commissioners Court
County Judge



1/21/20



Pricing Proposal

Quotation #:	18257622
Description:	HP - Media tray
Created On:	Jan-06-2020
Valid Until:	Jan-31-2020

MCLENNAN COUNTY

Lisa Hoerster
Phone: (254)757-5175
Fax:
Email: lisa.hoerster@co.mclennan.tx.us

Inside Account Manager

Jonathan Gaudet
1301 S. MoPac Expressway, Suite 375
Austin, TX 78746
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shii.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 HP - Media tray / feeder - 550 sheets in 1 tray(s) - for Color LaserJet Managed E65150, E65160; Color LaserJet Managed Flow MFP E67660 HP, Inc. - Part#: P1B09A Contract Name: BuyBoard - Technology Contract #: 579-19	1	\$314.40	\$314.40
		Total	\$314.40

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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

FILED JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/20

REQUESTED INCREASE(s)

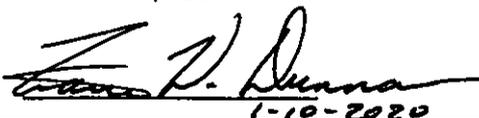
Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Project #	Account Description	Current Budget	Requested Increase	Amended Budget
401	90	98	8010	Perm Impr	701234	9020	Major Repairs	-	42,500	42,500
								-	-	-
								-	-	-
								-	-	-
							Total Increases		42,500	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct#)	Project #	Account Description	Current Budget	Requested Decrease	Amended Budget
401	90	98	8010	Perm Impr	999999		Contingencies	223,717	42,500	181,217
								-	-	-
								-	-	-
								-	-	-
							Total Decreases		42,500	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the cash match of the Texas State Soil and Water Conservation Board for the COW Bayou Site 10 project.

Respectfully Submitted Requestor  1-10-2020	Approved as to form County Auditor 	Approved by Commissioners Court County Judge 
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1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

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

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Project #	Account Description	Current Budget	Requested Increase	Amended Budget
401	90	98	8010	Perm Impr	701234	7619	Major Repairs	-	88,320	88,320
								-	-	-
								-	-	-
								-	-	-
							Total Increases		88,320	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Project #	Account Description	Current Budget	Requested Decrease	Amended Budget
401	90	98	8010	Perm Impr	999999		Contingencies	312,037	88,320	223,717
								-	-	-
								-	-	-
								-	-	-
							Total Decreases		88,320	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the Tradinghouse Lake Grant Project Cash Match portion.

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




1/21/20

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

FILED: **JAN 21 2023**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 417 (2017 Certificates of Obligation)

I hereby request the following budget amendment for the fiscal year ending 09/30/20

REQUESTED INCREASE(s)

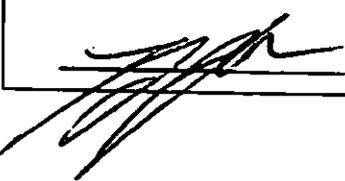
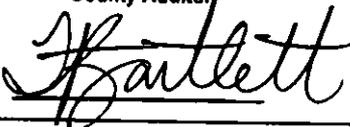
Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Project #	Account Description	Current Budget	Requested Increase	Amended Budget
417	90	98	8010	Perm Impr	701234	5313	Major Repairs- DA Renovation	-	129,573	129,573
								-	-	-
								-	-	-
							Total Increases		129,573	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct #)	Project #	Account Description	Current Budget	Requested Decrease	Amended Budget
417	90	98	8010	Perm Impr	999999		Contingencies	4,509,238	129,573	4,379,663
								-	-	-
								-	-	-
							Total Decreases		129,573	

BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the DA Renovation approved in court on 01/07/2020 (see attached).

Respectfully Submitted Requestor 	Approved as to form County Auditor 	Approved by Commissioners Court County Judge 
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1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

BUDGET AMENDMENT REQUEST

McLennan County Commissioners Court
 McLennan County Courthouse
 Waco, Texas 76701

Re: Budget Amendment for: Fund 419 (2019 Certificates of Obligation)

I hereby request the following budget amendment for the fiscal year ending 09/30/20:

REQUESTED INCREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Increase	Amended Budget
419	90	98	8010	Perm Impr	701302	Communications/ Tower Project	2,508,744	1,975	2,510,719
							-	-	-
							-	-	-
							-	-	-
						Total Increases		1,975	

REQUESTED DECREASE(s)

Fund	Function	Sub-Func	Dept #	Dept Name	Object (Acct.#)	Account Description	Current Budget	Requested Decrease	Amended Budget
419	90	98	8010	Perm Impr	999999	Contingencies	20,491,247	1,975	20,489,272
							-	-	-
							-	-	-
							-	-	-
						Total Decreases		1,975	

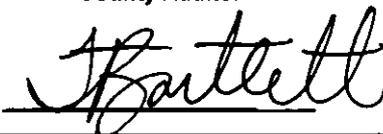
BUDGET AMENDMENT JUSTIFICATION:

This budget amendment is requested for the tower project for Road and Bridge Pct 1 Radio Shelter (quote attached).

Respectfully Submitted
Requestor

Approved as to form
County Auditor

Approved by
Commissioners Court
County Judge




1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
 Deputy

AGENDA: JANUARY 21, 2020

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

- | | |
|--|--|
| 1. Authorization of Asbestos Inspection Proposal / P19044S:
Environmental Concerns, Inc. (ECI) | Kept Deferred |
| 2. Authorization of Building Condition Assessment
Proposal: CP&Y | Kept Deferred |
| 3. Authorization of Recommendation for RFP 20-006:
McLennan County Roof Program (2019) | Approved |
| 4. Authorization of Redistricting Proposal Following
the 2020 Census | Approved
<i>(See beginning
of the Meeting)</i> |
| 5. Authorization of Mitel Phones Quote: A&A Technology
Group, Inc. (re: Human Resources Department) | Approved
<i>(See after
Item G. 3.)</i> |

CD-547, 10:15

KEPT DEFERRED:

**AUTHORIZATION OF ASBESTOS INSPECTION
PROPOSAL / P19044S: ENVIRONMENTAL
CONCERNS, INC. (ECI)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Asbestos Inspection Proposal / P19044S: Environmental Concerns, Inc. (ECI). After discussion, Judge Felton 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, kept deferred by unanimous vote.

KEPT DEFERRED:

**AUTHORIZATION OF BUILDING CONDITION
ASSESSMENT PROPOSAL:**

CP&Y

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Building Condition Assessment Proposal: CP&Y. After discussion, Judge Felton made a motion to defer and it was seconded simultaneously by Commissioner Snell and Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, kept deferred by unanimous vote.

ORDER APPROVING:

AUTHORIZATION OF RECOMMENDATION FOR RFP 20-006:
MCLENNAN COUNTY ROOF
PROGRAM (2019)

On this the 21 day of January, 2020, came on for consideration the matter Authorization of Recommendation for RFP 20-006: McLennan County Roof Program (2019). After discussion, Commissioner Snell made a motion to approve the Recommendation of the Purchasing Director and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

Recommendation

Date	Originating Department	Officiated By	Reference
01/21/20	Maintenance	Ken Bass	RFP 20-006

Background:

RFP for McLennan County Roof Program (2019)
Bid First Advertised on November 21, 2019
Prebid Meeting held on December 6, 2019
Bids Due & Bid Opening on January 10, 2020
Recommendation to Court on January 21, 2020

Respondents:

Clark Roofing
Waco, TX 76710

J & M Roofing (Jose Martinez Gonzalez)
McGregor, TX 76657

Note: Did not submit a Bid Bond

Johnson Roofing
Waco, TX 76706

Sunbelt Waterproofing - Restoration
Dallas, TX 75228

Talbert Construction
China Spring, TX 76633

Montgomery Construction
Hewitt, TX 76643

J Reynolds & Co., Inc.
Saginaw, TX 76179

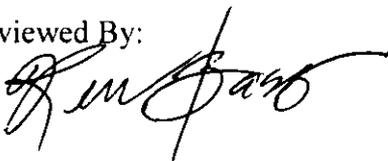
JJ Red Commercial Roofing
Dallas, TX

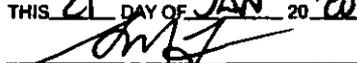
Recommendation:

We recommend that McLennan County **grant the award** for McLennan County Roof Program (2019) to **Clark Roofing** subject to negotiations of the contract that will be brought back to the court.

Clark Roofing submitted the best evaluated proposal. See RFP Cost Summary.

Reviewed By:



RECOMMENDATION
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

Note to the Court, the original estimates based on Full Replacement (this RFP is not for full replacement, it is for recover) for the 3 subject roofs are:

	Construction
Archives Building	482,200
Courthouse Annex	264,600
Sheriff's Office	<u>386,458</u>
Total	1,133,258

Clark Roofing

Clark Roofing submitted a proposed price of \$466,570 for all 3 buildings. And state they can complete the Combined project in 29 days. They submitted their bid bond and all other required documents. We have had a good past relationship and are familiar with the goods and services offered by this company

Rank # 1

J & M Roofing

J & M Roofing did not submit a Bid Bond, therefore is not eligible for consideration.

Not Ranked

Johnson Roofing

Johnson Roofing submitted a proposed price of \$831,337.38 for all 3 buildings. And state they can complete the Combined project in 30 days. They submitted their bid bond and all other required documents. We have had a good past relationship and are familiar with the goods and services offered by this company

Rank # 4

Sunbelt

Sunbelt submitted a proposed price of \$1,091,000 for all 3 buildings. And state they can complete the Combined project in 92 days. They submitted their bid bond and all other required documents except for their Conflict of interest Questionnaire. We have had a good past relationship and are familiar with the goods and services offered by this company

Ranked #5

Talbert

Talbert submitted a proposed price of \$609,307.50 for all 3 buildings. And state they can complete the Combined project in 60 days. They submitted their bid bond and all other required documents except for their Conflict of interest Questionnaire. We have had a good past relationship and are familiar with the goods and services offered by this company

Ranked #2

Montgomery

Montgomery submitted a proposed price of \$739,565.25 for all 3 buildings. And state they can complete the Combined project in 60 days. They submitted their bid bond and all other required documents. We have had a good past relationship and are familiar with the goods and services offered by this company

Ranked #3

J Reynolds

J Reynolds submitted a proposed price of \$1,102,265 for all 3 buildings. And state they can complete the Combined project in 150 days. They submitted their bid bond and all other required documents. We have not had this company do any work for the County at this time therefore not familiar with this companies goods and/or services.

Ranked #6

JJ Red Commercial Roofing

J Reynolds submitted a proposed price of \$541,214 for the Sheriff's Office and Archives only. And state they can complete the two buildings in 60 days. They submitted their bid bond and all other required documents. We have not had this company do any work for the County at this time therefore not familiar with this companies goods and/or services.

Ranked #3 for the two buildings proposed, but Clark and Talbert have lower proposed cost for these two buildings.

RFP Cost Summary

	Clark	J & M	Johnson	Suntbelt	Talbert	Montgomery	J Reynolds	J J Red
Annex Building								
Base Proposal	81,247.00	108,000.00	238,657.57	250,800.00	176,000.00	179,706.73	346,930.00	
P & P Bond	2,031.00		4,177.03	5,200.00	4,840.00	3,928.57	7,235.00	
Alternate 1-A	11,753.00		10,978.98	17,200.00	14,000.00	24,271.43	29,515.00	
Additional P & P	294.00		192.42	345.00	385.00	750.00	615.00	
Total	95,325.00		254,006.00	273,545.00	195,225.00	208,656.73	384,295.00	
SO								
Base Proposal	141,532.00	153,000.00	259,120.92	331,000.00	171,000.00	219,704.89	383,830.00	213,798.00
P & P Bond	3,403.00		4,534.62	6,450.00	4,702.50	4,669.17	8,000.00	3,177.00
Alternate 1-B	18,210.00		16,020.88	32,250.00	18,200.00	29,514.29	28,825.00	25,073.00
Additional P & P	455.00		280.26	650.00	500.00	775.00	605.00	500.00
Total	163,600.00		279,956.68	370,350.00	194,402.50	254,663.35	421,260.00	242,548.00
Archives								
Base Proposal	182,968.00	155,000.00	269,702.74	419,500.00	204,000.00	250,757.08	280,635.00	265,348.00
P & P Bond	4,046.00		4,719.80	8,150.00	5,610.00	5,491.03	5,850.00	3,944.00
Alternate 1-C	20,128.00		24,040.40	37,350.00	22,000.00	38,628.57	32,055.00	28,574.00
Additional P & P	503.00		420.70	750.00	605.00	830.00	670.00	800.00
Total	207,645.00		298,883.64	465,750.00	232,215.00	295,706.68	319,210.00	298,666.00
All Buildings								
Base Proposal	405,747.00	416,000.00	766,000.00	985,000.00	541,000.00	633,914.48	991,165.00	
P & P Bond	9,480.00		13,405.00	19,250.00	14,877.50	13,583.88	20,660.00	
Alternate 1-D	50,091.00		51,039.38	85,000.00	52,000.00	89,566.89	88,590.00	
Additional P & P	1,252.00		893.00	1,750.00	1,430.00	2,500.00	1,850.00	
Total	466,570.00		831,337.38	1,091,000.00	609,307.50	739,565.25	1,102,265.00	
Cost Ranking	1	0	4	5	2	3	6	
SO & Archives Totals	371,245.00		578,840.32	836,100.00	426,617.50	550,370.03	740,470.00	541,214.00
	1	0	5	7	2	4	6	3

Notes:
J & M Roofing did not submit a Bid Bond or respond to alternates or bonds Johnson Roofing. Additional P&P On all Buildings had a dollar figure of \$14,298, it should be \$893.00, does not make a material difference to our recommendation
 J J Red submitted only on The SO and Archives Roofs, Ranks #3 with those two buildings.

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

FILED: JAN 21 2020

By Myrcaitez Gowan-Perkins,
 Deputy

The Court went to Item G. 5. Authorization of Mitel Phones Quote: A&A Technology Group, Inc. (re: Human Resources Department).

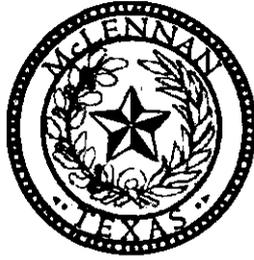
ORDER APPROVING:

**A&A TECHNOLOGY GROUP, INC. (RE: HUMAN
RESOURCES DEPARTMENT):**

AUTHORIZATION OF MITEL PHONES QUOTE

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Mitel Phones Quote: A&A Technology Group, Inc. (re: Human Resources Department). After discussion, Commissioner Jones made a motion to approve (the purchase of the five Mitel 6920 IP Phones) and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS AVENUE
WACO, TEXAS 76701-1388
(254)757-5164

January 13, 2020

Re: Additional Phones for Human Resources

To the Honorable Commissioners Court:

In preparation for the completion of the Human Resources suite renovation, this office has requested additional phones for the new training and meeting room spaces.

The cost for an additional audio-only conference unit, plus 5 desktop phones is approximately \$2403.00. HR has also expressed an interest in a video-conferencing system. IT staff are still investigating various solutions. If one is found to be satisfactory, this request will be presented to Commissioners Court and if approved, we will not purchase the audio-only conference unit.

There are funds available in the Phone Department budget to cover this expense.

I am submitting this request for your consideration.

Respectfully,

Lisa Fetsch

ONLY THE COST FOR
FIVE (5) DESKTOP PHONES
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

A & A Technology Group, Inc.

Phone: 512-327-3277

Fax: 512-452-5088

2120 West Braker Ln, Suite D, PO Box 82345
(78708-2345)

Austin, TX 78758



A & A TECHNOLOGY
GROUP

Quote

No.: **10225**

Date: **12/31/2019**

Prepared for:

Marcella Shelton 254.757.5164

McLennan County - Annex, DA & Dist Clerk

219 North 6th Street

Waco, TX 76701 U.S.A.

Prepared by: JP Miller

Account No.: 13714

Phone: 254.757.5000

Fax: 254.757.5007

Job: Add-On

Quantity	Item ID	Description	UOM	Sell	Total
Human Resource Department					
5	50006767	Mitel 6920 IP Phone	EA	\$295.00	\$1,475.00
1	50006580	MiVoice Conference Unit (aka UC360 Audio variant) <i>Used for Audio Conferencing & In Room Collaboration Supports PoE (802.3at) or local Gb Power Adapter (51301151) Minimum System Software: MiVoice Business (MCD) Release 5.0 SP2 MiVoice Office (5000 CP), Release 5.1, SP4 License Requirements: MCD Standard License (54004976) or MCD Enterprise License (54004975) or 5000 SIP Phone License Cat F (840.0418). Includes HDMI Cable Extender (50006587) to allow connection from MiVoice Conference Unit to a standard HDMI Cable.</i>	EA	\$1,195.00	\$1,195.00
1	DISC-04	Discount on Mitel Systems	EA	(\$267.00)	(\$267.00)
				Your Price:	\$2,403.00
				Total:	\$2,403.00

Prices are firm until 1/14/2020

Terms: Due Upon Receipt

Prepared by: JP Miller, jmiller@aatg.net

Date: 12/31/2019

Accepted by: _____

Date: _____

Disclaimer

PURCHASE ORDER NUMBER _____

Upon acceptance of this quote, our Standard terms are Due Upon Receipt of invoice unless otherwise annotated in the terms field. Monies may be required with amounts or percentages due upon delivery of hardware and software and payment of the professional services upon cut-over.

I/we agree individually or corporately to be liable and pay all bills when rendered. I/we agree that if this account is not paid within terms of the invoice date, a 1.5 percent (1.5%) per month late charge will be computed and assessed on the unpaid balance of this account. If the balance of this account is not paid and A & A Telecom Group, Inc. deems it necessary to turn this account over to a collection agency, I/we agree to pay the fees charged by the collection agency for collecting these monies.

Warranty periods are 1 year from the date of invoice for all new equipment and 90 days from the date of invoice for used

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: JANUARY 21, 2020

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

1. Authorization of Agreement for Waterside Maintenance with Specialty Water Treatments, LLC **Approved**
2. Authorization of Agreements and related Documents with CTWP (re: Copier for County Clerk's Office) **Approved**
3. Regarding the Agreement with CTWP for the McLennan County Tax Office / Records Building Copier:
 - a. Action to Rescind Previous Approval of Agreements / Addendums / Amendments **Approved**
 - b. Authorization of Corrected Agreements / Addendums / Amendments **Approved**
4. Authorization of Equipment Lease with NeoPost (re: County Clerk Mailing Machine) **Approved**
5. Authorization of Service Agreement with Stericycle, Inc. (re: Jack Harwell Detention Center Document Shredding Services) **Deferred**
6. Authorization of Medicare Advantage with Prescription Drug Benefit Group Agreement with UnitedHealthcare Company (re: United Medicare Advantage Plan/Retiree Senior Medical Plan) **Deferred**
7. Authorization of Contract Agreement with Beavers Contracting, LLC (re: Repair of Cow Bayou Watershed Floodwater Retarding No 10) **Approved**
8. Authorization of Monitoring Agreements with L&M Electronics:
 - a. Regarding the Tax Office **Approved**
 - b. Regarding Justice of the Peace, Precinct 3 **Approved**
9. Authorization of Revised Grant Agreement with Heart of Texas Region Mental Health Mental Retardation Center (re: Medical Clearance Initiative at the Crisis Treatment Center) **Approved**
10. Authorization of Service Agreement with Grande Communications Networks, LLC (re: Courts Internet Services Upgrades) **Approved**

ORDER APPROVING:

**AUTHORIZATION OF AGREEMENT FOR WATERSIDE
MAINTENANCE WITH SPECIALTY WATER
TREATMENTS, LLC**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Agreement for Waterside Maintenance with Specialty Water Treatments, LLC. After discussion, Commissioner Snell 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

SPECIALTY WATER TREATMENTS, L.L.C.
109 Dalgoner Ln.
Temple, Texas 76502
Phone: (254) 722-4612, E-Mail: robertseeger0@gmail.com

AGREEMENT FOR WATERSIDE MAINTENANCE, 2020

To: McLennan County Attn: TJ
214 N. 4th St. #100
Waco, TX. 76701

Date: 1/6/2020

Specialty Water Treatments, L.L.C. agrees to provide a complete program of waterside maintenance which covers chemical, chemical feeders and control equipment, laboratory analysis, annual inspections and tube brushing, specified chemical cleanings, cooling tower cleanings, and written reports of all services. This agreement specifies which of these services are to be provided by Specialty Water Treatments and which are to be provided by the owner.

AGREEMENT

Specialty Water Treatments will provide for a period of one year the water maintenance services described herein, where upon the services will be provided monthly thereafter. After one year, either party may terminate the Agreement upon thirty (30) days notice. At all times, all chemicals and leased equipment used in the performance of this Agreement remain the property of Specialty Water Treatments. The services described herein shall be provided at the following prices:

	<u>Monthly</u>	<u>Annually</u>
Main System Tower,	\$500.00	\$6000.00
Main System Chill Loop,	\$135.00	\$1,620.00
Archives Chill Loop,	\$50.00	\$600.00
Archives Boiler #1	\$50.00	\$600.00
6- Hot loops;	\$35.00	\$420.00
Courthouse, Records, Jail, Archives Bld. (1 st & 2 nd Floor), Annex, Sheriff Dept. chill & hot.	\$80.00	\$960.00
Total (tax exempt)	\$850.00	\$10,200.00

GUARANTEE: Should any condenser or boiler become fouled by calcium carbonate scale during the life of this agreement, and providing the Owner has discharged its responsibilities, then Specialty Water Treatments will chemically clean the system at no additional charge. Specialty Water Treatments further agrees that all chemicals shall comply with applicable laws and guidelines regulating effluent pollution. Specialty Water Treatments makes no other guarantees and accepts no other liabilities.

Accepted by: 
SCOTT M. FELTON, COUNTY JUDGE

Date: 1/21/20

SERVICES RENDERED IN CONNECTION WITH ALL SYSTEMS

Specialty Water Treatments will make a service call on your system at least once per month during seasonal operation, or as noted in system breakdown below. Our Technician will order necessary chemicals, fill chemical feed tanks, service the chemical feeding equipment, analyze the water of each system, make necessary adjustments in the rate of chemical feed and any special treatment necessary, check and adjust bleed-off and blow down apparatus, and prepare a written Service Report. You will receive a copy of this Service Report which you should read. Make decisions on recommendations, and then file. We are always available by telephone for consultation with management or operating personnel if questions arise. Our Technician will make additional service calls on request if the system becomes fouled or the feeding equipment needs repair. Specialty Water Treatments will accept no responsibility or liability for work or services performed by any other company.

COOLING TOWER-CONDENSOR SYSTEMS

COOLING TOWER CONDENSOR SYSTEMS shall be chemically treated by Specialty Water Treatments for the control of scale, corrosion, and biological growths. The chemical program shall be serviced 2 times per month average during its seasonal use. The system to be treated has a total of n/a tons of cooling. The price for treatment is **\$6,000.00 annually, \$500.00 monthly.**

EQUIPMENT: chemical feed pumps and control equipment (leased/purchased) from Specialty Water Treatments: **N/A** Plumbing and electrical work required shall be (1) supplied by Specialty Water Treatments as part of (leased)(purchase) price or (2) supplied by owner. **N/A** Specialty Water Treatments can warranty no contract that has less than two service visits per month or the minimum automation of one chemical pump per condenser water system.

COOLING TOWER INSPECTION AND CLEANING. It is recommended that at least once each year the cooling tower should be cleaned, including the removal of evaporative and biological growths from slats, spray nozzles, and screens. The tower shall be inspected for corrosion, wood decay, and leaks. If cleaning done by Specialty Water Treatments, a written report shall be made on the tower's condition and needed waterside repairs. Work to be performed by (Specialty Water Treatments for the price of \$(**N/A** per tower) or (by owner).

CONDENSER INSPECTION AND BRUSHING BY OWNER. At least once each year the heads of each condenser should be removed and the tubes brushed. Work to be performed (by Specialty Water Treatments for the price of \$(**N/A**) or (by owner). After brushing, the condenser shall be inspected and if hard scale is present, the condenser shall be chemically cleaned by Specialty Water Treatments at no charge.

CLOSED SYSTEMS

CLOSED SYSTEMS shall be chemically treated for the control of corrosion. The chemical program shall be serviced 1 time per month average during its seasonal use. The systems to be treated are (Chill Water System), (Hot Water System), (Combined Chill and Hot Water System), or (Closed Loops). The price for treatment is **\$3,600.00 annually, \$300.00 monthly.**

WHERE A LOW TREATMENT LEVEL condition persists in Closed System, it means that the system is really not closed but leaking excessively. Leaks cause corrosion by letting the treatment out and the oxygen in. Continuous fresh make-up water carries oxygen into the system and caused oxygen pitting. Operation personnel must repair leaks promptly. **If make-up to a closed system exceeds 25% per month, the system must be treated as a semi-open system requiring continuous chemical feed. This will increase the costs of chemical and/or contract to the owner. Otherwise the system will receive no treatment during the course of the contract at no liability to Specialty Water Treatments.**

EQUIPMENT: Chemical feed pumps, control, or filtration equipment (leased) (purchased) from Specialty Water Treatments: N/A Plumbing and electrical work required shall be (1) supplied by Specialty Water Treatments as part of the (leased)(purchase) price or (2) supplied by owner. N/A

CLOSED SYSTEM INSPECTION AND CLEANING BY OWNER.

It is recommended that at least once each year the hot water Boiler or Converter should be opened and the waterside brushed or power sprayed to clean. After cleaning, the boiler should be inspected and a written report made on the waterside condition and needed repairs. At least once each five years the heads of the chiller should be removed and the tubes brushed. After brushing, the chiller should be inspected and a written report made on the chiller's waterside condition and needed repairs. At least once every three to five years the owner should contract to have the Closed System chemically cleaned for removal of dirt and other harmful deposits brought into the system by the make-up water.

STEAM BOILER AND CONDENSATE SYSTEMS

STEAM BOILER AND CONDENSATE SYSTEMS shall be chemically treated by Specialty Water Treatments for the control of scale and corrosion. The Boiler total N/A HP, (BTU/HR). The chemical program shall be serviced at least once per month average during its seasonal use. The price for treatment is **\$600.00 annually, \$ 50.00 monthly.**

EQUIPMENT: chemical feed pumps and control equipment (leased/purchased) from Specialty Water Treatments. N/A Plumbing and electrical work required shall be (1) supplied by Specialty Water Treatments as part of (lease) (purchase) price or (2) supplied by owner. N/A Specialty Water Treatments can warranty no steam boiler system contract with less than two (2) services visits per month.

STEAM BOILER INSPECTION AND CLEANING BY OWNER. At least once each year the steam boiler should be opened and the waterside brushed or power sprayed to clean by owner. Specialty Water Treatments at no additional charge, will inspect the boiler and if hard scale is present, will chemically clean the boiler at no additional charge.

REPAIR SERVICE

REPAIR SERVICE: Specialty Water Treatments will test, inspect, and repair, as needed, chemical feed pumps and electronic control systems on each service call. Specialty Water Treatments will make a nominal charge for parts and labor in the repairing of owner's equipment.

DUTIES OF OWNER

OPERATING MANAGEMENT (OWNER) - To provide an adequate waterside maintenance program and obtain the maximum performance and life from your thermal water systems, operating personnel of your Company must assist Specialty Water Treatments by performing the following services.

- a. Assist our technician by seeing that the bleed-off is kept open.
- b. Perform regular blowdown on boilers if required.
- c. Occasionally add special chemical treatment if so required. The weekly treatment of biological growth with various algaecides and biocides should be carried out by fully automatic biocide feed systems. However, Operating Management can control most algae problems by simply covering the cooling tower since sunlight allows the growth of algae.
- d. Assist in the preparation of boilers for standby period each year to prevent corrosion.

NOTE: Operating management should make sure that they have Operating Manuals on each piece of equipment and follow the recommended schedule and procedures. Specialty Water Treatments will supply information on other maintenance procedures upon request.

