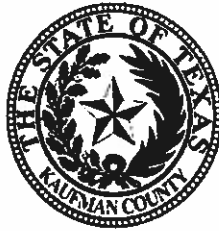


**NOTICE OF REGULAR MEETING
KAUFMAN COUNTY COMMISSIONERS' COURT**



FILED FOR RECORD
KAUFMAN CO. TEXAS

2018 DEC 20 PM 1:19

LAURA A. HUGHES
COUNTY CLERK

BY:
DEPUTY

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Thursday, December 27, 2018 at 9:00 a.m., in the Commissioners' Court Meeting Room located in 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;

PLEDGE OF ALLEGIANCE TO 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. **Discuss/Consider** re-appointing Mike Sharp, William Nixon and Wayne Pritchard as Board Members to the Emergency Services District #5 for a two year term.
 - B. **Discuss/Consider** re-appointing Mark Smith, Tricia Smith and Chuck Carpenter as Board Members to the Emergency Services District #3 for a two year term.
 - C. **Discuss/Consider** accepting Commissioners' Court Regular Meeting minutes for December 19, 2018.
3. **To Present/Accept** the Treasurer's Monthly Report for November 2018.
4. **To Present/Accept** the Sheriff's Department Monthly Report.
5. **Discuss/Consider/Approve** entering into Interlocal Agreement with Emergency Services District #3 to provide access to water hydrant for fire trucks through County's ROW.
6. **Discuss/Consider/Approve** additional salary in the amount of \$5,000 for Assistant District Attorney Clay Watkins for assuming additional job tasks regarding asset forfeitures. The money is currently in the District Attorney's budget due to the resignation of ADA that handled asset forfeitures, but requires a line item transfer.
7. **Discuss/Consider/Approve** salary increase of \$3,500.00 for pre-trial diversion officer Johnny White, per prior budget allowance of \$2,500.00 and \$1,000.00 from District Attorney's Office diversion funds.
8. **Discuss/Consider/Approve** Interlocal Agreement between County of Kaufman, Texas and High Point Special Utility District for road projects for Kaufman County Pct. 2.
9. **Discuss/Consider** approving of the ROW Advanced Funding Agreement for the US 175 Project between Kaufman County and Texas Department of Transportation in amount of \$425,862.40

10. **Discuss/Consider** approving the Advanced Funding Agreement for the US 80 Intersection Improvements Project between Kaufman County and Texas Department of Transportation in the amount of \$875,225.00.
11. **Discuss/Consider** approving payroll and benefits.
12. **Discuss/Consider** line item transfers.
13. **Discuss/Consider** claims for payment.
14. **Adjourn Regular Meeting.**

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 December 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 Dec., 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 Chad Smith

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

**COMMISSIONERS COURT
REGULAR MEETING
DECEMBER 19, 2018**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Kaufman County Courthouse Annex, Commissioners Courtroom, Kaufman Texas with the following members present: **Bruce Wood**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3: Absent; **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;**

1. **ROUTINE CORRESPONDENCE**
MOTION TO APPROVE CONSENT AGENDA

2. There came on to be a motion to approve the Consent Agenda.
- A. Approve the Deputation of Adam R. Holden as Deputy Fire Marshal for the Kaufman County Fire Marshal's office.
 - B. Approve the Deputation of Nikki Wilson for the Kaufman County Tax Assessor-Collector's office.
 - C. Approve Request from Farmers Electric Cooperative (FEC) to construct electrical power distribution facilities across University Drive, which is located 1/2 mile from Valley View Road in Kaufman County, Texas, Precinct 2.
 - D. Accept Kaufman County Rural Emergency Services District No. 7 Financial Statements for the year ending September 30, 2017 through September 30, 2018.
 - E. Approve Re-appointment of Melissa Smith, Adam Wallen and Karen King as Board Members to the Emergency Services District No. 7 for a two year term.
 - F. Accept Presentation of Star Transit's Demand and Response and Kaufman Trolley Ridership Reports for November 2018, First Quarter FY 2019 Demand and Response, Kaufman Trolley, The Link #802 and Terrell Hwy 80 #803 Ridership Reports.
 - G. Accept Commissioners Court Regular Meeting Minutes for December 3, 2018, December 5, 2018 and December 12, 2018.

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.

MOTION TO TABLE AUTHORIZATION

3. There came on to be a motion to table authorizing the Kaufman County Investment Advisory Committee to take the actions necessary to add Tex Star/Logic and Texas Class as eligible investment pools and to add Multibank Securities Inc., Financial Northeastern Companies and American National Bank/Promontory Interfinancial Network LLC as Certificate of Deposit providers.

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.

PRESENTATION

4. There came on to be a Presentation by John Polster, with Innovative Transportation Solutions, on the status of the Kaufman County Transportation Bond Program.

MOTION TO APPROVE SIGNATOR

5. There came on to be a motion to approve Chuck Mohnkern as an Authorized Signator on the Kaufman County bank accounts, effective January 1, 2019.

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 APPOINTMENT

6. There came on to be a motion to approve appointing Nathan Collins as the Interim Information Technology (IT) Director, effective January 1, 2019 until the hiring of an Information Technology Director.

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 TABLE AGREEMENT

7. There came on to be a motion to table the Amended Interlocal Agreement continuing Kaufman County's Participation in the Kaufman Tax Increment Reinvestment Zone #1 (TIRZ) Program.

Motion was made by County Judge Bruce Wood and seconded by Commissioner Jakie Allen.

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

MOTION TO APPROVE PARTIAL REDEMPTION OF BONDS

8. There came on to be a motion to approve authorizing partial redemption of Kaufman County, Texas Property Finance Contractual Obligation, Series 2015; and authorizing and approving other matters related thereto.

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.

PRESENTATION

9. There came on to be a Presentation by Ralph Davis, Carrie Sharp and Katie Sotzing on the Extension Office Monthly Reports for October and November 2018.

MOTION TO ACCEPT REPORT

10. There came on to be a motion to accept the Fire Marshal's Monthly Report for November 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

11. There came on to be a motion to accept the Kaufman County Collections Department Monthly Report for November 2018.

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 ACCEPT REPORT

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

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.

DISCUSSION

13. There came on to be a discussion of the Texas County & District Retirement System (TCDRS) proposed changes for retirees effective January 1, 2019.

MOTION TO APPROVE AGREEMENT

14. There came on to be a motion to approve the Gabriel, Roeder, Smith & Co. Retirement Agreement Renewal 2018-2019.

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 AWARDING OF BID

15. There came on to be a motion to approve awarding of bid for RFP 19-01: Annual Contract for Various road Materials per recommendation of Purchasing Agent.

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 LINE ITEM TRANSFERS

16. There came on to be a motion to approve Line Item Transfer from Library Contingency Line Item to: Crandall Library \$11,000; Kemp Library \$1,000; Scurry Library \$5,000; Kaufman County Library \$12,500.

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 ACCEPT REPORT

17. There came on to be a motion to accept the Auditor's Monthly Report for November 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 APPROVE LINE ITEM TRANSFERS

18. There came on to be a motion to approve Line Item Transfers.

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.

