

FILED FOR RECORD
KAUFMAN CO. TEXAS

2018 JUL 20 AM 8: 22

LAURA A. HUGHES
COUNTY CLERK

BY: _____

DEPUTY



NOTICE OF REGULAR MEETING KAUFMAN COUNTY COMMISSIONERS' COURT

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, July 25, 2018 at 9:00 a.m., in the Commissioners' Court Room at the Courthouse Annex, 100 North Washington Street, Kaufman, Texas**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

INVOCATION;

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND THE TEXAS FLAG;

REMARKS FROM VISITORS; (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three minute presentation.)

1. ROUTINE CORRESPONDENCE.

2. CONSENT AGENDA

- A.** Approve Commissioners' Court meeting minutes for special meeting on July 12, 2018 and regular meeting on July 18, 2018.
- B.** Approve Interlocal Agreement with North Central Texas Council of Governments for Solid Waste Implementation Project.
- C.** Review House Bill 3693 Report regarding Kaufman County's 2017 Utility Usage.

3. Discuss/Consider accepting Treasurer's Monthly Report for June, 2018, Quarterly Report, and Quarterly Investment Report.

4. Sheriff Bryan Beavers; To present Sheriff's Department Monthly Report for June 2018.

5. Discuss/Consider approving Assessments and Collections Contract with the City of Oak Grove.

6. Update regarding Kaufman County Child Welfare Board.

7. Discuss/Consider approving payroll and benefits.

8. Discuss/Consider line item transfers.

9. Discuss/Consider claims for payment.

10. Discuss/Consider exiting regular meeting and entering into Executive Session.

11. Executive Sessions:

Pursuant to Section 551.071 of the Texas Government Code, the Commissioners' Court will meet in closed session to consider pending or contemplated litigation subjects or settlement offers. The following subject may be discussed:

Windmill Farms 4 D Development– 2035 Thoroughfare Plan and preliminary variances.

Pursuant to Section 551.087 of the Texas Government Code, the Commissioners' Court will meet in closed session to consider deliberations regarding economic development negotiations. The following subject may be discussed:

Economic Development negotiations for Project Eagle in Precinct 2.

12. **Discuss/Consider** exiting Executive Session and entering back into regular meeting.
13. **Discuss/Consider** taking any action needed as a result of executive session.
14. **Discuss/Consider** Freese and Nichols presentation of a technical memorandum regarding Windmill Farms Phase 4 Development and 2035 Thoroughfare Plan.
15. **Discuss/Consider** approving any necessary action as a result of technical memorandum findings regarding the 2035 Thoroughfare Plan and Windmill Farms Phase 4 Development.
16. **Discuss/Consider** approving variances for Windmill Farms 4D preliminary plat.
17. **Discuss/Consider** approving preliminary plat for Windmill Farms 4D.
18. **Motion to Adjourn** regular meeting and enter into a Budget Workshop.

BUDGET WORKSHOP:

To discuss the proposed FY 2018-2019 Budget; and possibly meet with the following persons/departments; **Rebecca Anderson, Terrell Library**; Indigent Health Care, Purchasing, District Clerk, Public Works, Fire Marshal, Human Resource, Constable Precinct 1,2,3 and 4, Justice of the Peace Precinct 1,2,3 and 4, Facilities Department, Library, Adult Probation, Treasurer, County Court at Law, County Court at Law #2, Veterans Service Office, Auditor, County Clerk, District Attorney, Sheriff's Department, Public Defender, Emergency Management, Project Manager, 86th District Court, 422nd District Court, Telecommunications Department, Senior Connect, IT Department, Emergency Childrens' Shelter, Juvenile Probation, and any other departments/agencies who receive funding from Kaufman County.


If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

Attorney Consultation	Gov't Code §551.071
Real Property	Gov't Code §551.072
Contract being negotiated	Gov't Code §551.0725
Prospective gifts or donations	Gov't Code §551.073
Personnel Matters	Gov't Code §551.074
County Advisory Body deliberations	Gov't Code §551.0745
Security Devices or Security Audits	Gov't Code §551.076
Economic Development negotiations	Gov't Code §551.087

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

Signed this the 20th day of July, 2018.


Bruce Wood, Kaufman County Judge

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 20th day of July, 2018, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Laura Hughes, County Clerk

By: Laura Hughes
Deputy M. Vangundy

(ANYONE WHO HAS IMPAIRMENTS REQUESTING ADJUDICATION AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS PRIOR TO THE MEETING.)

**COMMISSIONERS COURT
WORKSHOP
JULY 12, 2018**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop in the Kaufman County Annex, 2nd Floor Conference Room, Kaufman Texas with the following members present to wit: **Bruce Wood**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2: Absent; **Terry Barber**, Commissioner Precinct No. 3; **Jakie Allen**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

WORKSHOP

DISCUSSION

There came on to be a Workshop to discuss legislative solutions regarding county land-use regulations and lack of zoning authority. Several members of the public spoke on the issues.

WORKSHOP ADJOURNED

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are a true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:

Laura Hughes, County Clerk

**COMMISSIONERS COURT
REGULAR MEETING
JULY 18, 2018**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Kaufman County Annex, 2nd Floor Conference Room, Kaufman Texas with the following members present to wit: **Bruce Wood**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Jakie Allen**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

INVOCATION;

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;

REMARKS FROM VISITORS;

ROUTINE CORRESPONDENCE

MOTION TO APPROVE CONSENT AGENDA

2. There came on to be considered a motion to approve the Consent Agenda.

- A. Presentation of Star Transit's June 2018 Demand and Response, Kaufman Trolley, The Link #802, Terrell Hwy 80 #803, Terrell Horseshoe #804 Ridership Reports.
- B. Accept Deputations of Diego Andres Perea and Sherry Lynn Keathley for the District Clerk's office.
- C. Approve Re-appointment of Debbie Wagner, Shelia Gillespie and Dustin Tallant to the Emergency Services District #1 Board for a remainder of 2-year term until 12-31-2019.
- D. Accept Commissioners Court Regular Meeting Minutes for June 20, 2018 and July 11, 2018, Regular/Workshop Minutes for June 27, 2018 and Special Meeting Minutes for July 3, 2018.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ACCEPT REPORT

3. There came on to be considered a motion to accept Kaufman County Collections Monthly Report for June 2018.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ACCEPT REPORT

4. There came on to be considered a motion to accept Indigent Healthcare Quarterly Report for quarter ending June 30, 2018.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ACCEPT REPORT

5. There came on to be considered a motion to accept the Tax Assessor-Collector's Monthly Report for June 2018.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE PERMIT

6. There came on to be considered a motion to approve Sewer Crossing Permit for Lake Ray Hubbard Drive (Permit to Construct Access Driveway Facilities on County Road Right of Way Permit).

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE BORING UNDER ROAD

7. There came on to be considered a motion to approve allowing Mr. Nick Chestnut to bore under County Road 4036 to extend water line to his other property at 24 inches.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Terry Barber.

Motion was put to a vote. Motion carried and is so ordered.

DISCUSSION

8. There came on to be a discussion to review the statutory requirements for members of Kaufman County Child Welfare Board.

MOTION TO APPROVE EQUIPMENT LEASE

9. There came on to be considered a motion to approve leasing a 2018 John Deere 544K Loader from RDO Equipment, in the amount of \$173,918.52 for Road & Bridge Pct. 4, utilizing BuyBoard Contract #515-16.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE AWARDING OF RFQ

10. There came on to be considered a motion to approve awarding RFQ #06-18 Subdivision Regulations Consultant Services to Freese and Nichols and authorize staff to negotiate and execute an agreement with the selected firm.

Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE COURT ORDER

11. There came on to be considered a motion to approve Court Order Abandoning Partial Section of County Road 334 (CR 334) - the closure of the portion of CR 334 that begins at the location of CR 334 as set forth in the Vannoy Survey prepared on June 18, 2018 (attached as Exhibit A to the Court Order Abandoning Partial Section of CR 334) and continuing north on CR 334 until the intersection of CR 335.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Jakie Allen.

Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ACCEPT REPORT

12. There came on to be considered a motion to accept Auditor's Monthly Report for June 2018.
Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Jakie Allen.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ACCEPT REPORT

13. There came on to be considered a motion to accept Auditor's Quarterly Report for quarter ending June 30, 2018.
Motion was made by Commissioner Mike Hunt and seconded by Commissioner Terry Barber.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE LINE ITEM TRANSFERS

14. There came on to be considered a motion to approve Line Item Transfers.
Motion was made by Commissioner Jakie Allen and seconded by Commissioner Terry Barber.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE CLAIMS FOR PAYMENT

15. There came on to be considered a motion to approve Claims for Payment for \$667,886.08
Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber.
Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE EXITING REGULAR MEETING
AND ENTER INTO EXECUTIVE SESSION**

16. There came on to be considered a motion to approve exiting the Regular Meeting and enter into Executive Session; pursuant to Texas Government Code § 551.071 of the Texas Government Code: Commissioners Court will meet in closed session to consider pending or contemplated litigation subjects or settlement offers. The following cases/subjects may be discussed: Opioid litigation.
Motion was made by Commissioner Jakie Allen and seconded by Commissioner Skeet Phillips.
Motion was put to a vote. Motion carried and is so ordered.

EXECUTIVE SESSION

17. Executive Session was held. County Judge has Certified Agenda.

**MOTION TO APPROVE EXITING EXECUTIVE SESSION
AND ENTER INTO REGULAR MEETING**

18. There came on to be considered a motion to approve exiting the Executive Session and enter into Regular Meeting.
Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE FILING OF LAWSUIT

19. There came on to be considered a motion to approve authorize county's legal representatives to file opioid lawsuit on behalf of Kaufman County Texas within Federal Court.
Motion was made by Judge Bruce Wood and seconded by Commissioner Terry Barber.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ADJOURN

20. There came on to be considered a motion to adjourn Regular Meeting.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Mike Hunt.

Motion was put to a vote. Motion carried and is so ordered.