CORROSION

Should chemical cleaning be necessary, Specialty Water Treatments will perform such work under the following conditions:

- a. cleaning solution will be inhibited and controlled so as to minimize metal loss of copper, mild steel, iron and certain grades of brass
- b. other metal should be removed from the system if they contain zinc or aluminum; good red brass valves have the same corrosion rate as copper, but light brass with a high zinc content should be removed
- c. it is understood that when scales and deposits are removed, leaks in the system or equipment may be discovered
- d. Specialty Water Treatments will not be responsible for any leaks or holes that may become apparent during the cleaning cycles, or any damage that might occur to walls, floors, painted surfaces or any items that may be damaged as a result of such leaks
- e. Specialty Water Treatments will supply all chemicals, equipment and personnel for the cleaning program, but it will not supply electrical power, water or heat

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

FILED: **JAN 21 2020**

By Myrcetez Gowen-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF AGREEMENTS AND RELATED DOCUMENTS
WITH CTWP (RE: COPIER FOR COUNTY
CLERK'S OFFICE)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Agreements and related Documents with CTWP (re: Copier for County Clerk's Office). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**ACTION TO RESCIND PREVIOUS APPROVAL OF
AGREEMENTS / ADDENDUMS / AMENDMENTS**

AND

**AUTHORIZATION OF CORRECTED AGREEMENTS / ADDENDUMS /
AMENDMENTS**

**RE: THE AGREEMENT WITH CTWP FOR THE
MCLENNAN COUNTY TAX OFFICE / RECORDS
BUILDING COPIER**

On this the 21 day of January, 2020, came on for consideration the matter Regarding the Agreement with CTWP for the McLennan County Tax Office / Records Building Copier: Action to Rescind Previous Approval of Agreements / Addendums / Amendments and Authorization of Corrected Agreements / Addendums / Amendments. After discussion, Commissioner Jones made a motion to approve (the action to rescind the previous approval of the Lease Agreement with CTWP for the McLennan County Tax Office) and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF EQUIPMENT LEASE WITH NEOPOST (RE:
COUNTY CLERK MAILING MACHINE)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Equipment Lease with NeoPost (re: County Clerk Mailing Machine. After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



WACO, TEXAS

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

January 21, 2020

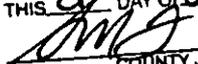
Re: Lease of NeoPost IN600 Mail Machine for County Clerk

Commissioners,

The County Clerk's Office currently has a lease on a Neopost mailing machine. The current agreement is for \$79.21/month or \$950.52 annually. This lease will end on 2/16/20. The new agreement will be for a NeoPost IN600 Mail Machine in the amount of \$1,360.80 annually. The new equipment will be ordered through the state website.

Thank You,

Ken Bass

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 2020

COUNTY JUDGE

Steve Kallus

From: Soto, Peter (p.soto@quadiant.com) <p.soto@quadiant.com>
Sent: Tuesday, January 07, 2020 4:11 PM
To: Steve Kallus
Subject: Texas SmartBuy PO details for new order

Hi Steve,

Texas Smart Buy Shopping Cart for new IN600 mail machine (
https://checkout.na1.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=7664470&sender=null&datetime=2020_1_3_16_20)

The above link is the TX Smartbuy shopping cart link that will take you to their site to log in and complete your purchase order. Please note to include your **billing** and **ship** to address details to the PO. Also, please **add a note to vendor** "Annual Billing" so we can switch the current quarterly billing to annual.

Thank you!



PETER SOTO
Sr. Account Executive

p.soto@quadiant.com
702-743-9467 Direct Cell
800-934-2257 Service
8601 Ranch Road 2222- Bldg 1, STE225
Austin, TX 78730

www.neopostusa.com

[Learn more about Quadiant](#)

WARNING: THIS MESSAGE MAY BE FROM AN OUTSIDE SOURCE. PLEASE DO NOT CLICK ON ANY LINKS OR OPEN ANY ATTACHMENTS IF YOU ARE NOT EXPECTING THE MESSAGE AND/OR DO NOT RECOGNIZE THE SENDER.

Steve Kallus

From: Soto, Peter (p.soto@quadiant.com) <p.soto@quadiant.com>
Sent: Friday, January 03, 2020 4:39 PM
To: Steve Kallus
Subject: Neopost New Meter Pricing
Attachments: Business Case_IN600HF.pdf

Hi Steve,

Happy New Year to you!!

Please see attached pricing for a new IN600 digital mailing system to replace your existing equipment. The Texas Smart Buy Contract pricing did change over the years and the attached pricing will reflect the new costs for the IN600 Neopost meter. I will call you on Monday to go over the proposal and answer any questions you may have. Have a great weekend!



PETER SOTO
Sr. Account Executive

p.soto@quadiant.com
702-743-9467 Direct Cell
800-934-2257 Service
8601 Ranch Road 2222- Bldg 1, STE225
Austin, TX 78730
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BUSINESS CASE

Digital Mailing Solution

Prepared for: **Mclennan County - County Clerk**

Valid until: **Janury 31, 2020**

Submitted by: **Peter Soto**
Sr. Account Executive
702-743-9467
p.soto@Neopost.com
Neopost Texas District

Submitted to: **Steve Kallus**



Local **Support Team**



Sales

Peter Soto
Sr Account Executive
Neopost Texas District
702.743.9467
p.soto@Neopost.com

Jason Hill
DSS Specialist
Neopost Texas District
210.291.8791
j.hill@Neopost.com

John Marin
District Sales Director
Neopost Texas District
512.697.2493
j.marin@Neopost.com

Service

Spencer Hubbard
Sr Lead Technician
Neopost Texas District
800.934.2257

Fabian Gagner
Service Technician
Neopost Texas District
800.934.2257

Local Office

Neopost Austin
8601 Ranch Road 2222 Bldg 1 Ste. 225
Austin TX 78730

Corporate Offices

Neopost USA Headquarters
478 Wheelers Farms Rd
Milford, CT 06461
(203) 301-3400

Customer Interaction Center
2304 Tarpley Rd, Ste 134
Carrollton, TX 75006
(800) 636-7678

Executive Summary



INTRODUCTION

McLennan County Clerks office and Neopost have been business partners for over 10 years. McLennan County Clerks Office is looking to replace current mailing equipment with equal or improved capabilities.

CHALLENGE

- Postage meter approaching 5 years of use.
- Current estimated rolling year total* letter and large envelope volume is 17,949 mail pieces.
- Current monthly lease payment \$79.21 per month. Lease contract expiration date 2/16/20.

SOLUTION

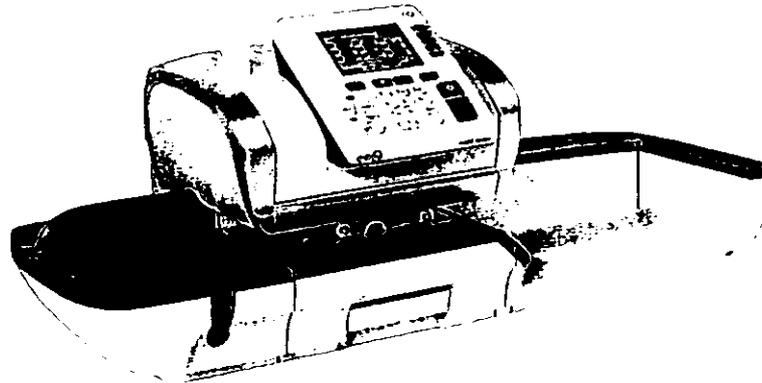
- Provide new mail machine with upgraded features to be able to process current and future mail volumes.
- Generate IMpb-compliant USPS shipping labels and save up to 39% on postage shipping costs. This feature is available if current pre-paid postage account is switched to "Neofunds" account prior to ordering new meter.

IMPACT

- USPS commercial based pricing for all outbound packages. This represents an **annual postage savings of \$18*** by shipping all packages through Neoship. Free online package tracking confirmation on all Neoship shipments.
- New mailing equipment and no need to re train operators.

*See attached Neopost Postal Composition Report.

Solution Overview

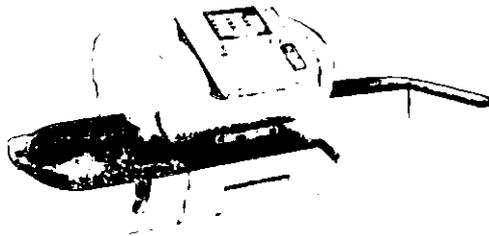


IN-600 HF Mailing System

- Intuitive control panel with shortcut keys for your most-used rates and imprints
- Small form factor and quiet inkjet printing that's ideal for any office environment
- Rate Wizard guides users in choosing the right mail class and optional special services
- Prints postage directly onto postcards, letters or large envelopes up to 1/2" thick
- Built-in envelope moistener with easy-access reservoir produces securely sealed mail
- Weigh platform auto-adjusts the postage amount for extra-thick envelopes or boxed packages
- Integrated postage label dispenser for easy processing of bulky letters and large envelopes
- Power-assisted hand feeding for accelerated metering of up to 75 letters per minute
- Safeguard your stored postage with PIN code access control
- Track pieces processed and postage used for 35 or more accounts/departments
- LAN or wireless connection to refill postage instantly and update postal rates automatically
- Download artwork to print onto your mail pieces - use our free library or create your own
- Uploads postage usage data to your MyNeopost online account for quick and easy analysis
- Download the postage you need now and pay later using NeoFunds® bill-for-postage service

A semi-automatic mail processing solution with maximum efficiency

Financial Considerations (IN-600 Series)



Executive Summary

- IN-600 Series Digital Mail System
- Remote 10lb weight scale
- 10lb Differential Weighing Option

Executive Summary	Valid Until: 01/31/19
-------------------	-----------------------

Lease Term (Years)	5
Yearly Amount	\$1,360.80

Notes

- Professional installation and training included
- Pricing above includes maintenance through term of lease
- Texas smartbuy shopping cart link:
(https://checkout.na1.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=7664470&sender=null&datetime=2020_1_3_16_20)



The State of Texas Cooperative Purchasing Program, available for local governments, education, and non-profit assistance organizations, is now called a Texas SmartBuy Membership.

Pricing above is in accordance to the NASPO – TX Smart Buy Contract.
Texas Smart Buy PO needed to proceed with the order.



We're here to help you! Contact the Texas SmartBuy Help Desk at txsmartbuy@cpa.texas.gov or call the Outreach Team at 512-463-3034 Option 1.



Neopost Austin
 6501 Ranch Road 2222 Ste 225
 Austin, TX 78710

Maximize Your Productivity and Efficiency With a New Dimension of Customer Support

For over 80 years, we have been helping companies like yours on a daily basis. You can rely on us, our expertise and our proactive approach to customer service and support to ensure that your mailing and shipping operation runs smoothly.

Comprehensive Service Offerings

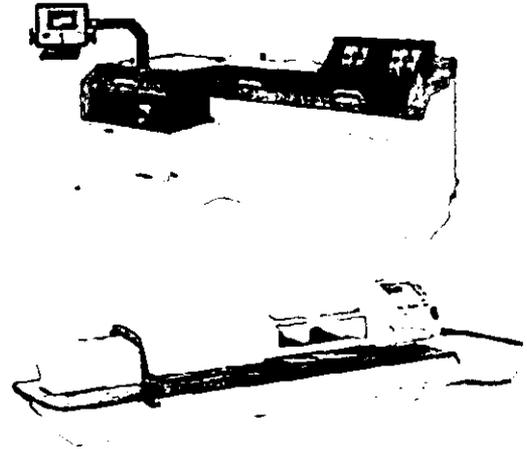
Expert Technical Service – factory trained field technicians connected wirelessly to a national support structure.

Local Customer Service – U.S. based, local support staff to answer your questions or schedule service.

Operator Training – hands on training sessions at your site to maximize employee productivity.

Large Installation Management – site preparation, equipment delivery, installation and training.

Preventative Maintenance – avoid interruptions to your productivity by keeping your equipment in top operating condition.



Multiple Levels of Maintenance Agreements to Meet Your Service Needs

Feature	Standard	Premier	Custom
Service Availability	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	Customer Defined
Call Back Time	2 Hours	2 Hours	Customer Defined
Response Time	8 Hours	4 Hours	Customer Defined
Preventive Maintenance	As Needed per Neopost	Scheduled	Customer Defined
Wearable's Included	No	Yes	Customer Defined
Loaner Equipment	Not Available	Selected Products	Customer Defined
Toll Free Support	Yes	Yes	Yes

Customer Feedback

"Excellent service, very responsive ..."

"Better than the previous vendor we had ..."

"Productivity has improved dramatically..."

Current Performance – YTD-2019

Key Metrics	
Average Response Time	4.5
First Time Fix	94.3%
Call Backs	10.8%

Customer Survey Results – YTD-2019

Question	%
Did the Service Technician resolve your issue to your satisfaction?	100%
Did the technician fix the problem for which you called?	100%
Rate your technician's performance.	98.6%

NEOPOST.

Neopost at a Glance

Neopost solutions enable companies to expertly send and receive digital documents, physical mail and packages, helping them to better connect with their customers.



Our Expertise



Digital Solutions

Neopost technology manages data quality and enhances documents to optimize print-to-mail and digital delivery workflow.



Mailing Solutions

Every year, Neopost equipment addresses, fills and meters billions of mail pieces for hundreds of thousands of U.S. companies.

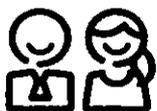


Shipping Solutions

Neopost systems empower businesses to control rising shipping costs and streamline the handling of inbound packages.

Business Impact

Neopost delivers measurable process improvements to advance your key business objectives, including:



Customer Engagement

Improve acquisition, satisfaction and retention



Revenue Growth

Increase sales, market share and profit



Risk Mitigation

Enhance security and regulation compliance



Expense Control

Maximize productivity and reduce costs

**Postal Composition Summary for:
MCLENNAN COUNTY**



Account Information

Account Address: 215 N 5th St Ste 223 WACO, TX 76701-1372	Report Date: 12/6/2019
Mailing Machine: IN-600HF	Last Data Upload: 10/7/2019
Meter Serial #: 11251362	Sales Rep: Peter Soto
	Data Status: Actual Activity (365 Days)

Mail Type	Last Year (Jan/18 - Dec/18)		Rolling Year (Oct/18- Sept/19)	
	Quantity	Postage	Quantity	Postage
Postcards				
Letters	16,774	\$9,435	16,748	\$9,146
Flats (Large Envelopes)	1,127	\$1,890	1,201	\$1,744
Parcels (all types)	32	\$247	30	\$250
International Mail			2	\$6
Manual Entry	304	\$215	160	\$107
Unknown / Other				
Total	18,237	\$11,787	18,141	\$11,253

Mail Class	Letters - Rolling Year		Flats - Rolling Year	
	Quantity	Postage	Quantity	Postage
First-Class Mail [®] Single	16,748	\$9,146	1,201	\$1,744
First-Class Mail [®] Presort				
First-Class Mail [®] Auto				
USPS Marketing Mail [™]				

Accountable Mail – Rolling Year		Quantity	Postage
Certified Mail [™] without Return Receipt			
Certified Mail [™] with Return Receipt		89	\$641
Electronic Return Receipt Savings Estimate*			\$107



Postal Composition Summary for: MCLENNAN COUNTY

Shipping Class	Envelopes - Rolling Year		Boxes - Rolling Year	
	Pieces #	Postage (\$)	Pieces #	Postage (\$)
FC Pkg Service Retail				
Priority Mail [®]			30	\$250
Priority Mail [®] Flat Rate	_____	_____	_____	_____
Priority Mail [®] Express	_____	_____	_____	_____
Priority Mail [®] Exp. Flat Rt.	_____	_____	_____	_____
Retail Ground [™]				
Other				
CBP Eligible**			30	\$250
CBP Savings Estimate				\$18

*Does not include substantial process improvements and time savings

**Number of Priority Mail[®], Priority Mail[®] Express and First-Class Package Service[®] Retail items that qualify for USPS[®] Commercial Base Pricing discounts but were mailed at retail rates.

Note:

This Postal Composition Summary is based upon your actual mailing system usage. Rolling Year activity represents an annual snapshot for the period indicated. The completeness and accuracy of this report depends upon the availability of data for the full snapshot period. If your system was placed into service during this period or did not upload usage data by the close of the snapshot period, an annual usage estimate was calculated from the available data indicated by the number of days in the parentheses. You can view your most current mailing system activity online at MyNeopost.com.

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER DEFERRING:

**AUTHORIZATION OF SERVICE AGREEMENT WITH
STERICYCLE, INC. (RE: JACK HARWELL DETENTION
CENTER DOCUMENT SHREDDING SERVICES)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Service Agreement with Stericycle, Inc. (re: Jack Harwell Detention Center Document Shredding Services). After discussion, Commissioner Miller 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

ORDER DEFERRING:

**AUTHORIZATION OF MEDICARE ADVANTAGE WITH PRESCRIPTION
DRUG BENEFIT GROUP AGREEMENT WITH UNITEDHEALTHCARE
COMPANY (RE: UNITED MEDICARE ADVANTAGE
PLAN/RETIREE SENIOR MEDICAL PLAN)**

On this the 21 day of January, 2020, came on for consideration the matter Authorization of Medicare Advantage with Prescription Drug Benefit Group Agreement with UnitedHealthcare Company (re: United Medicare Advantage Plan/Retiree Senior Medical Plan). After discussion, Commissioner Jones made a motion to defer and it was seconded simultaneously by Commissioner Miller and Commissioner Snell. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF CONTRACT AGREEMENT WITH BEAVERS
CONTRACTING, LLC (RE: REPAIR OF COW BAYOU
WATERSHED FLOODWATER
RETARDING NO 10)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Contract Agreement with Beavers Contracting, LLC (re: Repair of Cow Bayou Watershed Floodwater Retarding No 10). After discussion, Commissioner Perry 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

PART I – GENERAL PROVISIONS

SUBPART D

CONTRACT AGREEMENT

THIS AGREEMENT, made the 8th day of January, 2020, by and between the McLennan County, Waco, Texas (hereinafter called County) and Beavers Contracting LLC (hereinafter called Contractor).

WITNESSETH:

THAT WHEREAS: in accordance with law, the County had contract documents prepared and an Invitation for Bids published, for and in connection with the repair of Cow Bayou Watershed, Flood Retarding Structure Site No. 108B

WHEREAS, Contractor, in response to the Invitation for Bids, has submitted to the County, in the manner and at the time specified, a sealed bid in accordance with Instructions to Bidders; and

WHEREAS, the County, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined Contractor to be the lowest responsible bidder for the work and duly awarded to Contractor a contract therefor, for the sum or sums named in Contractor’s bid.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the County for itself and its successors and assigns, and its, his/her, or their executors and administrators, as follows:

ARTICLE I. Contractor shall perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and bonds, insurance and submittals; all as indicated or specified in the contract documents to be performed or furnished by Contractor for the work included in and covered by the County’s official award of this contract to Contractor, such award being based on the acceptance by the County of Contractor’s bid.

ARTICLE II. the County shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation therefore, the sum (subject to adjustment as provided in the contract documents) of Eight Hundred Twenty-four Thousand, Nine Hundred Forty & Twenty-five cents Dollars (\$ 824,940.25) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the contract documents.

ARTICLE III. The Contractor shall complete all work within one hundred thirty-five (135) calendar days (state holidays and weather days not included) from the date Contractor receives written Notice to Proceed.

ARTICLE IV. The contract documents that comprise the Contract between the County and Contractor, attached hereto and made a part hereof, consist of the following:

- (1) This Contract Agreement.
- (2) Contractor's Bid: Exhibits A - J.
- (3) Addenda Numbers 1
- (4) Post-bid information and supplementary information submitted by Contractor prior to execution of this Contract Agreement.
- (5) Notice of Award
- (6) PART II – General Conditions.
- (7) PART III – Supplemental Conditions.
- (8) PART IV – Construction Specifications and Material Specifications and Storm Water Pollution Prevention Plans - Contractor and subcontractor Certifications.
- (9) PART V – Drawings, TX-EN-0764 (11 sheets).
- (10) PART VI – Prevailing Wage Rates Determination.
- (11) Notice to Proceed.
- (12) Any modifications (change orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (13) Notices of Final Completion and Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement the day and year first above written.

OWNER:

McLennan County

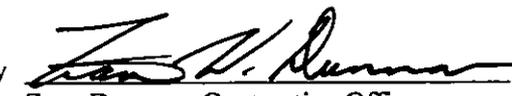
By 
Scott M. Felton, County Judge

CONTRACTOR

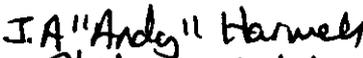
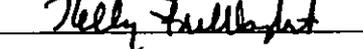
Beavers Contracting LLC

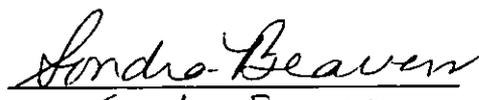
By 
Title Skipper Beavers, Owner / President

(CORPORATE SEAL)

By 
Zane Dunnam, Contracting Officer

By N/A

Attest 


Attest 
Sandra Beavers

Address for giving notices:
McLennan County
Attn: County Engineer's Office, Rm. 130
215 N. 5th Street
Waco, Texas 76701

Address for giving notices
Beavers Contracting LLC
P.O. Box 697
Aubrey, TX 76227

This action authorized at an official meeting of the McLennan County Commissioners Court on JAN. 21, 2020, Waco, State of Texas.

License No. _____

Agent for service of process:

**STORM WATER POLLUTION
PREVENTION PLAN**

**COW BAYOU WATERSHED
SITE NO. 10 REPAIR**

COW BAYOU WATERSHED
SITE 10 FLOODWATER RETARDING STRUCTURE
STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

Project Name and Location:

Cow Bayou Watershed, Site No. 10, is located approximately 6 miles west of Lorena, Texas, McLennan County.

Latitude: 31° 24' 2" N

Longitude: 97° 18' 5" W

Primary Operators - Name and Address:

McLennan County Commissioners Court
501 Washington Ave.
Waco, TX 76701

Construction Contractor (Beavers Contracting)

Secondary Operator - Name and Address:

USDA, Natural Resources Conservation Service
101 South Main
Temple, Texas 76501

DESCRIPTION

This project will consist of repairing the embankment and spillways of floodwater retarding structure Cow Bayou, Site 10. Site 10 was constructed in 1958. Site 10 is a high hazard FRS that controls a drainage area of 2.84 square miles (1819 ac). The structure consists of a principal and auxiliary spillway. The earthen dam has a length of approximately 2,019 feet and a maximum fill height of 31 feet. The embankment was originally constructed with a 14-foot wide crest and 3 horizontal to 1 vertical (3H:1V) upstream slope and a 2H:1V downstream slope. The principal spillway consists of 12-foot tall concrete riser, 168 feet of 17-inch I.D. pre-stressed, concrete lined steel cylinder pipe, a 40 feet 18-inch corrugated metal pipe (CMP) tail section and discharges into an earthen plunge basin. The vegetated auxiliary spillway was constructed with a 100 feet bottom width.

The normal water surface is 38 ac. The total storage is 1,850 ac-ft with 836 ac-ft of floodwater storage and 321 ac-ft of sediment storage.

The repairs consist of:

1. Reconstructing the upstream wave berm and adding rock riprap armoring;
2. Reconstructing a 200 feet section of the downstream embankment slope by excavated low density materials and replacing with compacted earthfill;
3. Replacing the 40 feet CMP tail section with concrete pipe;
4. Reconstructing the outlet basin channel and armoring with rock riprap;

5. Re-grading the auxiliary spillway crest section; and
6. Reconstructing all fences.

The approximate repair quantities are: 5,000 cubic yards of excavation; 7,600 cubic yards of earthfill, 1,000 feet of perforated pipe contained in 500 cubic yards of drainfill, 48 feet of concrete reinforced pipe, 2,000 tons of rock riprap; 1,500 feet of barbed wire fence; 3,100 feet of sediment fence, and 17 acres of vegetation.

Transport of sediment is a potential source of pollution from the soil disturbing activities. Soil disturbing activities include: clearing and grubbing; constructing the access road; excavating and placing earthfill and lime treated earthfill in the embankment; excavating the principal spillway conduit and auxiliary spillway; disposing of waste materials; and grading, shaping, and placing topsoil.

Other potential sources of pollution are spills of fuels, lubricants, antifreeze, concrete, lime, and chemical dust suppressants.

RUNOFF COEFFICIENT

The runoff curve number (CN) for the construction site is approximately 80. The post-construction CN for the site will be essentially unchanged. The principal spillway will control the outflow from the reservoir. The principal spillway will control the outflow with a maximum flow of 30 CFS with the reservoir water level at the crest of the auxiliary spillway.

SITE AREA

The site's work limits are approximately 27 acres of which 17 acres will be disturbed by construction activities and will require re-vegetating.

SEQUENCE OF MAJOR ACTIVITIES

The order of activities will be as follows:

1. Construct access and construction campsite and remove fences.
2. Construct surface water control measures.
3. Site preparation and stripping
4. Embankment excavation
5. Reconstruct downstream embankment slope with compacted earthfill
6. Reconstruct upstream berm and place rock riprap
7. Remove and replace principal spillway tail section pipe
8. Reshape outlet basin and channel and armor with rock riprap
9. Re-grade auxiliary spillway crest
10. Placement of topsoil on embankment and cut slopes
11. Final shaping and grading including removal of water control measures
12. Final scarification of disturbed areas
13. Vegetation

NAME OF RECEIVING WATERS

Site 10 is located on South Fork Cow Bayou a tributary of Cow Bayou a tributary of the Brazos River.

Data provided by the U.S. Fish and Wildlife Service indicates that McLennan County does have endangered species present in the county. However, McLennan County is not identified as a critical habitat for these species.

There are no properties listed or eligible for listing on the National Register of Historic Places in the vicinity of the work area.

EROSION AND SEDIMENT CONTROL STABILIZATION PRACTICES

Temporary Stabilization - The average annual rainfall in the area is approximately 34 inches. Sediment filters (filter fabric silt fences) and diversions will be used as needed during construction to help stabilize disturbed areas. Sediment filters are to be provided along the downstream boundary of any area which is stripped of vegetation during any phase of construction. Sediment filters are also to be provided on the downstream side of any soil material which is stockpiled for more than 14 days. All disturbed areas shall be hay mulched after seeding of temporary vegetation.

The construction ingress and egress will be stabilized with gravel or other stabilization materials to prevent the tracking of mud onto public streets by vehicles leaving the construction site.

All pollution control measures will be maintained in a functional condition as long as needed during the construction operation.

Permanent Stabilization - All slopes cut in soil, earthfill slopes and disturbed areas will be protected against riling and erosion by vegetation. Rock Riprap will be placed on the upstream face of the embankment for wave protection and in the outlet basin for erosion protection. Topsoil will be placed on the embankment and cut slopes to facilitate vegetation establishment.

Structural Practices – No structural measures are anticipated for erosion and sediment control.

STORM WATER MANAGEMENT

Storm water runoff from the construction area will be filtered with silt fences, rock horseshoe dam or other measures as needed around the excavation areas, embankment, stockpiles, campsite and other disturbed areas as described above for EROSION AND SEDIMENT CONTROL STABILIZATION PRACTICES. Where construction roads cross low areas subject to concentrated storm water flow, culverts will be installed.

WASTE DISPOSAL

Waste Materials - All organic materials from the site preparation and clearing and grubbing operations will be either chipped and used on site for mulch, burned onsite or disposed of offsite in accordance with all state and local regulations. If the materials are burned onsite, the residues will be buried in the waste areas. All inorganic materials from the site preparation will be disposed of by burying in the waste areas and covering with a minimum of 3 feet of soil. All trash and construction debris will be collected and disposed of offsite.

Hazardous Waste - All chemical and hazardous waste materials will be disposed of offsite in accordance with local or state regulations or as recommended by the manufacturer.

Sanitary Waste - All sanitary waste will be collected from portable units and disposed of in accordance with applicable regulations.

Dust Control - Dust will be controlled on all haul roads and access roads by sprinkling with water.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

All local and State regulations will be adhered to concerning the burning of organic materials or disposal of organic, chemical, and sanitary waste. The Texas Commission of Environmental Quality (TCEQ) has issued Texas Pollutant Discharge Elimination System (TPDES) permits for storm water discharges for construction activities under Section 402(p) of the CWA. There is no other applicable State or Federal requirements for sediment and erosion site plans or storm water management site plans.

MAINTENANCE AND INSPECTION PROCEDURES

The Contractor, Beavers Contracting, LLC, will be responsible for intermittent review and inspection of the operation and maintenance of all pollution control measures throughout the life of the contract. Inspection of the conditions and the need for repair shall be made after each storm rainfall exceeding 0.5 inch. Daily inspections of the need for cleanup of chemical spills and sanitary facilities will be performed.

Routine inspection of disturbed areas, storage areas, stockpiled materials, traffic areas, and the silt fences shall be made every fourteen (14) days.

A maintenance inspection report will be made after each inspection. The report will be documented in the contractor's and the project engineer's daily job diary maintained on the job. The report will be prepared in accordance with Part III of the general permit.

The job diary will document the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated. Each report will be attached to the Storm Water Pollution Prevention Plan (SWP3) and remain with the SWP3 on site. Each report will be retained as part of the SWP3 for at least three (3) years from the date the site is finally stabilized.

The SWP3, a copy of the permit or permit language, and all inspection reports shall be available at a central location on site for the use of all those who have responsibilities under the SWP3.

NON-STORM WATER DISCHARGES

It is expected that the following non-storm water discharges may occur from the site during the construction period:

- Water for dust control
- Water for adjustment of moisture in earthfill operations

INVENTORY FOR POLLUTION PREVENTION PLAN

The following list of materials or substances are expected to be present during construction:

- Petroleum Based Products
- Paint
- Plastics
- Rock
- Wood and Lumber
- Lime
- Chemical Fertilizers
- Antifreeze

SPILL PREVENTION - MATERIAL MANAGEMENT PRACTICES

The following are the Material Management Practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff:

Good Housekeeping - The following good housekeeping practices will be followed onsite during construction project.