MOTION TO APPROVE CLAIMS FOR PAYMENT

19. There came on to be a motion to approve Claims for Payment for \$820,130.70.

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 ADJOURN

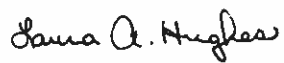
. 20There came on to be a motion to adjourn the Regular Meeting.

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.

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

**MONTHLY REPORT
COUNTY TREASURER
NOVEMBER 1 THRU NOVEMBER 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	\$ 3,131,457.71	\$ 2,492,072.27	\$ 1,000,000.00	\$ (4,226,032.81)	\$ 2,397,497.17
10	Tex-Pool Prime-Cash	\$ 1,162,725.83	\$ 2,154.85	\$ (1,000,000.00)	\$	\$ 164,880.68

MONTHLY CASH SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>CASH</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>
10	General Fund - Cash	\$ 2,397,497.17	\$	\$ 2,397,497.17
10	Tex-Pool-ANB	\$ 164,880.68	\$	\$ 164,880.68
	TOTAL GENERAL	\$ 2,562,377.85	\$ -	\$ 2,562,377.85

This report was presented to Commissioners Court of Kaufman County, Texas on the 27th day of December 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
Ronnie Oldfield, Kaufman County Treasurer

44	Construction Fund	\$ 0.01	\$ -	\$ 0.01
64	Road Bond I & S	\$ 282,835.93	\$	\$ 282,835.93
128	Road Bond Fund	\$ 569,047.63	\$	\$ 569,047.63
	TOTAL	\$ 851,902.57	\$	\$ 851,902.57

Tex-Pool Road Bond Fund	\$ 19,902,396.56	\$ 39,166.13	\$ 19,941,562.69
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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	\$ 3,538.05	General #001	\$ 2,154.85
128	Road Bond Fund	\$ 275.66	Constr. Proj. #005	\$ 0.30
	All Other Funds	\$ 642.36	Road Bond #006	\$ 39,166.13
			Road Bond I&S #007	\$ 0.30

TOTAL INTEREST	\$ 4,456.07	TOTAL INTEREST	\$ 41,321.58
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Certified by: *Karen MacLeod*

Pledge Security Listing

November 30, 2018

ID	CUSTP	Description	Safetkeeping Location	Safetkeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC 310	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
1001	11417WCA8	FIN AC2797	FHLB - Dallas	1071000388	4.00	10/01/2024		AAA	AAA	AAA	AAA	20,000,000	1,204,363.00	1,212,674.08	1,222,108.44	9,484.36
1002	583064WFO	WYLLIE TX	FHLB - Dallas	1071000484	3.00	02/15/2022		Aaa2	AA	NR	A-2	755,000	755,000.00	781,477.85	767,714.20	13,763.65
1003	845519HR1	STAFFORD TX MUD	FHLB - Dallas	10710001975	3.00	08/15/2023		Aaa	NR	NR	A-2	755,000	755,000.00	781,477.85	767,714.20	13,763.65
1004	845519HR1	STAFFORD TX MUD SOI DI	FHLB - Dallas	10710001976	3.00	08/15/2025	08/15/2024	Aaa	NR	NR	A-2	625,000	625,000.00	678,368.25	613,412.25	64,956.00
1005	543552B20	LAKE DALLAS TX ISO	FHLB - Dallas	10710000960	1.00	08/15/2021		NR	Aaa	NR	A-2	835,000	835,000.00	851,250.75	838,967.25	12,283.50
1006	543552B38	LAKE DALLAS TX ISO	FHLB - Dallas	10710000981	3.00	08/15/2022		NR	Aaa	NR	A-2	840,000	840,000.00	858,335.00	857,455.20	8,879.80
1007	543552B38	LAKE DALLAS TX ISO	FHLB - Dallas	10710000981	1.00	08/15/2024		NR	Aaa	NR	A-2	900,000	900,000.00	914,001.00	942,587.50	38,581.50
1008	543552B61	LAKE DALLAS TX ISO	FHLB - Dallas	10710000983	3.50	08/15/2025	08/15/2024	NR	Aaa	NR	A-2	210,000	210,000.00	221,185.00	217,658.50	3,526.50
1009	486782HU3	KINGSVILLE TX	FHLB - Dallas	1071001011	2.00	08/01/2020		NR	A+	NR	A-1	810,000	810,000.00	816,447.00	802,094.40	14,352.60
1010	099761D78	BORGER TX ISO	FHLB - Dallas	1071001047	3.00	02/15/2024		NR	Aaa	NR	A-2	650,000	650,000.00	672,072.50	662,571.00	9,501.50
1011	100110E24	BOSQUEVILLE TX ISO	FHLB - Dallas	1071001281	5.00	08/15/2024		Aaa	NR	NR	A-2	300,000	300,000.00	343,312.00	337,953.00	5,359.00
1012	100110E24	BOSQUEVILLE TX ISO	FHLB - Dallas	1071001282	5.00	08/15/2025		Aaa	NR	NR	A-2	325,000	325,000.00	391,419.75	389,502.25	1,917.50
1013	100110F66	BOSQUEVILLE TX ISO	FHLB - Dallas	1071001283	3.00	08/15/2026	08/15/2025	Aaa	NR	NR	A-2	340,000	340,000.00	355,465.00	343,495.20	11,969.80
1014	648839CG1	NEW SUMMERFIELD TX ISO	FHLB - Dallas	1071001363	3.00	08/15/2021		NR	AAA	NR	A-1	215,000	215,000.00	222,658.30	218,639.95	3,918.35
1015	648839CH9	NEW SUMMERFIELD TX ISO	FHLB - Dallas	1071001367	4.00	08/15/2022		NR	AAA	NR	A-1	220,000	220,000.00	226,960.20	222,331.00	4,629.20
1016	648839CJ5	NEW SUMMERFIELD TX ISO	FHLB - Dallas	1071001361	4.00	08/15/2023		NR	AAA	NR	A-1	205,000	205,000.00	208,119.05	218,571.00	10,451.95
1017	648839CJ2	NEW SUMMERFIELD TX ISO	FHLB - Dallas	1071001365	5.00	08/15/2024		NR	AAA	NR	A-1	160,000	160,000.00	167,119.21	273,502.10	113,382.90
1018	648839CJ3	NEW SUMMERFIELD TX ISO	FHLB - Dallas	1071001369	4.00	08/15/2025		NR	AAA	NR	A-1	250,000	250,000.00	278,097.50	709,015.00	459,015.00
1019	21756459K3	PORTLAND TX SALES TAX R	FHLB - Dallas	1071001321	3.00	08/15/2019		NR	AA	NR	A-2	135,000	135,000.00	136,228.50	276,494.39	131,264.39
1020	21756459L1	PORTLAND TX SALES TAX R	FHLB - Dallas	1071001323	3.00	08/15/2020		NR	AA	NR	A-2	140,000	140,000.00	140,139.47	141,159.20	1,019.73
1021	21756459M7	PORTLAND TX SALES TAX R	FHLB - Dallas	1071001364	3.00	08/15/2022	08/15/2021	NR	AA	NR	A-2	285,000	285,000.00	290,172.15	287,211.59	2,960.56
1022	21756459N0	PORTLAND TX SALES TAX R	FHLB - Dallas	1071001365	4.00	08/15/2024	08/15/2023	NR	AA	NR	A-2	305,000	305,000.00	315,822.35	320,341.50	5,341.50
1023	21756459S6	PORTLAND TX SALES TAX R	FHLB - Dallas	1071001366	4.00	08/15/2026	08/15/2024	NR	AA	NR	A-2	330,000	330,000.00	350,280.15	347,179.80	13,100.35
1024	21756459T9	COPPERAS COVE TX CITS O	FHLB - Dallas	1071001345	3.00	08/15/2021		NR	AA	NR	A-2	285,000	285,000.00	295,127.90	286,457.39	9,670.51
1025	21756459U6	COPPERAS COVE TX CITS O	FHLB - Dallas	1071001416	3.00	08/15/2026	08/15/2024	NR	AA	NR	A-2	305,000	305,000.00	317,181.70	306,033.95	11,147.75
1026	646609C76	SUDAN TX ISO	FHLB - Dallas	1071001357	2.00	02/15/2021		NR	AAA	NR	A-1	665,000	665,000.00	671,437.20	659,926.04	11,511.16
1027	555753JX4	MADISONVILLE TX CISO SC	FHLB - Dallas	1071001367	2.00	08/15/2021		NR	AAA	NR	A-1	100,000	100,000.00	100,781.00	98,824.99	1,956.01
1028	555753J22	MADISONVILLE TX CISO SC	FHLB - Dallas	1071001368	2.00	08/15/2022		NR	AAA	NR	A-1	100,000	100,000.00	100,534.00	98,705.00	1,829.00
1029	555753J20	MADISONVILLE TX CISO SC	FHLB - Dallas	1071001369	2.50	08/15/2023		NR	AAA	NR	A-1	400,000	400,000.00	409,600.00	399,992.00	9,608.00
1030	555753J20	MADISONVILLE TX CISO SC	FHLB - Dallas	1071001370	3.00	08/15/2024		NR	AAA	NR	A-1	410,000	410,000.00	417,004.70	418,634.60	1,634.60
1031	555753J20	MADISONVILLE TX CISO SC	FHLB - Dallas	1071001371	3.00	08/15/2025		NR	AAA	NR	A-1	420,000	420,000.00	443,528.40	426,379.80	27,148.60
1032	816587FP9	SELMA TX	FHLB - Dallas	1071001345	2.00	08/01/2021		NR	AA	NR	A-2	280,000	280,000.00	282,761.60	277,121.59	5,639.01
1033	816587FQ7	SELMA TX	FHLB - Dallas	1071001346	2.00	08/01/2022		NR	AA	NR	A-2	445,000	445,000.00	447,675.75	438,094.60	9,581.15
1034	816587FR5	SELMA TX	FHLB - Dallas	1071001347	2.00	08/01/2023		NR	AA	NR	A-2	460,000	460,000.00	461,785.54	447,946.40	13,839.14
1035	816587FJ8	SELMA TX	FHLB - Dallas	1071001348	2.50	08/01/2026	08/01/2025	NR	AA	NR	A-2	495,000	495,000.00	507,093.35	478,145.25	28,948.10
1036	912628J56	U.S. TREASURY NOTES	FHLB - Dallas	1071001687	2.25	11/15/2025		AAA	Aaa	NR	A-1	4,000,000	4,000,000.00	4,140,602.00	3,813,050.00	327,552.00
1037	912628J24	U.S. TREASURY NOTE	FHLB - Dallas	1071001759	2.00	11/15/2026		AAA	Aaa	NR	A-1	5,000,000	5,000,000.00	4,793,650.00	4,638,600.00	155,050.00
1038	31418C507	FIN MA3215	FHLB - Dallas	1071001818	3.50	11/01/2037		AAA	Aaa	NR	A-1	4,000,000	3,739,735.53	3,845,465.17	3,466,907.84	378,557.29