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are a true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:

Laura Hughes, County Clerk

2017/2018 MATERIALS MANAGEMENT CALL FOR PROJECTS
PROJECT SUMMARY SLIDE

APPLICANT: Kaufman County

GRANT ADMINISTRATOR: Kaufman County

KEY PARTNERS: Kaufman County Sheriff's Department, Kaufman County Agrilife Office, Commodity Recycling Solutions LLC, CG Environmental, Kaufman, Kemp, and Scurry-Rosser ISD

PROJECT TITLE: Kaufman County Clean Up Project

REQUESTED SOLID WASTE FUNDS: \$69,038.70

PROJECT CATEGORY: Local Enforcement,
Household Hazardous Waste, Litter and Illegal Dumping
Programs, Educational and Training Projects

PROJECT SUMMARY: This grant funding would go toward the cost of holding electronic and household hazardous waste clean up events in two locations on two different dates, illegal dumping clean up efforts and prevention surveillance cameras, as well as educational materials and advertisement.

PROJECT IMPACT: This project will create an opportunity for the residents of Kaufman County to dispose of their Recyclables and Household Waste items they have around their homes which eventually might end up on our County Roads. Kaufman County will be able to hold citizens responsible for their actions by placing surveillance cameras up on the high problem County Roads. We will advance the goals of the regional plan by sharing the importance of caring for our environment by creating a handout that lines out locations and events where the residents of Kaufman County can go to dispose of their Recyclables and Household Hazardous Waste. We will be reaching over 22,000 Kaufman County residents through email newsletters and mail outs, 4000 Residents by direct contact, 9100 residents by adding an insert to the local newspaper, and over 500 Kaufman County 2nd grade students and their families.

PROJECT GOALS:

To increase recycling participation in Kaufman County and meet the environmental needs of our residents.

To reduce contamination and solid waste from ending up in landfills, being burned or illegally dumped on our County Roads.

To distribute information and educate county residents about existing solid waste disposal options and scheduled Recycling/Household Hazardous Waste/Clean up events.

To educate students from area school Districts about the Importance of Recycling and Protecting the Environment.

KEY TAKEAWAY: This is a holistic clean up project, where we want to dispose of past litter, defend against current illegal dumping perpetrators, and cultivate future recycling habits through adult and youth education.

Kaufman County Clean Up Project Timeline

- 1) Task: Executing of Interlocal Agreement with NCTCOG:
 - a) Funds become available – June 2018

- 2) Task: Purchase Handouts, Banners and Equipment:
 - a) Order tri-fold information handouts – June 2018
 - b) Order banners – June 2018
 - c) Order security cameras – June 2018

- 3) Task: Electronics and Household Hazardous Waste Recycling Event
 - a) Advertise in area newspapers about the Kaufman County Cleanup Project and Recycling Events – August 2018, February 2019
 - b) Send inserts/tri-fold pamphlets to the newspaper – August 2018
 - c) Electronic Recycling Events – September 2018, March 2019
 - d) Household Hazardous Waste Events – September 2018, March 2019

- 4) Task: Environmental Deputies, Detention Officer and Inmates:
 - a) Respond to and conduct initial investigations -June 2018 – March 2019
 - b) Conduct clean ups on County Roads when needed – June 2018 - March 2019
 - c) Attend Court dates when necessary – June 2018 – March 2019

- 5) Task: Adult Education:
 - a) Share cleanup project information during all Agriculture and Natural Resource/Master Gardener programs, newsletters, and emails (ex. September – 2018/March 2019 Master Gardener Seminar– June 2018, March 2019 October 2018 – County Wide Hay Show)
 - b) Share cleanup project information during all Family and Consumer Science programs, newsletters, and emails – June 2018 – March 2019
 - c) Share cleanup project information during all 4-H programs, newsletters, and emails – June 2018 – March 2019

6) Task: Purchase Educational Supplies and Displays:

- a) Purchase and assembly learning trunks – July 2018
- b) Purchase and create display board – July 2018

7) Task: School education program:

- a) Meet with 2nd grade teachers to inform them about learning trunks – August 2018
- b) Learning experience 1 in school districts – September 2018
- c) Learning experience 2 in school districts - November 2018
- d) Learning experience 3 in school districts – January 2019
- e) Hands on learning activities from the Learning Trunk – September 2018 – February 2019

8) Task: Quarterly Status Reports on progress of grant project

- a) Submit First Quarterly Status Report – September 2018
- b) Submit Second Quarterly Status Report – December 2018
- c) Submit Third Quarterly Status Report - March 2019
- d) Submit Fourth Quarterly Status Report – March/April 2019

9) Task: All expenditures and activities completed

- a) All activities and expenditures completed - March 31, 2019

10) Task: Finalize all aspects of the grant project

- a) Submit Final Results Report – April 2019
- b) Submit Final Reimbursement Request – April 2019
- c) Submit Release of all Claims - April 2019

**Interlocal Agreement
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and
KAUFMAN COUNTY**

1. AGREEMENT PARTIES

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments
Herein referred to as: NCTCOG

Subrecipient: Kaufman County
Herein referred to as: SUBRECIPIENT

2. PURPOSE

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

3. SERVICES

For the Kaufman County Clean Up Project, the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

4. TERM OF AGREEMENT

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2019, unless terminated earlier as provided herein.

5. AVAILABILITY OF FUNDS

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriate by the Texas Legislature for the purposes of this Agreement or the respective claim, suite or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

6. REIMBURSEMENTS AND PAYMENTS

The funding amount under this Agreement shall not exceed \$69,038.70 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by March 31, 2019 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by March 31, 2019.

The SUBRECIPIENT must submit a Request for Reimbursement Form at least quarterly (even if no funds were spent), but not more frequently than once a month. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items, including any past due progress reports or other forms, have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

Release of Claims. As a condition of final payment or settlement, or both, the SUBRECIPIENT shall execute and deliver to NCTCOG a release of all claims against NCTCOG for payment under this Agreement.

7. TERMINATION

Termination for Cause. NCTCOG may, upon providing 30 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

Termination for Convenience. NCTCOG may, upon providing 30 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Representatives. The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:

Cassidy Campbell, Environment & Development
Senior Planner
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 608-2368 FAX: (817) 695-9191
Email: ccampbell@nctcog.org

Alternate Contact to Project Representative:

Hannah Allen, Environment & Development
Planner
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL (817) 695-9215 FAX (817) 695-9191
Email: hallen@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Bruce Wood, County Judge
100 W. Mulberry
Kaufman, Texas 75124
TEL : 972-932-0740 FAX:972-932-1368
Email: jbwood@kaufmancounty.net

Alternate Contact to Project Representative:

Pam Corder, Project Manager
100 W. Mulberry
Kaufman, Texas 75124
TEL: 972-932-0740 FAX:972-932-1368
Email: pcorder@kaufmancounty.net

Electronic Signatures. Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

Records Location. The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

Kaufman County
100 W. Mulberry
Kaufman, Texas 75124

9. COMPLIANCE WITH APPLICABLE LAWS

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Agreement Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC, §§5.141 - 5.167, (collectively, "UGMS").
- General Appropriations Act, 84th Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

10. AGREEMENT AMENDMENTS

Agreement Changes/Adjustments. NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

Budget Amendments. The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget changes that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

Extension of Expense Deadline. An extension of the March 31, 2019 deadline for incurring, paying, and billing all expenses to NCTCOG must be requested by the SUBRECIPIENT in writing no later than January 15, 2019. NCTCOG in its sole discretion will determine whether or not an extension of the expense deadline will be granted.

11. PROGRESS REPORTING REQUIREMENTS

The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment E. For any changes to the reporting due dates, the SUBRECIPIENT must obtain written prior approval for an extension from NCTCOG. All required reports must be submitted electronically to NCTCOG. Based on the quarterly progress reports submitted by the SUBRECIPIENT, an in-person meeting or conference call may be required at NCTCOG's discretion in order to advance the project if certain milestones are not being met.

12. ADDITIONAL GENERAL TERMS AND CONDITIONS

No Debt against the State. This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

No Interest for Delayed Payment. Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

Audit of Funds. The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

Financial Records. SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide to NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

Responsibility for the Scope of Work. SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

Independent Contractor. The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

Responsibilities for Subcontractors. The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

No Third Party Beneficiary. NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

Time is of the Essence. SUBRECIPIENT's timely performance is a material term of this Agreement.

Delays. Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

Conflict of Interest. SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

Quality and Acceptance. All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

Quality Assurance. All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data

includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

Laboratory Accreditation. Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

Third Party Intellectual Property. Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

Grant of License. SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

Insurance. Unless prohibited by law, the SUBRECIPIENT shall require its contractors to obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND SUBRECIPIENT AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

Payment of a Release. Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

Schedule of Remedies available to the NCTCOG. The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

Opportunity to Cure. The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

Survival of Obligations. Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

Delivery of Notice. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

State, Federal Law. This Agreement is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.

Severability. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

Assignment. No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

Venue. The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

Publication. The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

Waiver. With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT's obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

Compliance with Laws. NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

Counterparts. This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

Accessibility. All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

Kaufman County

North Central Texas Council of Governments

Signature

Michael Eastland
Executive Director

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT A **SCOPE OF WORK**

This project will directly benefit the residents of Kaufman County. Kaufman County will place high quality surveillance cameras on the County Roads with high concentrations of illegal dump sites in order to deter illegal dumping and also catch offenders. The banners will be used to notify residents of contact information to report illegal dumping activities and illegal dump sites. The equipment will be used 100% for illegal dumping purposes. Additionally, Residents will be able to dispose of their Recyclables and Household Waste items at the 4 collection events (2 electronic recycling and 2 HHW events) which will also help prevent illegal dumping. An information display booth will be set up at the HHW and electronic recycling events. The events are expected to be held in September 2018 and March 2019 in Kaufman County. Kaufman County will also place high quality surveillance cameras on the County Roads with high concentrations of illegal dump sites in order to deter illegal dumping and also catch offenders. Over 22,000 Kaufman County residents will be reached through email newsletters and mail outs and 4,000 residents by direct mail regarding notification of the events and information on protecting the environment from illegal dumping. Additionally, 3 "learning trunks" will be purchased that will be left at schools for 2nd grade teachers to use for educational purposes. The trunks will include educational books, a clever catch ball, Earth bingo, and artwork displaying recycled items that will be packaged in a mobile tool kit. Additionally, Residents will be able to dispose of their Recyclables and Household Waste items at the 4 collection events (2 electronic recycling and 2 HHW events) which will also help prevent illegal dumping. An information display booth will be set up at the HHW and electronic recycling events. The events are expected to be held in September 2018 and March 2019 in Kaufman County. The newspaper advertisements (8 separate ads) will be to notify residents of the events.