An effort will be made to store only enough product required to do the job.

All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.

Products will be kept in their original containers with the original manufacturer's label.

Whenever possible, all of a product will be used up before disposing of the container.

Manufacturers' recommendations for proper use and disposal will be followed.

The Contractor's job superintendent will be responsible for the proper use, storage, and disposal of materials onsite.

Hazardous Products - These practices will be used to reduce the risks associated with hazardous materials.

Products will be kept in original containers unless they are not resealable.

Original labels and materials safety data will be retained.

If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

PRODUCT SPECIFIC PRACTICES

Petroleum Products - All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers, which are clearly labeled. The storage and dispensing of all petroleum products will be in accordance with part 1926.152 of the OSHA Construction Industry Safety and Health Standards. All spills of petroleum products will be cleaned up within 7 days. All contaminated soils will be removed from the site and disposed of in accordance with State and local regulations.

Concrete Trucks - Concrete trucks will discharge all surplus concrete at a designated location. After all concrete has been placed, the surplus concrete will be buried in an approved site and covered with a minimum of 4 feet of soil. The wash water from the concrete trucks will be discharged into an approved lined pit. The pit will be emptied at the completion of construction and disposed of in accordance with State and local regulations. The pit will be filled and graded to match the adjacent ground surface.

Paints - All containers will be tightly sealed and stored when not required for use. Excess paint will not be disposed of onsite, but will be disposed of in accordance with manufacturers' instructions or State and local regulations.

SPILL CONTROL PRACTICES

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

Manufacturers' recommended methods for spill cleanup will be followed.

All spills of hazardous materials will be cleaned up immediately after discovery.

Spills of toxic or hazardous materials will be reported to the appropriate State or local government agency.

Beavers Contracting, LLC, will be responsible for spill prevention and cleanup.

STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



**CONTACTING LOCAL ORGANIZATION
McLennan County, Texas**

1/21/20
Date

CONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. I also understand that I am responsible for all on site requirements of the Storm Water Pollution Discharge Plan.

Name: *Stymie Beavers* Date: 1-13-2020

Title: Owner, President

Firm: Beavers Contracting, LLC

Address: P.O. Box 697

Aubrey, TX 76227

Phone: 940-365-3337

SUBCONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general Texas Pollutant Discharge Elimination System (TPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Name: _____ N/A _____

Date: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

Name: _____

Date: _____

Title: _____

Firm: _____

Address: _____

Phone: _____

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

FILED: **JAN 21 2020**

By Myroctez Gowan-Perkins,
Deputy

ORDER APPROVING:
AUTHORIZATION OF MONITORING AGREEMENTS
WITH L&M ELECTRONICS:

RE: THE TAX OFFICE

AND

RE: JUSTICE OF THE PEACE,
PRECINCT 3

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Monitoring Agreements with L&M Electronics: Regarding the Tax Office and Regarding Justice of the Peace, Precinct 3. After discussion, Commissioner Perry made a motion to approve (H. 8. a. – 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



January 21, 2020

Re: Renewal of Electronic Monitoring for the Tax Office

Commissioners:

Please see the attached Monitoring Agreement with L & M Electronics for the Tax Office. The monthly fee for this service will continue to be \$29.95. If approved, this service will be in effect from January 15, 2020 through January 14, 2021.

We respectfully submit this agreement for the Court's consideration.

Thank You,

Ken Bass

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

L & M Electronics

Waco:
1700 W. Waco Drive
Waco, Texas 76701
1-800-460-4644
254-754-4041 Fax

Temple:
217 North Main Street
Temple, Texas 76501
1-800-460-7679
254-778-1576 Fax

State License # B05925

MONITORING AGREEMENT

This contract is for the purpose of authorizing L&M Electronics to provide monitoring of the listed burglar alarm system and its components on a regular basis at the fee quoted, payable to L&M Electronics. This contract is valid from the date specified above and ~~will automatically renew on effective date unless cancellation notice is sent in 30 days before renewal.~~ If contract is cancelled before the ending date, the balance will be due. This contract limits liability to 10% of the annual service charge or \$250.00 whichever is greater.

May Be
Renewed if
Both Parties
Agree

Equipment:
Amount: \$29.95 per month

For:
MCLENNAN COUNTY TAX OFFICE
215 N. 5th ST.
WACO, TX 76701

Bill To:
McLennan County Auditor's Office
214 N. 4th Street, Ste. 100
Waco, TX 76701

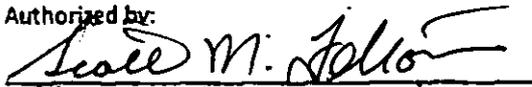
Zone	Description / Resolution	Schedule / Holidays
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Special Instructions: CALL MCLENNAN CO. SHERIFF'S OFFICE THEN EMERGENCY CONTACTS:

Contract: 1/15/20 - 1/14/21

Emergency Contacts:

Authorized by:


SCOTT M. FELTON, COUNTY JUDGE

Approval Date:

1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



January 21, 2020

Re: Renewal of Electronic Monitoring for JP 3 Building

Commissioners:

Please see the attached Monitoring Agreement with L & M Electronics for the JP 3 office in West. The monthly fee for this service will continue to be \$29.95. If approved, this service will be in effect from January 19, 2020 to January 19, 2021.

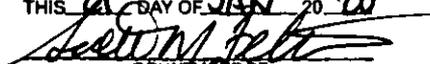
We respectfully submit this agreement for the Court's consideration.

Thank You,

Ken Bass

APPROVED BY COMMISSIONERS COURT

THIS 21 DAY OF JAN 20 20


COUNTY JUDGE

L & M Electronics

Waco:
1700 W. Waco Drive
Waco, Texas 76701
1-800-460-4644
254-754-4041 Fax

Temple:
217 North Main Street
Temple, Texas 76501
1-800-460-7679
254-778-1576 Fax

State License # B05925

MONITORING AGREEMENT

This contract is for the purpose of authorizing L&M Electronics to provide monitoring of the listed burglar alarm system and its components on a regular basis at the fee quoted, payable to L&M Electronics. This contract is valid from the date specified above and ~~will automatically renew on effective date unless cancellation notice is sent in 30 days before renewal.~~ If contract is cancelled before the ending date, the balance will be due. This contract limits liability to 10% of the annual service charge or \$250.00 whichever is greater.

May Be
Renewed if
Both Parties
Agree

Equipment:
Amount: \$29.95 per month

For:
McLennan County JP3
201 N. Reagan
West, TX 76691

Bill To:
McLennan County Auditor's Office
214 N. 4th Street, Ste. 100
Waco, TX 76701

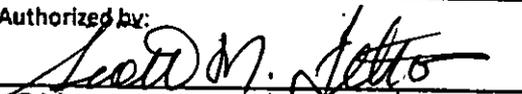
Zone	Description / Resolution	Schedule / Holidays
1. JP 3 Office		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Special Instructions: McLennan County JP3

Contract: 1/19/20 - 1/18/21

Emergency Contacts:

Authorized by:


SCOTT M. FELTON, COUNTY JUDGE

Approval Date:

1/21/20

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF REVISED GRANT AGREEMENT WITH
HEART OF TEXAS REGION MENTAL HEALTH MENTAL
RETARDATION CENTER (RE: MEDICAL CLEARANCE
INITIATIVE AT THE CRISIS TREATMENT CENTER)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Revised Grant Agreement with Heart of Texas Region Mental Health Mental Retardation Center (re: Medical Clearance Initiative at the Crisis Treatment Center). After discussion, Commissioner Jones made a motion to approve the Agreement with HOT MHMR and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF SERVICE AGREEMENT WITH GRANDE
COMMUNICATIONS NETWORKS, LLC (RE: COURTS
INTERNET SERVICES UPGRADES)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Service Agreement with Grande Communications Networks, LLC (re: Courts Internet Services Upgrades). After discussion, Commissioner Perry 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

LISA FETSCH
DIRECTOR
INFORMATION TECHNOLOGY
MCLENNAN COUNTY



INFORMATION TECHNOLOGY DEPARTMENT
500 COLUMBUS AVENUE
WACO, TEXAS 76701-1388
(254)757-5164

January 14, 2020

Re: Service Agreement with Grande Communications for Courthouse Courtrooms

To the Honorable Commissioners Court:

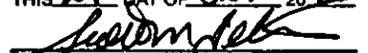
On August 20, 2019, Commissioners Court approved an agreement to upgrade internet services for the Courts within the Courthouse and add a connection for the new Specialty Court. Upon installation of the new line, it was discovered that the vendor did not include the static IP fees in the proposal.

I have attached a quote for the 5 static IPs needed for these services at \$25/month.

I am submitting this request for your approval.

Respectfully,


Lisa Fetsch

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE



SERVICE ORDER

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between GRANDE COMMUNICATIONS NETWORKS, LLC, a Delaware limited liability company ("Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by Provider's "Standard Terms and Conditions for Enterprise Services" which are posted on Provider's website at <https://mygrande.com/PDFs/Grande-Business-Standard-Terms-and-Conditions-for-Enterprise-Services-Online-11-19-2019.pdf> (the "T&Cs"). The T&Cs are incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the T&Cs.

CUSTOMER	DBA	CONTACT NAME	CONTACT INFO
McLennan County		Lisa Fetsch	Office: (254) 757-5184 Mobile:
BILLING ADDRESS		ACCOUNT SALES REP	
		Jon Lengefeld - 3577	
TAX ID	ACCOUNT NUMBER	REFERENCE NUMBER	
Tax EXEMPT	44-38520701	OP173075	

NAME OF INDIVIDUAL AUTHORIZED TO ACT FOR CUSTOMER (If different from customer named on the bill)	TITLE	BUSINESS PHONE #

Term of Agreement	Segment
1	Enterprise

PRODUCT LINE ITEM	LOCATION A	LOCATION Z	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
1 Static IP (Asynchronous HSD) (OP173075)	501 Washington Ave, Waco, TX, 76701, USA, .		5	\$5.00	\$25.00	\$0.00	\$0.00
TOTALS					\$25.00		\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES
This service agreement is to add a total of 5 Static IPs, one IP per each of the existing 5 Cable HSD connections onsite.

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.



Scott M. Felton
Authorized Customer Signature

SCOTT M. FELTON
Printed Name

COUNTY JUDGE
Title

1/21/20
Date Signed

DocuSigned by:
Ted White
Authorized Grande Signature

Ted white
Printed Name

VP Business Solutions
Title

1/23/2020
Date Signed

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STANDARD TERMS AND CONDITIONS FOR ENTERPRISE SERVICES

ARTICLE 1 – INTRODUCTION; DOCUMENTS COMPRISING AGREEMENT

1.1 **Introduction.** Grande Communications Networks, LLC (“**Provider**”) and its Affiliates provide various facilities-based communications services, including Ethernet transport, dedicated Internet access, voice over fiber, hosted voice, dark fiber, wavelength, colocation and related services (as applicable, the “**Services**”). These Standard Terms and Conditions for Enterprise Services (these “**T&Cs**”) may be incorporated by reference into one or more Service Orders that are executed by and between Provider and the customer specified in such Service Order(s) (“**Customer**”). When so incorporated, these T&Cs together with the applicable Service Order(s) shall be collectively referred to as the “**Agreement**” between Provider and Customer and shall govern Provider’s provision of Services to Customer. For purposes of the Agreement, the term “**Affiliate**” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Each of Provider and Customer may be referred to in the Agreement as a “**Party**” and together as the “**Parties**.”

1.2 **Service Orders.** The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 **Additional Documents Comprising Agreement; Order of Precedence.** The Service Level Agreements attached to these T&Cs as Exhibits (together, the “**SLA**”) constitute a part of these T&Cs. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <https://mygrande.com/PDFs/Grande-Business-Commercial-Acceptable-Use-Policy-06-06-2019.pdf>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <https://mygrande.com/PDFs/Grande-Business-Service-Specific-Terms-and-Conditions-06-06-2019.pdf>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) these T&Cs (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term of a Service Order, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, the Service Order will automatically renew for successive periods of one (1) year (each, a “**Renewal Term**”). During any Renewal Term for a Service Order, either Party may terminate the Service Order at the end of the then-current Renewal Term by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the then-current Renewal Term. The total period of time a Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 **Service Site; Demarcation Points; Equipment.** Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the



"Customer Equipment") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 **Testing, Acceptance and Service Commencement Date.** Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "Service Commencement Date"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 **No Sub-Licensing; Non-Compete.** Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 **Invoicing.** All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "Fees." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.5% per month, or the highest amount allowed by law, whichever is lower.

4.2 **Disputed Invoices.** If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice. Fee disputes unresolved within that time period shall be resolved by the mediation and arbitration procedures set forth in Sections 11.2 and 11.3 below.

4.3 **Applicable Taxes.** All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "Applicable Taxes"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 **Customer Default.** Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “Default”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 **Remedies for Customer Default.** In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 **Provider Default.** Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 **Remedies for Provider Default.** In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 **Early Termination for Customer Convenience.** Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days’ advance written notice to Customer’s account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.1 shall be referred to as “Termination for Customer Convenience.” In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

6.2 **Early Termination for Default.** In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.3 **Termination Charge.** In the event of Termination for Customer Convenience pursuant to Section 6.1 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The “Termination Charge” shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges



that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.4 **Portability; Substitution of Services.** At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 **Definition of Confidential Information.** "Confidential Information" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 **Obligations Regarding Confidential Information.** Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 **General Limitations.** Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 **Service Level Agreement.** Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "Provider Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law,



order, regulation, direction, action or request of any civil or military governmental authority (each, a “Force Majeure Event”). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 **General Provisions.** Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a “Dispute”) arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 11.2 and 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 **Negotiations.** Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a “Dispute Notice”). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service. Any Dispute that is not resolved by negotiation and is not submitted to mediation shall be resolved by binding arbitration pursuant to Section 11.4 below.

11.3 **Mediation.** If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. Any Dispute submitted to mediation that is not resolved within sixty (60) days of submitting the Dispute to mediation shall be resolved by binding arbitration as provided in Section 11.4 below.

11.4 **Binding Arbitration.** Any arbitration hearing shall be before a single neutral arbitrator and shall be held in the New York, New York offices of Judicial Arbitration & Mediation Services, Inc., or a similar professional dispute resolution organization. The arbitration shall be administered pursuant to the commercial arbitration rules and procedures of the American Arbitration Association. The Parties shall equally share the fees of the arbitrator. The Federal Arbitration Act, 9 U.S.C. §§ 1-15, not state law, shall govern the arbitrability of all disputes.

11.5 **Governing Law.** The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Delaware. Any judicial action arising in connection with the Agreement shall be in the Superior Court of the State of Delaware in and for New Castle County, or in the Federal District Court for the District of Delaware, as applicable. Customer waives all defenses of lack of personal jurisdiction and forum non conveniens. ***Each party irrevocably waives, to the fullest extent permitted by law, trial by jury of any disputes, claims or issues arising under the Agreement.***

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing. Notices to Provider shall be directed to Provider’s address set forth below. Notices to Customer shall be directed to Customer’s addresses set forth in the applicable Service Order. Notices will be deemed received (i) the next



business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

Provider's Address for Notices:

Grande Communications Networks, LLC
401 Carlson Circle
San Marcos, TX 78666
ATTN: Facility Account Management
Email: famenterprise@mygrande.com

With a Copy to:

Grande Communications Networks, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 **Entire Agreement; Interpretation.** The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 **No Waiver.** No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 **Attorneys' Fees.** If any proceeding is brought by a Party to enforce or interpret any term or provision of the Agreement, the substantially prevailing Party in such proceeding will be entitled to recover, in addition to all other relief as set forth in the Agreement, that Party's reasonable attorneys' and experts' fees and expenses.

15.4 **Relationship; No Third Party Beneficiaries.** The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.5 **Exhibits.** The following Exhibits, which are attached to these T&Cs, are incorporated herein and by this reference made a part of these T&Cs:

EXHIBIT A - Service Level Agreement for Lit Fiber Services



EXHIBIT B - Service Level Agreement for Dark Fiber Services

15.6 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.7 Counterparts; Electronic Signatures. Any Service Order entered into by the Parties pursuant to these T&Cs may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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EXHIBIT A
to
Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for High Availability Enterprise Services (this "SLA") is a part of is a part of Grande Communications Networks, LLC's ("GRANDE's") Standard Terms and Conditions for Enterprise Services ("T&Cs"). Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by GRANDE: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice. Additionally, the following Sections of this SLA apply to Business Class Internet access Services provided by Grande pursuant to the T&Cs: Section 1, Section 7 and Section 8.

1. AVAILABILITY SLA

GRANDE's Network is designed to provide a target **Availability of at least 99.9%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.9% Availability	Less than 45 minutes	Target Met
	45 Min. up to 4 hours	5%
	> 4 hours up to 12 hours	10%
	> 12 hours up to 18 hours	20%
	> 18 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the GRANDE Network or GRANDE Equipment, GRANDE's CSC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from GRANDE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The GRANDE Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The GRANDE Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and GRANDE does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the GRANDE CSC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The GRANDE Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



“Availability” means the ability of Customer to exchange Ethernet packets with the GRANDE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{l} \% \text{ Availability} \\ \text{(per calendar month)} \end{array} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between GRANDE’s Backbone Network and the Customer’s router port. For Dedicated Internet Access Services, Availability is calculated from the Customer’s router port through the GRANDE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of GRANDE’s targeted MTTR.

“Emergency Maintenance” means GRANDE’s efforts to correct conditions on the GRANDE Network that are likely to cause a material disruption to or outage in services provided by GRANDE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. GRANDE may undertake Emergency Maintenance at any time GRANDE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond GRANDE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by GRANDE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for GRANDE’s delivery of the Services to Customer.

“GRANDE Backbone Network” means GRANDE’s core fiber backbone that connects GRANDE’s POPs and regional hubs.

“GRANDE’s Customer Service Center” or **“GRANDE’s CSC”** means GRANDE’s customer service center, which is staffed 24x7x365 and can be reached at: 877-215-0933.

“GRANDE Network” means all equipment, facilities and infrastructure that GRANDE uses to provide Services to Customer, and includes Customer’s access port. The “GRANDE Network” does not include Customer owned or leased equipment (unless leased from GRANDE), or any portion of Customer’s local area network after the demarcation point for the Services provided by GRANDE.

“Jitter” or **“Network Jitter”** refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by GRANDE across the GRANDE Backbone Network between a sample of GRANDE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on GRANDE’s Network to another designated point on GRANDE’s Network. Latency is calculated as an aggregate average monthly metric measured by GRANDE across the GRANDE Backbone Network between a sample of GRANDE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or **“MTTR”** means the average time required to restore the GRANDE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes GRANDE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the GRANDE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:



$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by GRANDE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by GRANDE across the GRANDE Backbone Network between a sample of GRANDE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the GRANDE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the GRANDE CSC upon notification of a Service-related problem. Trouble Tickets may be generated by GRANDE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the GRANDE CSC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the GRANDE CSC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by GRANDE will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to GRANDE. Credits are exclusive of any applicable taxes charged to Customer or collected by GRANDE.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the GRANDE CSC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the GRANDE CSC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and



- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 GRANDE's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by GRANDE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, GRANDE will evaluate the claim and respond to Customer within thirty (30) days. If GRANDE requires additional information in order to evaluate Customer's claim, GRANDE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives GRANDE's request for additional information in which to provide the requested information to GRANDE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. GRANDE will promptly notify Customer of GRANDE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, GRANDE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, GRANDE will notify Customer of the date on which the requested substitution or termination will occur. GRANDE's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with GRANDE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by GRANDE or GRANDE's Affiliates; (v) Force majeure events; (vi) GRANDE's inability (due to no fault of GRANDE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) GRANDE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) GRANDE's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Standard Terms and Conditions for Enterprise Services

Service Level Agreement for Dark Fiber Services

This Service Level Agreement for Dark Fiber Services (this "SLA") is a part of Grande Communications Networks, LLC's ("GRANDE's") Standard Terms and Conditions for Enterprise Services ("T&Cs"). Unless otherwise provided in the applicable Service Order, this SLA applies to the dark fiber Services provided by GRANDE pursuant to the T&Cs.

1. AVAILABILITY SLA

GRANDE's dark fiber paths are designed to provide a target Availability of at least 99.9% per calendar month. If the Availability target is not met with respect to a given dark fiber path in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, GRANDE's CSC is designed to provide a MTTR of no greater than 6 hours. If the target MTTR is not met for a particular dark fiber path in a given calendar month, and Customer receives a Service from GRANDE on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.



4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Availability" means the dark fibers at issue are available to and accessible by Customer at the specified locations, are capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. GRANDE does not monitor the use or availability of dark fiber Services, thus any Outage must be reported to GRANDE by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of GRANDE's targeted MTTR.

"Emergency Maintenance" means GRANDE's efforts to correct conditions on the GRANDE Network that are likely to cause a material disruption to or outage in Services provided by GRANDE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. GRANDE may undertake Emergency Maintenance at any time GRANDE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond GRANDE's reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by GRANDE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for GRANDE's delivery of the Services to Customer.

"GRANDE's Customer Service Center" or "GRANDE's CSC" means GRANDE's customer service center which is staffed 24x7x365.

"GRANDE Network" means all equipment, facilities and infrastructure that GRANDE uses to provide Services to Customer, and includes Customer's access port. The "GRANDE Network" does not include Customer owned or leased equipment (unless leased from GRANDE), or any portion of Customer's local area network after the demarcation point for the Services provided by GRANDE.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes GRANDE to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket with the GRANDE CSC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by GRANDE. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Grande Network to which Customer's router is connected that is performed during a standard maintenance window (12:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.



provide the requested information to GRANDE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. GRANDE will promptly notify Customer of GRANDE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, GRANDE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, GRANDE will notify Customer of the date on which the requested substitution or termination will occur. GRANDE's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with GRANDE in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by GRANDE or GRANDE's Affiliates; (v) Force majeure events; (vi) GRANDE's inability (due to no fault of GRANDE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) GRANDE's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) GRANDE's inability to deliver Service by Customer's desired due date.

[The remainder of this page is intentionally left blank.]

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: JANUARY 21, 2020

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

1. Regarding the Multiple Site Expansion to Existing
Simulcast Communication System / Radio
Tower Project
 - a. Authorization of Equipment Quote: Tessco (re:
Supplies for Road & Bridge Precincts
Shelters) **Pulled—No
Action Taken**
 - b. Authorization of Shelter Quote: Fibrebond
(re: Road & Bridge, Precincts 2 & 4) **Pulled—No
Action Taken**
 - c. Authorization of Electrical Circuit Quote:
Elliott Electrical Supply (re: Road
& Bridge, Precinct 1 Shelter) **Approved**
2. Authorization of Proposal: Clark Roofing (re:
Justice of the Peace, Precinct 4 Roof
Replacement) **Approved**
3. Regarding the Renovation of Building for IV-D
Court (Bid #19-017) / Agreement with K4
Construction, LLC
 - a. Authorization of Owner Changer Order
No. 9 **Approved**
 - b. Authorization of Change Order Request
No. 014 **Approved**
 - c. Authorization of Change Order Request
No. 015 **Approved**

CD-547, 10:36

PULLED AND NO ACTION TAKEN:

**AUTHORIZATION OF EQUIPMENT QUOTE: TESSCO (RE:
SUPPLIES FOR ROAD & BRIDGE PRECINCTS
SHELTERS)**

AND

**AUTHORIZATION OF SHELTER QUOTE: FIBREBOND
(RE: ROAD & BRIDGE, PRECINCTS 2 & 4)**

**RE: THE MULTIPLE SITE EXPANSION TO EXISTING
SIMULCAST COMMUNICATION SYSTEM / RADIO
TOWER PROJECT**

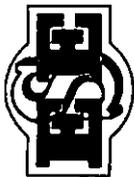
On this the 21 day of January, 2020, came on for consideration the matter of Regarding the Multiple Site Expansion to Existing Simulcast Communication System / Radio Tower Project: Authorization of Equipment Quote: Tessco (re: Supplies for Road & Bridge Precincts Shelters) and Authorization of Shelter Quote: Fibrebond (re: Road & Bridge, Precincts 2 & 4). The Judge directed the Clerk to show Items as Pulled and No Action Taken.

ORDER APPROVING:

**AUTHORIZATION OF ELECTRICAL CIRCUIT QUOTE: ELLIOTT
ELECTRICAL SUPPLY (RE: ROAD & BRIDGE,
PRECINCT 1 SHELTER)**

**RE: THE MULTIPLE SITE EXPANSION TO EXISTING
SIMULCAST COMMUNICATION SYSTEM / RADIO
TOWER PROJECT**

On this the 21 day of January, 2020, came on for consideration the matter of Regarding the Multiple Site Expansion to Existing Simulcast Communication System / Radio Tower Project: Authorization of Electrical Circuit Quote: Elliott Electrical Supply (re: Road & Bridge, Precinct 1 Shelter). After discussion, Commissioner Snell made a motion to approve Item I. 1. c. and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



ELLIOTT ELECTRIC SUPPLY

www.ElliottElectric.com

Quote #42-48429

3325 CLAY AVENUE
WACO, TX 76711
254-752-3331

Page: 1

Customer Account: (4954426) Ship To Information: Customer Phone: 254-757-5156 Customer Job/PO: PER WAYNE
 MCLENNAN COUNTY MCLENNAN COUNTY
 214 N 4TH ST SUITE 100 214 N 4TH ST SUITE 100
 WACO, TX 76701-1404 WACO, TX 76701-1404

• ATTENTION: Do Not Deliver From This Document!