Although this information is believed to be accurate, it is not intended to be relied on as a guarantee of performance.

Pledge Security Listing

November 30, 2018

ID	CUSIP	Description	Safetkeeping Location	Safetkeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC	320	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
2049	314307735	FIL CA0729	FHLB - Data	1021601835	3.50	11/01/2017		AAA	AA+	AAA	AFS		7,539,960	6,911,406.16	7,210,688.29	6,531,579.42	779,108.87
Total for KAUFMAN COUNTY													54,954,960	35,240,524.68	36,241,339.90	34,886,130.29	1,355,209.61

GROUP SUMMARY ANALYSIS

Kaufman County
Treasurer
General Fund
ATTN: Debbie Graham
100 N Washington St
Kaufman TX 75142-2051

OFFICER: Steve Robertson
PHONE NO: (800) 837-6584
BRANCH: 6

DATE PREPARED 12/03/18
DAYS IN STATEMENT CYCLE 30
Public Funds Analysis Checking

AVERAGE DAILY LEDGER BALANCE 16,705,757.35
LESS AVERAGE DAILY FLOAT 364,069.40
AVERAGE DAILY COLLECTED BALANCE 16,341,687.95
LESS REQUIRED RESERVES 1,634,168.79
AVERAGE NET COLLECTED BALANCE 14,707,519.16

EARNINGS ON

\$14,707,519.16
AT .250000% 3,022.09

SERVICE	ACTIVITY	UNIT PRICE	ACTIVITY CHARGE	REQUIRED BALANCES
Maintenance Fee	1	15.0000	15.00	73,000.00
Debits	1539	.1500	230.85	1,123,470.00
Credits	772	.3500	270.20	1,314,973.33
On Us Items Deposited	1637	.1200	196.44	956,008.00
Transit Items Local	7249	.1200	869.88	4,233,416.00
Chargeback Fee	12	6.3900	76.68	373,176.00
Positive Pay Fee	1	50.0000	50.00	243,333.33
ACH Origination Batch Fee	18	10.0000	180.00	876,000.00
ACH Originated Items Fee	1552	.1200	186.24	906,368.00
Cash Management Fee Monthly	4	25.0000	100.00	486,666.67
Stop Payment Fee	1	32.9700	32.97	160,454.00
Debits - Electronic	70	.1200	8.40	40,880.00
Credits - Electronic	790	.1200	94.80	461,360.00
Recleared Item	5	6.3900	31.95	155,490.00
Rolled Coin	67	.0600	4.02	19,564.00
Currency Straps	7	.3500	2.45	11,923.33
Domestic (WEB) Wire Outgoing	2	10.0000	20.00	97,333.33
Domestic (WEB) Wire Incoming	1	10.0000	10.00	48,666.67
ACH Debit Block w/Filter	2	25.0000	50.00	243,333.33
ACH Debit Blocks Per Account	1	15.0000	15.00	73,000.00
ARP Full Recon Per Account	3	75.0000	225.00	1,095,000.00
Pos Pay Exceptions Reported	52	1.0000	52.00	253,066.67
Positive Pay Monthly Fee	31	35.0000	1,085.00	5,280,333.33
ACH Positive Pay Monthly Fee	30	30.0000	900.00	4,380,000.00
ACH Positive Pay Exceptions	1	1.0000	1.00	4,866.67

TOTAL SERVICES AND REQUIRED BALANCES 4,707.88 22,911,682.66
CURRENT MONTH NET LOSS 1,685.79- 8,204,178.00

COUNTY TREASURER'S MONTHLY REPORT - OTHER PROCEEDINGS				
For the Period Ending : November 2018				
Quantitative Analysis of Activities		Where Applicable		
Activity Description	Current Mo. Beginning No.	Current Mo. Ending No.	Count	
Receipts Processed - R#'s *	24210	24587	378	
County A/P checks written & dispositioned	276408	276948	541	
Juror checks written & dispositioned	10776	10811	36	
Juror cash payments			\$ 1,070.00	
Total Payroll checks/old Stubs	261244	263122	1879	
Payroll Hard Copy Checks			348	
Payroll Direct Deposit Stubs Processed			1531	
Payrolls + Direct Dep ACHs Processed			8	
Bank Reconciliations Performed			30	
Wire Transfers/EFTs Made			10	
Year-End W2's processed				
State Comptroller Reports prepared and filed				
DA Asset Forfeiture checks written	3351	3390	40	
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.				