Tasks, deliverables, and timeline are listed below in the following format:

- 1. Task**
 - a. Deliverable (Due Date)**
1. Completion of grant deliverables
 - a. Submit quarterly reports on timeline determined by NCTCOG (beginning September 2018)
 - b. Complete all expenditures and submit reimbursement requests (March 31, 2019)
 - c. Submit Release of Claims (May 15, 2019)
 - d. Submit cumulative Results Report through August 2019 (September 2019)
 - e. Submit TCEQ Year Later Report (September 2020)
2. Purchase Banners and Equipment
 - a. Order banners – June 2018
 - b. Order surveillance cameras – June 2018
3. Electronics and Household Hazardous Waste Recycling Event
 - a. Advertise in area newspapers about the Kaufman County Clean Up Project and Recycling Events – August 2018, February 2019
 - b. Send inserts to the newspaper – August 2018
 - c. Electronic Recycling Events – September 2018, March 2019
 - d. Household Hazardous Waste Events – September 2018, March 2019
4. Environmental Deputies, Detention Officer and Inmates
 - a. Respond to and conduct initial investigations -June 2018 – March 2019
 - b. Conduct clean ups on County Roads when needed – June 2018 - March 2019
 - c. Attend Court dates when necessary – June 2018 – March 2019
5. Adult Education
 - a. Share cleanup project information during all Agriculture and Natural Resource/Master Gardener programs, newsletters, and emails (ex. September – 2018/March 2019)

- Master Gardener Seminar– June 2018, March 2019 October 2018 – County Wide Hay Show)
- b. Share cleanup project information during all Family and Consumer Science programs, newsletters, and emails – June 2018 – March 2019
- c. Share cleanup project information during all 4-H programs, newsletters, and emails – June 2018 – March 2019
- 6. Purchase Educational Supplies and Displays
 - a. Purchase and assemble environmental learning trunks – July 2018
 - b. Purchase and create display board – July 2018
- 7. School Education program
 - a. Meet with 2nd grade teachers to inform them about learning trunks – August 2018
 - b. Learning experience 1 in school districts – September 2018
 - c. Learning experience 2 in school districts - November 2018
 - d. Learning experience 3 in school districts – January 2019
 - e. Hands on learning activities from the Learning Trunk – September 2018 – February 2019
- 8. Quarterly Status Reports on progress of grant project
 - a. Submit First Quarterly Status Report – September 2018
 - b. Submit Second Quarterly Status Report – December 2018
 - c. Submit Third Quarterly Status Report - March 2019
 - d. Submit Fourth Quarterly Status Report – March/April 2019
- 9. All expenditures and activities completed
 - a. All activities and expenditures completed – March 31, 2019
- 10. Finalize all aspects of the grant project
 - a. Submit Final Results Report – April 2019
 - b. Submit Final Reimbursement Request – April 2019
 - c. Submit Release of all Claims - April 2019

ATTACHMENT B
PROJECT BUDGET AND DETAILED COST SHEETS

Budget Categories	Funding Approved
1. Personnel (Salary)	\$0
2. Fringe Benefits	\$0
3. Travel (Does not include registration)	\$0
4. Supplies (unit cost of less than \$1,000)	\$0
5. Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999)	\$29,401.92
6. Contractual (other than for Construction)	\$35,486.86
7. Construction	\$0
8. Detailed "Other" Expenses Budget	\$4,149.92
TOTAL Direct charges (sum of lines 1-8)	\$0
9. Indirect charges	\$0
TOTAL COST (sum of lines 1-9)	\$69,038.70

LIST IN-KIND DETAILS

NOTE: Appropriate documentation must be included in order to receive credit for any eligible in-kind items. (i.e. proof of payment, proof of value etc).

Kaufman County provides the salary for the Environmental Deputies currently employed by Kaufman County. This is estimated to be a \$45,501 value.

DETAILED BUDGET SHEET - Equipment

This budget sheet should be completed if any expenses are entered for equipment on Line 5 of the Project Budget Summary; otherwise omit.

Equipment includes all non-construction related, tangible property having a unit acquisition cost of **\$5,000** or more with an estimated useful life of over one-year. All equipment purchases must be pre-approved by NCTCOG. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement.

Importantly, any equipment/facilities with a per-unit value of \$5,000 or more may not be transferred or sold without prior authorization from TCEQ. Additionally, certain types of equipment are classified as "controlled assets" with costs up to and including \$4,999 and shall be maintained on the inventory system. Examples of Controlled Assets are computers, fax machines, cameras, telephones, etc.

<u>Equipment (description, type, model, etc.)</u>	<u># of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
FY18 Matrix Surveillance System Pole-Mounted Cameras (3 @ \$9,800.64)	3	\$9,800.64	\$29,401.92

DETAILED BUDGET SHEET - Construction

No construction expenditures are eligible for reimbursement under this Agreement, unless such Agreements' scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT'S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

All construction projects **must** be pre-approved by NCTCOG. Construction costs include facility design, site preparation, and facility construction. Indicate clearly whether construction services are provided by the SUBRECIPIENT or through subcontracts for outside services.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- the cost of materials and labor associated with the construction project;
- the cost of equipment attached to the permanent structure; and the cost of planning the project; and,
- any subcontracts, including Agreements for services, performed as part of the construction.

All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed.

ATTACHMENT C
ELIGIBLE EXPENSE STANDARDS

Contractual Expenses

All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT'S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

The following is an itemized list of contractual expenses associated with the funded project, with as many specifications as possible:

Contractual (and related expenses)	Costs
FY19 Electronic Recycling Event (2 @ \$4,200)	\$8,400.00
FY19 HHW Event (2 @ \$13,543.43)	\$27,086.86

Other Expenses

Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.

The “Other” expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this “Other” category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include but are not necessarily limited to:

- | | |
|-------------------------------|-----------------------------|
| a. Postage/delivery | g. Office space |
| b. Telephone/Fax | h. Basic office furnishings |
| c. Utilities | i. Legal costs |
| d. Printing/reproduction | j. Vehicle maintenance |
| e. Advertising/Public notices | k. |
| f. Signage | |

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these “other” expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check or bank transmittal) and shall include purchase orders, if issued, and invoices or receipts.

<u>"Other" Expenses</u>	<u># of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
FY18 Local Newspaper Insert (1 @ \$500)	1	500	500.00
FY18 Rolling Mobile Tool Chest (3 @ \$98.35)	3	98.35	38.85
FY18 Clever Catch (3 @ \$12.95)	3	12.95	239.85
FY18 Recycling Display (3 @ \$79.95)	3	79.95	23.85
FY18 Recycle Book (3 @ \$7.95)	3	7.95	119.97
FY18 Composting Container (3 @ \$39.99)	3	39.99	25.47
FY18 Nature Recycles (3 @ \$8.49)	3	8.49	209.25
FY18 Earth Bingo (15 @ \$13.95)	15	13.95	41.85
FY18 Explore Natural Resources Book (3 @ \$13.95)	3	13.95	38.85
FY18 Quartet Show It! 72"x72" Display System (1 @ \$269.21)	1	269.21	269.21
FY18 6-foot Table for Display Booth (1 @ \$102.71)	1	102.71	102.71
FY18 6-foot Table Cloth (1 @ \$162.90)	1	162.90	162.90
FY18 Foldable Chair (1 @ \$29.97)	1	29.97	29.97
FY18 E-Z UP Instant Canopy 10 x 10 (1 @ \$298.99)	1	298.99	298.99
FY18 Illegal Dumping Banners	16	79.50	1,272.00
FY18 Advertisement in Local Newspaper about Clean Up Events (8 @ \$65)	8	65	520

ATTACHMENT D

FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

General Standards

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within

the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Local Enforcement. Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the SUBRECIPIENT must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events. Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work, or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, NCTCOG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subagreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

Source Reduction and Recycling. Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans. All local solid waste management plans funded under this Agreement must be consistent with the COG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

In selecting a local solid waste management plan project for funding, NCTCOG shall ensure that at least one year is available for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.

The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC 330, MSW Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. The following MSW facilities may be funded:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.71(1) or (3).

Household Hazardous Waste Management. All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Technical Studies. All technical studies funded must be consistent with NCTCOG'S regional solid waste management plan, and prepared in accordance with Administrative Procedures provided by the TCEQ.

Educational and Training Projects. Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Other Types of Projects. If the TCEQ authorizes NCTCOG to fund additional types of projects, the authorization incorporated into the grant Agreement may include additional standards and restrictions that will apply to use of funds for that project or type of project.

ATTACHMENT E **REPORTING, FORMS, AND DEADLINES**

The SUBRECIPIENT agrees to provide, throughout the life of the project, quarterly, final, and follow-up reports to document the project's results during and after the culmination of the project. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

Quarterly Reports. The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress reports documenting the accomplishments and units of work performed under this Agreement. The Quarterly Summary/Results Report form provided by NCTCOG will be due to NCTCOG on the dates indicated below:

	REPORTING PERIOD	DUE DATE
Quarterly Report #1	Start of Agreement - August 31, 2018	Friday, September 7, 2018
Quarterly Report #2	September 1, 2018 - November 30, 2018	Friday, December 7, 2018
Quarterly Report #3	December 1, 2018 - February 28, 2019	Friday, March 8, 2019
Quarterly Report #4	March 1, 2019 – March 31, 2019	Friday, April 12, 2019
Results Report	April 1, 2019 – August 31, 2019	Monday, September 30, 2019
Year Later Follow-Up Results Report	March 31, 2019-August 31, 2020	Friday, September 11, 2020

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted in order for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.