Salesman: Ducey, Kellen Invoice Date: 12/19/2019 Date and Time Printed: 12/19/2019 2:45:13 PM

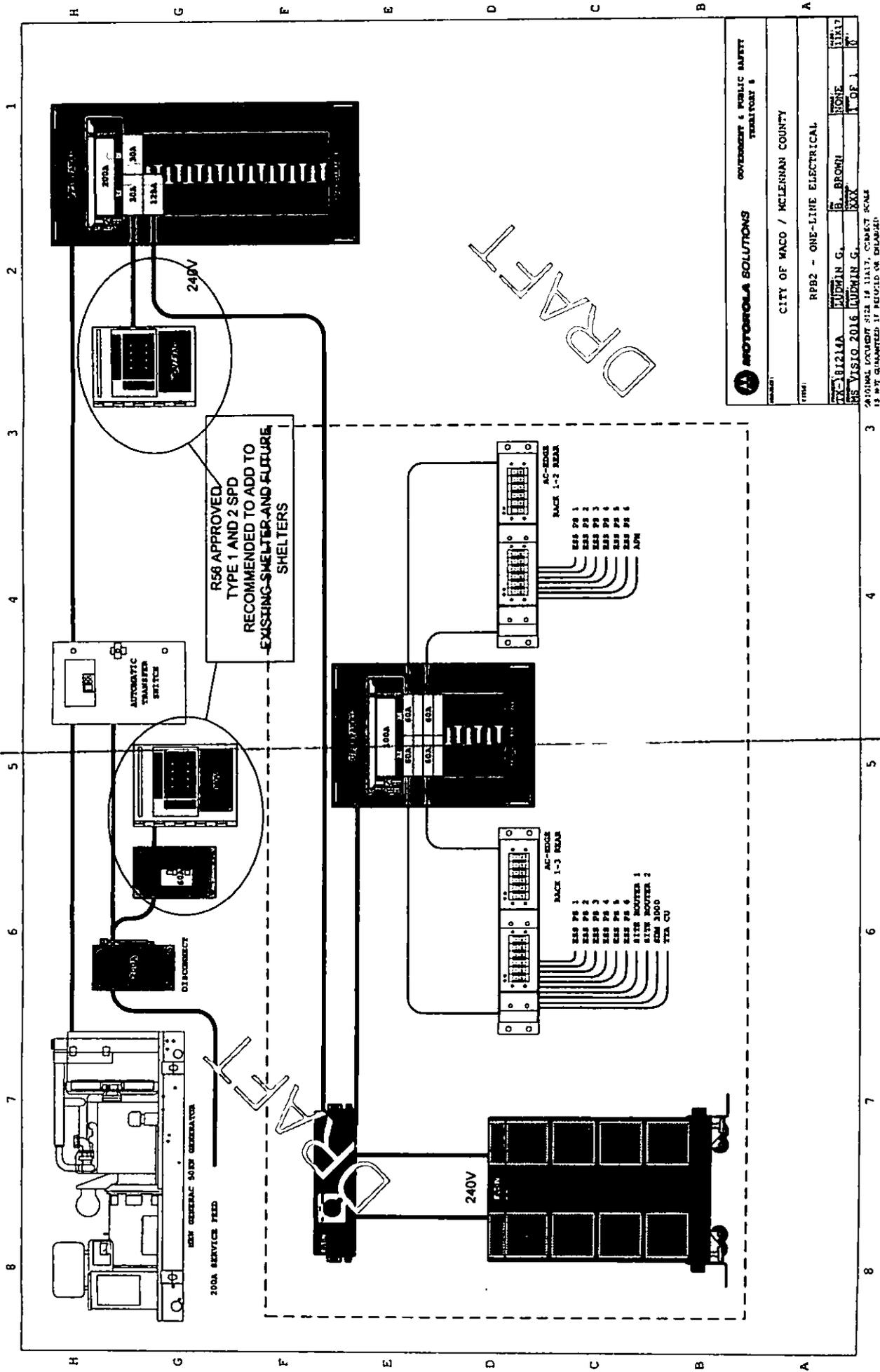
Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	2	SPC160240S8P	CHD	SPD 240V 1PH	\$ 900.00	E	\$ 1,800.00
2	1	DG222NRB	CHD	60A/2P GD FUSIBLE SAFETY SWITCH W/NEUT 240V NEMA 3	\$ 150.90	E	\$ 150.90
3	2	ECNR60	EDN	60A 250V TD CLASS RIKS	\$ 11.81	E	\$ 23.62
Total:							\$ 1,974.52

Customer Information: 10 day lead time on surges

APPROVED BY COMMISSIONERS COURT

THIS 31 DAY OF JAN 29 20

COUNTY JUDGE



MOTOROLA SOLUTIONS GOVERNMENT & PUBLIC SAFETY TERRITORY 6

CITY OF WACO / MCLENNAN COUNTY

RPB2 - ONE-LINE ELECTRICAL

DATE: 12/12/14 DRAWN BY: B. BROWN CHECKED BY: J. K. WILSON

REV: 01/16/16 DRAWN BY: B. BROWN CHECKED BY: J. K. WILSON

OF 1

13 W/ GUARANTEED 17 HOURS OF SERVICE

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

FILED JAN 21 2020

By: Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

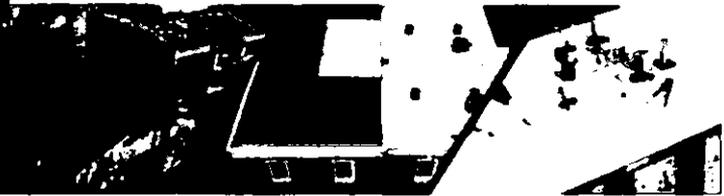
**AUTHORIZATION OF PROPOSAL: CLARK ROOFING (RE:
JUSTICE OF THE PEACE, PRECINCT 4 ROOF
REPLACEMENT)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Proposal: Clark Roofing (re: Justice of the Peace, Precinct 4 Roof Replacement). After discussion, Commissioner Perry made a motion to approve and it was seconded by Commissioner Jones. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

CLARK ROOFING
The Best. Pursued by the Best!
 www.ClarkRoofingTX.com
 254 374-4477
 22010 Woodway Dr Waco TX 76712



TPO • PVC • TILE • SLATE • METAL • SHINGLES



P.O. BOX 20187 - Waco, Texas 76702 (254) 374-4477

12/16/2019

Submitted To: McLennan County Address: 415 North Johnson Drive
 Project Number: _____ City: McGregor State: Texas Zip: _____
 Phone Number: _____ Email: tj.jackson@co.mclennan.tx.us
 Project Name: McLennan County JP4 Roof Replacement

Commercial Roof System Replacement Or Repairs

PROPOSAL

Scope of work: - Roof System Overlay & Associated Metals	
Install 1/2" Fiberboard On All Existing EPDM Surfaces (Slit Original Roof To Allow Breathing)	
Slit Existing TPO Roof Surfaces To Allow Installation of new 60 MIL TPO Roof System	
Install 60 MIL TPO Roof System (Mechanically Attached)	
Install new parapet wall flashing on all existing low profile parapet walls & Seal	
Install new 1" aluminum all purpose termination bar, fasteners, sealants around all interior parapet walls	
Install all new TPO Clad retro-fit pipe drains into existing cast iron baskets (3" & 4")	
Provide expansion joint between new roof and old roof	
Flash & install new HVAC curb flashing and termination required for roof warranty	
Provide on-site roll off container to dispose of all construction waste	
Work should be done on weekends to prevent disturbances to court sessions	
<i>Provide 5 year workmanship warranty & 20 year manufactures system warranty / Wind Warranty</i>	
<i>Puncture Warranty For 2 Years After Completion - NO CHARGE REPAIRS - EXCLUDES HAIL DAMAGE</i>	
SEE ALL ATTACHED DETAIL DOCUMENTS - LINE ITEM TAKE OFF - ATTACHED PLANS	
Exclusions:	<i>The following are excluded from this proposal: Electrical, Plumbing, Mechanical, HVAC, Painting</i>
	<i>Bonds, In Ground Plumbing, Below Deck Plumbing, Condensate Lines, HVAC Curbs, Plumbing stands, canopies</i>
	<i>Wood Blocking, Sheathing/Decking, Below Deck Insulation, Vapor Barriers, Non Roof Related Flashings, Trim, Landscaping</i>
	<i>*Satellite/Dish/Attennas connections, disconnects, adjustments, alignments, Taxes</i>

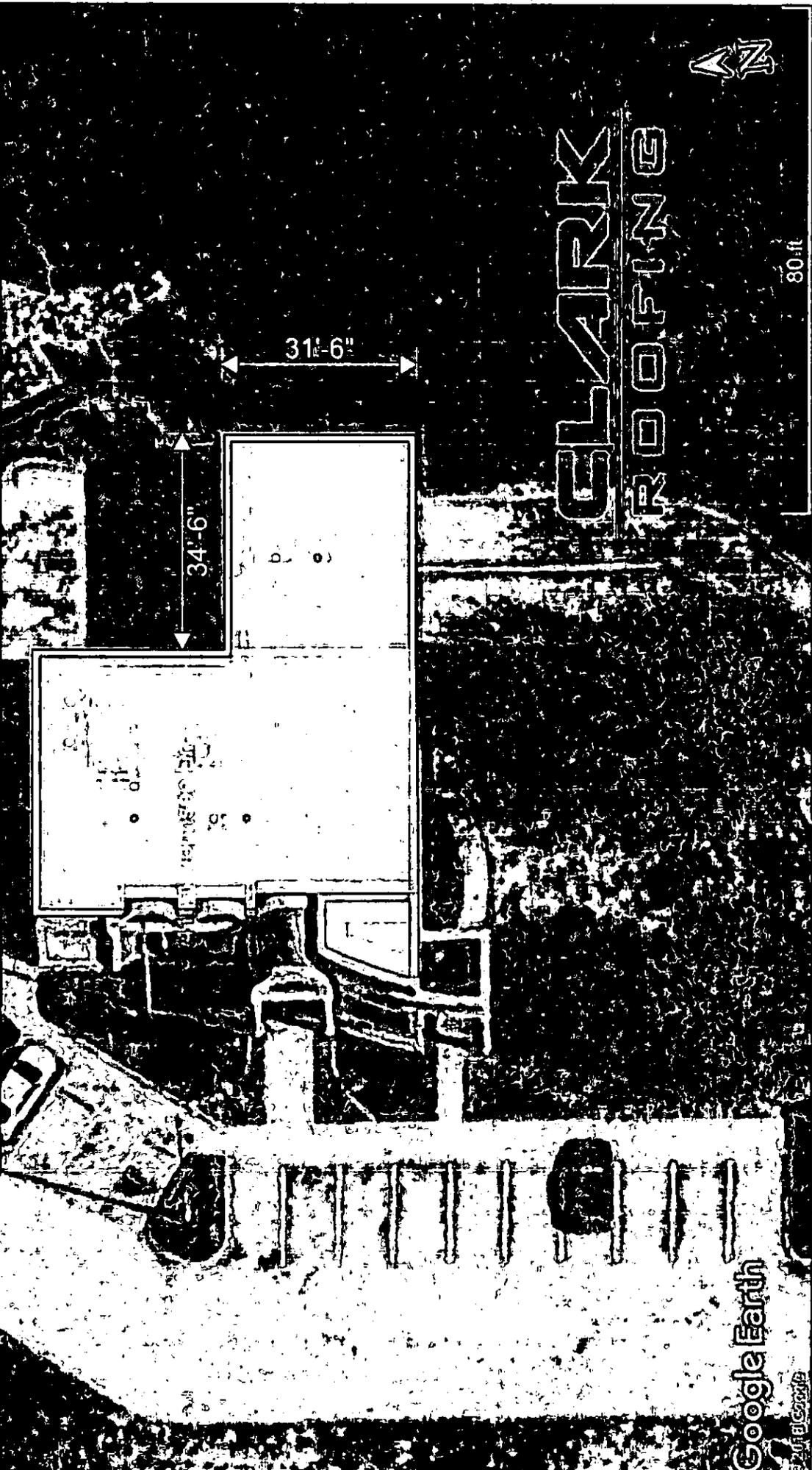
Proposed Terms & Conditions:	Proposal Amount:	\$ 24,889.79
<p><i>The owner or agent of property or building listed above hereby agree to the following terms & conditions: Scope of work as specified above, Payment terms (Deposit if required), Payment in full upon completion of project, any and all exclusions as detailed above or attached to this proposal. - Warranties will not be issued until payment in full is received. If project is taxable applicable taxes are included in proposal.</i></p>		<p>X <i>Scott M. Felton</i> SCOTT M. FELTON, COUNTY JUDGE Owner/Manager 1/21/20</p>

www.clarkroofingtx.com

Legend
 415 N Johnson Dr

McLennan Cty
 JP 4 Court

- 3463.9 SQ FT
 - 1334.3 SQ FT
 - 3741.2 SQ FT
 - 268.4 FT
 - 69.2 FT
 - 273.1 FT
 - 3.0 EA
 - 1.0 EA
 - 4.0 EA
- ① Silt Existing Membrane For Overlay
 - ② 360 MIL TPO (Fully Adhered) Top Of Parapet Wall
 - ③ 360 MIL TPO (Mechanically Attached) Over 1/2" Fiberboard
 - ④ 24 Ga Off-White Parapet Cap & Cleat (Flat system)
 - ⑤ Aluminum All Purpose Termination Bar / Off-White HVAC Flashing
 - ⑥ 1" Aluminum All Purpose Termination Bar / Fasteners / Sealants
 - ⑦ 4" TPO Retrofit Roof Drain & Basket (Primary)
 - ⑧ 4" TPO Retrofit Roof Drain & Basket (Overflow)
 - ⑨ 3/4" - 8" TPO Pipe Boot / Clamp / Sealant



CLARK ROOFING



80 ft

Name	Qty	Units
Slit Existing Membrane For Overlay	3463.87	SQ FT
60 MIL TPO (Fully Adhered) Top Of Parapet Wall	334.79	SQ FT
Wood Fiber 1/2"	11	Sheets
60 Mil TPO Fully Adhered 6 x 100	0	
Labor To Install	3.35	Sqrs
60 Mil TPO 6' x 100'	1	Rolls
TPO Cut Edge Sealant	1	Bottles
Weathered Membrane Cleaner	1	Gallons
T Patches TPO	4	Each
Rags	1	Boxes
TPO Solvent Bond Adhesive (5 Gal)	2	Pail
Adhesive Roller Pads 9"	1	Pads
9" Roller Frame	1	Frames
2-1/4" Fasteners 1000	1	Buckets
3" Insulation Plates 1000	1	Buckets
60 MIL TPO (Mechanically Attached) Over 1/2" Fiberboard	3741.16	SQ FT
60 Mil TPO Mechanically Attached 10 x 100	0	
Labor To Install	37.4	Sqrs
60 Mil TPO 10' x 100'	4	Rolls
TPO Cut Edge Sealant	1	Bottles
Weathered Membrane Cleaner	1	Gallons
T Patches TPO	38	Each
Rags	1	Boxes
Wood Fiber 1/2"	117	Sheets
7" HDP #14 Membrane Fasteners 500	2	Buckets
2.4" Membrane Plates 1000	2	Boxes
36' ft Sky Track 6k	1	Weeks
Fuel 4.95 Gallon	5	Gallons
Equipment Pickup/Deliver	1	
Equipment Taxes	1	
4" TPO Retrofit Roof Drain Basket (Primary)	3	EA
4" TPO Retro Fit Roof Drain	3	EA
Water Cut Off Mastic 11oz	6	Tubes
4" TPO Retrofit Roof Drain Basket (Overflow)	3	EA
4" TPO Retro Fit Roof Drain	3	EA
Water Cut Off Mastic 11oz	6	Tubes
3/4" - 8" TPO Pipe Boot, Clamp, Sealant	4	EA
3/4" x 8" TPO Pipe Boot	4	Each

Name	Qty	Units
● Install Pipe Boot, Weld, Clamp, Caulk	4	Boots
☒ 24 Ga Off White - Parapet Cap Cleat (Flat system)	258.39	FT
● 3" x 16" x 3" Metal Coping Cap	0	
● * Aluminum Pre-Finished Coping	27	Pieces
● * Install Aluminum Pre-Finished Coping	27	Pieces
☒ 1" Aluminum All Purpose Termination Bar / Off White HVAC Flashing	58.18	FT
● All Purpose Termination Bar 10'ft	5.82	Pieces
● Water Cut Off Mastic 11oz	6	Tubes
● Duralink 35 White 10.1oz	3	Tubes
● Surface Mounted Prefinished Metal	0	
● Surface Mounted Prefinished Metal	7	Pieces
● Install Surface Mounted Prefinished Metal	7	Pieces
☒ 1" Alluminum All Purpose Termination Bar, Fasteners, Sealants	273.06	FT
● All Purpose Termination Bar 10'ft	27.31	Pieces
● Water Cut Off Mastic 11oz	28	Tubes
● Duralink 35 White 10.1oz	14	Tubes
◆ MFG Warranty (Min Charge \$525.00)	3741	SF
● Dumpster 30 CY	1	EA
◆ Overhead	1	Days

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF OWNER CHANGE
ORDER NO. 9;**

**AUTHORIZATION OF CHANGE ORDER
REQUEST NO. 014**

AND

**AUTHORIZATION OF CHANGE ORDER
REQUEST NO. 015**

**RE: THE RENOVATION OF BUILDING FOR IV-D
COURT (BID #19-017) / AGREEMENT WITH K4
CONSTRUCTION, LLC**

On this the 21 day of January, 2020, came on for consideration the matter Regarding the Renovation of Building for IV-D Court (Bid #19-017) / Agreement with K4 Construction, LLC: Authorization of Owner Change Order No. 9; Authorization of Change Order Request No. 014 and Authorization of Change Order Request No. 015. 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorizations be, and the same are hereby, Approved by unanimous vote.

K4 Construction, LLC
 PO Box 23737
 Waco TX 76702
 Phone: 254-662-9311



Owner Change Order

OCO Number: 00000009
 Date: 1/11/2020
 Project Number: 1911
 Contract Date: 5/7/2019

To: McLennan County 415 N Johnson Dr McGregor TX 76657	Project: McLennan Co. Child Support 420 N. 6th Street Waco TX 76701
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Total Accepted Contract Change Amount 2,080.00

Included Change Order Requests

CO#	Description	Date	CMR Accepted Contract Change
013	Add for enlarged scope at corner curb ramp = \$2,271.00 total (\$191 was taken out of the remainder of the Owner Contingency (with no mark-up on it) and the remainder of \$2,080 to be added to the contract)	1/11/2020	2,080.00

Accepted By:

K4 Construction	McLENNAN COUNTY	
Contractor (Company Name)	Owner (Company Name)	Other (Company Name)
By (Signature)	By (Signature)	By (Signature)
Julie Ellison	SCOTT M. FELTON	
Printed Name	Printed Name COUNTY JUDGE	Printed Name
01-22-2020	1/21/20	
Date	Date	Date

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
 Deputy

K4 Construction, LLC
PO Box 23737
Waco TX 76702

254-662-9311



Change Order Request

COR Number: 014

Date: 1/11/2020

Project Number: 1911

Contract Date: 5/7/2019

To:	Project:
McLennan County 415 N Johnson Dr McGregor TX 76657	McLennan Co. Child Support 420 N. 6th Street Waco TX 76701

Description of Change:

Replace all existing Aluminum Sash Windows (total of 15 openings), including the following = \$12,580.00

-Remove existing windows

-Prepare opening - this will include removing the rock from the inside face of the aluminum Z trim. The window sub would like to do this so that he can mount the new frame near the face of the new metal panel to try and prevent water from coming back into the window opening. It is near impossible to waterproof the existing exterior wall since it has the rock on the face of the cmu, but we would like to do what we can to keep water from coming in around the window openings (as best as possible due to existing conditions).

-Sub sill flashing and window head flashing with drip edge.

-Furnish and install new 2"x4.5" Non-Thermal flush glaze frame system with 1" tinted low E insulated glass

-This is quoted for normal work hours (depending on when material is ordered, this may not be ready for install until after the building is complete).

Project Original Contract Sum	766,002.00
Total of Previously Approved Change Orders	9,694.00
Contract Amount Prior to this Change Order	775,696.00
Proposed Contract Amount of this Change Order	12,580.00
Proposed Contract Amount Including this Change Order	788,276.00

K4 Construction, LLC
 PO Box 23737
 Waco TX 76702

254-662-9311



Change Order Request

COR Number: 015

Date: 1/11/2020

Project Number: 1911

Contract Date: 5/7/2019

To:	Project:
McLennan County 415 N Johnson Dr McGregor TX 76657	McLennan Co. Child Support 420 N. 6th Street Waco TX 76701

Description of Change:

Replace existing Entry Storefront, including the following = \$10,443.00:

- Remove existing storefront
- Furnish and install new 2"x4.5" Non-Thermal Flush Glaze Framing system with 1" tinted low E insulated glass
- As discussed, this is quoted in smaller, more manageable pieces - that way if a panel does ever get vandalized or broken - it will be easier to deal with.
- Doors and hardware not included in this quote - already part of the contract.
- This is quoted for normal work hours (depending on when material is ordered, this may not be ready for install until after the building is complete).

Project Original Contract Sum	766,002.00
Total of Previously Approved Change Orders	9,694.00
Contract Amount Prior to this Change Order	775,696.00
Proposed Contract Amount of this Change Order	10,443.00
Proposed Contract Amount Including this Change Order	786,139.00

Accepted By:

K4 Construction	<u>McLENNAN COUNTY</u>	
Contractor (Company Name)	Owner (Company Name)	Subcontractor/Supplier (Company Name)
<u>Julie Ellison</u>	<u>Scott M. Felton</u>	
By (Signature)	By (Signature)	By (Signature)
Julie Ellison	SCOTT M. FELTON	
Printed Name	Printed Name	Printed Name
01-22-2020	COUNTY CLERK	
Date	1/21/20	Date
	Owner's Change Order Number	

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

FILED: **JAN 21 2020**

AGENDA: JANUARY 21, 2020

K. Grants / Grant Proposals:

1. Regarding the State Criminal Alien Assistance Program (SCAAP): Acceptance of FY 19 Grant Award **Approved**

2. Regarding the Heart of Texas Council of Governments (HOTCOG) / Texas Commission on Environmental Qualities (TCEQ) Environmental Development Grant: Authorization of Solid Waste Program Funding Application Submission (re: Road & Bridge, Precincts 1 - 3) **Approved**

3. Regarding the Texas Community Development Block Grant (TxCDBG): Ratification of Exemption Request from State Historical Preservation Officer (SHPO) Reveiw (re: Water and Sewer Improvements in the Unincorporated Community of Elm Mott) **Approved**

CD-547, 10:40

ORDER APPROVING:

ACCEPTANCE OF FY 19 GRANT AWARD

**RE: THE STATE CRIMINAL ALIEN ASSISTANCE
PROGRAM (SCAAP)**

On this the 21 day of January, 2020, came on for consideration the matter Regarding the State Criminal Alien Assistance Program (SCAAP): Acceptance of FY 19 Grant Award. After discussion, Commissioner Perry 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

From: SCAAP (ojo@public.govdelivery.com)
To: regan.copeland@co.mclennan.tx.us
Subject: State Criminal Alien Assistance Program – FY 2019 SCAAP Award Announcement
Date: Tuesday, December 31, 2019 12:30:43 PM

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year (FY) 2019 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. The 2019 SCAAP award amounts are listed on the SCAAP website.

Please follow the instructions below to accept your FY 2019 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 2019 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 **Action**
https://www.bja.gov/Funding/19SCAAP_Program_Requirements.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 2019 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 scaap@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.

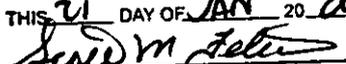
Thank you

SCAAP Program Team

Bureau of Justice Assistance

This email was sent to regan.copeland@co.mclennan.tx.us using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

WARNING: THIS MESSAGE MAY BE FROM AN OUTSIDE SOURCE. PLEASE DO NOT CLICK ON ANY LINKS OR OPEN ANY ATTACHMENTS IF YOU ARE NOT EXPECTING THE MESSAGE AND/OR DO NOT RECOGNIZE THE SENDER.

AWARD ACCEPTANCE
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

From: JBIHelpDesk (JBIHelpDesk@jbi-ltd.com) [<mailto:JBIHelpDesk@jbi-ltd.com>]
Sent: Tuesday, December 31, 2019 6:13 PM
To: dustin.chapman@co.mclennan.tx.us
Subject: FY 2019 SCAAP Award Drawdown Instructions!

Justice Benefits, Inc.

Dustin Chapman
County Administrator
McLennan County, TX

Great News! BJA has activated the drawdown link in the Grants Management System; therefore, you can now log in to the GMS and drawdown your award!

Award: \$80,716.00

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**AUTHORIZATION OF SOLID WASTE PROGRAM FUNDING
APPLICATION SUBMISSION (RE: ROAD & BRIDGE,
PRECINCTS 1 - 3)**

**RE: THE HEART OF TEXAS COUNCIL OF GOVERNMENTS
(HOTCOG) / TEXAS COMMISSION ON ENVIRONMENTAL
QUALITIES (TCEQ) ENVIRONMENTAL
DEVELOPMENT GRANT**

On this the 21 day of January, 2020, came on for consideration the matter of Regarding the Heart of Texas Council of Governments (HOTCOG) / Texas Commission on Environmental Qualities (TCEQ) Environmental Development Grant: Authorization of Solid Waste Program Funding Application Submission (re: Road & Bridge, Precincts 1 - 3). After discussion, Commissioner Snell made a motion to approve the submission of the grant (including the Resolution) and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



Judge Don Pool
President

Councilmember Mike Thompson
Vice President

Judge Linda Grant
Secretary/Treasurer

Russell Devorsky
Executive Director

HEART OF TEXAS COUNCIL OF GOVERNMENTS

Request of Applications for Environmental Development Grant Funding

The Heart of Texas Council of Governments (HOTCOG) in cooperation with Texas Commission on Environmental Quality (TCEQ) announces the availability of Environmental Development Grant Funds for Fiscal Years 2020 and 2021, and issues this request for applications as of November 26, 2019. The application deadline is January 17, 2020. Funding is available for Environmental Development Projects within Bosque, Falls, Freestone, Limestone, Hill and McLennan Counties.

The purpose of this program is to provide funding for eligible local and regional municipal environmental management projects. Funding for this program is provided through a grant from the TCEQ.

Authorized project categories include:

Local Enforcement (prevention of illegal dumping, educating the public on illegal dumping laws and regulations), Litter and Illegal Dumping Clean-up and Community Collection Events, Source Reduction and Recycling (projects that provide a direct and measurable effect on reducing the amount of municipal solid waste for reuse or recycling), Local Solid Waste Management Plans, Citizens' Collection Stations and "Small" Registered Transfer Stations, Household Hazardous Waste Management and events, Technical Studies (research and investigations assessing possible risks to human health or the environment associated with landfill at the local level), Educational and Training Projects, and "Other" (such as a tire collection event).

The following public entities are eligible for grant funding under this program:

- Cities
- Counties
- Public Schools and School Districts (excluding universities and other post-secondary education institutions)
- General and Special Law Districts created in accordance with State and with the authority and responsibility for water quality protection or municipal solid waste management (e.g. river authorities and municipal utility districts)
- Council of Governments

Non-profit organizations and private companies are not directly eligible, but may be subcontracted by eligible public entities.

If you have questions or would like to receive an application, please contact Falen Bohannon at (254) 292-1870, or email falen.bohannon@hot.cog.tx.us. Grant applications will be available via email or in person at the address below:

Heart of Texas Council of Governments
1514 South New Road
Waco, TX. 76711

Heart of Texas Council of Governments
FY 2020-2021 Regional Solid Waste Grants Program

Form 1. Application Information and Signature Page

McLennan County
Applicant:

Funding Amount Proposed:

501 Washington Ave.

254-757-5049
Phone

Waco, TX 76701
Address

254-757-5196
Fax

Dustin Chapman
Contact Person

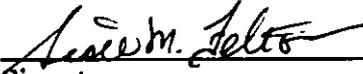
Date Submitted:

Project Category

- Local Enforcement
- Litter and Illegal Dumping Cleanup and Community Collection Events
- Source Reduction and Recycling
- Local Solid Waste Management Plans
- Citizens' Collection Stations and "Small" Registered Transfer Stations
- Household Hazardous Waste (HHW) Management
- Technical Studies
- Educational and Training Projects
- Other (The COG should add other project categories if authorized)

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.


Signature

County Judge
Title

Scott M. Felton
Typed/Printed Name

1/21/20
Date

For Use By {COG Name}

Date application was received: _____

Does the application meet all of the required screening criteria: _____ Yes _____ No

Is the application administratively complete: _____ Yes _____ No

Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the COG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. Authorized Project Representative.

The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Scott M. Felton

Signature

County Judge

Title

Scott M. Felton

Typed/Printed Name

1/21/20

Date

2. Authorized Financial Representative.

In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Frances Bartlett

Signature

Frances Bartlett

Typed/Printed Name

County Auditor

Title

01/22/20

Date

Form 3. Certifications and Assurances

Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help the COG to ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. Authority to Sign Application

The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. Application Contains No False Statements

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that the COG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City
- b. County
- c. Public school or school district (not including Universities or post-secondary educational institutions)
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
- e. Council of Governments

4. Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

5. Debarment from State Contracts

Applicant certifies that it is not barred from participating in state contracts by the State of Texas Comptroller of Public Accounts under the provisions of §2155.077, Government Code.

6. Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

7. Consideration of Private Industry

The following certification only applies if the project is under one of the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Educational and Training Projects category
- d. Other *{If the COG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.}*

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

8. Consistency with Regional Solid Waste Management Plan

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the RSWMP of the COG.

9. Technical Feasibility

Applicant certifies that it has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be

satisfactorily completed within the grant period as set forth in the Request for Applications.

10. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

11. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 1701 of the Texas Occupations Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 1701, Texas Occupations Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and the COG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standard Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the UGMS and the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in TCEQ Recycling Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the COG or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the COG on a schedule established by the COG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the COG with a follow-up results report approximately one year after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by the COG.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 2013.

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor's Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 through 5.167, (collectively UGMS) Governor's Office Regulations. Provisions of the Single Audit Circular in Part IV of the UGMS apply to all recipients of funding under this grant.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Form 4. Resolution

A resolution authorizing the application must be approved by the governing body of the Applicant. Following this page is an example Resolution Form that may be used to prepare the required resolution.

To complete your application, please remove this page and replace it with a signed resolution of your entity's governing body.

Project Application
Form 4

Resolution

Resolution of McLennan County authorizing the filing of a grant application with the Heart of Texas Council of Governments for a regional solid waste grants program grant; authorizing Dustin Chapman to act on behalf of McLennan County in all matters related to the application; and pledging that if a grant is received McLennan County will comply with the grant requirements of the Heart of Texas Council of Governments, the Texas Commission On Environmental Quality and the State of Texas.

Whereas, the Heart of Texas Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

Whereas, McLennan County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

Now, therefore, be it resolved by McLennan County in Waco, Texas;

1. That Dustin Chapman is authorized to request grant funding under the Heart of Texas Council of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of McLennan County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, McLennan County will comply with the grant requirements of the Heart of Texas Council of Governments, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed and approved by the McLennan County Commissioners Court in Waco, Texas, on this the 21 day of JANUARY, 2020.