* 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: 11/30/2018

Debts due by the County (see note)

Long Term Debt Obligations of the County	
2015 Series Radio Bond Fund 61	\$ 2,317,075.00
2012 Refunding Bond Issue Fund 62 (Jail)	6,940,950.00
2013 Tax Note Series Fund 62 (Construction)	25,200.00
TxDot Transportation SIB Fund 63 S2013-003-01	457,658.76
2014 Tax Road Bond Series Fund 64	44,193,712.50
2016 Tax Road Bond Series Fund 64	34,814,250.00
Total Long Term Debts Due by the County	\$ 88,748,846.26

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.

Kaufman County
Cash Receipts & Disbursements

Period Ending: 11/2018

glpcshd2 dgraham
08:46 12/07/18
Fund: 10 GENERAL FUND

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
010-0000-101	GENERAL FUND - CASH	3,131,457.71	3,492,072.27	-4,226,032.81	2,397,497.17
011-0000-101	REGIONAL CALL CTR CONST. CASH	.00	.00	.00	.00
016-0000-101	INDIGENT HEALTH CARE	96,555.19	.00	-21,617.81	74,937.38
019-0000-101	Kaufman CO EMERGENCY SHELTER	10,353.49	56,407.67	-76,827.10	-10,065.94
020-0000-101	MAIN ROAD & BRIDGE CASH	567,537.74	472,061.53	-540,631.25	498,968.02
021-0000-101	R&B PCT 1 CASH	1,346,118.54	140,858.81	-300,237.94	1,186,739.41
022-0000-101	R&B PCT 2 CASH	1,624,459.03	97,795.94	-180,820.24	1,541,434.73
023-0000-101	R&B PCT 3 CASH	369,520.89	141,165.04	-277,327.73	233,358.20
024-0000-101	R&B PCT 4 CASH	530,777.00	162,057.55	-543,981.77	148,852.78
025-0000-101	LAW LIBRARY CASH	187,229.50	5,602.32	-5,774.33	187,057.49
026-0000-101	KC LIBRARY CASH	54,455.00	608.41	-25,525.79	29,537.62
027-0000-101	GENERAL ROW CASH	5,390.76	.00	.00	5,390.76
028-0000-101	LATE D&M MAINTENANCE CASH	1,930.03	.00	-3,892.50	-1,962.47
029-0000-101	CRIMINAL JUSTICE CASH	130,186.65	89,366.93	.00	219,553.58
030-0000-101	VOTER REGISTRATION CASH	8,780.59	3.40	.00	8,783.99
031-0000-101	PROBATE EDUCATION CASH	6,241.20	135.00	.00	6,376.20
032-0000-101	INSURANCE CASH	.00	.00	.00	.00
033-0000-101	COMMUNITY CORRECTION CASH	83,297.08	.00	-26,794.28	56,502.80
034-0000-101	ADULT PROBATION CASH	920,100.93	59,378.43	-103,078.99	876,400.37
035-0000-101	JUVENILE PROBATION CASH	278,284.20	44,963.48	-109,905.51	213,342.17
036-0000-101	APPELLATE JUSTICE CASH	20,565.03	790.00	.00	21,355.03
037-0000-101	INTENSIVE SUPERV. CASH	.00	.00	.00	.00
038-0000-101	JUV PROBATION DIVERSION CASH	160.00	40.00	.00	200.00
039-0000-101	VEHICLE IMPOUND CASH	.00	.00	.00	.00
040-0000-101	JUV PROBATION FEE CASH	8,193.15	528.00	.00	8,721.15
042-0000-101	RECORDS MGMT CASH	297,457.17	23,822.65	-53,491.78	267,788.04
043-0000-101	LIBRARY MEMORIAL CASH	3,232.39	.00	.00	3,232.39
045-0000-101	COURTHOUSE SECURITY CASH	182,779.56	5,072.53	.00	187,852.09
046-0000-101	CCT RECORDS MGMT CASH	55,304.01	1,981.63	.00	57,285.64
047-0000-101	DC RECORDS MGMT CASH	78,666.21	2,738.65	.00	81,404.86
048-0000-101	PCT 1 SW CONF CASH	30,403.52	6,843.50	-18,381.71	18,865.31
049-0000-101	FEES CODE CASH	179,992.65	2,900.00	.00	182,892.65
051-0000-101	JUV IV-E PROBATION CASH	35,976.55	.00	.00	35,976.55
053-0000-101	CCL DIVERSION CASH	53,180.33	217.00	-780.00	52,617.33
054-0000-101	422ND DIVERSION COURT CASH	43,158.68	.00	.00	43,158.68
056-0000-101	DANGEROUS ANIMAL CASH	8,950.00	.00	.00	8,950.00
057-0000-101	STAR PROGRAM CASH	.00	.00	.00	.00
060-0000-101	JUSTICE CRT BLDG SECURITY CASH	16,989.61	512.08	.00	17,501.69
065-0000-101	TOBACCO SETTLEMENT CASH	.00	.00	.00	.00
070-0000-101	COMMUNITY SERV BOOT CAMP CASH	.00	.00	.00	.00
072-0000-101	ADDICTION RECOVERY CASH	-7,948.66	8,680.00	.00	731.34
087-0000-101	JUV CASE MANAGER CASH	1,963.41	.00	.00	1,963.41
104-0000-101	LOAN STAR LIBRARY CASH	.00	.00	.00	.00
108-0000-101	2006 DJ BX 1061 CASH	.00	.00	.00	.00
109-0000-101	TCLBOSH TRAINING CASH	40,581.63	.00	.00	40,581.63