Results Report. A Results Report, due Monday, September 30, 2019 in a format provided by NCTCOG. The Results Report should include information from the end of the project, March 31, 2019 to the end of the biennium, August 31, 2019.

Year Later Follow-Up Results Report. The Follow-up Results Report will provide cumulative results to document the impact of the project beyond the date of this Agreement. The Follow-up Results Report form will be provided by NCTCOG and will be due Friday, September 11, 2020.

House Bill 3693 Report

Annual kWh Consumption and Total Expenditures

Kaufman County

<i>Month</i>	<i>Year</i>	<i>kWh Consumption</i>	<i>Total Spend</i>	<i>Savings</i>
January	2017	304,151	\$21,108.65	\$5,125.62
February	2017	324,942	\$22,136.34	\$5,461.17
March	2017	350,478	\$23,234.57	\$5,912.50
April	2017	357,204	\$23,631.48	\$6,017.19
May	2017	414,312	\$26,704.05	\$6,988.29
June	2017	475,463	\$30,005.53	\$8,026.68
July	2017	505,899	\$31,817.55	\$8,573.85
August	2017	500,078	\$31,650.20	\$8,472.83
September	2017	431,512	\$28,347.31	\$7,314.70
October	2017	338,851	\$23,937.00	\$5,713.31
November	2017	345,871	\$23,504.82	\$5,842.21
December	2017	334,282	\$22,553.29	\$5,652.88
		4,683,043	\$308,630.81	\$79,101.23

Report totals based on accounts in-program.

Total Spend is inclusive of contracted electricity costs, utility TDSP charges and any applicable fees and taxes.

Total Spend components are as reported from the third-party suppliers and utilities. If unavailable, the component costs are estimated based on contract rates and prevailing utility tariffs.

Savings are evaluated against the Provider of Last Resort (PoLR) benchmark, as reported to the Public Utility Commission of Texas.

Run as of Tuesday, July 17, 2018 4:29:14 PM

**MONTHLY REPORT
COUNTY TREASURER
JUNE 1THRU JUNE 30, 2018**

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BEGINNING BALANCE</u>	<u>RECEIPTS</u>	<u>TRANSFER/ WITHDRAWAL</u>	<u>DISBURSEMENTS</u>	<u>ENDING BALANCE</u>
10	General Fund - Cash	\$ 4,200,946.25	\$ 1,271,658.68	\$ 3,000,000.00	\$ (4,654,885.73)	\$ 3,817,719.20
10	Tex-Pool Prime-Cash	\$ 13,099,121.96	\$ 19,465.99	\$ (3,000,000.00)	\$	\$ 10,118,587.95

MONTHLY CASH SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>CASH</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>
10	General Fund - Cash	\$ 3,817,719.20	\$	\$ 3,817,719.20
10	Tex-Pool-ANB	\$ 10,118,587.95	\$	\$ 10,118,587.95
	TOTAL GENERAL	\$ 13,936,307.15	\$ -	\$ 13,936,307.15

This report was presented to Commissioners Court of Kaufman County, Texas on the 25th day of July 2018.

Bruce Wood, County Judge

44	Construction Fund	\$ 0.01	\$ -	\$ 0.01
64	Road Bond I & S	\$ 1,218,018.40	\$	\$ 1,218,018.40
128	Road Bond Fund	\$ 1,141,956.03	\$	\$ 1,141,956.03
	BEGINNING BALANCE	\$ 20,716,858.93	\$ 35,770.84	\$ 20,752,629.77
	Tex-Pool Road Bond Fund			

Michael David Hunt, Commissioner, Precinct #1

Skeet Phillips, Commissioner, Precinct #2

INTEREST BANK ACCOUNTS

<u>FUND</u>	<u>DESCRIPTION</u>	<u>INTEREST EARNED</u>	<u>TEXPOOL INTEREST DESCRIPTION</u>	<u>INTEREST EARNED</u>
10	General Fund - Cash	\$ 6,086.96	General #001	\$ 19,465.99
128	Road Bond Fund	\$ 477.84	Constr. Proj. #005	\$ 0.30
	All Other Funds	\$ 975.59	Road Bond #006	\$ 35,770.84
			Road Bond I&S #007	\$ 0.30

Terry Barber, Commissioner, Precinct #3

Jakie Allen, Commissioner, Precinct #4

Submitted under the provision of the Local Government Code, Section 114.026

TOTAL INTEREST \$ 7,540.39 TOTAL INTEREST \$ 55,237.43

Certified by:

Karen McLeod

Ronnie Oldfield
Ronnie Oldfield, Kaufman County Treasurer

QUARTERLY REPORT COUNTY TREASURER APRIL 1 THRU JUNE 30, 2018

QUARTERLY CASH SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BEGINNING</u> <u>4/1/2018</u>	<u>RECEIPTS</u>	<u>TRANSFERS/ WITHDRAWALS</u>	<u>DISBURSEMENTS</u>	<u>ENDING</u> <u>6/30/2018</u>
10	General Fund	5,929,669.15	3,865,217.97	6,000,000.00	(11,977,167.92)	3,817,719.20
10	Tex-Pool Prime	16,047,812.87	70,775.08	(6,000,000.00)		10,118,587.95

QUARTERLY INVESTMENT SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BEGINNING</u> <u>4/1/2018</u>	<u>TRANSACTION</u> <u>SUMMARY</u>	<u>ENDING</u> <u>6/30/2018</u>
General	TEXPOOL #001	\$ 16,047,812.87	\$ (5,929,224.92)	10,118,587.95
Land Sale Fund	TEXPOOL #003			
Constr. Proj.	TEXPOOL #005	166.05	0.91	166.96
Road Bond	TEXPOOL #006	22,644,435.49	\$ (1,891,805.72)	20,752,629.77
Road Bond I&S	TEXPOOL #007	152.70	0.91	153.61
Road Bond	ANB	587,762.74	554,193.29	1,141,956.03
				32,013,494.32

This report was presented to Commissioners Court of Kaufman County, TX on the 25th day of July, 2018.

Bruce Wood, County Judge

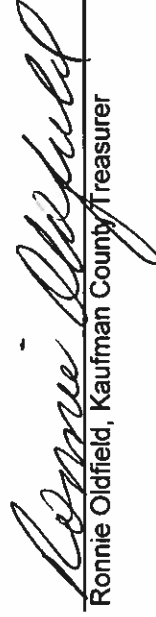
Michael David Hunt, Commissioner, Precinct #1

Skeet Phillips, Commissioner, Precinct #2

Terry Barber, Commissioner, Precinct #3

Jakie Allen, Commissioner, Precinct #4

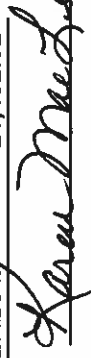
Submitted under the provision of the
Local Government Code, Section 114.026


Ronnie Oldfield, Kaufman County Treasurer

INTEREST BANK ACCOUNTS

<u>FUND</u>	<u>DESCRIPTION</u>	<u>INTEREST EARNED</u>
10	General	17,591.17
128	Road Bond	1,050.42
	All Other Funds	2,840.73
	TOTAL INTEREST,	21,482.32

Certified by:



TEXPOOL INTEREST

<u>DESCRIPTION</u>	<u>INTEREST</u> <u>EARNED</u>
General #001	70,775.08
Land Sale #003	0.91
Constr. Proj #005	0.00
Road Bond #006	108,194.28
Road Bd I&S #007	0.91
TOTAL INTEREST	178,971.18

COUNTY TREASURER'S MONTHLY REPORT - OTHER PROCEEDINGS				
For the Period Ending : June 2018				
Quantitative Analysis of Activities				
Activity Description	Where Applicable			Count
	Current Mo. Beginning No.	Current Mo. Ending No.	Current Mo. Ending No.	
Receipts Processed - R#s *	22434	22829		396
County A/P checks written & dispositioned	273077	273722		646
Juror checks written & dispositioned	10608	10628		21
Juror cash payments			\$ 575.00	
Total Payroll checks/old stubs	254773	256552		1780
Payroll Hard Copy Checks				276
Payroll Direct Deposit Stubs Processed				1504
Payrolls + Direct Dep ACHs Processed				9
Bank Reconciliations Performed				28
Wire Transfers/EFTs Made				9
Year-End W2's processed				
State Comptroller Reports prepared and filed				
DA Asset Forfeiture checks written	3329	3330		2
Notes & Commentary				
This part of the report is intended to meet the requirements of LGC 114.026(a)(3), "All other proceedings in the Treasurer's Office". The above table sets forth quantitative measures of activities performed by this office and is a recurring feature of the report.				

direct dep, child spt,p/r

p/r. tcdrs, cscd/a/p check list has efts

* The monthly count number is approximate, dating of certain receipts to accomplish cut-off objectives may cause the actual count to be a few receipts more or less than listed above.

County Treasurer's Monthly Report - Debts

For the period ending: 6/30/2018

Debts due by the County (see note)

Long Term Debt Obligations of the County	
2015 Series Radio Bond Fund 61	\$ 2,482,212.50
2012 Refunding Bond Issue Fund 62 (Jail)	7,039,050.00
2013 Tax Note Series Fund 62 (Construction)	25,400.00
TxDot Transportation SIB Fund 63 S2013-003-01	572,745.65
2014 Tax Road Bond Series Fund 64	44,860,975.00
2016 Tax Road Bond Series Fund 64	35,256,100.00
Total Long Term Debts Due by the County	\$ 90,236,483.15

Notes:

1. The Long Term Debt obligations of the County include principal and interest payments remaining on the debt instruments as of the end of period being reported.