Scott M. Felton

(Signature of Authorized Official)

Scott M. Felton

(Typed or Printed Name)

McLennan County Judge

(Title)

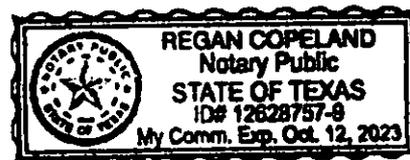
Regan Copeland

(Notary Signature)

REGAN COPELAND

(Type or Printed Name)

10/12/23
(Commission Expires)



Form 5: Explanation Regarding Private Industry Notification

Applicable to Applicants under the following grant categories:

1. Source Reduction and Recycling
2. Citizens' Collection Stations and "Small" Registered Transfer Stations
3. A demonstration project under the Educational and Training Projects category
4. Other *(If the COG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.)*

Form 5a. List of Private Service Providers Notified

Private Service Providers Contacted	Name and Position	Telephone Number	Date Notified
Liberty Tire	Tiffany Hubbard, Sales	877-865-2253	1/13/2020
Progressive Waste Solutions	Laurie, Customer Service	254-840-4060	1/16/2020
Kerr Waste Services	Dwayne Kerr, Owner	254-296-2376	1/13/2020
Flat Creek Solution	Krista Jimenez, Office Admin.	254-307-9211	1/13/2020

Project Application

Form 5a

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

Chrissy Brault spoke with the following:

- Flat Creek Solutions- The cost of a 30 yard roll off dumpster up to 2000 pounds will be \$249 for a rental of 7 days (each additional day will be an additional \$5 per day). For each additional 2000 pounds there will be a \$40 charge.
- Kerr Waste Services – If you rent 5 dumpsters for 7 days the cost of each dumpster will be \$475 (this includes 4 tons of trash).
- Progressive Waste Services – One (1) 40 yard dumpster would be \$1050 and would include deliver, pickup, and disposal of the first 3 tons. There would be an additional charge of \$40 per ton after the first 3 tons, and a \$9 per day rental fee.

Becky Stevens spoke with Tiffany Hubbard at Liberty Tire and the tire trailer cost will be \$2,300.

Project Application
Form 5b

Form 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project, and how the project will assist in implementing the plan. Refer to the application instructions when completing these forms. If necessary, attach additional pages for each form.

Form 6a. Project Description

McLennan County Precinct 1, 2, and 3 would each like to hold 2 amnesty events – one in the Fall of 2020 and one in the Spring of 2021.

The location of each Clean-up day would be at the designated County Precinct yard.

At this time, we would need 1 tire trailers and 5 dumpsters for household trash at each event.

Precinct 1- Bruceville-Eddy, Golinda, Lorena, Moody and Robinson along with the rural areas of the precinct.

Precinct 2 – Axtell, Bellmead, Hallsburg, Mart, and Reisel along with the rural areas of the precinct.

Precinct 3 – Elm Mott, Gholson, Lacy Lakeview, Leroy, Ross, and West along with the rural areas of the precinct.

We would advertise by sending information on the Amnesty day to the Cities to be included in water bills, send the information to local Community Newspapers, hang up, phone calls, put up flyers in local restaurants, City Halls and other business throughout the precinct in which the Clean-Up Event is scheduled.

We believe these actions will show the residence that there is a concern about actions they might take which are unfriendly to the environment and also to establish that these actions will be a huge benefit to maintain a cleaner and healthier environment.

Project Application
Form 6a

Form 6b. Project Cost Evaluation

(add additional pages as necessary)

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Flat Creek Solutions:

Precinct 1 – 5 Roll-off @ \$249 each (+\$40 ton) x 2 events = \$4,090

TOTAL: \$4,090

Kerr Waste Management:

Precinct 3- 5 Roll-offs @\$425 each x 2 events = \$4,250

TOTAL: \$4,250

Progressive Waste:

Precinct 2- 2 40 yard Roll-off @\$1050 each(+40 p. ton) x 2 events = \$4,680

TOTAL: \$4,680

Liberty Tire:

Precinct 1 – 1 Tire Trailers @\$2,300 each x 2 events = \$4,600

Precinct 2 – 1 Tire Trailers @\$2,300 each x 2 events = \$4,600

Precinct 3 – 1 Tire Trailers @\$2,300 each x 2 events = \$4,600

TOTAL: \$13,800

Project Application
Form 6b

Form 6c. Level of Commitment of the Applicant

(add additional pages as necessary)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

McLennan County has supported Clean-Up Days for many years. Each Precinct has been an active participant in the events.

Precinct 1 – Usually holds an Amnesty Day event in February of each year

Precinct 2- The Precinct 2 yard hold a 5 day event open during normal business hours and allows constituents to drop off tires and trash items to their Precinct Yard.

Precinct 3- Holds a Tire & Clean-Up day on the third Thursdays of April and October each year.

List any previously demonstrated commitment to preferred solid waste management practice, such as: implementing other solid waste management projects; involvement in a local or sub-regional solid waste management plan or study; membership in an environmental activity.

When each Precinct hosts these one day events they utilize their staff and McPups crews to help with off load of trailers and trucks. With the events being held at the Precinct yards it allows for preparations and also an easy way to control traffic and keep order with dropping off tires and household items. These events have been very successful in the past.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations, and present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

The last Grant awarded from the HOTCOG funds was in 2017. That year Precinct 1 was able to have 1 Amnesty Day and they disposed of approximately 13.5 tons of trash and 750 tires. With the success of the event in 2017, this will allow us to get an additional 2 roll offs and an additional tire trailer.

Project Application
Form 6c

Form 6d. Scope of Work

(See application instructions. Add additional pages as necessary)

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by the COG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- ❖ Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the project description on Form 6a).
- ❖ Specific task statements with responsible entity identified.
- ❖ List of deliverables/products/activities under each task.
- ❖ Schedule of deliverables.

At each of our Clean-Up events we will provide 5 roll-off dumpsters and 2 tire trailers for citizens to discard their tires, general items and trash. This is an opportunity for citizens to clean up around their homes and neighborhoods and allow citizens to live in a clean and healthier environment. Each Precinct will hold the Clean-Up Event in its own Precinct. Each Precinct will utilize its McPups Deputy and an inmate work crew. Hosting the Clean-Up at the Precinct's yard it provides a neutral location and it is locked up on nights and weekends to help control the dumping.

**Project Application
Form 6d**

Form 7. Grant Budget Summary

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category		Funding Amount
1.	Personnel/Salaries	\$ 0
2.	Fringe Benefits	\$ 0
3.	Travel	\$ 0
4.	Supplies	\$ 0
5.	Equipment	\$ 0
6.	Construction	\$ 0
7.	Contractual	\$ 0
8.	Other	\$ 26,820
9.	Total Direct Charges (sum of 1-8)	\$ 26,820
10.	Indirect Charges*	\$ 0
11.	Total (sum of 9 - 10)	\$ 26,820
12.	Fringe Benefit Rate:	%
13.	Indirect Cost Rate:	%
<p>Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:</p> <p>*In accordance with the UGMS, indirect charges may be authorized if the Applicant has an indirect cost rate properly filed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.</p> <p>Please complete any of the following detailed budget forms that are applicable.</p>		

Project Application
Form 7

Form 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: \$0.00

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

n/a

In-Kind Services: \$14,850.37 (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

Precinct 1 & Precinct 3

LABOR

We would provide workforce to help at our Precinct's designated event. This would consist of 1 Sr. Equipment Operator, 1 Equipment Operator, 2 Heavy Truck Driver, and one McPup's Deput who will provide inmates to help at the event as well. Each Clean-up day would be 8 hours. 2 Clean-up days at 8 hours = 16hours of work time.

Sr. Equipment Operator – \$24.90 per hour x 16 hours = \$398.52

Equipment Operator - \$23.08 per hour x 16 hours = \$369.33

Heavy Truck Driver- \$22.45 per hour x 16 hours x 2 employees = \$718.46

McPup Deputy - \$24.07 per hour x 16 hours = \$385.12

Plus Benefits:

FICA 6.2%

Medicare 1.45%

Retirement 14.4%

TOTAL LABOR: \$4,568.18

EQUIPMENT

Equipment pricing is based on the 2019 FEMA rates. Each piece of equipment would be used approximately 4 hour per day during the event x 2 events total 8 hours of use.

Excavator = \$109.03 per hour = \$872.24

Loader = \$98.48 per hour = \$787.84

TOTAL EQUIPMENT: \$3,320.16

Precinct 2

LABOR

Sr. Equip Operator - \$24.90 per hour x 80 hours = \$1,992.00

McPup Deputy - \$24.07 per hour x 80 hours = \$1,925.60

Plus Benefits:

FICA 6.2%

Medicare 1.45%

Retirement 14.4%

TOTAL LABOR: \$4,781.43

EQUIPMENT

Equipment pricing is based on the 2019 FEMA rates. Each piece of equipment would be used approximately 2 hours per day during the event x 2 events total 20 hours of use.

Excavator = \$109.03 per hour = \$2,180.60

TOTAL EQUIPMENT: \$2,180.60

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

\$ 41,240.37

Project Application

Form 7a

Form 7b: Detailed Personnel/Salaries Expenses

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions must be approved in advance by the COG.

Position Title	Function	FTE	Status	Monthly Salary
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
Total <i>(Must equal Line 1 of the Overall Budget Summary)</i>		\$		

Project Application
Form 7b

Form 7c: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost
		\$
		\$
		\$
		\$
		\$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the COG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the COG will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
			\$
			\$
			\$
Total Travel Expenses <i>(Must equal Line 3 of the Overall Budget Summary)</i>		\$	

Form 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies	\$
Other supplies (<i>explain below</i>):	\$
TOTAL (<i>Must equal Line 4 of the Overall Budget Summary</i>)	\$

Project Application
Form 7d

Form 7e: Detailed Equipment Expenses

All equipment purchases must be pre-approved by the COG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the COG before the costs are incurred.

Equipment (\$5,000 or more per unit) (<i>Show description, type, model, etc.</i>)	Unit Cost	No. of Units	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$
Total (<i>Must equal Line 5 of the Overall Budget Summary</i>)			\$

Project Application
Form 7e

Form 7f: Detailed Construction Expenses

All construction projects must be pre-approved by the COG. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the COG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions).

Types of Construction	Subcontracted Yes/No	Estimated Cost
		\$
		\$
		\$
		\$
		\$
Total <i>(Must equal Line 6 of the Overall Budget Summary)</i>		\$

Project Application
Form 7f

Form 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the COG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the COG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the COG before work begins.

Purpose	Contractor(s)	Contract Amount
Roll-Off Trailers	Kerr	\$4,250
Roll-Off Trailers	Progressive	\$ 4,680
Roll-Off Trailers	Flat Creek	\$ 4,090
Tire Trailers	Liberty Tire	\$ 13,800
Total <i>(Must equal Line 7 of the Overall Budget Summary)</i>		\$

Project Application
Form 7g

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$
Postage, telephone, FAX, utilities	\$
Printing/reproduction	\$
Advertising/public notices	\$
Registration fees for training (if approved)	\$
Repair and maintenance	\$
Basic office furnishings	\$
Space and equipment rentals	\$
Signage	\$

Project Application
Form 7h

Additional Other Expenses

The specific details of additional "Other" category expenses, not included on the list of basic Other expenses, must be pre-approved by the COG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by the COG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category (itemize each expense below including description, type, model, etc.):	\$		\$
Computer software (itemize each expense below including description, type, model, etc.):	\$		\$
Additional Other expenses (itemize each expense below including description, type, model, etc.):	\$		\$
Total Other Expenses (Must equal Line 8 of the Overall Budget Summary)		\$	

Project Application

Required Attachments to the Application

1. If indirect costs are included in the project budget, attach the Applicant's latest **indirect cost allocation plan**, including documentation of approval of the plan and the indirect cost rate by the Applicant's Federal Cognizant Agency or State Coordinating Agency.
2. If applicable, attach any written comments submitted by private industry (*see instructions for Form 5*).
3. If the Applicant is a law enforcement entity, and if compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the Applicant is in the process of achieving compliance with the rules (*see Form 3, Certification No. 11*).

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**RATIFICATION OF EXEMPTION REQUEST FROM STATE HISTORICAL
PRESERVATION OFFICER (SHPO) REVIEW (RE: WATER
AND SEWER IMPROVEMENTS IN THE UNINCORPORATED
COMMUNITY OF ELM MOTT)**

**RE: THE TEXAS COMMUNITY DEVELOPMENT
BLOCK GRANT (TXCDBG)**

On this the 21 day of January, 2020, came on for consideration the matter Regarding the Texas Community Development Block Grant (TxCDBG): Ratification of Exemption Request from State Historical Preservation Officer (SHPO) Review (re: Water and Sewer Improvements in the Unincorporated Community of Elm Mott) . After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Ratification be, and the same is hereby, approved by unanimous vote.

REQUEST FOR EXEMPTION from SHPO REVIEW

After review of Stipulation V. and VI. of the Programmatic Agreement (PA) between TDA and the Texas Historical Commission as referenced below, verify that the TxCDBG project activity does not need to be reviewed by State Historical Preservation Officer (SHPO).

This form should be submitted to the TDA immediately upon knowledge that HUD funds will be requested or used and a copy should be put into the Environmental Review Record. This form will be reviewed by the Environmental Regulatory Officer for final determination of exemption.

As an example, here are the steps to take:

- Receive Notification of Award (Acknowledge the potential use of HUD Funds)
- Determine if SHPO needs to review the project: Reference Stipulations V and VI of the Programmatic Agreement (PA).
- If the project activity is included in Stipulation V fill out this form and include it in your environmental review record. Please use the word version as provided by the Department.
- Submit this form along with the Exemption form for Admin and Engineering services.
- Complete the rest of the Environmental Review Process as described by Chapter 3 of the Implementation Manual and 24CFR58 and all other applicable laws and regulations.

Grant Recipient/Applicant: McLennan County TxCDBG Number: #7219270
 Address: 501 Washington Avenue, Waco, TX 76701
 Certifying Official Name: Scott M. Felton, County Judge
 Contact Phone Number: (254) 757-5049

1. Project Description:

Water Improvements: Contractor shall replace aged and deteriorated water meters to prevent water loss and ensure accurate meter readings. Contractor shall install 541 sonic flow meters and all associated appurtenances, including Administration and Engineering costs.

- 2. Buildings:** give the estimated age or construction date of any buildings, facilities, treatment plants or bridges per Stipulations V. (see below).
 None.

3. Project Locations (be specific):

Throughout the unincorporated community of Elm Mott, McLennan County, TX 76640. A list of houses surveyed for the application is attached.

4. How far is the closest cemetery from each location of the TxCDBG Project(s):

Elm Mott Cemetery is on Noah's Lane at Mazanec Road. The nearest of the water meter replacements will occur on Mesquite Tree Road, approximately .47 miles west of the cemetery.

5. **Project County:** McLennan

6. **Reason Project Activity is Exempt from SHPO Review:** reference reason from Stipulation V. of the Programmatic Agreement (PA) below.

H. Addition or replacement of equipment within the same location and footprint.

7. **Pictures:** Take a before picture of the primary locations directly impacted by project activities. Attach them to this form.

8. Certification:

As the duly designated certifying official of the Grant Recipient/Applicant, I also certify that: I am authorized to and do consent to assume the status of responsible federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.

Signature of Certifying Official of Grant Recipient/Applicant Scott M. Felton

Typed Name & Certifying Official: Scott M. Felton, County Judge

Date Submitted: 1/22/20

Programmatic Agreement (PA) between TDA and the Texas Historical Commission**Stipulation V. Actions Exempted from Review by the SHPO**

The following actions that will be funded by TDA require no further review under the terms of this PA. TDA shall maintain a list of undertakings completed per this stipulation and shall make the list available upon the request of SHPO.

- A. Routine road maintenance and resurfacing where work is confined to the existing right-of-way and previously maintained surfaces, ditches, culverts, and cut and fill slopes where there are no known historic properties, or historic properties would not be affected because the proposed work is clearly within a disturbed context;

- B. Maintenance, alteration, or removal of existing buildings or other facilities less than 45 years old that are not listed on the National Register of Historic Places or within a National Register Historic District and that have not been previously determined eligible for inclusion in the National Register of Historic Places;

- C. Point repair to an existing water or wastewater line where construction occurs in the original trench.

- D. Replacement of existing water or wastewater lines where all construction occurs within the original trench.

- E. Replacement of existing water or wastewater lines in a new trench paralleling the existing line if the following conditions are met:
 - 1. The replacement occurs beneath city streets or adjacent drainage rights-of way (as in item A);
 - 2. The replacement does not occur within a National Register District or local Historic District;
 - 3. The replacement does not occur within the historic towns of Goliad, San Augustine, Jefferson, Nacogdoches, Bastrop, Castroville, San Ygnacio, Roma, Refugio, Ysleta, San Elizario, and Presidio;
 - 4. The replacement does not occur beneath brick-paved streets.
 - 5. The replacement does not occur adjacent to roads in rural areas of the county (where abandoned cemeteries or unrecorded archeological sites might be impacted by a new trench).

- F. Minor alterations or additions to existing water or wastewater treatment plants or other facilities that are less than 45 years old. (Excavation of new treatment ponds or enlargement of existing ponds are not considered minor alterations and are subject to review).

- G. Installation of generators at existing water/wastewater or shelter facilities.

- H. Addition or replacement of equipment within the same location and footprint. (Examples include but not limited to: Computer monitoring equipment, bar screens, clarifiers, chlorination equipment, SCADA equipment etc.)

- I. Repair of bridges less than 45 years old.

TDA and the SHPO may amend, alter, or delete actions covered by this stipulation through a written agreement of both parties and upon notification to Indian Tribes, for review and comment without formal amendment process.

Stipulation VI. Actions That Require Review by the SHPO

Any undertaking with the potential to affect historic resources that is not specifically excluded from SHPO review by Stipulation V. shall be subject to review under this agreement.

The following actions that are funded by TDA are examples of those undertakings that require review by the SHPO under this PA. However, this list is not comprehensive and any projects that involve excavation or alteration of buildings or structures more than 45 years old that are not specifically exempted under Stipulation V. must be submitted for review.

- A. The construction of new water or wastewater lines using mechanized equipment.
- B. The construction of new water or wastewater lines parallel to an existing line, but not within the same trench, that will disturb previously undisturbed soil, except as excluded under the conditions set forth in Stipulation V. 5.
- C. The installation of a new ground storage tank where soil is disturbed in order to construct the foundation for the tank. Other than previously disturbed areas that are currently part of the water / waste water facility.
- D. The installation of a new elevated storage tank where soil will be disturbed in order to construct the support structure for the tank. The visual effect of the new tower on surrounding historic properties must also be evaluated.
- E. The construction of new streets in previously undisturbed areas.
- F. The reconstruction of streets that increase the width of the existing roadway and disturb soil that was not disturbed during prior construction.
- G. The reconstruction of bridges in areas where additional actions designed to prevent similar future damage will cause soil disturbance.
- H. The construction of new drainage structures in areas that have experienced minimal disturbance of the soil. This includes the construction of new drainage ditches, storm culverts and storm water detention basins.
- I. The construction of new wastewater or water treatment facilities. In many cases the construction of various basins treatment units and associated yard piping require excavation to varying depths over much of the site.
- J. The expansion of existing water or wastewater facilities requiring excavation in areas of a plant site that may not have been disturbed during the original construction.
- K. Maintenance, alteration or removal of existing buildings or other facilities greater than 45 years old.

TDA and the SHPO may amend, alter, or delete actions covered by this stipulation through a written agreement of both parties and upon notification to Indian Tribes, for review and comment without formal amendment process.

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: JANUARY 21, 2020

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

- | | |
|---|-----------------|
| 1. Juvenile Probation: Authorization of Request for Cell Phones | Approved |
| 2. County Treasurer: Annual Adoption of Authorized Brokers and Recording of TexPool and Texas Class Acknowledgements | Approved |
| 3. County Sheriff: Authorization of Application for Aircraft Hull and Liability Insurance with Starr Companies | Deferred |
| 4. Purchasing: Authorization of On-Line Auction with Rene Bates, related Ad, and Order Declaring Certain Property as Surplus and Authorizing Disposition of Same (ref: Local Government Code 263) | Approved |

CD-547, 10:43

ORDER APPROVING:
AUTHORIZATION OF REQUEST FOR
CELL PHONES:
JUVENILE PROBATION

On this the 21 day of January, 2020, came on for consideration the matter Juvenile Probation: Authorization of Request for Cell Phones. After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, Approved by unanimous vote.

McLennan County Purchasing Department

214 North 5th Street Waco, Texas 76701-1302

Ken Bass

Director of Purchasing



January 21, 2020

Re: New Cell Phone Request for Juvenile

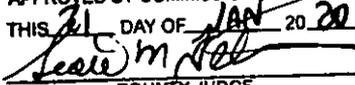
Commissioners Court:

The Juvenile Department is requesting two (2) new cell lines of service for the Director and the Assistant Director. The phones will be provided at no charge to the County. The service for these phones will be \$39.99/month + taxes and fees thru Verizon Wireless. A case is also needed for the phones at a cost of \$32.49. This department has a budget that will support these monthly charges.

We respectfully submit this information for your consideration.

Thank You,

Ken Bass

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

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

FILED: **JAN 21 2020**

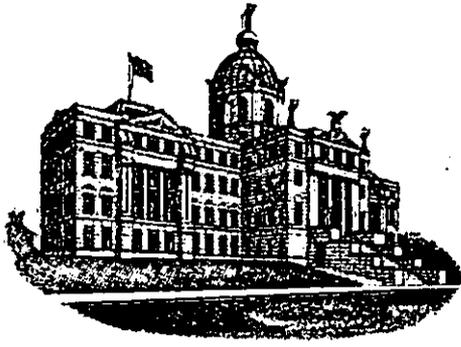
By Myrcetez Gowan-Perkins,
Deputy

ORDER APPROVING:

**ANNUAL ADOPTION OF AUTHORIZED BROKERS AND
RECORDING OF TEXPOOL AND TEXAS CLASS
ACKNOWLEDGEMENTS:**

COUNTY TREASURER

On this the 21 day of January, 2020, came on for consideration the matter of County Treasurer: Annual Adoption of Authorized Brokers and Recording of TexPool and Texas Class Acknowledgements. After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



WACO, TEXAS

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)

January 14, 2020

TO: McLennan County Commissioners Court

RE: Annual Adoption of Authorized Brokers, Signed for Receipt of Investment Policy, & Investment Pool Acknowledgements

Adoption of Authorized Brokers:

Public Funds Investment Act Section 2256.025. SELECTION OF AUTHORIZED BROKERS requires that a list of qualified brokers, authorized to engage in investment transactions with the county, be adopted annually.

Public Funds Investment Act Section 2256.002 DEFINITIONS, under (A) requires that brokers be registered under the rules of the "National Association of Securities Dealers" now known as the Financial Industry Regulatory Authority aka FINRA.

A list of recommended brokers is provided for annual adoption by Commissioners' Court including their FINRA Central Registration Depository number ("CRD#").

Signed for Receipt of Investment Policy:

McLennan County Investment Policy 2.04 under (b) requires that any person or entity offering to engage in an investment transaction for the County shall be provided with a copy of the County's Investment Policy, and sign for receipt of the policy.

Recommended brokers and the listed depositories signed for receipt of the McLennan County Investment Policy.

Investment Pool Acknowledgements:

Public Funds Investment Act Section 2256.005 under (k) requires that the investment policy shall be presented to, and acknowledged by the Investment Pool in writing.

Qualified Broker List Per Government Code 2256.025

FTN Financial Capital Markets, Austin
John Saragusa, CRD #2351691
401 RR 620 South, Suite 350
Austin, TX 78734
Phone: 800-267-2663

First Empire Securities
Elliott Greenberg CRD# 4798372
100 Motor Parkway
Hauppauge, NY 11788
Phone: 800-645-5424

FTN Financial Capital Markets, Houston
Buddy Saragusa, CRD #6486777
920 Memorial City Way, 11th Floor
Houston, TX 77024
Phone: 800-489-7651

Cullen Asher
Gregory R. Thompson CRD# 2591053
8350 North Central Expressway
Campbell Centre North Tower, Suite 108
Dallas, TX 75206
Phone: 214-890-4190

Multi-Bank Securities, Inc.
Gregory H. Pagans CRD# 1585380
2400 E Commercial Blvd, Suite 812
Ft. Lauderdale, FL 33308
Phone: 866-330-0859

Depositories Engaging in Investment Transactions per McLennan County Investment Policy 2.04(b)

BBVA Compass
Bret Craytor
1227 N Valley Mills Drive
Waco, TX 76710
Phone: 254-751-8204

Central National Bank
Kristy Kelley
8320 W Hwy 84
Waco, TX 76712
Phone: 254-399-7259



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

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

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

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

TEXPOOL and TEXPOOL PRIME

FEDERATED INVESTMENT
COUNSELING

Signature: Steven A. Friedman
Authorized Signatory

Signature: Steven A. Friedman
Vice President

Date: January 7, 2020

Date: January 7, 2020



January 2, 2020

Mr. Bill Helton
Treasurer
McLennan County
215 North 5th, Suite 226
Waco, TX 76701

Re: McLennan County Investment Policy

Dear Mr. Helton:

Thank you for your interest in the Texas Cooperative Liquid Assets Securities System Trust (CLASS) program. This letter is to acknowledge that the Texas CLASS staff has received from you (the "Investor") and reviewed the Investment Policy (described in (ii) below) and the form of resolution (the "Resolution") proposed for adoption by your governing body (the "Governing Body") approving the Investment Policy. According to the Resolution, the Investment Policy has been developed in accordance with the requirements of the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "Act"), and, upon adoption, will authorize you to deposit funds in Texas CLASS for investment by Texas CLASS. You also have represented to the undersigned that:

- i. The Investment Officer named in the Resolution has been, or upon adoption of the Resolution will be, (a) duly designated by official action of the Governing Body to act as its Investment Officer pursuant to the Act, (b) vested with full power and authority under the Act and other applicable law (collectively, the "Authorized Investments Law") to engage in investment activities on behalf of the Investor and to perform all obligations in connection therewith, and (c) duly authorized to execute this letter on behalf of the Investor for the purpose of confirming the representations of the Investor set forth herein;
- ii. Pursuant to the Act, the Governing Body of the Investor has, or will upon approval of the Resolution have, duly adopted a written investment policy, including an investment strategy (as the same may be amended, the "Investment Policy"), and the Investment Officer (a) has furnished a true and correct copy of the Investment Policy to us and (b) will promptly notify us of any rescission of, or amendment to, the Investment Policy, provided that we shall be entitled to rely upon the most recent version of the Investment Policy furnished by the Investment Officer; and



iii. The Investor has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions with Texas CLASS, and prior to investing assets through the Texas CLASS program, the Investment Officer will determine that the contemplated investment is authorized under the Authorized Investments Law and is consistent with the Investment Policy.

Texas CLASS acknowledges that it has reviewed the investment policy of the above-named entity and has implemented reasonable procedures and controls in an effort to preclude investment transactions involving funds invested on behalf of Texas CLASS participants that are not authorized by the entity'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. The Texas CLASS Program allows the purchase of investments that are authorized by the Act. Texas CLASS is committed to the high standards and level of service that participants expect in the investments of their funds.

The foregoing representations of the Investor are true and correct as of the date hereof.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Dixon", with a long horizontal flourish extending to the right.

Stephen J Dixon
Director, Business Operations

McLennan County Investment Policy 2.04 under (b) requires that a copy of the acknowledgement be provided to the Commissioners Court.

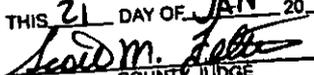
A copy of both the TexPool Acknowledgement and Texas Class Acknowledgement are provided.

There are no changes from last year. I recommend adoption of the Broker List. Please accept the TexPool Acknowledgement and Texas Class Acknowledgement for recording and filing as required by the McLennan County Investment Policy.

Respectfully Submitted,



Bill Helton

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER DEFERRING:

**AUTHORIZATION OF APPLICATION FOR AIRCRAFT HULL
AND LIABILITY INSURANCE WITH
STARR COMPANIES:**

COUNTY SHERIFF

On this the 21 day of January, 2020, came on for consideration the matter of County Sheriff: Authorization of Application for Aircraft Hull and Liability Insurance with Starr Companies. After discussion, Commissioner Jones 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

ORDER APPROVING:

**AUTHORIZATION OF ON-LINE AUCTION WITH RENE BATES, RELATED
AD, AND ORDER DECLARING CERTAIN PROPERTY AS SURPLUS
AND AUTHORIZING DISPOSITION OF SAME (REF: LOCAL
GOVERNMENT CODE 263):**

PURCHASING

On this the 21 day of January, 2020, came on for consideration the matter of Purchasing: Authorization of On-Line Auction with Rene Bates, related Ad, and Order Declaring Certain Property as Surplus and Authorizing Disposition of Same (ref: Local Government Code 263). After discussion, Commissioner Snell made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that the 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

January 21, 2020

Re: County Auction

Commissioners Court,

The Purchasing Department has 33 lots ready to be given to Rene Bates for our online Auction.

Maintenance of Equipment – (1) 1995 Ford F250 Truck; (1) 2002 Buick LeSabre; (1) 1999 Mercedes-Benz E320; (4) Lots of Misc. Vehicle Electronics; (3) Lots of Misc. Items

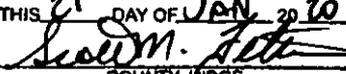
Purchasing – (3) Lots of Computer Electronics

Cobbs Building – (8) Lots of Misc. Office Chairs; (7) Lots of Misc. Furniture; (1) Lot of Old Book Shelving; (1) Lot of Old Law Books; (1) Lot of Old File Cabinets; (1) Oxygen Concentrator; (1) Lot of Old Office Supply Equipment

The auction is tentatively scheduled to begin on January 24, 2020 and close February 7, 2020.