Period Ending: 11/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
110-0000-101	CO & DIST CRT TECH CASH	6,491.76	313.06	.00	6,804.82
112-0000-101	JP TECHNOLOGY CASH	249,693.75	2,084.39	-6,322.15	245,445.99
113-0000-101	RECORDS ARCHIVE CASH	141,772.38	22,630.00	.00	164,402.38
117-0000-101	SCAAP DIVERSITY CASH	5,532.89	.00	-3,344.00	2,188.89
119-0000-101	2012 DJ BX 0406 TASER CASH	.00	.00	.00	.00
121-0000-101	EZO MITIGATION CASH	.00	.00	.00	.00
122-0000-101	EMW 2011SS00019 CASH	.00	.00	.00	.00
123-0000-101	TAX ASSESSOR ADMIN FEE CASH	9,739.94	.00	.00	9,739.94
124-0000-101	JUVIE GRANT W CASH	-.32	.00	.00	-.32
125-0000-101	EMISSIONS ENFORCEMENT CASH	5,009.87	19,953.18	-9,098.83	15,860.22
126-0000-101	2013 DUBK0665 CASH	.00	.00	.00	.00
127-0000-101	CAPITAL MURDER GRANT CASH	.00	.00	.00	.00
129-0000-101	BYP GRANT CASH	.00	.00	.00	.00
130-0000-101	RNS GRANT - CASH	.00	.00	.00	.00
131-0000-102	CERTZ GRANT CASH	.00	.00	.00	.00
132-0000-102	DEFENSE EXPENSES CASH	.00	.00	.00	.00
133-0000-101	ENHANCEMENT GRANT CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	10,823,643.96	4,246,748.63	-5,919,031.70	9,151,360.89
999-0085-101	PAYROLL CASH	.00	.00	.00	.00
Grand totals		21,644,151.00	9,108,332.08	12,452,898.22	18,299,584.86

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

glpcshd2 dgraham Kaufman County
 08:47 12/07/18 Cash Receipts & Disbursements
 Fund: 12 WIRE TRANSFER FUND Period Ending: 11/2018

Account Number	Description	Beginning Balance	Receipts	Disbursements	Ending Balance
012-0000-101	WIRE TRANSFER FUND	2,836.62	1.07	.00	2,837.69
013-0000-101	KSO FEDERAL SEIZED CASH	32,724.97	.00	-3,019.02	29,705.95
014-0000-101	KSO ASSET FORFEITURE CASH	35,620.41	.00	-7,500.00	28,120.41
015-0000-101	D.A. ASSET FORFEITURE FUND	85,152.77	32.13	-9,260.28	75,924.70
044-0000-101	CONSTRUCTION PROJECTS - CASH	.01	.00	.00	.01
058-0000-101	PCF 4 CONSTABLE SEIZED CASH	4,379.48	1.65	.00	4,381.13
061-0000-101	SERIES 2015 BOND IAS CASH	31,328.86	13,072.80	.00	44,401.66
062-0000-101	JAIL CONSTR. IAS DEBT CASH	89,330.93	68,147.44	.00	157,478.37
063-0000-101	STB IAS DEBT CASH	5,706.68	4,475.89	.00	10,182.57
064-0000-101	ROAD BOND DEBT CASH	192,863.63	89,972.30	.00	282,835.93
071-0000-101	LEVY IMPROVEMENT DIST. 1 CASH	65,219.77	24.58	.00	65,244.35
073-0000-101	LEVY DISTRICT 5 CASH	17,635.07	6.61	-200.00	17,441.68
077-0000-101	LEVY DIST 15 CASH	175.42	.00	.00	175.42
078-0000-101	TXCORG CASH	19,857.75	7.49	.00	19,865.24
079-0000-101	BOIS D'ARC ISLAND CASH	7,167.37	.00	.00	7,167.37
080-0000-101	JURY CASH	23,954.69	9.06	-2,065.00	21,898.75
081-0000-101	HISTORICAL COMM. CASH	35,604.91	9.32	-14,680.96	20,933.27
082-0000-101	FARM MUSEUM CASH	6,950.15	2.62	.00	6,952.77
084-0000-101	KC ACH CASH	12,936.24	180.33	.00	13,106.57
085-0000-101	PATROLL ACCOUNT CASH	1,389.46	3,697,117.43	-3,696,947.94	1,538.95
086-0000-101	EMPLOYEE SAVINGS CASH	377,516.74	18,371.15	-395,806.74	81.15
089-0000-101	JP 1 FEE CASH	57,296.55	38,289.19	-57,344.87	38,240.87
090-0000-101	JP 2 FEE CASH	35,935.52	25,877.39	-36,276.04	25,536.87
091-0000-101	JP 3 FEE CASH	66,138.23	45,139.26	-55,641.91	55,635.58
092-0000-101	JP 4 FEE CASH	50,170.18	36,992.34	-48,856.83	38,305.69
101-0000-101	LEVY DIST 6 CASH	68,966.51	26.00	.00	68,992.51
128-0000-101	2014 ROAD BOND CASH	809,619.75	1,275.42	-241,847.54	569,047.63
135-0000-101	SERIES 2015 BOND CASH	.00	.00	.00	.00
999-0000-101	POOLED CASH	10,823,643.96	4,246,748.63	-5,919,031.70	9,151,360.89
999-0085-101	PATROLL CASH	.00	.00	.00	.00
Grand totals		12,960,102.63	8,285,780.10	10,488,478.75	10,757,403.98

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

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
GENERAL FUND
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 11/01/2018 - 11/30/2018

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000012369

TexPool Update

Sending a form to TexPool Participant Services? Please visit the Account Documents section of texpool.com to ensure that you are completing the most up-to-date documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$1,162,725.83	\$0.00	\$1,000,000.00	\$2,154.85	\$164,880.68	\$1,096,130.99
Total Dollar Value	\$1,162,725.83	\$0.00	\$1,000,000.00	\$2,154.85	\$164,880.68	

Portfolio Value

Pool Name	Pool/Account	Market Value (11/01/2018)	Share Price (11/30/2018)	Shares Owned (11/30/2018)	Market Value (11/30/2018)
TexPool Prime	590/7878000001	\$1,162,725.83	\$1.00	164,880.680	\$164,880.68
Total Dollar Value		\$1,162,725.83			\$164,880.68

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000001	\$2,154.85	\$152,547.28
Total		\$2,154.85	\$152,547.28

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000001

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
11/01/2018	11/01/2018	BEGINNING BALANCE	\$1,162,725.83	\$1.00		1,162,725.830
11/29/2018	11/29/2018	WITHDRAWAL	\$1,000,000.00-	\$1.00	1,000,000.000-	162,725.830
11/30/2018	11/30/2018	MONTHLY POSTING	\$2,154.85	\$1.00	2,154.850	164,880.680

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
CONSTRUCTION PROJECT
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 11/01/2018 - 11/30/2018

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000015150

TexPool Update

Sending a form to TexPool Participant Services? Please visit the Account Documents section of texpool.com to ensure that you are completing the most up-to-date documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$168.19	\$0.00	\$0.00	\$0.30	\$168.49	\$168.20
Total Dollar Value	\$168.19	\$0.00	\$0.00	\$0.30	\$168.49	

Portfolio Value

Pool Name	Pool/Account	Market Value (11/01/2018)	Share Price (11/30/2018)	Shares Owned (11/30/2018)	Market Value (11/30/2018)
TexPool Prime	590/7878000005	\$168.19	\$1.00	168.490	\$168.49
Total Dollar Value		\$168.19			\$168.49

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000005	\$0.30	\$3.34
Total		\$0.30	\$3.34

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000005

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
11/01/2018	11/01/2018	BEGINNING BALANCE	\$168.19	\$1.00		168.190
11/30/2018	11/30/2018	MONTHLY POSTING	\$0.30	\$1.00	0.300	168.490
Account Value as of 11/30/2018			\$168.49	\$1.00		168.490