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	4,200,946.25	4,271,658.68	-4,554,885.73	3,817,719.20
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
016-0000-101	INDIGENT HEALTH CARE	32,180.71	.00	-77,809.81	-45,629.10
019-0000-101	KAUFMAN CO EMERGENCY SHELTER	56,333.88	95,952.81	-76,159.82	36,126.77
020-0000-101	WATH ROAD & BRIDGE CASH	460,861.71	680,461.13	-451,868.75	689,454.09
021-0000-101	RAB PCT 1 CASH	1,977,923.47	307,228.89	-402,799.57	1,882,352.79
022-0000-101	RAB PCT 2 CASH	2,045,350.19	81,770.08	-160,170.29	1,967,149.98
023-0000-101	RAB PCT 3 CASH	1,462,302.54	118,103.43	-262,554.86	1,317,851.11
024-0000-101	RAB PCT 4 CASH	2,391,319.83	138,780.11	-563,998.24	1,966,101.70
025-0000-101	LAW LIBRARY CASH	193,713.40	4,698.46	-7,576.90	190,834.96
026-0000-101	KC LIBRARY CASH	37,749.66	101.00	-20,368.04	17,482.62
027-0000-101	GENERAL ROW CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LAKE DAM MAINTENANCE CASH	4,920.03	.00	.00	4,920.03
029-0000-101	CRIMINAL JUSTICE CASH	266,951.43	109,116.88	.00	376,068.31
030-0000-101	VOTER REGISTRATION CASH	8,766.79	3.11	-826.49	7,943.41
031-0000-101	PROMATE EDUCATION CASH	4,096.50	100.00	.00	4,196.50
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	39,875.31	67,253.00	-25,149.79	82,078.52
034-0000-101	ADULT PROBATION CASH	898,036.44	160,341.22	-125,081.43	933,296.23
035-0000-101	JUVENILE PROBATION CASH	252,793.64	37,756.37	-123,573.47	166,976.54
036-0000-101	APPELLATE JUSTICE CASH	16,144.25	660.54	.00	16,804.79
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	200.00	40.00	.00	240.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUV PROBATION FEE CASH	5,337.48	665.00	-195.30	5,807.18
041-0000-101	SEX OFFENDER CASH	.00	.00	.00	.00
042-0000-101	RECORDS MGMT CASH	518,609.45	29,547.42	-11,847.22	536,309.65
043-0000-101	LIBRARY MEMORIAL CASH	2,757.39	.00	.00	2,757.39
045-0000-101	COURTHOUSE SECURITY CASH	163,853.81	6,277.53	-1,383.48	168,747.86
046-0000-101	CCT RECORDS MGMT CASH	45,024.47	2,176.55	.00	47,201.02
047-0000-101	DC RECORDS MGMT CASH	64,104.97	2,324.66	.00	66,429.63
048-0000-101	PCT 1 SW COMV CASH	15,703.87	7,806.00	-15,704.35	7,805.52
049-0000-101	FIRE CODE CASH	191,705.25	14,423.00	.00	206,128.25
050-0000-101	REGIONAL ICEP GRANT CASH	.00	.00	.00	.00
051-0000-101	JUV IV-E PROBATION CASH	18,403.02	.00	.00	18,403.02
052-0000-101	JPO STATE AID LVL 1-3 CASH	.00	.00	.00	.00
053-0000-101	CCL DIVERSION CASH	51,969.84	95.00	-705.00	51,359.84
054-0000-101	422ND DIVERSION COURT CASH	39,276.18	115.00	.00	39,391.18
055-0000-101	VETERAN'S COURT PROGRAM CASH	3,046.90	30.00	.00	3,076.90
056-0000-101	DANGEROUS ANIMAL CASH	8,950.00	.00	.00	8,950.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
059-0000-101	JUV INHOME SERV GRANT CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	19,326.97	765.25	.00	20,092.22
065-0000-101	TOBACCO SETTLEMENT CASH	.00	.00	.00	.00
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
072-0000-101	ADDITION RECOVERY CASH	-1,958.24	7,804.00	-9,319.23	-3,473.47
074-0000-101	ADDITION RECOVERY PROGRAM CAS	.00	.00	.00	.00
087-0000-101	JUVENILE CASE MANAGER CASH	1,963.41	.00	.00	1,963.41
100-0000-101	TIPS LIBRARY GRANT CASH	.00	.00	.00	.00
103-0000-101	GATES FOUNDATION GRANT CASH	.00	.00	.00	.00
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
105-0000-101	Cash	.00	.00	.00	.00
106-0000-101	TASK FORCE ID CASH	.00	.00	.00	.00
107-0000-101	TECH UPGRADE PROJECT CASH	.00	.00	.00	.00
108-0000-101	2006 NJ BX 1061 CASH	.00	.00	.00	.00
109-0000-101	TECHNOLOGY TRAINING CASH	41,851.63	.00	.00	41,851.63
110-0000-101	CO & DIST CRT TECH CASH	4,872.75	358.84	.00	5,231.59
111-0000-101	ORCA DISASTER GRANT CASH	.00	.00	.00	.00
112-0000-101	JP TECHNOLOGY CASH	240,634.66	3,101.04	-366.15	243,369.55
113-0000-101	RECORDS ARCHIVE CASH	599,837.32	27,925.82	-4,502.08	623,261.06
114-0000-101	Cash	.00	.00	.00	.00
115-0000-101	J FRANK DOBIE LIBRARY CASH	.00	.00	.00	.00
117-0000-101	SCAAP DIVERSITY CASH	20,802.89	.00	.00	20,802.89
119-0000-101	2012 NJ BX 0406 TASKER CASH	.00	.00	.00	.00
120-0000-101	KC ESSENTIALS GRANT CASH	.00	.00	.00	.00
121-0000-101	K20 MITIGATION CASH	.00	.00	.00	.00
122-0000-101	KRM 2011S00019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FEE CASH	13,639.53	1,437.50	.00	15,077.03
124-0000-101	JUVENILE GRANT W CASH	-11,610.32	3,157.00	.00	-8,453.32
125-0000-101	EMISSIONS ENFORCEMENT CASH	22,496.69	.00	.00	22,496.69
126-0000-101	2013 NJBX0665 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	-32,985.00	.00	.00	-32,985.00
130-0000-101	RMS GRANT - CASH	.00	.00	.00	.00
131-0000-101	CERTS GRANT CASH	.00	.00	.00	.00
132-0000-101	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENFORCEMENT GRANT CASH	.00	.00	.00	.00
134-0000-101	TRAFFIC STUDY CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	16,403,769.73	5,436,064.55	-6,250,875.33	15,548,958.95
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		32,807,539.44	11,578,099.57	13,287,721.13	31,097,917.88

**** NOTE: Grand totals include only asset accounts.

Kaufman County
Cash Receipts & Disbursements

glpcshd2 dgraham

12:38 07/12/18

Fund: 12 WIRE TRANSFER FUND

Period Ending: 06/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
012-0000-101	WIRE TRANSFER FUND	2,831.50	1.03	.00	2,832.53
013-0000-101	ISO FEDERAL SEIZED CASH	37,596.05	5,908.50	-2,728.75	40,775.80
014-0000-101	ISO ASSET FORFEITURE CASH	45,592.37	.00	.00	45,592.37
015-0000-101	D.A. ASSET FORFEITURE FUND	25,516.59	4,775.32	-2,287.44	32,004.47
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
058-0000-101	PCT 4 CONSTABLE SEIZED CASH	4,047.84	328.35	.00	4,373.19
061-0000-101	SERIES 2015 BOND 148 CASH	40,141.49	2,679.72	.00	42,821.21
062-0000-101	JAIL CONSTRC. 148 DEBT CASH	110,152.64	13,262.59	.00	123,414.23
063-0000-101	SIB 148 DEBT CASH	115,687.83	868.15	.00	116,555.98
064-0000-101	ROAD BOND DEBT CASH	1,200,811.77	17,206.63	.00	1,218,018.40
071-0000-101	LEVY IMPROVEMENT DIST. 1 CASH	65,102.34	23.77	.00	65,126.11
073-0000-101	LEVY DISTRICT 5 CASH	17,603.32	6.43	.00	17,609.75
077-0000-101	LEVY DIST 15 CASH	175.42	.00	.00	175.42
078-0000-101	TICOGS CASH	23,801.58	8.65	-650.00	23,159.23
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JURY CASH	7,747.46	3.10	-840.00	6,910.56
081-0000-101	HISTORICAL COMM. CASH	34,246.00	1,712.59	.00	35,958.59
082-0000-101	FARM MUSEUM CASH	26,192.34	1,708.52	-14,590.82	13,310.04
084-0000-101	KC ACH CASH	12,205.70	160.64	.00	12,366.34
085-0000-101	PAYROLL ACCOUNT CASH	2,035.89	3,486,556.39	-3,486,485.89	2,106.39
086-0000-101	EMPLOYEE SAVINGS CASH	222,726.53	40,085.51	-3,744.91	259,067.13
089-0000-101	JP 1 FEE CASH	50,592.61	45,410.58	-49,825.90	46,176.29
090-0000-101	JP 2 FEE CASH	32,012.92	34,248.70	-32,113.49	34,148.13
091-0000-101	JP 3 FEE CASH	90,274.81	74,353.74	-77,417.98	87,210.57
092-0000-101	JP 4 FEE CASH	56,274.07	46,073.53	-54,243.57	48,104.03
101-0000-101	LEVY DIST 6 CASH	68,842.33	25.14	.00	68,867.47
128-0000-101	2014 ROAD BOND CASH	1,390,405.90	477.84	-248,927.71	1,141,956.03
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	16,403,769.73	5,436,064.55	-6,290,875.33	15,548,958.95
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		20,097,553.41	9,211,945.97	10,264,731.79	19,044,767.59