Thank You,

Ken Bass
Director of Purchasing
McLennan County

APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 2020

COUNTY JUDGE

AUC-051

LOCATION: PURCHASING				
LOT #	DESCRIPTION	CO TAG #	SERIAL # or VIN	MIN BID
Lot 1	(1) HUGE Lot of Loose IT Equipment/Accessories:			
	(1) Dell E193FPP	21565	CN0G65665780455SL40J	
	(1) HP L1706 17" Monitor	23782	ETL4908370511039E142C1	
	(1) Acer AL1706 AB Monitor	25649	ETLE10D1780480E9268582	
	(1) Dell Monitor 2001FP	21490	CNOC06464663352348ML	
	(1) Acer V226WL Monitor	28042	MMLXTAA00241Y0572F8500	
	(1) Acer V223W	25710	03903653242	
	(1) Acer AL1706 AB Monitor	23250	ETL460C148714042AF4045	
	(1) HP Laserjet M607	30190	CNBCL510L0	
	(1) HP Laserjet P2015 Printer		CNB1R40675	
	(1) iPad 32GB	25281	V50293XWETU	
	(1) HP Laserjet P2035 Printer		VNB3L13918	
	(1) HP Laserjet Pro 400 Printer		PHGDC29627	
	(1) HP Prodesk 600 G1	27953	2UA4321ZFL	
	(1) HP Prodesk 400 G1	27596	MXL4212BY0	
	(1) HP Prodesk 400 G1	27892	2UA42211SN	
	(1) HP Prodesk 400 G1	27896	2UA42211JC	
	(1) HP Prodesk 400 G1	27901	2UA42211RS	
	(1) HP Prodesk 400 G1	27898	2UA42211X1	
	(1) HP Prodesk 400 G1	27900	2UA42211WZ	
	(1) HP Prodesk 400 G1	27902	2UA42211J1	
	(1) HP Prodesk 400 G1	27543	2UA41628X8	
	(1) HP Prodesk 400 G1	27891	2UA42211W0	
	(1) HP Prodesk 400 G1	27895	2UA42211KK	
	(1) HP Prodesk 400 G1	27888	2UA42211QB	
	(1) HP Prodesk 400 G1	27897	2UA42211XJ	
	(1) HP Prodesk 400 G1	27889	2UA42211T3	
	(1) HP Prodesk 400 G1	27887	2UA42211ST	
	(1) HP Prodesk 400 G1	27890	2UA42211VB	
	(1) HP Prodesk 400 G1	27894	2UA42211HR	
	(1) HP Prodesk 400 G1	27546	2UA41628WH	
	(1) HP Prodesk 400 G1	27899	2UA42211XF	
	(1) HP Laserjet Pro 500 Color M570DN	29710	CNB9K4W8K8	
	(1) HP Laserjet P4015N Printer	25253	JPDF252358	
	(1) HP Probook 4540S Laptop	27027	2CE3102705	
	(1) Compaq 6730B	24440	CNU9334X35	
	(1) HP Probook 450 G2	28479	CND53020RL	
	(1) HP Probook 4540S Laptop	27334	2CE3381H1C	
	(1) HP Compaq 6710B	23851	CNU8250Q0V	

AUC-051

(1) HP Elitebook 8560P Laptop	26286	5CB2091V1R	
(1) HP Compaq NX7400	23048	CNU63801F2	
(1) Dell PA-10 Laptop	23700	F1WN4G1	
(1) Dell PA-10 Laptop	23702	D1WN4G1	
(1) Dell PA-10 Laptop	23701	G1WN4G1	
(1) HP 8570P Laptop	27188	5CB31035TC	
(1) HP Zbook 15	27665	CND4160521	
(1) HP Compaq 6000 Pro	25482	MXL4029MN	
(1) HP Compaq 6200 Elite	25833	MXL1320TNJ	
(1) HP Compaq 8200 Elite	26210	MXL203445M	
(1) HP Compaq 6005 Pro Desktop	25461	MXL02822V2	
(1) HP Compaq DC5700 Desktop	23519	MXL7440V39	
(1) Acer V173 17" Monitor	25307	01111026742	
(1) Viewsonic VA2431WM	25932	RPX112620389	
(1) HP 5100MT Computer	22588	MXL5430BFQ	
(1) Epson LQ-570+		1F8E901040	
(1) Alteratec Duplicator		F05100840046U	
(1) Alteratec Duplicator		00879002145	
(1) Kanguru Duplicator		DD102114KS10	
(1) Kanguru Duplicator		DD106161KS20	
(1) Patriot 430 Scanner		17Q6C51284	
(1) Patriot 430 Scanner		1AE6C61067	
(1) Patriot 430 Scanner		1CN6C61153	
(1) Xerox Documate 152i		78LU780410	
(1) Panasonic Toughbook CF-31	27529	4CTYA92431	
(1) Monitor Stand	27992		
(1) Monitor Stand	27993		
(1) Monitor Stand	28798		
(1) Monitor Stand	28799		
(1) Monitor Stand	28786		
(1) HP Compaq 6820	23784	CNU8241M7U	
(1) HP Probook440G3	28905	5CD6154DF4	
(1) Planar PL1700M Monitor		BB738F20539	
(1) Sharp Monitor		4D014683	
(1) Dell E193FP Monitor	21570	CN0G65664780455SL4RB	
(1) Planar PL1700M Monitor		AH630H53250	
(1) American Dynamics ADMNM19LCDP Monitor		N30400028	
(1) Acer X163W Monitor		ETLBF0903083802A723600	
(1) Dell 1707FPT Monitor		CNOCC280716186B1AHNZ	
(1) HP L1706 Monitor	23160	CND65104XS	
(1) Epson LQ-590 Printer	21805	FSQY038191	
(1) Acer V173 17" Monitor	24914	ETLE10D0929460356E8502	
(1) Benq FP547 Monitor	21125	99L79725013360025QTL8501	

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(1) HP Color Laserjet CP2025 Printer		CNGS381637	
(1) HP Officejet Pro 6230 Printer		TH659511XD	
(1) HP Laserjet P2055DN		CNB9961154	
(1) HP Deskjet 5650 Printer		MY71B040CF	
(1) HP Laserjet 4 Plus Printer	16476	USFC248102	
(1) HP Laserjet Pro 400 Printer		CNF8GD16CT	
(1) Brother Fax 2800		U56577K1736573	
(1) HP Laserjet P4014N Printer	23714	CNBX100620	
(1) Samsung CLP-315W Laser Printer		1497BAGS800356P	
(1) Brother Model HL-21		U61944M9J178895	
(1) Panasonic KX-P2130 Printer		4FMCJC46158	
(1) Viewsonic VE155B Monitor		917024801642	
(1) HP Compaq 600 Pro PC	25729	MXL11703N5	
(1) HP Compaq 6200 Pro PC	26044	MXL1470JGJ	
(1) HP Compaq 6200 Pro PC	26045	MXL1470JGT	
(1) Fargo Persona C30 ID Card Printer		A7360560	
(1) Lexmark Z600 Printer		07384530924	
(1) Dell 1720 Laser Printer		CNOHK111731907CC0542	
(1) HP Laserjet P1006 Printer		VND3230131	
(1) HP Compaq 6005 Pro PC	25320	MXL0340SCK	
(1) HP Compaq 6005 Pro	25273	MXL024148G	
(1) Dell Optiplex 745 Computer		G800TF1	
(1) Lexmark Z1300 Printer		01053035241	
(1) Dell Optiplex 745 Computer		16WKDC1	
(1) HP Compaq 7100	21467	MXL5200K9T	
(1) HP Compaq 7100	22692	2UA5500K61	
(1) Dell Optiplex GX270 Computer		3YTFR41	
(1) Dell Optiplex GX620 Computer		1HNNH9C1	
(1) HP Compaq D51C Computer		W245KN8ZC022	
(1) Dell Optiplex 745 Computer		JJJ6RF1	
(1) Dell Dimension B110 Computer		CNOYD5447082163G41PA	
(1) HP Compaq DX2000 Computer	21394	MXD501071F	
(1) Compaq 5204 Computer		1X8CCD94M6BX	
(1) Fujitsu Fi-6130 Scanner		255711	
(1) HP Laptop	25860	4CZ1330RPF	
(1) HP Laserjet P2035 Printer		CNB9H44539	
(1) HP Deskjet D4160 Printer		TH6A5823YQ	
(1) HP Officejet Pro 8000 Printer		CN0753K2GK	
(1) CF-30KAPAX2M	24278	9FKYA62140	
(1) Fujitsu Fi-5650C Scanner	21586	1141	
(1) Viewsonic E55 Monitor VS10623		PS80G180204G	
(1) Planar 1700BK ESG78	21520	AG511H74950	
(2) Misc. Typewriters			

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	(4) Boxes of Misc. IT Items			
	(10) Misc. Old Ethernet Switches			
	(1) Box of Misc. Keyboards			
Lot 2	(1) HUGE Lot of Misc. Old Server Equipment and Accessories w/ Other Misc. IT Items			
	MANY ITEMS ARE BULKY AND EXTREMELY HEAVY; ALL ITEMS ARE LOOSE, TOO; ENSURE YOU BRING HELP AND DOLLIES OR CARTS TO LOAD ALL THE ITEMS			
	(1) Canon NP6221 Copier (ID #10353425)	19778	NGV19682	
	(1) Misc. Old Fellowes Paper Shredder			
	(10) Boxes of Old 9.5 X 3.5 Perf. Printer Paper			
Lot 3	(1) Large Lot of Misc. IT Items:			
	(1) HP 4050TN	19931	SP2C05904798	
	(1) Panasonic KV S5046H Scanner	28660	G3759VE1367	
	(1) HP Probook 450 G2 Laptop	28243	CND445BHLX	
	(1) HP Elitebook 8570p	26577	5CB24906KR	
	(1) HP DC5100MT	22610	MXL54508SK	
	(1) HP 6005	25465	2UA0380MYK	
	(1) HP DC5700	23647	MXM80702VF	
	(1) HP Compaq DC5700 Computer	23159	2UA70415Y6	
	(1) Dell Optiplex GX280	21730	0004557308912	
	(1) Dell Optiplex GX280	21742	00045573069020	
	(1) HP Z200 Workstation	25417	2UA0290V1W	
	(1) HP Z200 Workstation	25418	2UA0290V0S	
	(1) HP Z220 Workstation	26461	2UA2290G7P	
	(1) HP Z220 Workstation	26536	2UA2501LSW	
	(1) HP Probook 4540S	27327	2CE3381JTY	
	(1) HP Z230 Workstation	28472	2UA521217K	
	(1) HP Laserjet M601 Printer W/Extra Tray	28167	CNDCG7G0CJ	
	(1) HP Laserjet M604 Printer	28349	CNBCH3Y1K1	
	(1) Panasonic CF-31 Toughbook	25610	0JKSA29923	
	(1) Motorola Universal Data Systems #202	12984	8521	
	(1) Zebra TLP2844 Label Printer	24410	4J085200228	
	(1) Zebra TLP2844 Label Printer	24412	41J085200284	
	(1) HP Probook 6560B Laptop	25903	5CB1402355	
	(1) HP Probook 6560B Laptop	26263	5CB2183907	
	(1) HP Laserjet M603 Printer w/Extra Tray	26268	CNBCCDD0M1	
	(1) HP Elite Ultra Slim PC	27017	2UA3120BGD	
	(1) HP M604 Printer	28415	CNBCH6R1KD	
	(5) Boxes of Misc. IT Items			

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(1) Defective Time Recorder			
(1) Old Office Phone			
(2) Misc. Used Battery Back-Ups			
(1) Misc. TV Mount Hardware Box			
(1) Small Datavac Vacuum			
(1) Eureka Vacuum			
(1) Old Intellex LT DVR			
(1) HP L1706 17" Monitor	23445	CN739PW1K	
(9) Old Samsung DVRs			
(1) Old American Dynamics Monitor			
(1) HP Laserjet CP32525N Printer	24454	CNCC99S14B	
(1) Box of Misc. Keyboards/Used UPSs			
(1) Box of Misc. Old Docking Stations			

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LOCATION: MAINTENANCE OF EQUIPMENT				
LOT #	DESCRIPTION	CO TAG #	SERIAL # or VIN	MIN BID
Lot 4	1999 Mercedes-Benz E320; 3.2L V6 Gas; Auto; 137,734 Miles; AC; PS; PB; PW; PL; Radio; Needs Battery but Runs; Dirty Interior; SEIZED VEHICLE; UNKNOWN HISTORY; UNKNOWN DEFECTS MAY EXIST	VIN:	WDBJF65H0XA839038	
Lot 5	2002 Buick LeSabre; 3.8L V6 Gas; Auto; 129,684 Miles; AC; PS; PB; PW; PL; Radio; Needs Battery but Runs; Paint Peeling; Low Front Tires; Bad Interior; Broken Center Console; Minor Scuffs on Body; SEIZED VEHICLE; UNKNOWN HISTORY; UNKNOWN DEFECTS MAY EXIST	VIN:	1G4HR54K02U300825	
Lot 6	1995 Ford F250 Truck; 7.3L Diesel; Auto; 220,803 Miles; AC; PS; PB; Radio; Paint Peeling; Cracked Windshield; Bad Interior; Slight Tail Light Damage; Scuffed Up Bed; Misc. Metal Piece Bolted to Bed Rail (Pictured); Truck has Keys and Runs	VIN:	2FTHF25F7SCA62344	
Lot 7	(1) Lot of Misc. Vehicle Equipment: (1) Whelen Cen Con Gold (2) Whelen Dash Lights (1) Havis Shield Pull Out Tray (1) Jotto Desk Console (1) Havis Shield Console (1) Whelen SX8BBRR Light Bar (1) Pro Guard Prisoner Partition (1) Rear Window Bar Jotto Desk		25724 147862	
Lot 8	(1) Lot of Misc. Vehicle Electronics: (1) L3 Monitor (1) L3 Camera (1) L3 Camera (1) Assortment of Misc. Wires & Mics. (2) I10 Light Boards (10) Charge Guards (1) Whelen Controller (1) Whelen Controller		FBE310163 K2910201105120055 FBC310163 15574 19045	

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(1) Whelen Controller		14436	
(1) Whelen Controller		19043	
(1) SA400 Siren		98380080	
(1) SA500 Siren		00200385	
(1) SA400 Siren		95180028	
(1) Signal SA500		00200387	
(1) Whelen Flasher		C0142121	
(1) Whelen Amp		25722	
(1) Whelen Amp		C0726397	
(1) Whelen Amp		N00667	
(1) Whelen Amp		PNH09039	
(1) Whelen Flasher			
(1) Whelen Flasher		N01893	
(1) Whelen Flasher		C1152376	
(1) Whelen Flasher		C0753956	
(1) L3 Camera		FB028226	
(1) MobileVision		CN001200043	
(1) L3 Monitor		FB121478	
(1) L3 Flashback2	25539	FB028226	
(1) L3 Monitor		FB121472	
(1) MobileVision Camera		CN5004200046	
(1) L3 Flashback3		FBE310167	
(1) L3 Flashback3		FBE310166	
(1) L3 Flashback3		FBE303173	
(1) L3 Monitor		FB0013547	
(1) L3 Camera		FB027363	
(1) MobileVision Camera		CN5005300012	
(1) L3 Flashback2	25544	FB028231	
(1) L3 Monitor		FN121470	
(1) L3 Camera		FB027364	
(1) MobileVision Camera		CN5005300023	
(1) L3 Flashback2	25340	FB027364	
(1) L3 Monitor		FB0013560	
(1) MobileVision Camera		CN5004300257	
(1) L3 Camera		FB027361	
(1) L3 Flashback2	25349	FB027373	
(1) MobileVision Camera		CN500420048	
(1) L3 Camera		FB027360	
(1) L3 Flashback2	25541	FBD28228	
(1) L3 Camera		FB028237	
(1) Assortment of Misc. Cables			
(1) L3 Flashback2	25333	FB027357	
(1) L3 Camera		FB027357	

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	(1) MobileVision Camera		CN5004200228	
	(1) L3 Camera		FB028225	
	(1) Whelen Control Head		07374	
	(1) Whelen Amp		25735	
	(1) L3 Flashback2	25538	FB028225	
	(1) L3 Flashback2	25331	FB027355	
	(1) L3 Flashback2	25542	FB028229	
	(1) L3 Flashback2	25344	FB027368	
	(1) L3 Flashback2	25346	FB027370	
	(1) L3 Flashback2	25339	FB027363	
	(1) L3 Flashback2	25351	FB027375	
	(1) L3 Flashback2	25328	FB027352	
	(1) L3 Flashback2	25536	FB028223	
	(1) L3 Flashback2	25343	FB027367	
Lot 9	(1) Lot of Misc. Vehicle Electronics:			
	(1) Motorola CP200		018TFUY745	
	(1) Motorola CP200		018TKS9821	
	(1) Motorola CP200		018THCC959	
	(1) Motorola CP200		018THMM752	
	(1) RCA BR200DU		2200D448432133	
	(1) Motorola CP200		018THMN461	
	(1) RCA RDR2500U		R2A6005707	
	(1) Motorola CP200		018THWH077	
	(1) RCA BR200DU		2200D448432088	
	(1) RCA BR200DU		2200D448432411	
	(1) RCA BR200DU		2200D448432082	
	(1) RCA BR200DU		2200D448432014	
	(1) Motorola CP200		018TKS9807	
	(1) Motorola CP200		018THMM760	
	(1) Motorola CP200		018TGL6338	
	(1) RCA RDR2500U		R2AU005295	
	(1) Motorola CP200		018THWH845	
	(1) Motorola CP200		018THCD022	
	(1) Motorola CP200		018THWN816	
	(1) Motorola CP200		018THNN742	
	(1) Motorola CP200		018TKS9813	
	(1) Motorola CP200		018TKS9737	
	(1) Motorola CP200	25004	018TKS9727	
	(1) Motorola CP200		018THWJ630	
	(1) Motorola CP200		018TKS9760	
	(1) Motorola CP200		018THCC865	
	(1) Motorola CP200	24996	018TKS9894	

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	(1) Motorola CP200		018THWH056	
	(7) Motorola Chargers			
	(1) RCA Charger			
	(1) Motorola HT1000	15853	402AUY6302	
	(1) Motorola HSN4032B			
	(2) HSN4031A Motorola Speakers			
	(4) HSN4031B Motorola Speakers			
	(2) HSN4038A Motorola Speakers			
	(1) Console Floor Bracket			
	(1) Whelen Controller			
	(1) Whelen Siren			
	(1) Whelen SA315P			
	(1) Whelen Cencom		12645	
	(1) Havis Docking Station		0816P11061216	
	(2) Brackets			
	(3) Intercom Holders			
	(1) Henry Electronics C130AB30 RF Amp		3421669	
	(1) Assortment of Misc. L3 Parts			
	(1) L3 Camera		FB028229	
	(1) L3 Camera		FB028232	
	(1) L3 Camera		FBE303172	
	(1) L3 Camera		FB008258	
	(1) L3 Camera		FB027362	
	(1) Assortment of Misc. Cables & Wires			
	Misc. Computer Brackets, LED Lights, Whelen Brackets			
	(1) Center Console			
	(6) Laptop Mounts			
	(10) Panavise Laptop Mounts			
Lot 10	(1) Lot of Misc. Vehicle Electronics:			
	(1) Motorola CDM1250	27621	103TBAM758	
	(1) Motorola CDM1250	23075	103TGQ1051	
	(1) Motorola CDM1250	20140	103TAN0137	
	(1) Motorola CDM1250	27622	103TBU0427	
	(1) Motorola CDM1250	20145	103TAL8672	
	(1) Motorola CDM1250	20137	103TAN1984	
	(4) Motorola Chargers			
	(6) Mics			
	(1) Desk Mic Motorola			
	(1) Motorola Impres Charger			
	(1) Motorola M1225		869FBU6947	
	(1) Motorola HT750	25428	672TL08852	
	(1) Motorola HT750	25429	672TL08856	

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(1) Motorola HT750		672TBSN363	
(1) Motorola HT750		672TBSN360	
(1) Motorola HT750		672TBSN364	
(1) Motorola HT750		672TBSN365	
(1) Whelen Edge Light Bar FL2AAAA		30463	
(1) SA-800 Siren Amp		99440081	
(1) EverFocus Camera EQ350		15N019250072	
(1) KT & C Camera Dome		A8120120	
(1) Whelen MPC01 Controller		U04051	
(1) KT & C Camera KPC-N701NVBB		T2108194	
(1) EverFocus EQ700 Camera			
(1) Stalker Radar Dual Counter		DC110456	
(1) Stalker Radar Dual DSR Counter		003826	
(1) Stalker Radar DSR Counter		002900	
(1) Stalker Radar DSR Counter	20457	003817	
(1) Stalker Radar Counter	27316	DC110450	
(1) Stalker Dual DSR Counter	20451	002916	
(1) L3 Mobilevision Display		FB008262	
(1) L3 Mobilevision Camera & Mount		307098	
(1) KT & C KEZ-C25R122 PTZ Camera		AB120120	
(1) Motorola M1225	27680	869FAW1432	
(1) Motorola CM300	21396	922TEY1156	
(1) Motorola CM300	23640	922TM2240	
(1) Motorola M1225	27676	869FBU3884	
(1) Motorola M1225	27677	869FCA7133	
(1) Motorola M1225	21299	869YEW1564	
(11) Motorola Mics & Misc. Brackets & Wires			
(1) Motorola CDM1250	23080	103TGQ1050	
(1) Motorola CDM1250	20158	103TAN1989	
(1) Motorola M1225	20822	869YCY3746	
(1) Motorola M1225	27488	869FCL4399	
(1) Input 18-50VDC Output 13.8VDC SM2412			
(2) Brackets			
(1) Motorola M1225	27707	869FAW1429	
(1) Motorola XTL1500 M28KSS9PW1AN		72CCMF0517	
(1) Motorola CDM1250	27703	103TCC0161	
(1) Motorola CDM1250	20159	103TAN1957	
(1) Motorola M1225	20703	869YCY0505	
(1) Motorola CDM1250		103TCWH315	
(1) Motorola M1225	20961	869YDQ0858	
(1) Motorola CM300	23840	922TJJ5447	
(1) Motorola CM300	23634	922THW1956	
(1) Motorola CDM1250	22691	103TFWP944	

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	(1) Motorola M1225	20850	869YDL8986	
	(1) Motorola CM300	23940	922TJU3697	
	(1) Motorola CDM1250	24230	103TKJ5127	
	(1) Motorola CDM1250	23726	103TJCG784	
	(1) Motorola M1225		869FBN1656	
	(1) Motorola 1250	27709	103TCC0159	
	(1) Motorola CDM1250		103TAN1995	
	(1) Motorola CDM1250	20152	103TAN1898	
	(1) Motorola CDM1250	20751	103TCWH314	
	(1) Motorola CDM1250	27708	103TBU0432	
Lot 11	(1) Prisoner Cage - Tahoe 2016			
	(2) Boxes Misc. Radio Cables			
	(1) Spool Fuel Hose			
Lot 12	(1) Lot of Misc. Items:			
	(1) Air Hose			
	(2) Lug Wrenches			
	(1) Lamp			
	(2) Misc. Oil Drain Pans			
	(1) Shop Fan			
	(1) Air Hose Reel			
	Some Misc. Other Items			
Lot 33	(1) Lot of Misc. Wood and Wooden Cabinet & Shelf			

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LOCATION: COBBS BUILDING				
LOT #	DESCRIPTION	CO TAG #	SERIAL # or VIN	MIN BID
Lot 13	(13) Misc. Maroon Office Chairs			
	(1) Misc. Maroon Office Chair	13319		
Lot 14	(10) Misc. Office Chairs			
Lot 15	(1) Wooden Chair w/Flat Base	01430		
	(1) Wooden Chair	03621		
	(1) Wooden Chair	03589		
	(1) Wooden Chair	03651		
	(1) Wooden Chair	02418		
	(1) Wooden Chair	02650		
	(1) Wooden Chair	01105		
Lot 16	(3) Misc. Office Chairs			
	(1) Brown Executive Chair w/Damaged Arm			
	(1) Wooden Wheeled Chair w/Tan Cushion	01193		
	(1) Wooden Wheeled Chair w/Tan Cushion	01590		
	(1) Wooden Wheeled Chair w/Brown Cushions	02286		
	(1) Wooden Wheeled Chair w/Brown Cushions	10871		
Lot 17	(1) Canon Imagerunner 3300 Copier	20813	MPH24250	
	(1) Canon CFX-L3500IF Fax Machine	19965	VEF19436	
	(1) Ricoh Aficio 2550MP Copier	24445	C14072300	
	(1) Symphonic TV WF-1901		V29121832	
	(1) Samsung VHS HQ Player		61EA700377	
	(1) Panasonic TV/VHS		A0AA14806	
	(1) Large OKI C9650 Printer			
Lot 18	HUGE Lot of Old Law Library Book Shelving;			
	Most Shelving is Metal, but There is Wood			
	Attached to Many of the Metal Shelves;			
	Some Metal Shelves are Shrink-Wrapped in			
	Bundles, but Many Shelving Items are Loose			
	and Bulky as Pictured			
	Old Tag #s from Many of the Metal Shelves:	01812		
		01801		
		01830		
		08648		
		01664		

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		01770		
		01831		
		01655		
		01824		
		01834		
		01816		
		01829		
		01809		
		01827		
		01819		
		01814		
		01816		
		01808		
		01810		
		01800		
		08649		
		01767		
		07374		
		01826		
		01804		
		01807		
		01828		
		01813		
		01811		
		01821		
		01799		
		01805		
		08650		
		01820		
		01823		
		01803		
		01815		
		01822		
		01825		
		01817		
Lot 19	(4) Misc. Old Desks			
Lot 20	(1) Airesep ForLife Oxygen Concentrator	19003	5L-19690	
Lot 21	(10) Misc. Office Chairs			
Lot 22	(10) Misc. Office Chairs			

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Lot 23	(5) Misc. Office Chairs		
	(1) Wheeled Wooden Office Chair	09141	
	(1) Wheeled Maroon Office Chair	13946	
	(1) Wooden Guest Chair	02721	
Lot 24	(9) Misc. Office Chairs		
Lot 25	Lot of Misc. Tables:		
	(1) Small Rectangular Table	01777	
	(1) Small Square Table	13966	
	(1) Small Square Table	13968	
	(1) Small Square Table	13967	
	(1) Small Circular Table		
Lot 26	Lot of Misc. Furniture:		
	(1) Disassembled Large Circular Table	01916	
	(2) Large Custom Cabinets		
	(1) Desk	12391	
	(1) Desk		
	(1) Disassembled Desk		
	(2) Desk Drawers		
Lot 27	(11) Misc. Legal File Cabinets		
	(1) Brown Legal File Cabinet	01096	
	(1) Gray File Sorter Cabinet	01135	
	(1) Tan Legal File Cabinet	08759	
	(1) Dark Brown Legal File Cabinet	09646	
	(1) Tan File Cabinet	16118	
Lot 28	(2) Large Wooden Desks		
	(1) Large Old Desk (Mostly Metal)	03514	
	(1) Broken Wooden Table	06672	
Lot 29	(1) Assortment of Misc. Old Law Books		
Lot 30	(4) Misc. Large Desks		
Lot 31	(5) Large Wooden Cabinets		
Lot 32	Lot of Large Old Metal Shelves/Storage		
	(1) Large Metal Cabinet	02487	

McLennan County Auction

Beginning on January 24th, 2020 and ending on February 7th, 2020. McLennan County intends to sell Vehicles; Electronics; Equipment; Furniture; Misc. Other Items. A complete list of items is online at <http://co.mclennan.tx.us/801/auctions>. The sale will be conducted by electronic auction through RENE BATES AUCTIONEERS, INC., 4660 County Road 1006, McKinney, Texas 75071, Phone (972) 548-9636, Fax (972) 542-5495, e-mail auction@renebates.com, web page www.renebates.com

The rules and guidelines of the auctioneer must be followed. The above items are being sold "AS IS, WHERE IS, AND WITH ALL FAULTS". No warranties are expressed or implied. All tools, materials, labor and cost thereof required to remove these items from County property shall be the responsibility of the successful bidder.

Bidders may bid on any or all lots. Each lot will be sold to the highest bidder who qualifies under this invitation and the rules of the auctioneer. The above lots can be inspected by prospective bidders BY APPOINTMENT ONLY. Contact Garett Bowdoin at (254) 757-5016 to view the listed items.

McLennan County and the Auctioneer reserve the right to accept and/or reject any and all bids. Bids received after closing time will not be considered.

Payment will be made by the successful bidder within ten (10) days, by guaranteed funds, after notification of award, in accordance with the instructions of the auctioneer. Lots must be removed by the successful bidder within ten (10) working days of the receipt of full payment.

McLennan County, nor the auctioneer, is responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result.