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND FUND
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 11/01/2018 - 11/30/2018

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000021205

TexPool Update

Sending a form to TexPool Participant Services? Please visit the Account Documents section of texpool.com to ensure that you are completing the most up-to-date documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$19,902,396.56	\$0.00	\$0.00	\$39,166.13	\$19,941,562.69	\$19,903,702.10
Total Dollar Value	\$19,902,396.56	\$0.00	\$0.00	\$39,166.13	\$19,941,562.69	

Portfolio Value

Pool Name	Pool/Account	Market Value (11/01/2018)	Share Price (11/30/2018)	Shares Owned (11/30/2018)	Market Value (11/30/2018)
TexPool Prime	590/7878000006	\$19,902,396.56	\$1.00	19,941,562.690	\$19,941,562.69
Total Dollar Value		\$19,902,396.56			\$19,941,562.69

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000006	\$39,166.13	\$391,791.71
Total		\$39,166.13	\$391,791.71

Transaction Detail

TexPool Prime

Participant: KAUFMAN COUNTY

Pool/Account: 590/7878000006

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
11/01/2018	11/01/2018	BEGINNING BALANCE	\$19,902,396.56	\$1.00		19,902,396.560
11/30/2018	11/30/2018	MONTHLY POSTING	\$39,166.13	\$1.00	39,166.130	19,941,562.690
Account Value as of 11/30/2018			\$19,941,562.69	\$1.00		19,941,562.690

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Avenue, Suite 1400
Houston, TX 77002



KAUFMAN COUNTY
2014 ROAD BOND I & S
ATTN RONNIE REX OLDFIELD
100 W MULBERRY ST
KAUFMAN TX 75142-2049

Participant Statement

Statement Period 11/01/2018 - 11/30/2018

Customer Service 1-866-TEX-POOL
Location ID 000078780
Investor ID 000021206

TexPool Update

Sending a form to TexPool Participant Services? Please visit the Account Documents section of texpool.com to ensure that you are completing the most up-to-date documents.

TexPool Summary

Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
TexPool Prime	\$154.84	\$0.00	\$0.00	\$0.30	\$155.14	\$154.85
Total Dollar Value	\$154.84	\$0.00	\$0.00	\$0.30	\$155.14	

Portfolio Value

Pool Name	Pool/Account	Market Value (11/01/2018)	Share Price (11/30/2018)	Shares Owned (11/30/2018)	Market Value (11/30/2018)
TexPool Prime	590/7878000007	\$154.84	\$1.00	155.140	\$155.14
Total Dollar Value		\$154.84			\$155.14

Interest Summary

Pool Name	Pool/Account	Month-to-Date Interest	Year-to-Date Interest
TexPool Prime	590/7878000007	\$0.30	\$3.34
Total		\$0.30	\$3.34

Transaction Detail

TexPool Prime

Pool/Account: 590/7878000007

Participant: KAUFMAN COUNTY

Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned
11/01/2018	11/01/2018	BEGINNING BALANCE	\$154.84	\$1.00		154.840
11/30/2018	11/30/2018	MONTHLY POSTING	\$0.30	\$1.00	0.300	155.140
Account Value as of 11/30/2018			\$155.14	\$1.00		155.140

STATE OF TEXAS

§

COUNTY OF KAUFMAN

§

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**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF KAUFMAN, TEXAS
AND EMERGENCY SERVICES DISTRICT #3 FOR ACCESS TO WATER HYDRANT**

This Agreement entered into between the County of Kaufman, a political subdivision of the State of Texas, hereinafter referred to as (the "County"), and the Kaufman County Emergency Services District #3, a political subdivision of the State of Texas, hereinafter referred to as ("ESD #3").

WITNESSETH:

WHEREAS, ESD #3 currently has a need for an area at the northwest corner of FM 429 and CR 329 to enable local fire trucks to fill up their tanks from a water hydrant at the northwest corner of FM 429 and CR 329 in order to provide fire protection services for ESD #3 and other residents of Kaufman County, Texas; and

WHEREAS, ESD #3 and the County find that by the County allowing ESD #3 to use the area at the northwest corner of FM 429 and CR 329 to enable fire trucks to fill up their tanks from a water hydrant at the northwest corner of FM 429 and CR 329 in order to provide fire protection services for ESD #3 and other residents in Kaufman County, that this will provide a public benefit to the citizens of both ESD#3 and the County and that a cooperative effort by ESD #3 and the County, pursuant to the Interlocal Cooperation Act, Texas Government Code, Sec. 791.001 et. Seq., will more efficiently accomplish the purposes set forth herein.

NOW, THEREFORE, for the mutual covenants and considerations expressed herein, the County and ESD #3 hereby agree as follows:

1. The purpose of this Agreement is to assist with providing an area at the northwest corner of FM 429 and CR 329 (also referred to as "this area") to enable fire trucks to fill up their tanks from a water hydrant at the northwest corner of FM 429 and CR 329 so that ESD #3 can facilitate and deliver fire protection and emergency services to the residences and businesses located within ESD #3, pursuant to Texas Health and Safety Code, Sec. 775 et. Seq.
2. The County agrees to allow ESD #3 access and use of this area that is in the County's right of way located at the northwest corner of FM 429 and CR 329.
3. The ESD # 3 agrees to provide rock, recycled asphalt, or other satisfactory materials (also referred to as "the materials") to be spread in this area in order to provide an adequate surface for fire trucks to enter this area and access the water hydrant located in this area.

4. The County agrees to provide the labor and equipment necessary to spread the materials provided by ESD #3 to create a surface in this area that will allow the fire trucks to access the water hydrant at this location.
5. The County agrees to continue spreading the materials provided by ESD #3 to ensure the surface in this area is suitable to allow fire trucks to access the water hydrant at this location for one year from the effective date hereof and may be renewed annually upon the agreement of both ESD #3 and the County. However, the ESD #3 and County agree that each shall exercise a good faith effort to proceed in a timely fashion with its respective responsibilities under this agreement; taking into consideration time of year and prevailing weather conditions.
6. To the extent allowed by law, the County agrees and is hereby bound to hold the ESD #3 whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of Kaufman County. To the extent allowed by law, the ESD #3 agrees and is bound to hold the County whole and harmless from any act or omission of any representative, agent, customer, employee and/or invitee of the ESD #3.
7. This Agreement represents the entire understanding of both the ESD #3 and the County and may not be changed, altered or modified without prior written consent of the City and the County.

IN WITNESS WHEREOF, ESD #3 and the County hereto have executed this Agreement by their duly authorized agents, officers and/or officials on the dates set forth below.

Emergency Services District #3

By: _____
Printed Name: _____

Date: _____

Attest: _____
Printed Name: _____

Kaufman County

By: _____
Honorable Bruce Wood
Kaufman County Judge

Date: _____

Attest: _____
Laura Hughes, County Clerk




INNOVATIVE TRANSPORTATION SOLUTIONS, INC.

2701 Valley View Lane ♦ Farmers Branch, Texas 75234-4924 ♦ (972) 484-2525 ♦ (972) 484-4545

MEMORANDUM

TO: Judge Bruce Wood

FROM: Claud P. Elsom III, P.E. 