**** NOTE: Grand totals include only asset accounts.

Kaufman County
Cash Receipts & Disbursements

glpcsbld2 dgraham
12:44 07/12/18
Fund: 10 GENERAL FUND

Period Ending: 05/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	3,621,903.85	4,215,157.31	-3,636,114.91	4,200,946.25
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
016-0000-101	INDIGENT HEALTH CARE	55,884.85	6,072.83	-29,776.97	32,180.71
019-0000-101	KAUFMAN CO EMERGENCY SHELTER	31,430.53	87,593.98	-62,690.63	56,333.88
020-0000-101	MAIN ROAD & BRIDGE CASH	312,770.72	448,505.99	-300,415.00	460,861.71
021-0000-101	R&B PCT 1 CASH	2,172,954.96	91,942.25	-286,973.74	1,977,923.47
022-0000-101	R&B PCT 2 CASH	2,295,152.36	54,704.67	-304,306.84	2,045,550.19
023-0000-101	R&B PCT 3 CASH	1,574,619.82	79,628.60	-191,945.88	1,462,302.54
024-0000-101	R&B PCT 4 CASH	2,501,960.36	90,930.44	-201,570.97	2,391,319.83
025-0000-101	LAW LIBRARY CASH	196,188.46	6,676.73	-9,151.79	193,713.40
026-0000-101	KC LIBRARY CASH	51,926.14	101.89	-14,278.37	37,749.66
027-0000-101	GENERAL ROW CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LAKE DAM MAINTENANCE CASH	4,920.03	.00	.00	4,920.03
029-0000-101	CRIMINAL JUSTICE CASH	145,521.91	121,429.52	.00	266,951.43
030-0000-101	VOTER REGISTRATION CASH	8,763.77	3.02	.00	8,766.79
031-0000-101	PROBATE EDUCATION CASH	4,925.60	190.00	-1,019.10	4,096.50
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	58,757.53	.00	-18,782.22	39,975.31
034-0000-101	ADULT PROBATION CASH	915,887.16	66,986.25	-84,836.97	898,036.44
035-0000-101	JUVENILE PROBATION CASH	295,139.37	37,777.08	-80,122.81	252,793.64
036-0000-101	APPELLATE JUSTICE CASH	15,279.25	865.00	.00	16,144.25
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	180.00	20.00	.00	200.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUV PROBATION FEE CASH	5,336.89	627.00	-626.41	5,337.48
041-0000-101	SEX OFFENDER CASH	.00	.00	.00	.00
042-0000-101	RECORDS MGMT CASH	493,155.25	31,952.51	-6,498.31	518,609.45
043-0000-101	LIBRARY MEMORIAL CASH	2,757.39	.00	.00	2,757.39
045-0000-101	COURTHOUSE SECURITY CASH	157,930.00	6,795.75	-871.94	163,853.81
046-0000-101	CCT RECORDS MGMT CASH	42,722.05	2,302.42	.00	45,024.47
047-0000-101	DC RECORDS MGMT CASH	61,031.02	3,073.95	.00	64,104.97
048-0000-101	PCT 1 SW CONV CASH	11,623.40	6,608.00	-2,529.53	15,701.87
049-0000-101	FIRE CODE CASH	162,338.20	31,076.00	-1,708.95	191,705.25
050-0000-101	REGIONAL ICBP GRANT CASH	.00	.00	.00	.00
051-0000-101	JUV IV-E PROBATION CASH	30,462.11	.00	-12,059.09	18,403.02
052-0000-101	JPO STATE AID LVL 1-3 CASH	.00	.00	.00	.00
053-0000-101	CCL DIVERSION CASH	52,601.84	73.00	-705.00	51,969.84
054-0000-101	422ND DIVERSION COURT CASH	39,216.18	60.00	.00	39,276.18
055-0000-101	VETERAN'S COURT PROGRAM CASH	3,036.90	10.00	.00	3,046.90
056-0000-101	DANGEROUS ANIMAL CASH	8,950.00	.00	.00	8,950.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
059-0000-101	JUV INHOME SERV GRANT CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	18,655.57	787.80	-116.40	19,326.97
065-0000-101	TORRACO SETTLEMENT CASH	.00	.00	.00	.00
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00

Period Ending: 05/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
072-0000-101	ADDITION RECOVERY CASH	-13,212.53	15,866.41	-4,612.12	-1,958.24
074-0000-101	ADDITION RECOVERY PROGRAM CAS	.00	.00	.00	.00
087-0000-101	JUVENILE CASH MANAGER CASH	1,963.41	.00	.00	1,963.41
100-0000-101	TIFB LIBRARY GRANT CASH	.00	.00	.00	.00
103-0000-101	GATES FOUNDATION GRANT CASH	.00	.00	.00	.00
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
105-0000-101	Cash	.00	.00	.00	.00
106-0000-101	TASK FORCE ID CASH	.00	.00	.00	.00
107-0000-101	TECH UPGRADE PROJECT CASH	.00	.00	.00	.00
108-0000-101	2006 DJ BY 1061 CASH	.00	.00	.00	.00
109-0000-101	TCLMOSH TRAINING CASH	41,851.63	.00	.00	41,851.63
110-0000-101	CO & DIST CRT TECH CASH	4,496.93	375.82	.00	4,872.75
111-0000-101	ORCA DISASTER GRANT CASH	.00	.00	.00	.00
112-0000-101	JP TECHNOLOGY CASH	238,212.05	3,163.20	-740.59	240,534.66
113-0000-101	RECORDS ARCHIVE CASH	584,658.02	30,370.00	-15,190.70	599,837.32
114-0000-101	Cash	.00	.00	.00	.00
115-0000-101	J FRANK DOBIE LIBRARY CASH	.00	.00	.00	.00
117-0000-101	SCAAP DIVERSITY CASH	24,703.58	.00	-3,900.69	20,802.89
119-0000-101	2012 DJ BY 0406 TASER CASH	.00	.00	.00	.00
120-0000-101	PC ESSENTIALS GRANT CASH	.00	.00	.00	.00
121-0000-101	H2O MITIGATION CASH	.00	.00	.00	.00
122-0000-101	EMW 2011SS00019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FEE CASH	13,639.53	.00	.00	13,639.53
124-0000-101	JUVENILE GRANT N CASH	-7,266.32	3,156.00	-7,500.00	-11,610.32
125-0000-101	EMISSIONS ENFORCEMENT CASH	-1.03	35,173.22	-12,676.50	22,496.69
126-0000-101	2013 DJBX0665 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	-32,985.00	.00	.00	-32,985.00
130-0000-101	RMS GRANT - CASH	.00	.00	.00	.00
131-0000-101	CERTX GRANT CASH	.00	.00	.00	.00
132-0000-101	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENHANCEMENT GRANT CASH	.00	.00	.00	.00
134-0000-101	TRAFFIC STUDY CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	16,215,435.52	5,103,440.40	-4,915,106.19	16,403,769.73
999-0085-101	PATROLL CASH	.00	.00	.00	.00
Grand totals		32,430,871.02	10,583,497.04	10,206,828.62	32,807,539.44

**** NOTE: Grand totals include only asset accounts.

Kaufman County
Cash Receipts & Disbursements

glpcshd2 dgraham
12:45 07/12/18
Fund: 12 WIRE TRANSFER FUND

Period Ending: 05/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
012-0000-101	WIRE TRANSFER FUND	2,830.46	1.04	.00	2,831.50
013-0000-101	XSO FEDERAL SEIZED CASH	40,347.13	.00	-2,751.08	37,596.05
014-0000-101	XSO ASSET FORFEITURE CASH	45,592.37	.00	.00	45,592.37
015-0000-101	D.A. ASSET FORFEITURE FUND	31,527.79	11.62	-2,022.82	29,516.59
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
058-0000-101	PCT 4 CONSTABLE SEIZED CASH	4,046.36	1.48	.00	4,047.84
061-0000-101	SERIES 2015 BOND IAS CASH	37,071.30	3,420.19	-350.00	40,141.49
062-0000-101	JAIL CONSTR. IAS DEBT CASH	93,217.89	16,934.75	.00	110,152.64
063-0000-101	STB IAS DEBT CASH	114,578.03	1,109.80	.00	115,687.83
064-0000-101	ROAD BOND DEBT CASH	1,178,946.79	21,864.98	.00	1,200,811.77
071-0000-101	LEVES IMPROVEMENT DIST. 1 CASH	65,078.57	23.77	.00	65,102.34
073-0000-101	LEVES DISTRICT 5 CASH	17,596.90	6.42	.00	17,603.32
077-0000-101	LEVES DIST 15 CASH	175.42	.00	.00	175.42
078-0000-101	TYCDBG CASH	24,441.89	9.69	-650.00	23,801.58
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JUNEY CASH	12,722.99	44.47	-5,020.00	7,747.46
081-0000-101	HISTORICAL COMM. CASH	34,233.50	12.50	.00	34,246.00
082-0000-101	FARM MUSEUM CASH	26,182.78	9.56	.00	26,192.34
084-0000-101	KC ACH CASH	12,050.71	154.99	.00	12,205.70
085-0000-101	PAYROLL ACCOUNT CASH	1,959.52	2,338,879.30	-2,338,802.93	2,035.89
086-0000-101	EMPLOYEE SAVINGS CASH	164,306.41	61,170.12	-2,750.00	222,726.53
089-0000-101	JP 1 FEE CASH	59,278.80	50,361.06	-59,048.25	50,591.61
090-0000-101	JP 2 FEE CASH	27,689.63	32,814.59	-28,491.30	32,012.92
091-0000-101	JP 3 FEE CASH	94,659.50	75,780.02	-80,164.71	90,274.81
092-0000-101	JP 4 FEE CASH	59,485.48	55,437.57	-58,648.98	56,274.07
101-0000-101	LEVES DIST 6 CASH	68,817.20	25.13	.00	68,842.33
128-0000-101	2014 ROAD BOND CASH	280,924.74	2,117,669.46	-1,008,188.30	1,390,405.90
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	16,215,435.52	5,103,440.40	-4,915,106.19	16,403,769.73
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		18,720,365.06	9,879,182.91	8,501,994.56	20,097,553.41