Run in the Waco Tribune-Herald, January 24th, 2020, January 31st, 2020, and February 7th, 2020.

February 7, 2020

Send Statement to:

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

APPROVED BY COMMISSIONERS COURT

THIS 4 DAY OF JAN 20 20

David M. [Signature]

COUNTY JUDGE

ORDER of the MCLENNAN COUNTY COMMISSIONERS COURT
DECLARING CERTAIN PROPERTY as SURPLUS as per Local Government Code
Ch 263.151 (2) and AUTHORIZING DISPOSITION of SAME as per
LOCAL GOVERNMENT CODE Ch 263.152

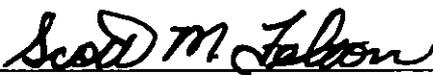
On this the twenty-first day of January, 2020, came on for consideration a request from the Purchasing Department to be allowed to place certain items of surplus furniture, tools and equipment (list of items can be viewed in the accompanying documents) in an online auction.

In considering this request, the Court has been provided confirmation by the Purchasing Director that the equipment:

- a) is not salvage property or items routinely discarded as waste;
- b) is not currently needed by its owner;
- c) is not required for the owner's foreseeable needs; and
- d) possess some usefulness for the purpose for which it was intended

NOW, THEREFORE BE IT ORDERED THAT, upon motion duly made, seconded and passed by affirmative vote, after considering the request of the Purchasing Department and the facts available to the Court relative to the equipment shown above:

- a) *The Commissioners Court finds that the items described above meet the criteria for "Surplus Property" set out in the Local Government Code, Sec 263.151(2), as amended, and are hereby declared as "Surplus" equipment; and*
- b) *The Commissioners Court hereby authorizes the placement of said surplus equipment in an online auction to be held by Rene Bates Auction, as per provisions of the Local Government Code, Sec. 263.152(a)(1), as amended; and*
- c) *The Commissioners Court further authorizes disposition of said surplus equipment by any means authorized by Local Government Code, Sec. 263.152, in the event no bids are received or bid/s received are less than a minimum bid amount set by the Purchasing Department.*



Scott M. Felton, McLennan County Judge

Date: 1/21/20

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

AGENDA: JANUARY 21, 2020

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

- | | |
|---|---|
| 1. Discussion and/or Action regarding the McLennan County Facility Master Plan and/or Office Relocations | None |
| 2. Greater Waco Chamber of Commerce: Monthly Economic Development Report, November 2019 | Approved
<i>(See beginning of Meeting)</i> |
| 3. Authorization of Amendment to the McLennan County Employee Policy Guide (re: Section 4.02: E-Mail, Internet and Computer Policy) | Deferred
<i>(See after Item L. 4.)</i> |
| 4. McLennan County Children's Protective Services Board: Authorization of Board Appointment | Approved |
| 5. Authorization of the McLennan County Pauper Cremation Policy | Approved |
| 6. Discussion and/or Action Re: District Attorney office renovation / expansion | Approved
<i>(See after Item N. 1.)</i> |
| 7. Authorization of Intergovernmental Transfers of Funds derived from the County Health Care Provider Participation Fund Mandatory Payments to Provide the Nonfederal Share of a Supplemental Payment Program Authorized Under the Texas Healthcare Transformation and Quality Improvement Program ("Sec 1115") Waiver and/or the Nonfederal Share of Medicaid Rate Increase for Hospital Services Available Under the Local Provider Participation Fund (LPPF) | Approved
<i>(See after Item M. 5.)</i> |
| 8. Law Library Committee: Update regarding Review of the New Law Library and Possible Dedication | Approved
<i>(See beginning of Meeting)</i> |

The Court went to M. 3. Authorization of Amendment to the McLennan County Employee Policy Guide (re: Section 4.02: E-Mail, Internet and Computer Policy).

ORDER DEFERRING:

**AUTHORIZATION OF AMENDMENT TO THE MCLENNAN
COUNTY EMPLOYEE POLICY GUIDE (RE: SECTION
4.02: E-MAIL, INTERNET AND
COMPUTER POLICY)**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Amendment to the McLennan County Employee Policy Guide (re: Section 4.02: E-Mail, Internet and Computer Policy). After discussion, Commissioner Snell made a motion to defer and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

ORDER ACCEPTING:

**AUTHORIZATION OF BOARD
APPOINTMENT:**

**MCLENNAN COUNTY CHILDREN'S PROTECTIVE
SERVICES BOARD**

On this the 21 day of January, 2020, came on for consideration the matter of McLennan County Children's Protective Services Board: Authorization of Board Appointment. After discussion, Commissioner Perry made a motion to approve M. 4. and it was seconded simultaneously by Commissioner Snell and Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

CHAIRPERSON

JoAnn Nors

VICE-CHAIR

Andy Harwell

SECRETARY

Dustin Chapman

TREASURER

Bill Helton

EX-OFFICIO MEMBERS

Judge Scott Felton

Judge Gary Coley

ADA Robin Houston

BOARD OF DIRECTORS

Jon Gimble

Bobby Campos

Ashley Weist

Michelle Dunnam

Joyce Fonteneaux

FOSTER PARENT ASSOC.

REPRESENTATIVE

Ramona Carrizales

McLennan County Children's Protective Services Board

January 14, 2020

The Honorable Scott Felton &
McLennan County Commissioners Court
501 Washington Ave
Waco, TX 76701

RE: Board Member Approval: Reggie Miller

Judge Felton & Commissioners:

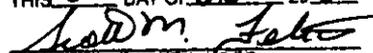
The McLennan County Children's Protective Services Board requests the approval of a new board member, Reggie Miller. He was approved by a unanimous vote of the Children's Protective Services Board at this month's regular meeting held January 9, 2020. Mr. Miller's background check was approved by Nadia Graves with the Department of Family and Protective Services on January 14, 2020.

We look forward to receiving your approval.

Yours truly,



Andy Harwell
Acting Chairperson

APPOINTMENT
APPROVED BY COMMISSIONERS COURT
THIS 21 DAY OF JAN 20 20

COUNTY JUDGE

McLennan County Children's Protective Services Board
215 N. 5th Street, Suite 226, Waco, TX 76701

VOLUNTEER APPLICATION

Purpose: Use this form to apply to become a volunteer with the Department of Family and Protective Services (DFPS).

Directions: Complete this form and submit it to a DFPS community engagement specialist in person or via mail or email.

Note: To complete this form, a Social Security number is required.

VOLUNTEER INFORMATION		
Full Legal Name (Last, First, Middle): Reginald Miller	Preferred Name: Reggie	Date of Birth: 10/20/1969
Place of Birth (City, State): Waco, Texas		
Other Names Used/Known By (aliases, maiden name, previous married name, etc.):		
Current Address (Street, City, State, Zip Code):		County: McLennan
Have you had any other residences in Texas in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," list them below (street address, city and county, and zip code — use an additional sheet if needed):		
Number of Years as a Texas Resident: 50	Driver License State and Number:	Social Security Number:
Alternate ID #:	Type of Alternate ID: <input type="checkbox"/> Canadian SIN <input type="checkbox"/> Military ID <input type="checkbox"/> Passport <input type="checkbox"/> Permanent Residency Card <input type="checkbox"/> State Photo ID	
Home Telephone: ()	Cellular Telephone: ()	Email Address:
Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Race (check all applicable): <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input checked="" type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Unable to Determine (or none of the above)	Ethnicity: <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Not Hispanic <input type="checkbox"/> Unable to Determine

Organization Represented (if applicable):	Who referred you to DFPS? Previous Board Member
---	--

Why do you want to volunteer for DFPS?

The opportunity to deliver critical support and foster a supportive culture in meeting the needs of victims of child abuse and their families.

Applicable skills:

CPS Industry Experience, Communications/PR, Strategic Planning, Compliance and Risk, Policy Development, Board Experience

Type of volunteer services preferred:

McLennan County Child Welfare Board Representative

Are you willing to receive training for another assignment? Yes No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

Elementary School
 Middle School
 High School
 Vocational Training
 Some College
 College
 Graduate School

Interns: Some College
 Undergraduate
 Graduate
 Post Graduate

University: Baylor University	Date of Undergraduate Degree: 88	Date of Graduate Degree: NA
----------------------------------	-------------------------------------	--------------------------------

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
English	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent

American Sign Language: Fair Good Excellent N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
Protection of Minors Committee	Member	Chair
McLennan County Child Welfare Board	Member	CPS Rep

DATE(S) AND TIME(S) AVAILABLE

Days per week: Flexible Hours per week: Flexible

Comments:

ELECTRONIC SIGNATURE VOLUNTEER AGREEMENT

- I understand that I am requesting volunteer placement requiring criminal history and central registry checks and authorize DFPS to complete these checks.
- I understand that background checks are conducted on an annual basis for DFPS volunteers. I authorize DFPS to conduct a criminal history and central registry check each year that I volunteer with DFPS.
- I understand that by signing this Electronic Signature Acknowledgement form, it is equivalent to my handwritten signature and legally binding. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic Signature of Volunteer: X Reggie Miller Digitally signed by Reggie Miller Date: 2019.12.30 09:40:12 -06'00'	Date Signed:
---	--------------

RETURN RESULTS TO (FOR DFPS USE ONLY)

Full Name:	Contact Phone:	Mail Code:
Program (APS, CPS, CCL), Unit, and Location:		
Check box to indicate applicant's involvement: <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern (non-paid) <input type="checkbox"/> PCG <input type="checkbox"/> Board Member		

CHECKLIST FOR VOLUNTEER'S SUPERVISOR

For all volunteers:

- Complete volunteer application form/enter information in tracking system.
- Check personal references using telephone or mail reference check forms.
- Review Volunteer and Community Engagement Policy Handbook, Sections 4000-8000.
- Select job placement with volunteer. If appropriate, complete background check.
- Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part job description).
- Review job duties with volunteer.
- Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- Review and sign Confidentiality Agreement (Form 251).
- Complete and sign ID Card when appropriate (see Sec. 670 of VCE Handbook).
- Arrange on-the-job and formal training, when appropriate.
- Provide volunteer with instructions for entering volunteer hours on automated tracking systems. (Reporting Form 260 can be used if volunteer cannot enter hours directly on tracking system.)

For volunteers with direct client contact or access:

- Conduct criminal history and central registry check.
- Volunteer transporters/essentials drivers: check auto insurance, valid driver's license, and driving record, in accordance with Sec. 8600 of VCE Handbook.

For volunteers selected for computer access (see Sec. 5800 of VCE Handbook):

- Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- Schedule volunteer for appropriate computer training.
- Complete Move/Add/Change (eMac).

SUPERVISOR AND/OR VOLUNTEER COORDINATOR INFORMATION

Supervisor Name:	Unit/Location:
Volunteer Coordinator Name:	Unit/Location:

Bill Helton

From: Graves,Nadia (DFPS) (Nadia.Graves@dfps.state.tx.us) <Nadia.Graves@dfps.state.tx.us>
Sent: Tuesday, January 14, 2020 7:38 AM
To: Bill Helton
Cc: Guardiola,Jesse (DFPS)
Subject: Re: Reggie Miller background check

Bill,

Mr. Miller's background check was satisfactory to serve his board duties.

Best,

Nadia Graves CVSII (254)424-3748
Sent from my iPhone

On Jan 10, 2020, at 3:54 PM, Bill Helton <bill.helton@co.mclennan.tx.us> wrote:

WARNING: This email is from outside the DFPS system. Do not click on links or attachments unless you expect them from the sender and know the content is safe.

Nadia:

Please confirm via email that the result of the background check for Mr. Reggie Miller was satisfactory for the purpose of serving on the McLennan County CPS Board.

Thanks

Bill Helton
CPS Board Treasurer

Bill Helton
McLennan County Treasurer
215 North 5th, Suite 226
Waco, TX 76701
254-757-5020 Phone
254-759-2832 Fax

WARNING: THIS MESSAGE MAY BE FROM AN OUTSIDE SOURCE. PLEASE DO NOT CLICK ON ANY LINKS OR OPEN ANY ATTACHMENTS IF YOU ARE NOT EXPECTING THE MESSAGE AND/OR DO NOT RECOGNIZE THE SENDER.

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

ORDER DEFERRING:

**AUTHORIZATION OF MCLENNAN COUNTY PAUPER
CREMATION POLICY**

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of the McLennan County Pauper Cremation Policy. After discussion, Commissioner Jones made a motion to defer and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, deferred by unanimous vote.

The Court went to Item M. 7. Authorization of Intergovernmental Transfers of Funds derived from the County Health Care Provider Participation Fund Mandatory Payments to Provide the Nonfederal Share of a Supplemental Payment Program Authorized Under the Texas Healthcare Transformation and Quality Improvement Program (“Sec 1115”) Waiver and/or the Nonfederal Share of Medicaid Rate Increase for Hospital Services Available Under the Local Provider Participation Fund (LPPF).

ORDER APPROVING:

AUTHORIZATION OF INTERGOVERNMENTAL TRANSFERS OF FUNDS DERIVED FROM THE COUNTY HEALTH CARE PROVIDER PARTICIPATION FUND MANDATORY PAYMENTS TO PROVIDE THE NONFEDERAL SHARE OF A SUPPLEMENTAL PAYMENT PROGRAM AUTHORIZED UNDER THE TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM ("SEC 1115") WAIVER AND/OR THE NONFEDERAL SHARE OF MEDICAID RATE INCREASE FOR HOSPITAL SERVICES AVAILABLE UNDER THE LOCAL PROVIDER PARTICIPATION FUND (LPPF)

On this the 21 day of January 2020, came on for consideration the matter of Authorization of Intergovernmental Transfers of Funds derived from the County Health Care Provider Participation Fund Mandatory Payments to Provide the Nonfederal Share of a Supplemental Payment Program Authorized Under the Texas Healthcare Transformation and Quality Improvement Program ("Sec 1115") Waiver and/or the Nonfederal Share of Medicaid Rate Increase for Hospital Services Available Under the Local Provider Participation Fund (LPPF). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote

The Court went to N. Americans with Disabilities Compliance Project.

AGENDA: JANUARY 21, 2020

N. Americans with Disabilities Act Compliance Project:

1. Authorization of Professional Services Invoice:
CP&Y (re: ADA Study / Report for
December)

**Approved
(See after
Item M. 7.)**

CD-547, 11:12

ORDER APPROVING:

**AUTHORIZATION OF PROFESSIONAL SERVICES INVOICE:
CP&Y (RE: ADA STUDY / REPORT
FOR DECEMBER)**

On this the 21 day of January, 2020, came on for consideration the matter Authorization of Professional Services Invoice: CP&Y (re: ADA Study / Report for December). After discussion, Commissioner Jones made a motion to approve and it was seconded by Commissioner Perry. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.



Partners for a Better Quality of Life

January 3, 2020

Invoice No: WALL9923841.00 - 49

Mr. Dustin Chapman
County Administrator
McLennan County
501 Washington Ave
Waco, TX 76701

Project WALL9923841.00 McLennan County - ADA Study

Professional Services from December 1, 2019 to December 31, 2019

Phase 01 Project Management

Professional Personnel

		Hours	Rate	Amount	
Architect		2.00	129.00	258.00	
	Totals	2.00		258.00	
	Total Labor				258.00
				Total this Phase	\$258.00

Phase 03 Poling Location Surveys

Professional Personnel

		Hours	Rate	Amount	
Sr. Technician		10.00	83.00	830.00	
	Totals	10.00		830.00	
	Total Labor				830.00
				Total this Phase	\$830.00

Phase 05 Courthouse ADA Improvements

Professional Personnel

		Hours	Rate	Amount	
Senior Architect Intern		4.00	120.00	480.00	
	Totals	4.00		480.00	
	Total Labor				480.00
				Total this Phase	\$480.00

Phase 16 Bill Logue Juvenile Detention

Professional Personnel

		Hours	Rate	Amount	
Architect		2.00	129.00	258.00	
	Totals	2.00		258.00	
	Total Labor				258.00

1820 Regal Row, Suite 200
Dallas, Texas 75235
(p) 214.638.0500 · (f) 214.638.3723
www.cpyl.com



Consultants

Sub Invoice

12/19/2019	The Accessibility Professionals, TDLR Registration/Plan Review LLC	450.00	
Total Consultants		450.00	450.00
Total this Phase			\$708.00

Phase 17 Fairgrounds

Professional Personnel

	Hours	Rate	Amount	
Architect	5.50	129.00	709.50	
Executive Assistance	5.50	64.00	352.00	
Sr. Technician	1.00	83.00	83.00	
Technician	10.25	74.00	758.50	
Totals	22.25		1,903.00	
Total Labor				1,903.00

Consultants

Sub Invoice

12/10/2019	Goodwin Engineering, Inc	Subconsultant	5,407.50	
12/10/2019	Goodwin Engineering, Inc	Subconsultant	903.75	
Total Consultants			6,311.25	6,311.25
Total this Phase				\$8,214.25

Phase 22 Courthouse - Temporary Courtroom

Professional Personnel

	Hours	Rate	Amount	
Architect	.50	129.00	64.50	
Totals	.50		64.50	
Total Labor				64.50
Total this Phase				\$64.50

Phase 26 General Building Consulting

Professional Personnel

	Hours	Rate	Amount	
Executive Assistance	2.00	64.00	128.00	
Sr. Technician	.75	83.00	62.25	
Technician	18.50	74.00	1,369.00	
Totals	21.25		1,559.25	
Total Labor				1,559.25

Consultants

Sub Invoice

12/10/2019	Jordan & Skala Engineers, Inc	Subconsultant	3,060.00	
Total Consultants			3,060.00	3,060.00
Total this Phase				\$4,619.25

Phase 31 County Garage - Cobbs St.



Professional Personnel

	Hours	Rate	Amount
Executive Assistance	.50	64.00	32.00
Totals	.50		32.00
Total Labor			32.00
		Total this Phase	\$32.00
		Total this Invoice	<u>\$15,206.00</u>

Outstanding Invoices

Number	Date	Balance
48	12/4/2019	12,633.50
Total		12,633.50

Respectfully submitted,

Darrell W. Vickers
 Darrell Vickers

APPROVED BY COMMISSIONERS COURT
 THIS 21 DAY OF JAN 20 20
David M. Felts
 COUNTY JUDGE



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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

The Court went back to Item M. 6. Authorization of Fixed Asset Transfer Forms (re: Assets Transfers from Various Departments).

ORDER APPROVING:

AUTHORIZATION OF FIXED ASSET TRANSFER FORMS
(RE: ASSETS TRANSFERS FROM VARIOUS
DEPARTMENTS)

On this the 21 day of January, 2020, came on for consideration the matter of Authorization of Fixed Asset Transfer Forms (re: Assets Transfers from Various Departments). After discussion, Commissioner Snell 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 Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Authorization be, and the same is hereby, approved by unanimous vote.

RECEIVED

OCT 21 2019

McLennan County, Texas
Fixed Asset Transfer Form

COUNTY AUDITOR

Department: MAINTENANCE OF EQUIPMENT
Location: 623 WASHINGTON AVE

Auditor's Use Only
Place property tag of discarded item here.

Asset Information (must be filled out for transfer or disposition):

County Tag Number: 26123 Serial Number: 407 CMZ 1356
Description (Manufacture, Make/Model): MOTOROLA XT5250A Model II (CHS-H.S.) issued to
The J... for Insp.

Transport of asset performed by: H 97 Printed Name: John Struck
Date: 10-10-19

Transfer Information:

Transferred From: Department Name/Individual: TALE
Current Location: DATE: TALE MAY 6

Department Head (or designee) Printed
Signature releasing asset: [Signature] Name: Joe D...
Date: 10-18-19

Transferred To: Department Name/Individual: MAINTENANCE OF EQUIPMENT
Transfer Location: 623 WASHINGTON AVE

Department Head (or designee) Printed
Signature accepting asset: [Signature] Name: WAYNE CANADAY
Date: ...

Disposition Information:

Status of Asset:
 Operational Damaged Stolen Pending Sale Sold/Donated
 Scrap Transfer to Inventory
 Other (please specify _____)

If Sale or Donated: Name and Address of: _____

Sale Price: _____ Estimated Value if Donated: _____

Department Head (or designee): Printed
Signature releasing asset: _____ Name: _____
Date: _____

Please make a copy of this form for your records. The original should be returned to the Auditor's Office.

Auditor Office Use Only:
Insurance Updated: Y/N Asset System Updated: Y/N

Radio, Ant, Remote mic only
Last updated: 01/23/04
NO BATTERY TURNED IN WITH RADIO.

APPROVED BY COMMISSIONERS COURT
THIS 11 DAY OF JAN 20 20
[Signature]
COUNTY JUDGE

#97 J.S.

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

McLennan County, Texas
Fixed Asset Transfer Form

Department: Maintenance of Eq
Location: 623 Washington Ave

Auditor's Use Only
Place property tag of discarded item here.

Asset Information (must be filled out for transfer or disposition):

County Tag Number: 26071 Serial Number: 518 CM2 2465
Description (Manufacture, Make/Model): MOTOROLA XT2500 121R5M9PLWIAN

Transport of asset performed by: [Signature] Printed Name: Wayne Canaday
Date: 1-13-2020

Transfer Information:

Transferred From: Department Name/Individual: MOE
Current Location: 623 Washington Ave.

Department Head (or designee) Signature releasing asset: [Signature] Printed Name: Wayne Canaday
Date: 1-13-2020

Transferred To: Department Name/Individual: Road & Bridge Pct 2 (LV3)
Transfer Location: I-35 - Lockwood - Enterprise Rd.

Department Head (or designee) Signature accepting asset: _____ Printed Name: _____
Date: _____

Disposition Information:

Status of Asset:
 Operational _____ Damaged _____ Stolen _____ Pending Sale _____ Sold/Donated
 Scrap _____ Transfer to Inventory _____
 Other (please specify _____)

If Sale or Donated: Name and Address of: _____

Sale Price: _____ Estimated Value if Donated: _____
Department Head (or designee): _____ Printed Name: _____
Signature releasing asset: _____ Date: _____

Please make a copy of this form for your records. The original should be returned to the Auditor's Office.

Auditor Office Use Only:
Insurance Updated: Y / N Asset System Updated: Y / N

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

FILED: **JAN 21 2020**

By Myrcetez Gowan-Perkins,
Deputy

The Court went to the Supplemental Agenda.

SUPPLEMENTAL AGENDA: JANUARY 21, 2020

A. Proof of posting of notice in accordance with the provisions of Chapter 551.041, Government Code, as amended, known as the Open Meetings Act

B. Capital Improvement, Repair, Maintenance Projects and Construction Projects

1. Regarding the McLennan County Tradinghouse Lake Boating Access Facilities Renovation (Bid 20-001) / Form of Agreement with HCS Inc. Commercial General Contractor: Authorization of Payment Application # 1

Approved

CD-547, 11:13

ORDER APPROVING:

**AUTHORIZATION OF PAYMENT
APPLICATION # 1**

**RE: THE MCLENNAN COUNTY TRADINGHOUSE LAKE
BOATING ACCESS FACILITIES RENOVATION
(BID 20-001) / FORM OF AGREEMENT WITH HCS
INC. COMMERCIAL GENERAL
CONTRACTOR**

On this the 21 day of January, 2020, came on for consideration the matter Regarding the McLennan County Tradinghouse Lake Boating Access Facilities Renovation (Bid 20-001) / Form of Agreement with HCS Inc. Commercial General Contractor: Authorization of Payment Application # 1. After discussion, Commissioner Jones made a motion to approve Payment Application # 1 and it was seconded by Commissioner Miller. A vote being called for, voting in favor of said motion was Judge Felton, Commissioner Snell, Commissioner Miller, Commissioner Jones and Commissioner Perry. It is ordered by the Court that said Recording be, and the same is hereby, accepted by unanimous vote.



365 Wayside Dr.
 Waco, TX 76705
 O 254.829.3200
 F 254.829.3201
 info@hcs-gc.com
 www.hcs-gc.com

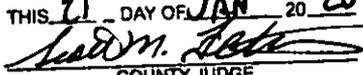
Commercial Serving
 General Contractor Central Texas

Invoice

DATE	INVOICE #
1/6/2020	2019-293

BILL TO
McLennan County 501 Washington Ave. Suite 214 Waco, TX 76701

P.O. NO.	TERMS	PROJECT
20-001	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
MCLENNAN COUNTY-TRADINGHOUSE LAKE BOAT ACCESS PAY APPLICATION #1	1	13,490.00	13,490.00
<p>APPROVED BY COMMISSIONERS COURT THIS <u>21</u> DAY OF <u>JAN</u> 20 <u>20</u>  COUNTY JUDGE</p>			
Total			\$13,490.00

PAYMENT APPLICATION

TO: McLennan County
 501 Washington Ave Suite 214
 Waco, TX 76701
 Attn:

PROJECT 20-001
NAME AND LOCATION: TRADINGHOUSE LAKE BOATING ACCESS R
 214 S League Ranch Rd.
 Waco TX 76705

FROM: HCS Inc. Commercial General Contractor
 365 Wayside Drive
 Waco, TX 76705

FOR: TRADINGHOUSE LAKE BOATING ACCESS

APPLICATION # 1
PERIOD THRU: 01/05/2020
PROJECT #: 20-001
DATE OF CONTRACT: 11/19/2019

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$258,280.00
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$258,280.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$14,200.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$710.00
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$710.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$13,490.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00
8. PAYMENT DUE	\$13,490.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$244,790.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HCS Inc. Commercial General Contractor

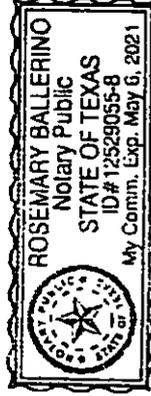
By: *[Signature]* Date: 1-5-20

State of: Texas

County of: McLennan

Subscribed and sworn to before

me this 6th day of January 2020



Notary Public: Rosemary Ballerino

My Commission Expires: 05/06/2021

[Signature]

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$13,490.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

By: *[Signature]* Date: 1/17/2020

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2/2
2/2/20

PROJECT: 20-001 TRADINGHOUSE LAKE BOATING ACCESS RENOVATION DATE OF APPLICATION: 01/05/2020
 APPLICATION #: 1 PERIOD THRU: 01/05/2020
 PROJECT #s: 20-001

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
1	BOND AND INSURANCE	\$7,750.00	\$0.00	\$7,750.00	\$0.00	\$7,750.00	\$0.00	
2	MOBILIZATION	\$12,900.00	\$0.00	\$8,450.00	\$0.00	\$8,450.00	\$6,450.00	
3	SILT FENCING/EROSION CONTROL	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,800.00	
4	CIVIL DEMO	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
5	CONCRETE FORM	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	
6	CONCRETE FINISH OUT	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	
7	ELECTRICAL	\$17,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,200.00	
8	TABLES AND GRILLS	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400.00	
9	METAL BEAM FENCING	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	
10	BOAT DOCKS	\$63,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,500.00	
11	VAULT INSTALL	\$61,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,680.00	
12	SUPERINTENDENT	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	
13	ADMINISTRATIVE/ O & P	\$29,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,050.00	
	TOTALS	\$268,280.00	\$0.00	\$14,200.00	\$0.00	\$14,200.00	\$244,080.00	5%

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

FILED: JAN 21 2020

By Myrcetez Gowan-Perkins,
Deputy

The Court went back to Item O. Work Session Items.

AGENDA: JANUARY 21, 2020

O. 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
(See after Supplemental Agenda) |
| 2. <i>Discussion re: Capital Expenditures:</i> including Discussion Regarding the Time Schedule for Capital Outlay / Recommendations from the Finance Committee Regarding on the Spending Policy / Equipment Financing, related matters | None |
| 3. <i>Discussion regarding County Property:</i> including Space Availability & Utilization of County Buildings/Law Library, Utilization Planning, Consultant, Joint Facilities Master Plan or Study; Space and Office Allocations; Tradinghouse Lake/Park; Updates regarding ADA Capital Improvements; Updates regarding Road Projects including Surrey Ridge Road, Speegleville Road, and/or Chapel Road; County Off-System Bridge Repair/Maintenance, Judicial Center Feasibility Study, File Storage at Downtown Jail, Original Themis Statue, Clock / Clock Tower Project, related matters | None |
| 4. <i>Discussion regarding Rural Transit District:</i> including Rural/Public Transportation Updates / Reports, related matter | None |
| 5. <i>Discussion regarding Radio Interoperability:</i> including Tower Sites, Trunking Systems and System Upgrades | None |
| 6. <i>Discussion regarding Risk Management Policy</i> | None |
| 7. Discussion regarding Jail Magistration | None |
| 8. Discussion regarding Vote Centers | None |

CD-547, 11:15

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 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; REINTEGRATION PROGRAMS; UPDATES FROM THE ASSOCIATE JUDGE; JACK HARWELL DETENTION FACILITY, RELATED MATTERS

On this the 20 day of January, 2021, 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 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; Reintegration Programs; Updates from the Associate Judge; Jack Harwell Detention Facility, related matters.