DATE: December 17, 2018

RE: Discussion of Advanced Funding Agreement between Kaufman County and TxDOT for the US 80 Intersection Project

Attached please find 3 copies of the Advanced Funding Agreement with TxDOT for the US 80 Intersection project at SH 205/FM 148 in Kaufman County, CSJ: 0095-04-069. According to the terms of the agreement, Kaufman County will be responsible for the engineering for the project.

The total cost of this agreement for Kaufman County is \$875,225.00; however, these funds have been previously committed to Othon through the original engineering contract executed by the county on November 16, 2015, and through the Supplemental Agreement #1 executed by the county on April 10, 2017. There will be \$0.00 in funds transferred from Kaufman County to TxDOT in association with this agreement. The state will contribute \$78,245.00 for a total estimated project cost of \$953,470.00.

Please submit the executed agreement to:
Texas Department of Transportation
ATTN: Ms. Polita Flemming
4777 US Highway 80 East
Mesquite, TX 75150-6643

Please include the following in the agenda packet:
"Discussion/consideration of approval of the Advanced Funding Agreement for the US 80 Intersection Improvements Project between Kaufman County and TxDOT in the amount of \$875,225.00."

It is ITS's recommendation that the Kaufman County Commissioners Court consider approval of this Agreement. Please take the necessary steps to place this on the court's agenda for consideration. If you have any questions, please call me at (972) 484-2525.

Attachments

cc: Ms. Karen Badgley, Kaufman County Civil Attorney
Ms. Rebecca Lundberg, Kaufman County Civil Attorney
Ms. Karen Cooper MacLeod, Kaufman County Auditor
Mr. Terry Barber, Commissioner Precinct 3

CSJ #	0095-04-069
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Code Chart 64 #	50130
Project Name	US 80
Limits	At SH 205/ FM148
County	Kaufman

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
LOCAL GOVERNMENT CONTRIBUTION
TO A
TRANSPORTATION IMPROVEMENT PROJECT**

On-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and **Kaufman County**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **114670** authorizing the State to undertake and complete a highway improvement generally described as intersection improvements on US 80 at SH 205/FM 148 (Project), and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by performing and funding that portion of the improvement described as the preparation of preliminary engineering (design schematic, environmental documents/public involvements), plans, specifications and estimates (PS&E) for the intersection improvements on US 80 at SH 205/FM 148 in Kaufman County, called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this

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Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	N/A	Construction Responsibilities	Article 13
5.	State	Right of Way and Real Property-Map Services	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work is described as the preparation of preliminary engineering (design schematic, environmental documents/public involvements), plans, specifications and estimates (PS&E) for the intersection improvements on US 80 at SH 205/FM 148 in Kaufman County, as shown in Attachment B, Project Location Map.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, which is attached and made part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

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- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
 - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
 - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

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- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

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14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property – Map Services

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for right of way maps and property descriptions as well as tabulations of the determination of property values.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Kaufman County ATTN: County Judge 100 W. Mulberry Kaufman, Texas 75142	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or

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investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

26. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

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- expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

28. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

THE LOCAL GOVERNMENT

By: _____
Bruce Wood
County Judge
Kaufman County

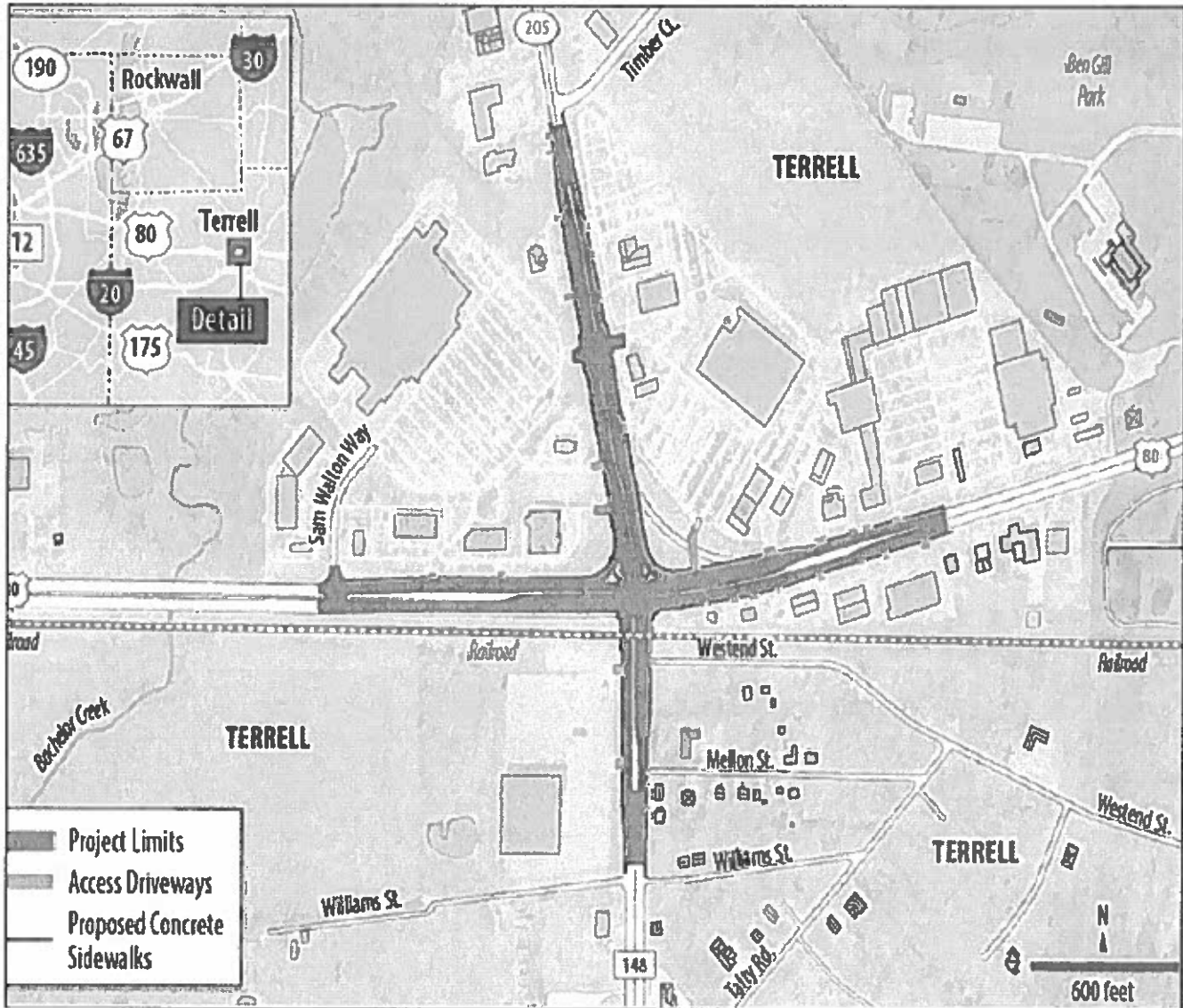
Date: _____

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

The Local Government will outsource and be responsible for 100% of the cost and overruns for the preparation of preliminary engineering (design schematic, and environmental documents/public involvement), plans, specifications and estimates (PS&E) for the intersection improvements on US 80 at SH 205/FM 148, in Kaufman County.