**** NOTE: Grand totals include only asset accounts.

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	5,929,669.15	1,378,401.98	-3,686,167.28	3,621,903.85
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
016-0000-101	INDIGENT HEALTH CARE	14,318.59	50,000.00	-8,433.74	55,884.85
019-0000-101	KAUFMAN CO EMERGENCY SHELTER	25,418.65	69,631.17	-57,619.29	31,430.53
020-0000-101	MAIN ROAD & BRIDGE CASH	265,740.80	308,169.92	-262,140.00	312,770.72
021-0000-101	REB PCT 1 CASH	2,237,515.45	79,766.89	-144,327.38	2,172,954.96
022-0000-101	REB PCT 2 CASH	2,316,654.71	45,828.48	-67,330.83	2,295,152.36
023-0000-101	REB PCT 3 CASH	1,650,181.07	65,822.18	-141,383.43	1,574,619.82
024-0000-101	REB PCT 4 CASH	2,581,212.21	76,038.13	-155,289.98	2,501,960.36
025-0000-101	LAW LIBRARY CASH	194,415.88	6,509.87	-4,737.29	196,188.46
026-0000-101	KC LIBRARY CASH	23,244.96	43,899.67	-15,218.49	51,926.14
027-0000-101	GENERAL RON CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LAKE DAM MAINTENANCE CASH	4,920.03	.00	.00	4,920.03
029-0000-101	CRIMINAL JUSTICE CASH	355,038.50	133,776.69	-343,293.28	145,521.91
030-0000-101	VOTER REGISTRATION CASH	8,760.61	3.16	.00	8,763.77
031-0000-101	PROBATE EDUCATION CASH	5,767.60	180.00	-1,022.00	4,925.60
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	77,558.05	.00	-18,800.52	58,757.53
034-0000-101	ADULT PROBATION CASH	923,834.29	76,069.78	-84,016.91	915,887.16
035-0000-101	JUVENILE PROBATION CASH	170,759.43	189,057.04	-64,677.10	295,139.37
036-0000-101	APPELLATE JUSTICE CASH	14,361.22	918.03	.00	15,279.25
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	240.00	20.00	-80.00	180.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUV PROBATION FEE CASH	5,147.89	189.00	.00	5,336.89
041-0000-101	SEX OFFENDER CASH	.00	.00	.00	.00
042-0000-101	RECORDS MGMT CASH	468,799.51	30,391.48	-6,035.74	493,155.25
043-0000-101	LIBRARY MEMORIAL CASH	2,707.39	50.00	.00	2,757.39
045-0000-101	COURTHOUSE SECURITY CASH	151,313.62	6,616.38	.00	157,930.00
046-0000-101	CCT RECORDS MGMT CASH	40,472.01	2,250.04	.00	42,722.05
047-0000-101	DC RECORDS MGMT CASH	57,995.33	3,035.69	.00	61,031.02
048-0000-101	PCT 1 SW CORVY CASH	10,304.49	6,360.00	-5,641.09	11,623.40
049-0000-101	FIRE CODE CASH	206,826.69	1,920.00	-46,408.49	162,338.20
050-0000-101	REGIONAL ICSF GRANT CASH	.00	.00	.00	.00
051-0000-101	JUV IV-E PROBATION CASH	30,462.11	.00	.00	30,462.11
052-0000-101	JPO STATE AID LVL 1-3 CASH	.00	.00	.00	.00
053-0000-101	CCL DIVERSION CASH	50,463.21	2,663.63	-525.00	52,601.84
054-0000-101	42ND DIVERSION COURT CASH	36,917.54	2,298.64	.00	39,216.18
055-0000-101	VETERAN'S COURT PROGRAM CASH	3,001.90	35.00	.00	3,036.90
056-0000-101	DANGEROUS ANIMAL CASH	\$,950.00	.00	.00	\$,950.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
059-0000-101	JUV INHOME SERV GRANT CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	17,998.14	782.83	-125.40	18,655.57
063-0000-101	TOBACCO SETTLEMENT CASH	.00	.00	.00	.00
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00

12:44 07/12/18

Fund: 72 COMMITMENT REDUCTION PROGRAM

Period Ending: 04/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
072-0000-101	ADDITION RECOVERY CASH	-10,518.96	3,604.00	-6,297.57	-13,212.53
074-0000-101	ADDITION RECOVERY PROGRAM CAS	.00	.00	.00	.00
087-0000-101	JUVS CASE MANAGER CASH	1,963.41	.00	.00	1,963.41
100-0000-101	TIPS LIBRARY GRANT CASH	.00	.00	.00	.00
103-0000-101	GATES FOUNDATION GRANT CASH	.00	.00	.00	.00
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
105-0000-101	Cash	.00	.00	.00	.00
106-0000-101	TASK FORCE ID CASH	.00	.00	.00	.00
107-0000-101	TECH UPGRADE PROJECT CASH	.00	.00	.00	.00
108-0000-101	2006 DJ BX 1061 CASH	.00	.00	.00	.00
109-0000-101	TCLEOSE TRAINING CASH	41,851.63	.00	.00	41,851.63
110-0000-101	CO & DIST CRT TECH CASH	4,210.12	350.03	-63.22	4,496.93
111-0000-101	ORCA DISASTER GRANT CASH	.00	.00	.00	.00
112-0000-101	JP TECHNOLOGY CASH	235,435.08	3,143.12	-366.15	238,212.05
113-0000-101	RECORDS ARCHIVE CASH	556,707.61	28,040.00	-89.59	584,658.02
114-0000-101	Cash	.00	.00	.00	.00
115-0000-101	J FRANK DOBIE LIBRARY CASH	.00	.00	.00	.00
117-0000-101	SNAP DIVERSITY CASH	29,933.08	.00	-5,229.50	24,703.58
119-0000-101	2012 DJ BX 0406 TASER CASH	.00	.00	.00	.00
120-0000-101	KC ESSENTIALS GRANT CASH	.00	.00	.00	.00
121-0000-101	H2O MITIGATION CASH	.00	.00	.00	.00
122-0000-101	HEW 2011SS00019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FEE CASH	13,639.53	.00	.00	13,639.53
124-0000-101	JUVS GRANT M CASH	-2,498.32	3,157.00	-7,925.00	-7,266.32
125-0000-101	EMISSIONS ENFORCEMENT CASH	.03	.00	.00	.03
126-0000-101	2013 DUKIO645 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	-32,985.00	.00	.00	-32,985.00
130-0000-101	EMS GRANT - CASH	.00	.00	.00	.00
131-0000-101	CERTS GRANT CASH	.00	.00	.00	.00
132-0000-101	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENHANCEMENT GRANT CASH	.00	.00	.00	.00
134-0000-101	TRAFFIC STUDY CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	18,728,699.56	2,027,259.33	-4,540,523.77	16,215,435.52
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		37,457,399.90	4,646,239.16	9,672,768.04	32,430,871.02

**** NOTE: Grand totals include only asset accounts.

Period Ending: 04/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
012-0000-101	WIRE TRANSFER FUND	2,828.45	2.01	.00	2,830.46
013-0000-101	KSO FEDERAL SEIZED CASH	37,611.41	5,430.00	-2,694.28	40,347.13
014-0000-101	ESO ASSET FORFEITURE CASH	39,877.96	6,095.30	-380.89	45,592.37
015-0000-101	D.A. ASSET FORFEITURE FUND	33,386.31	6,365.21	-8,223.73	31,527.79
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
058-0000-101	PCT 4 CONSTABLE SEIZED CASH	4,044.98	1.38	.00	4,046.36
061-0000-101	SERIES 2015 BOND 145 CASH	33,200.86	3,870.44	.00	37,071.30
062-0000-101	JAIL CONSTR. 145 DEBT CASH	74,763.46	19,170.58	-716.15	93,217.89
063-0000-101	STB 145 DEBT CASH	113,320.92	1,257.11	.00	114,578.03
064-0000-101	ROAD BOND DEBT CASH	1,157,494.46	24,676.18	-3,223.85	1,178,946.79
071-0000-101	LEVY IMPROVEMENT DIST. 1 CASH	65,056.34	22.23	.00	65,078.57
073-0000-101	LEVY DISTRICT 5 CASH	17,590.89	6.01	.00	17,596.90
077-0000-101	LEVY DIST 15 CASH	175.42	.00	.00	175.42
078-0000-101	TICDGE CASH	71,834.27	74,125.82	-121,518.00	24,441.89
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JURY CASH	1,962.83	15,005.16	-4,245.00	12,722.99
081-0000-101	HISTORICAL COMM. CASH	31,388.83	2,971.60	-126.93	34,233.50
082-0000-101	PARK MUSEUM CASH	24,473.90	1,708.88	.00	26,182.78
084-0000-101	IC ACH CASH	11,889.88	160.83	.00	12,050.71
085-0000-101	PAYROLL ACCOUNT CASH	1,887.85	2,314,172.40	-2,314,099.73	1,959.52
086-0000-101	EMPLOYEE SAVINGS CASH	124,717.09	41,269.32	-1,680.00	164,306.41
089-0000-101	JP 1 FEE CASH	42,020.82	59,380.80	-42,122.82	59,278.80
090-0000-101	JP 2 FEE CASH	38,842.59	27,324.20	-38,477.16	27,689.63
091-0000-101	JP 3 FEE CASH	88,581.65	85,357.51	-79,279.66	94,659.50
092-0000-101	JP 4 FEE CASH	53,359.36	59,190.88	-53,064.76	59,485.48
101-0000-101	LEVY DIST 6 CASH	68,793.70	23.50	.00	68,817.20
128-0000-101	2014 ROAD BOND CASH	587,762.74	178.82	-307,016.82	280,924.74
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
995-0000-101	POOLED CASH	18,728,699.96	2,027,259.33	-4,540,523.77	16,215,435.52
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		21,462,734.31	4,775,024.30	7,517,393.55	18,720,365.06