Report Date:	1/17/2020
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McLennan County EM Office

520 Columbus

Waco, TX 76701

Email: mclennanem1@recoveryms.com

Total Client's in lieu of Jail:	27
Total Indigent Client's:	15
Total Double Client's:	9
Client's:	463
Total Client's:	472

GPS Totals:	
Sheriff:	24
CSCD:	3
COB:	20
Felony:	2
Other:	24
PTIP:	0
Child Support:	0
Total Clients:	73

SCRAM CAM Totals:	
Sheriff:	0
CSCD:	8
COB:	2
Felony:	0
Other:	13
PTIP:	4
Child Support:	0
Total Clients:	27

SCRAM Remote Breath Totals:	
Sheriff:	0
CSCD:	26
COB:	0
Felony:	3
Other:	0
PTIP:	28
Volunteer:	0
Total Clients:	57

Soberlink Totals:	
Sheriff:	0
CSCD:	0
COB:	0
Felony:	0
Other:	0
PTIP:	0
Child Support:	0
Total Clients:	0

Drug Patch Totals:	
Sheriff:	0
CSCD:	19
COB:	1
Felony:	0
Other:	0
PTIP:	27
Child Support:	0
Total Clients:	47

UA Totals:	
Sheriff:	7
CSCD:	1
COB:	1
Felony:	0
Other:	2
PTIP:	248
Child Support:	0
Total Clients:	259

52/52 Totals:	
Sheriff:	0
CSCD:	0
COB:	0
Felony:	0
Other:	0
PTIP:	33
Child Support:	0
Total Clients:	33

Hair Testing Totals:	
Sheriff:	0
CSCD:	2
COB:	0
Felony:	0
Other:	0
PTIP:	73
Child Support:	0
Total Clients:	75

Judge Totals: (House Arrest Only)

Judge Cates	
GPS	14
SCRAM CAM	0
SCRAM RB	0
Soberlink	#REF!
Drug Patch	0
UA	7
Indigent	9
Total in lieu of Jail:	14
Double:	7

Judge Deivanayagam	
GPS	10
SCRAM CAM	3
SCRAM RB	0
Soberlink	0
Drug Patch	0
UA	0
Indigent	8
Total in lieu of Jail:	13
Double:	2

GPS Clients:

Judge Cates:

Client:	Client ID #:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Alexander, Jasmine M	2079423220	12/20/2019	Indigent	UA		2/14/2020	2/14/2020
Bates, Leonard C	2079421975	11/20/2019	Indigent	UA		2/14/2020	2/14/2020
Benson Brittany N	2079422931	12/12/2019	Indigent			2/7/2020	2/7/2020
Childers, Destiny L	2079423769	1/20/2020	Indigent	UA		3/3/2020	3/3/2020
Cornelius, Briana D	2079422957	12/13/2019	Indigent	UA		1/23/2020	1/23/2020
Corry, Juawan B	2079381814	1/10/2020				3/4/2020	3/4/2020
Crum, Jeff K	2079423715	1/9/2020				2/20/2020	2/20/2020
Giles, Xavier	2079422907	12/12/2019		UA		1/23/2020	1/23/2020
McAdams, Ty C	2079423722	1/9/2020				2/21/2020	2/21/2020
Nava, Brittany L	2079423221	12/20/2019	Indigent	UA		2/10/2020	2/10/2020
Price, Sharon R	2079423161	12/19/2019	Indigent	UA		2/14/2020	2/14/2020
Suarez, George E	2079423719	1/9/2020				3/22/2020	3/22/2020
Thompson, Douglas K	2079421287	11/1/2019	Indigent			3/1/2020	3/1/2020
Turley, Dawson A	2079389814	1/9/2020	Indigent			3/6/2020	3/6/2020

Total Clients:	14
Total Indigent	9

Judge Delvanayagam:

Client:	Client ID #:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Aguilar, Ashley N	2079422670	12/6/2019	Indigent			1/30/2020	1/30/2020
Atkins, Darnell	2079423219	12/20/2019	Indigent			2/14/2020	2/14/2020
Bowden, Ira	2079421827	11/15/2019	Indigent			1/25/2020	1/25/2020
Carr, Delvin D	2079423768	1/10/2020	Indigent			3/5/2020	3/5/2020
Glass, Julius M	2079423709	1/9/2020				3/21/2020	3/21/2020
Makovy, Jeffery S	2079422851	12/11/2019				1/22/2020	1/22/2020
Merritt, Kenneth W	2079423980	1/16/2020	Indigent			3/13/2020	3/13/2020
Milton, Chaizel V	2079421543	11/7/2019	Indigent			3/7/2020	3/7/2020
Nunley, Anthony L	2079423718	1/9/2020	Indigent			2/14/2020	2/14/2020
Wallace, Austin D	2079423780	1/10/2020	Indigent			2/21/2020	2/21/2020

Total Clients:	10
Total Indigent	8

Other Clients:

Felony:

Client:	Client ID #:	Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Haysmer, Tabitha L	2079353519	11/18/2019	Indigent		54th	3/21/2020	3/21/2020
Pearce, Clifford L	2079423235	12/20/2019	Indigent		Strother	3/18/2020	3/18/2020

Total Clients:	2
Total Indigent:	2

Condition of Bond:

No Payout/Layout Dates

Client:	Client ID #:	Enrollment:	Status:	Extra:	Judge: Specifications:	PO Date:	LO Date:
Banda, Jose G	2079422963	12/13/2019			Strother		
Brown, Dennis R	2079421987	11/19/2019	Indigent		Johnson		
Cook, Anthony J	2079421363	11/4/2019	Indigent		Strother		
Cooper-White, D'Onshae	2079410400	1/22/2019	Indigent		Strother		
Crook, Timothy L	2079399448	03/16/2018	Indigent				
Davis, Michael J	2079362041	8/14/2015	Indigent				
Deluna, Juan A	2079398872	01/23/2019	Indigent		Strother		

Total Clients:	20
Total Indigent:	10

Fraser, Marian I	2079397429	1/22/2018				
Goodwin, Larry J	2079403076	6/25/2018	Indigent			
Guillen, Esau	2079421135	10/29/2019			Strother	
Hill, Otho P	2079410791	2/1/2019		Scram Cam	Johnson	
Jackson, Jelin L	2079398667	2/26/2018				
Profitt, Phillip	2079401175	05/03/2018				
Safas, Vedell T	2079419685	9/23/2019			Strother	
Sartin, Chadrick P	2079408525	11/21/2018		Active	Strother	
Sims, Phillip W	2079418255	8/16/2019			Strother	
Vidal, Phillip N	2079423657	1/8/2020		Active	Strother	
Watkins, Chad S	2079423511	1/3/2020	Indigent		Strother	
Williams, Akeivuntray T	2079420207	10/4/2019	Indigent		Strother	
Williams, Jayson L	2079404767	8/10/2018	Indigent		Strother	

CSCD:

No Payout/Layout Dates			Judge:	PO:
Bockman, Brent S		11/22/2019	Johnson	Brandi Eure
Capistran, Gilbert	2079403349	4/8/2019		
Juarez, Francisco A	2079408513	11/20/2018	Indigent	

Total Clients:	3
Total Indigent:	1

Out of County:

No Payout/Layout Dates			Judge:	PO:
Altum, Juston J	2079414886	5/17/2019	Bell County	
Armstrong, Antonio R	2079412455	3/13/2019	Bell County	
Beauchamp, Phillip J	2079402268	6/1/2018	Bell County	
Carson, Jamar D	2079423315	12/23/2019	Bell County	
Dilligard, Timothy S	2079422989	12/16/2019	Bell County	
Henderson, David	2079406419	1/10/2019	Bosque County	
Henderson, Kayla D	2079406420	1/28/2019	Bosque County	
Jones, Craig L	2079411684	2/22/2019	Indigent	Bell County
Lett, Jackie L	2079386956	7/3/2017	Travis County	
Martinez-Gonzalez, Juan B	2079422450	12/3/2019	Bell County	
Mathlews, Brandon L	2079412585	3/14/2019	Bell County	
McGowan, Antoine L	2079410190	1/15/2019	Bell County	
Mead, Michael S	2079407365	12/10/2019	Bell County	
Parker, Amber M	2079410705	1/30/2019	Freestone County	Michael Dunn
Parker, Christopher S	2079403129	6/26/2018	Bell County	
Peels Jr, Thomas E	2079412101	3/6/2019	Bell County	
Raper, Alan W	2079401432	5/10/2018	Bell County	
Reyes Jr., Mario	2079402500	6/8/2018	Bell County	
Reymundo, Austin D	2079404973	8/17/2018	Bell County	
Ricca, George R	2079378757	11/3/2016	Bell County	
Rivera, Kalycia M	2079411735	2/22/2019	Bell County	
Sabado, Christopher	2079412564	3/15/2019	Bell County	
Tarrant, Alijah I	2079416968	7/15/2019	Indigent	Bell County
Vasquez, Daniel	2079410257	1/22/2019	Bell County	

Total Clients:	24
Total Indigent:	2

No Payout/Layout Dates			Judge:	PO:

Grand Total Clients	73
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**Double Clients:
Sheriff:**

Judge Cates:							
<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>
Alexander, Jasmine M	2079423220	12/20/2019	Indigent	UA		2/14/2020	2/14/2020
Bates, Leonard C	2079421975	11/19/2019	Indigent	GPS		2/14/2020	2/14/2020
Childers, Destiny L	2079423769	1/20/2020	Indigent	UA		3/3/2020	3/3/2020
Cornelius, Briana D	2079422957	12/13/2019	Indigent	UA		1/23/2020	1/23/2020
Giles, Xavier	2079422907	12/12/2019		GPS		1/23/2020	1/23/2020
Nava, Brittany L	2079423221	12/20/2019	Indigent	UA		2/10/2020	2/10/2020
Price, Sharon R	2079423161	12/19/2019	Indigent	UA		2/14/2020	2/14/2020

Total Clients:	7
Total Indigent:	6

Judge Delvanayagam:							
<u>Clients:</u>		<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>
Merkledove, Wakanda E	2079420653	10/17/2019	Indigent			1/10/2020	1/10/2020
Price, Tirus B	2079419833	9/26/2019	Indigent			11/8/2019	11/8/2019

Total Clients:	2
Total Indigent:	2

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>
Harrison, Christopher C	2079397485	03/20/2019	EtG	DP	McLennan		

Total Clients:	1
Total Indigent:	0

**UA Clients:
Sheriff:**

Judge Cates:							
Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Alexander, Jasmine M	2079423220	12/20/2019	Indigent	GPS		2/14/2020	2/14/2020
Bates, Leonard C	2079421975	11/19/2019	Indigent	GPS		2/14/2020	2/14/2020
Childers, Destiny L	2079423769	1/20/2020	Indigent	GPS		3/3/2020	3/3/2020
Cornelius, Briana D	2079422957	12/13/2019	Indigent	GPS		1/23/2020	1/23/2020
Giles, Xavier	2079422907	12/12/2019		GPS		1/23/2020	1/23/2020
Nava, Brittany L	2079423221	12/20/2019	Indigent	GPS		2/10/2020	2/10/2020
Price, Sharon R	2079423161	12/19/2019	Indigent	GPS		2/14/2020	2/14/2020

Total Clients:	7
Total Indigent:	6

Judge Delvanayagam:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:

Total Clients:	0
Total Indigent:	0

Other Clients:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Harrison, Christopher C	2079397485	03/20/2019	EtG	DP	McLennan		
Fossum, CaseyP	2079368960	11/14/2019		ETG	Family Law		

Total Clients:	2
Total Indigent:	0

Total CSCD	1
-------------------	----------

COB:

Clients:		Enrollment:	Status:	Extra:	Specifications:	PO Date:	LO Date:
Brown, Thomas G	2079422820	12/10/2019	UA		54th		

Total Clients:	1
Total Indigent:	0

Grand Total Clients:	10
Grand Total Indigent:	6

Hair Testing Clients:

Sheriff:

Judge Cates:						
<u>Clients:</u>	<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

Total Clients: 0

Judge Deivanayagam:						
<u>Clients:</u>	<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

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>
Oates, Victor D	2079404345	08/27/2018		McLennan		
Ponta, Aubrey N	2079340596	11/9/2018		McLennan		

Total Clients: 2
Total Indigent: 0

Total CSCD: 2

COB:

<u>Clients:</u>	<u>Enrollment:</u>	<u>Status:</u>	<u>Extra:</u>	<u>Specifications:</u>	<u>PO Date:</u>	<u>LO Date:</u>

Total Clients: 0
Total Indigent: 0

Grand Total Clients: 2
Grand Total Indigent: 0

2079413057	3/27/2019	52/52	Random UA	9/27/2020
2079422266	11/26/2019		Random UA	5/26/2020
2079415014	5/20/2019	52/52	Random UA	11/20/2020
2079407198	10/16/2018		Random UA	4/16/2020
2079416704	7/9/2019		Random UA & Random ETG Hair Test per PTIP's request	7/9/2021
2079414787	5/14/2019		Random UA & Random ETG Hair Test per PTIP's request	5/14/2020
2079415457	6/3/2019		Random UA	9/3/2020
2079409423	12/18/2018	52/52	Random UA	12/18/2020
2079411567	2/19/2019		Random UA & Random ETG Hair Test per PTIP's request	2/19/2021
2079413171	3/29/2019		Random UA	3/27/2020
2079410729	1/30/2019	52/52	Random UA & ETG Hair Test at PTIP's request	7/30/2020
2079417629	7/31/2019		DP 1st 30 days & Random UA & DP	7/31/2021
2079417886	8/7/2019		Random UA	11/7/2020
2079409165	12/11/2018		Random UA	12/11/2020
2079412131	3/4/2019		Random UA & ETG Hair Test at PTIP's request.	3/4/2020
2079420326	10/8/2019		DP 1st 60 Days, Random UA & ETG Hair Test at PTIP's request	1/8/2021
2079409342	12/17/2018	SCRAM Cam	Random UA	6/17/2020
2079422366	12/2/2019		Random UA & Random ETG Hair Test per PTIP's request	6/1/2020
2079418341	8/20/2019		Random UA & Random ETG Hair Test per PTIP's request	8/20/2020
2079412405	3/11/2019		Random UA	3/11/2020
2079423564	1/6/2020		Random UA & Random ETG Hair Test per PTIP's request	10/6/2020
2079412399	3/11/2019		Random UA	3/11/2020
2079420781	10/21/2019		DP First 60 Day's Random UA	10/21/2020
2079413569	4/9/2019		Random UA & ETG Hair Test at PTIP's request.	4/9/2020
2079399796	3/27/2018		Random UA	3/27/2020
2079421037	10/28/2019	52/52	Random UA	1/28/2021
2079421369	11/4/2019		DP 1st 30 Days, Random UA & DP	5/4/2021
2079407409	10/22/2018		Random UA	10/22/2019
2079423788	1/10/2020		Random UA & Random ETG Hair Test per PTIP's request	10/10/2020
2079418601	8/26/2019	Remote Breath	Random UA & Random ETG Hair Test per PTIP's request	8/26/2020
2079416040	6/18/2019	52/52	Random UA & Random ETG Hair Test per PTIP's request	12/18/2020
2079420761	10/21/2019		Random UA	4/21/2020
2079415556	6/5/2019		DP 1st 60 days-Random UA/DP	6/5/2021
2079407138	10/15/2018	Scram CAM	Random UA & Remote Breath	4/15/2020
2079420525	10/15/2019		Random UA	4/15/2020
2079418285	8/19/2019		Random UA	8/19/2020
2079416026	6/18/2019		Random UA	6/18/2020
2079412989	3/25/2019		Random UA	3/25/2020
2079422028	11/20/2019		Random UA & Random ETG Hair Test per PTIP's request	2/20/2021
2079420293	10/8/2019	Remote Breath	Random UA	2/8/2020
2079409099	2/19/2019		Random UA & Random ETG Hair Test per PTIP's request	2/19/2021
2079419786	9/25/2019		Random UA	6/25/2020
2079410661	1/29/2019		Random UA	1/29/2020
2079417974	8/9/2019	52/52	Random UA	2/9/2021
2079420045	10/2/2019	Remote Breath	Random UA & Random ETG Hair Test per PTIP's request	10/2/2020
2079411211	2/12/2019		Random UA	2/12/2020
2079416713	8/14/2019		DP 1st 30 days-Random UA & Random DP at PTIP's Request	8/14/2021
2079419502	9/17/2019		DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request	12/17/2020
2079404545	8/6/2018		Random UA	8/6/2020
2079413789	4/15/2019	Remote Breath	Random UA	7/15/2020
2079412732	3/19/2019		Random UA & Random ETG Hair Test per PTIP's request	9/19/2020
2079415007	5/20/2019		Random UA & Random ETG Hair Test per PTIP's request	5/20/2020
2079374426	9/9/2019	Remote Breath	Random UA	9/9/2020
2079423905	1/14/2020	Remote Breath	Random UA	7/14/2020
2079423111	12/18/2019	Remote Breath	Random UA	9/18/2020
2079415512	6/4/2019		DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request	6/4/2021
2079417799	8/5/2019	Remote Breath	Random UA	8/5/2020
2079414535	5/7/2019		Random UA	5/7/2020
2079412200	3/6/2019		Random UA	3/6/2020
2079421197	10/30/2019		Random UA & Random ETG Hair Test per PTIP's request	10/30/2020
2079422253	11/26/2019		Random UA & Random ETG Hair Test per PTIP's request	5/26/2021
2079413245	4/1/2019	52/52	Random UA & ETG Hair Test at PTIP's request.	10/1/2020
2079406958	10/10/2018		Random UA	10/10/2020
2079416892	7/22/2019		DP 1st 30 days. Random UA & DP @ PTIP Request	7/22/2021
2079414137	4/24/2019	52/52	Random UA	10/24/2020
2079413218	4/1/2019		Random UA	4/1/2021
2079416016	6/18/2018		Random UA	6/18/2020
2079422805	12/10/2019		Random UA	12/10/2020
2079413608	4/10/2019		Random UA & ETG Hair Test at PTIP's request.	4/10/2020

2079414065	4/23/2019		Random UA & Random ETG Hair Test per PTIP's request	4/23/2020
2079409648	12/26/2018		Random UA	12/26/2020
2079408178	11/13/2018		Random UA & ETG Hair Test at PTIP's request	11/13/2020
2079401171	5/2/2018		Random UA	5/2/2020
2079413018	3/26/2019		Random UA	3/26/2021
2079417849	8/6/2019		DP 1st 30 Days, Random UA	11/6/2020
2079417603	7/30/2019		Random UA & DP at PTIP's Request	7/30/2021
2079421724	11/12/2019	52/52	Random UA & Random ETG Hair Test per PTIP's request	11/12/2020
2079346420	9/24/2019		Random UA	9/24/2021
2079413205	4/1/2019		Random UA	4/1/2020
2079413623	4/10/2019	Remote Breath	Random UA	7/10/2020
2079415495	6/3/2019	Remote Breath	Random UA	9/3/2020
2079412517	3/13/2019		Random UA & ETG Hair Test at PTIP's request.	3/13/2021
2079419499	9/17/2019		Random UA	3/17/2021
2079413876	4/17/2019		Random UA	4/14/2020
2079410924	2/5/2019		Random UA	5/5/2020
2079417407	7/24/2019	Remote Breath	Random UA	10/24/2020
2079417291	7/22/2019		Random UA	7/22/2021
2079410939	2/5/2019	Remote Breath	Random UA	8/5/2020
2079423134	12/18/2019	Remote Breath	Random UA	12/18/2020
2079417356	7/23/2019	52/52	Random UA	1/23/2022
2079418518	10/1/2019		Random UA & Random ETG Hair Test per PTIP's request	1/1/2021
2079417311	7/22/2019		Random UA & Random ETG Hair Test per PTIP's request	7/22/2020
2079397652	6/17/2019		Random UA	6/17/2020
2079399020	3/6/2018		Random UA	3/6/2020
2079411560	2/19/2019		Random UA	8/19/2020
2079406190	9/19/2018		Random UA-ETG Hair Test @ PTIP Request	3/19/2020
2079420069	10/2/2019		Dp first 30 days, Random UA's	10/2/2020
2079421434	11/5/2019		DP 1st 30 Days, Random UA & DP	11/5/2020
2079422443	12/3/2019	52/52	Random UA	12/3/2020
2079416613	7/8/2019		Random UA	7/8/2020
2079413529	4/8/2019		Random UA & ETG Hair Test at PTIP's request.	4/8/2020
2079398812	2/28/2018		DP 1st 60 days, subject to random UA DP	2/28/2020
2079421702	11/12/2019		Random UA	11/12/2021
2079417372	7/23/2019		Random UA & Random ETG Hair Test per PTIP's request	7/23/2020
2079419776	9/25/2019		Random UA	12/25/2020
2079417859	8/6/2019		Random UA & Random ETG Hair Test per PTIP's request	8/6/2020
2079421898	11/18/2019		Random UA	5/18/2020
2079397946	2/5/2018		Random UA's	2/5/2020
2079412779	3/20/2019		DP 1st 90 Days, Random UA & Drug Hair Test & LSD at PTIP	3/20/2021
2079418615	8/26/2019		DP 1st 30 Days, Random UA & DP/ETG Hair Test at PTIP's re	8/26/2020
2079417036	7/16/2019	52/52	Random UA	7/16/2021
2079409948	1/8/2019		Random UA & Remote Breath	1/8/2020
2079418694	8/27/2019	52/52	Random UA	11/27/2020
2079421374	11/4/2019	52/52	Random UA	2/4/2021
2079422168	11/25/2019		Random UA	5/25/2020
2079421934	11/18/2019	52/52	Random UA & Random ETG Hair Test per PTIP's request	11/18/2021
2079412675	3/18/2019		Random UA & Random ETG Hair Test per PTIP's request	9/18/2020
2079417544	7/29/2019	52/52	Random UA	1/29/2021
2079421055	10/28/2019		Random UA & ETG Hair Test Every 90 Days.	7/28/2020
2079422761	12/9/2019		Random UA	6/9/2021
2079408264	11/14/2018		Dp 1st 30 days-Random UA/DP	11/14/2020
2079422469	12/3/2019		Random UA	3/3/2021
2079422812	12/10/2019	RB	Random UA	9/10/2020
2079416522	7/3/2019		Random UA & Random ETG Hair Test per PTIP's request	7/3/2020
2079418365	8/20/2019		Random UA	8/20/2020
2079421105	10/29/2019	52/52	Random UA & Random ETG Hair Test per PTIP's request	1/29/2021
2079352217	2/27/2019		Random UA & Random ETG Hair Test per PTIP's request	5/27/2020
2079421085	10/29/2019		DP 1st 30 Days, Random UA & ETG Hair Test at PTIP's request	10/29/2020
2079408174	11/13/2018		Random UA & ETG Hair Test at PTIP's request.	5/13/2020
2079418303	8/19/2019	52/52	Random UA & Random ETG Hair Test per PTIP's request	11/19/2020
2079419789	9/25/2019		Random UA	9/26/2020
2079418975	9/4/2019	52/52	Random UA	3/4/2021
2079407193	10/16/2018	52/52	Random UA	1/16/2020
2079422016	11/20/2019	52/52	Random UA	5/20/2021
2079415753	6/10/2019	Remote Breath	Random UA	6/10/2020
2079411876	2/26/2019		Random UA	2/26/2021
2076414152	4/24/2019		Random UA	4/24/2021
2079423557	1/6/2020		Random UA & Random ETG Hair Test per PTIP's request	7/6/2020

2079413797	4/15/2019		Random UA	4/15/2021
2079412162	3/5/2019		Random UA & ETG Hair Test at PTIP's request.	3/5/2020
2079422185	11/25/2019		Random UA	5/25/2020
2079414282	4/29/2019		Random UA & Random ETG Hair Test per PTIP's request	4/29/2020
2079409978	1/8/2019		Random UA	1/8/2021
2079423668	1/8/2020		Random UA	10/8/2020
2079414321	4/30/2019		Random UA & Random ETG Hair Test per PTIP's request	4/30/2020
2079417387	7/24/2019		Random UA & Random ETG Hair Test per PTIP's request	7/24/2020
2079422778	12/9/2019		DP First 30 Days & at Random - Random UA	12/9/2020
2079408975	12/5/2018		Random UA	12/5/2020
2079411227	2/12/2019		Random UA	2/12/2020
2079417833	8/6/2019		Random UA (1-2 x per quarter)	8/6/2020
2079401866	5/21/2018		Random UA-ETG Hair Test @ PTIP Request	5/21/2020
2079420559	10/16/2019	52/52	Random UA	10/16/2021
2079416031	6/18/2019	52/52	Random UA	9/18/2020
2079414358	5/1/2019		Random UA	5/1/2020
2079419515	9/18/2019		Random UA	3/18/2020
2079415103	5/22/2019		Random UA	5/22/2020
2079415108	5/22/2019		Random UA	5/22/2020
2079423944	1/15/2020	52/52	Random UA	1/15/2021
2079405654	9/5/2018		Random UA	9/5/2020
2079405884	9/11/2018		OP 1st 60 days Random UA's, ETG Hair or DP PTIP Request	9/11/2020
2079399335	3/14/2018		Random UA	3/14/2020
2079415005	5/20/2019	Remote Breath	Random UA	11/20/2020
2079407487	10/24/2018		Random UA	10/24/2020
2079422555	12/4/2019		Random UA	9/4/2020
2079416057	6/19/2019		Random UA	6/19/2021
2079416465	7/2/2019		Random UA	7/2/2020
2079402621	6/12/2018		Rand UA/ EtG@PTIP	6/12/2020
2079419729	9/24/2019	52/52	Random UA	12/24/2020
2079414351	5/1/2019		Random UA & Random ETG Hair Test per PTIP's request	5/1/2020
2079422197	11/25/2019		Random UA	11/25/2020
2079412969	3/25/2019		Random UA & Random ETG Hair Test per PTIP's request	3/25/2020
2079415254	5/28/2019		Random UA & Random ETG Hair Test per PTIP's request	8/28/2020
2079407905	11/6/2018		Random UA	11/6/2019
2079404132	7/24/2018		Random UA	7/24/2020
2079417086	7/17/2019		Random UA & Random ETG Hair Test per PTIP's request	7/17/2020
2079419998	10/1/2019		Random UA's	4/1/2020
2079412506	3/13/2019	52/52	Random UA	9/13/2020
2079417296	7/22/2019	Remote Breath	Random UA	7/22/2020
2079409967	1/8/2019		Random UA	1/8/2020
2079409964	1/8/2019		Random UA & ETG Hair Test at PTIP's request.	1/8/2020
2079413589	4/9/2019	52/52	Random UA	4/9/2020
2079411888	2/26/2019		Random UA	2/26/2020
2079414836	5/15/2019		Random UA	5/15/2020
2079419317	9/13/2019	Remote Breath	Random UA	9/13/2020
2079418389	8/21/2019	Remote Breath	Random UA & Random ETG Hair Test per PTIP's request	8/21/2020
2079408854	12/5/2018		Random UA	6/3/2020
2079416072	6/19/2019	52/52	Random UA & Random ETG Hair Test per PTIP's request	6/19/2021
2079418742	8/28/2019	52/52	Random UA	11/28/2020
2079408446	11/19/2018		Random UA & ETG Hair Test at PTIP's request.	11/19/2020
2079415263	5/28/2019		Random UA	5/28/2020
2079401927	5/22/2018		Random UA	5/22/2020
2079410268	1/16/2019	Remote Breath	Random UA	4/16/2020
2079418968	9/4/2019		Random UA	6/4/2020
2079415760	6/10/2019		DP 1st 90 days. Random UA & EtG per PTIP's request	9/10/2020
2079405669	9/5/2018		Random UA	9/5/2020
2079411507	2/18/2019	52/52	Random UA	2/18/2020
2079411832	2/25/2019		Random UA	2/25/2021
2079409770	1/2/2019	Scram CAM	Random UA	7/2/2020
2079409173	12/11/2018		Random UA	6/11/2020
2079420000	10/1/2019		Random UA's	7/1/2020
2079414595	5/8/2019		DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request	5/8/2021
2079409454	12/19/2018	52/52	Random UA	6/19/2020
2079411321	2/13/2019		DP 1st 90 Days, Random UA & ETG Hair Test at PTIP's request	2/13/2021

Other Clients:

<u>RB</u>		

Total Scram RB Client: 0

<u>Scram CAM:</u>		
Springer, Larry	2079412157	3/5/2019

Total Scram CAM Client: 1

<u>SoberLink:</u>		

<u>Drug Patch:</u>		

Total Clients: 1

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

FILED: **JAN 21 2020**

By Myroeteez Gowan-Perkins,
Deputy

ORDER ADJOURNING SPECIAL SESSION

On this the 21 day of January, 2020, at 11:15 o'clock a.m. Judge Felton announced that the meeting of January 21, 2020 is adjourned.

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 _____, 2020.

**Kelly Snell,
Commissioner Precinct 1**

**Patricia Chisolm-Miller,
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-Perkins