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental – (by Local)	\$55,225	0%	\$0	0%	\$0	100%	\$55,225
Engineering – (by Local)	\$820,000	0%	\$0	0%	\$0	100%	\$820,000
Subtotal	\$875,225		\$0		\$0		\$875,225
Direct State Cost – ENV (3%)	\$1,657	0%	\$0	100%	\$1,657	0%	\$0
Direct State Cost – PE (3%)	\$24,600	0%	\$0	100%	\$24,600	0%	\$0
Subtotal	\$26,257		\$0		\$26,257		\$0
Indirect State Cost @ 5.94%	\$51,988	0%	\$0	100%	\$51,988	0%	\$0
TOTAL	\$953,470		\$0		\$78,245		\$875,225

Estimated Total Project Cost = \$953,470

Estimated Total Local Government Participation = \$875,225

Estimated Total Payment due by the Local Government to the State upon full execution of this Agreement = \$0


This is an estimate only. The final amount of the Local Government participation will be based on actual costs.



INNOVATIVE TRANSPORTATION SOLUTIONS, INC.

2701 Valley View Lane ♦ Farmers Branch, Texas 75234-4924 ♦ (972) 484-2525 ♦ (972) 484-4545

MEMORANDUM

TO: Judge Bruce Wood
FROM: Claud P. Elsom III, P.E. 
DATE: December 17, 2018
RE: Discussion of ROW Advanced Funding Agreement between Kaufman County and TxDOT for the US 175 Project

Attached please find 3 copies of the Right-of-Way Advanced Funding Agreement with TxDOT for the US 175 project from FM 148 to CR 4106 in Kaufman County, CSJ: 0197-03-054. According to the terms of the agreement, Kaufman County will be responsible for a fixed cost contribution of ten percent of right-of-way acquisition and ten percent of reimbursable utility adjustments.

The county will contribute \$399,162.40 toward ROW acquisition and \$26,700.00 toward reimbursable utility adjustments, for a total fixed county contribution of \$425,862.40. The state will contribute \$3,832,761.60 for a total agreement cost of \$4,258,624.00.

Funding for this agreement is as follows:

\$425,862.40 to come from US 175 South Frontage Road, Auditor #128-5490-644-15.

Please submit the executed agreement to:

Texas Department of Transportation
ATTN: Mr. Jeremy Miller – ROW
4777 US Highway 80 East
Mesquite, TX 75150-6643

Please include the following in the agenda packet:

“Discussion/consideration of approval of the ROW Advanced Funding Agreement for the US 175 Project between Kaufman County and TxDOT in the amount of \$425,862.40.”

It is ITS’s recommendation that the Kaufman County Commissioners Court consider approval of this Agreement. Please take the necessary steps to place this on the court’s agenda for consideration. If you have any questions, please call me at (972) 484-2525.

Attachments

cc: Ms. Karen Badgley, Kaufman County Civil Attorney
Ms. Rebecca Lundberg, Kaufman County Civil Attorney
Ms. Karen Cooper MacLeod, Kaufman County Auditor
Mr. Jakie Allen, Commissioner Precinct 4

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ROW CSJ # 0197-03-065
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Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and Kaufman County, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. US 175 from FM 148 to CR 4106 in Crandall, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20____, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of

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the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State

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may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Bruce Wood, County Judge</u>	Director of Right of Way Division
<u>Kaufman County Courthouse</u>	Texas Department of Transportation
<u>100 W. Mulberry</u>	125 E. 11 th Street
<u>Kaufman, TX 75142</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

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13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

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19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By

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executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

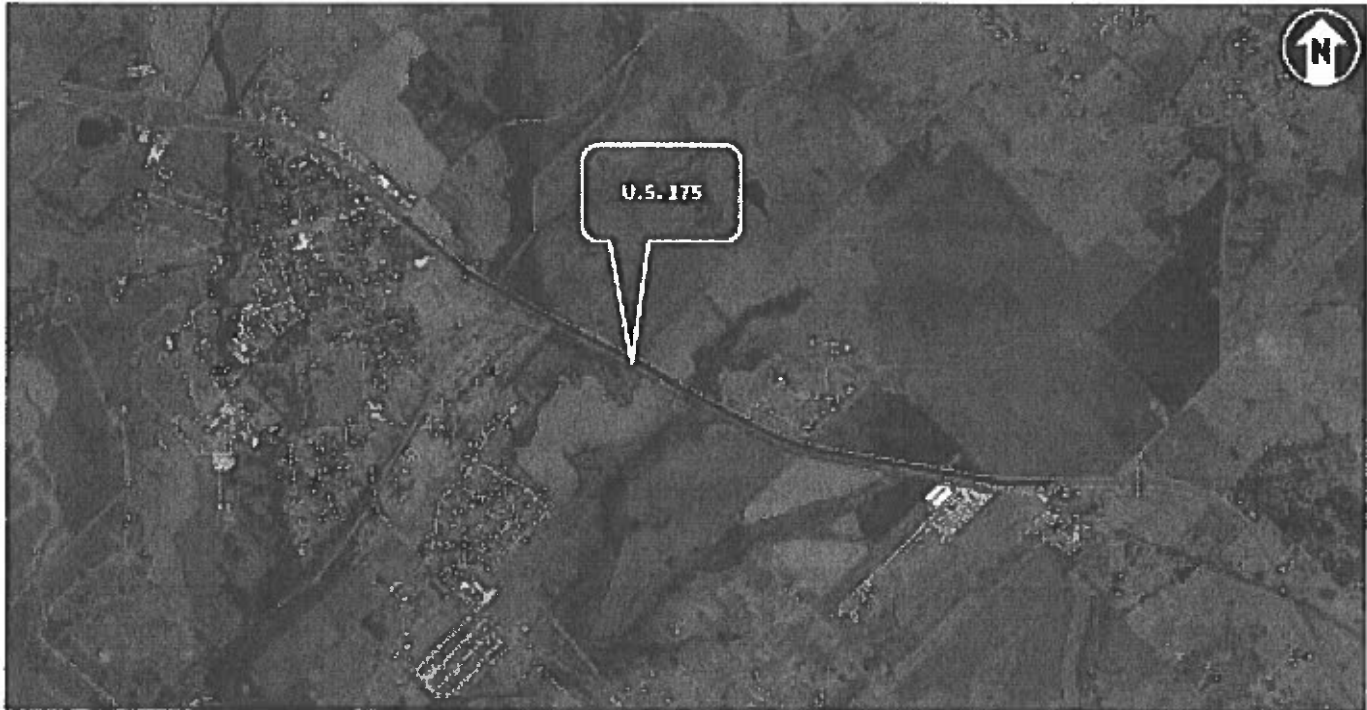
Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE



Texas Department of Transportation

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District	Dallas District
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**Standard Agreement to Contribute
State Performs Work
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$3,991,624.00	90.0%	\$3,592,461.60	10.0%	\$399,162.40	100.0%
Reimbursable Utility Adjustments	\$267,000.00	90.0%	\$240,300.00	10.0%	\$26,700.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$4,258,624.00		\$3,832,761.60		\$425,862.40	

Fixed Amount

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.