**** NOTE: Grand totals include only asset accounts.

KAUFMAN COUNTY INVESTMENT PORTFOLIO

QUARTER ENDING 6/30/2018

DESCRIPTION	ORIGINAL DEPOSIT/PURCHASE	MARKET VALUE	CUMULATIVE INCOME	QUARTERLY INCOME	SHARE PRICE	YIELD RATE	WEIGHTED AVERAGE MATURITY
10-General	Amer Natl Bank						
17-General	Amer Natl Bank						
10-General	PRIME #001	\$ 16,012,333.40	\$ 10,118,587.95	\$ 70,775.08	\$ 1.00	2.0860%	57
62-Jail I & S	PRIME #003	\$ -			\$ 1.00	N/A	
44-Construction	PRIME #005	\$ 166.68	\$3.65	\$0.91	\$ 1.00	N/A	
128-2014 Road Bond	PRIME #006	\$ 26,000,000.00	\$ 20,752,629.77	\$ 552,629.77	\$ 1.00	2.0860%	57
64-Road Bond I&S	PRIME #007	\$ 153.61	\$3.39	\$0.91	\$ 1.00	N/A	
		\$ 42,012,333.40	\$ 30,871,538.01	\$ 658,891.36			

QUARTER TO DATE INTEREST EARNED- Tex-Pool \$ 178,971.18

QUARTER TO DATE INTEREST EARNED- GENERAL FUND \$ 17,581.17

QUARTER TO DATE INTEREST EARNED- ALL OTHER FUNDS \$ 3,891.15

TOTAL TO DATE QUARTERLY INTEREST EARNED \$ 200,453.50

Submitted April 25, 2018 in compliance with Government Code 2256-023 and the Kaufman County

Investment policy.

Ronnie Oldfield
Ronnie Oldfield, County Treasurer

ACCOUNTS

INTEREST INCOME CARRIED FORWARD 1/1/18	
DEPOSIT A #001	\$ 12,333.40
CUMULATIVE WITHDRAWAL #001	\$ 27,000,000.00
CUMULATIVE WITHDRAWAL #001	\$ (11,000,000.00)
CUMULATIVE WITHDRAWAL #001	\$ (3,000,000.00)
CUMULATIVE WITHDRAWAL #001	\$ (3,000,000.00)
	\$ 10,000,000.00
CUMULATIVE WITHDRAWALS B #006	\$ (1,000,000.00)
#006	\$ (1,000,000.00)
#006	\$ (800,000.00)
#006	\$ (1,000,000.00)
#006	\$ (2,000,000.00)
#006	\$ (5,800,000.00)

INTEREST INCOME 3/9/17-12/31/2017 \$66,588.21
TRANSFERRED TO ANB GENERAL FUND 12/31/17 \$54,254.81
INTEREST INCOME CARRIED FORWARD \$12,333.40

Kaufman County

Assessments and Collections Contract

I. PURPOSE

This contract between the Kaufman County Tax Assessor/Collector and the City of Oak Grove is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

II. SCOPE OF SERVICES

1. SERVICES TO BE RENDERED BY TAX ASSESSOR/COLLECTOR (TAC)

The Tax Assessor shall assess and collect ad valorem property taxes on all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as the TAC collects taxes due and owing Kaufman County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates, and regulations, and shall include the following: (1) receiving the Certified Appraisal Roll from the appropriate Appraisal District(s) and monthly changes thereto, (2) providing mortgage companies, property owners and/or tax representatives tax roll and payment data, (3) providing all necessary assessments of taxes as required, (4) The transmittal of tax statements via appropriate medium (5) processing property tax payments, and (6) Calculations of effective tax rates, roll back tax rates and Truth in Taxation notices for publication unless instructed otherwise.

Additionally, on Taxing Unit's behalf, the TAC shall (1) approve and refund erroneous overpayments, if provided sufficient historical information by Taxing Unit, (2) obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed, (3) prepare and issue tax certificates, and (4) prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad valorem taxes.

2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

The Tax Assessor might further perform or render additional related services when requested by the Taxing Unit, which additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the TAC, said services and attendant costs and fees shall be confirmed by separate written agreement.

3. EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the TAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the election.

In the event of a rollback election by the Taxing Unit, the TAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

III. COMPENSATION

In consideration of the services provided by the TAC, Taxing Unit shall pay the TAC for the services provided herein, the amounts reflected in the attached Notice of Annual per Parcel Cost. The Notice of Annual per Parcel Cost attached hereto is incorporated herein for all purposes and constitutes a part of this contractual agreement.

It is expressly understood and agreed that the City of Oak Grove will pay costs stated in Exhibit A, the Notice of Annual per Parcel Cost, or future fees per parcel that might be amended over time, with the approval of the Kaufman County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1st day of June of each year, with an effective date of October 1st of the new tax year.

The TAC's compensation for performing the primary services contemplated herein shall be invoiced by January 31st annually, and shall include, but not be limited to; the certified tax roll and all accounts added through supplements to the tax collection system to the certified Tax Roll received from the applicable appraisal district(s) since certification.

IV. COOPERATION

The Taxing Unit shall provide to the TAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

The Taxing Unit shall provide to the TAC all accounts involved in the establishment of a new Public Improvement District ("PID") or any additions or deletions of an existing PID. PID rates must be adopted per \$100 of valuation as determined and certified by the applicable Appraisal District(s).

Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

V. NOTICE OF APPLICABLE TAX RATES

Taxing Unit shall provide the TAC with timely notice regarding the adoption of all applicable tax rates and exemptions, as well as related directives, orders, decisions or other matters which impact the assessment and collection of ad valorem property taxes. As used herein, the phrase "timely" shall mean adopting the applicable tax rate for the Taxing Unit and providing notice to the TAC of same no later than September 30th for each year that this Contract remains in effect.

In the event that the Taxing Unit does not timely adopt its tax rate on or before September 30th and notify the TAC of same, the Taxing Unit agrees that it will bear all reasonable and additional costs incurred by the TAC as a direct or indirect result of Taxing Unit's failure to timely adopt its tax rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost.

VI. DEPOSIT OF FUNDS

All funds collected by the TAC on Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by Taxing Unit at its depository bank. If any daily collection total is less than Twenty-five Dollars (\$25.00), the distribution will be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least Twenty-five Dollars (\$25.00).

After initiation of the aforementioned ACH transfers from the Kaufman County Tax Office's Depository account to the Taxing Unit's designated Depository Account, the TAC retains no responsibility, and shall have no liability, for the further management and processing of said funds.

VII. REFUNDS

Refunds will be made by the TAC on Taxing Unit's behalf only as set forth herein. The TAC will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the TAC.

The TAC agrees to issue refund checks on behalf of the Taxing Unit based on value changes as provided by the Appraisal Districts; should a Taxing Unit have insufficient collections to repay the Tax Office within 15 days then the outstanding sum must be paid in full upon notification by the Tax Office.

In the event that the Taxing Unit is a party in any lawsuit regarding the collection of taxes provided for herein, which matter is resolved by settlement or final judgment requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the TAC shall be permitted to make such refund on the Taxing Unit's behalf, and to debit such amount from tax payment proceeds currently held by the TAC on behalf of the Taxing Unit.

VIII. AUDIT CONTROLS

The TAC shall employ and utilize appropriate internal and external audit controls to insure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the TAC shall cooperate with the Taxing Unit's independent auditors by providing necessary explanations and reports.

IX. DELINQUENT TAX COLLECTION

In addition to the services provided herein, the TAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent ad valorem property taxes owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the TAC in enforcing the collection of delinquent taxes. To avoid duplication of efforts and unnecessary costs to the taxpayer, the TAC recommends employing the same counsel for both the TAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the TAC and the attorney.

In the event the Taxing Unit utilizes different legal counsel than the one employed by the TAC, the Taxing Unit agrees to pay the additional

cost, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost.

X. NOTICES

Notices required to be given to either party to this agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via United States Mail, certified or registered, postage prepaid, and confirmed received by intended recipient.

XI. SUPPLEMENTAL SURETY BOND RECOMMENDED

The TAC recommends that the Taxing Unit obtain additional and adequate surety bond for the TAC specifically related to all anticipated services to be performed and rendered hereunder, with all associated premiums for such bond to be paid by the Taxing Unit.

XII. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties, and continue in full force and effect, from year to year, until such time as either party, by written notice to the other, terminate the same. Notice of termination given hereunder on or before the 1st day of May of the tax year in which the party intends termination, shall be effective immediately following the 30th day of September after such notice.

XIII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities, Title 5 of the Texas Civil Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIV. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection contains the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the TAC and the Taxing Unit. This contract supersedes any prior understandings and agreements between the parties, written or oral, pertaining to the same subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations herein shall be performed in Kaufman County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

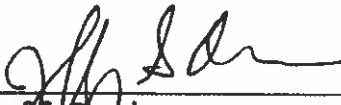
This contract shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns.

Should one or more provisions contained herein be declared invalid, illegal, or otherwise unenforceable, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions, and the remainder of this Agreement shall remain in full effect.

AGREED AS TO FORM AND CONTENT:

Brenda Samples
Kaufman County Tax Assessor/Collector

Date



Jeff Davis
Mayor

JUN 14 2018

Date

Bruce Wood
Kaufman County Judge

Date

Exhibit A

Annual Notice of Per Parcel Cost for Ad Valorem Tax Collections for 2014

Please accept this annual notice of per parcel cost of collections for your Ad Valorem taxes for assessment and collection with your entity and the Kaufman County Tax Assessor/Collector's Office.

These per parcel costs were effective with the July 2013 certified roll and were billed and collected by January 31, 2014.

	<u>2013 Tax Year</u>	<u>2014 Tax Year</u>
Parcels with Kaufman County	\$1.50	\$1.50
(Certified by Kaufman County Appraisal District)		
Parcels outside of Kaufman County	\$2.10	\$2.10
(Certified by any other CAD besides Kaufman CAD)		

Please attach this notice to your original Assessment and Collection Contract as the official costs determined and agreed upon by the Kaufman County Tax Assessor's Office and the Commissioners Court.

Brenda Samples
Tax Assessor/Collector