

FILED FOR RECORD  
KAUFMAN CO. TEXAS

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

2019 MAR -1 AM 11:16



LAURA A. HUGHES  
COUNTY CLERK  
BY: *L. Hughes*  
DEPUTY

Notice is hereby given that a workshop meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, March 6, 2019 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** accepting Commissioners' Court Meeting Minutes for February 13, 2019, February 21, 2019 and February 27, 2019.
  - B. **Discuss/consider** renewing membership with County Judges and Commissioners Association of Texas and paying annual dues.
  - C. **Discuss/Consider** approving Deputation of Laura Taylor for the Kaufman County Clerk's office.
3. **Discuss** the Amended Interlocal Agreement continuing Kaufman County's Participation in the Kaufman TIRZ #1 Program.
4. **Discuss** passing Resolution in support of preserving local control.
5. **To Discuss** online system to search/catalogue Kaufman County records.
6. **Nathan Collins; Discuss/Consider** approving title change of current open IT slot from Sr. Network Engineer to Sr. Field Engineer.
7. **Monique Hunter; Discuss/Consider** approving Final Plat for WWP, Elmo Addition located in Pct. 3.
8. **Constable Jones; Discuss/Consider** accepting Racial Profiling Report for Constable Pct. 4.
9. **Raylan Smith; Discuss/Consider** a three (3) year lease of one (1) New Caterpillar Model: 140M3 Motor Grader in the amount in the amount of \$117,685 from Holt Cat, utilizing Sourcewell Contract 032515-Member 44725 for Pct. 3.
10. **Raylan Smith; Discuss/Consider** permission to solicit RFQ 19-10: Consulting Engineering Services.
11. **Raylan Smith; Discuss/Consider** permission to solicit RFP 19-09: Waste Hauling for County-Wide Residential Clean-up.

12. **Raylan Smith; Discuss/Consider** Receipt, Transfer, and Disposal of County Owned Assets.
13. **Discuss/Consider** approving payroll and benefits.
14. **Discuss/Consider** line item transfers.
15. **Discuss/Consider** claims for payment.
16. **Adjourn Workshop 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:*

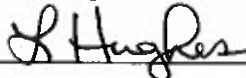
- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

Signed this the 1<sup>st</sup> day of March, 2019.

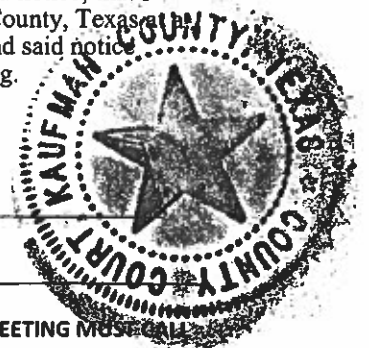
  
**Hal Richards, Kaufman County Judge**

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, in a place readily accessible to the general public at all times on the 1<sup>st</sup> day of March, 2019, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**Laura Hughes, County Clerk**

By: 

Deputy County Clerk



**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.**

OK

**COMMISSIONERS COURT  
REGULAR MEETING  
FEBRUARY 13, 2019**

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: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Ken Cates**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

**INVOCATION;  
PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;  
PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;  
REMARKS FROM VISITORS;**

**ROUTINE CORRESPONDENCE  
MOTION TO APPROVE CONSENT AGENDA**

2. There came on to be a motion to approve the Consent Agenda Item 2A with modifications.

2A. Approve Deputation for ~~James Massey, Travis Tucker and~~ Katelyn Moore as Deputy Sheriffs for Kaufman County Sheriff's Department.

Motion was made by County Judge Hal Richards and seconded by Commissioner Terry Barber.

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

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

2B. Approve re-appointment of Taylor Golden and John Loar for one-year terms and Terry Thomas, Fred Carter and Earnest Owens for two-year terms as Board Members for the Kaufman County Emergency Services District #2.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Skeet Phillips.

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

There came on to be a motion to approve the Consent Agenda, Items 2C and 2D.

2C. Accept Star Transit's January 2019 Demand and Response, Hwy 80 Loop #803 Ridership Reports, and Kaufman Trolley Ridership Reports.

2C. Accept Commissioners Court Minutes for January 28, 2019 and February 6, 2019.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt.

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

**MOTION TO APPROVE PURCHASE EXEMPTION**

3. There came on to be a motion to approve Purchasing Procedure exemption, as defined in Local Government Code §262, for Hewlett Packard Distributor - iPrint Technologies.

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

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

**MOTION TO APPROVE PURCHASE EXEMPTION**

4. There came on to be a motion to approve Purchasing Procedure exemption, as defined in Local Government Code §262, for vendor -The Railroad Yard.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Ken Cates.

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

**MOTION TO APPROVE PURCHASE**

5. There came on to be a motion to approve the purchase of 2019 Chevrolet Silverado Pickup, in the amount of \$31,700.38, from Teague Chevrolet Buick, Inc., for Road and Bridge Pct. 4.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt.

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

**MOTION TO APPROVE POLICY AMENDMENTS**

6. There came on to be a motion to approve amendments to the County Owned Assets | Policy & Procedure Manual as written.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Terry Barber.

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

**MOTION TO ACCEPT REPORT**

7. There came on to be a motion to accept amended 2018 Racial Profiling Report for Constable Precinct 2, with corrections made on Page 3, Item 3, as discussed by Sgt. Kitchens.

Motion was made by County Judge Hal Richards and seconded by Commissioner Terry Barber.

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

**REMARKS FROM VISITORS**

**MOTION TO TABLE AGREEMENT**

8. There came on to be a motion to table an Interlocal Agreement for Law Enforcement Patrol Services between Kaufman County (Precinct 2 Constable's Office) and Kaufman County Municipal Utility District No. 2, 3, and 4, for 2 weeks with further consultation with Human Resources, the Auditor and the District Attorney's office.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Terry Barber. Motion was put to a vote with Commissioner Ken Cates, Commissioner Terry Barber, Commissioner Mike Hunt and County Judge Hal Richards, voting 'aye' and Commissioner Skeet Phillips voting 'no'. Motion carried and is so ordered.

**MOTION TO APPROVE RESOLUTION**

9. There came on to be a motion to approve a Resolution authorizing the submission of the 2019/2020 Texas Community Development Block Grant Program Application, as written.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

10. There came on to be a motion to accept Development Service's End of Year Report.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

**DISCUSSION ON COMMISSIONER COURT MEETING DATES**

11. There came on to be a discussion on changing the regular Commissioners Court meetings to every Tuesday, in lieu of Wednesdays.

**MOTION TO APPROVE CHANGING COURT DATE**

12. There came on to be a motion to approve changing the regular Commissioners Court meeting for February 20 to February 21, via teleconference with Commissioners.

Motion was made by County Judge Hal Richards and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

13. There came on to be a motion to accept Auditor's Monthly Report for January 2019.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Skeet Phillips. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE LINE ITEM TRANSFERS**

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

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

15. There came on to be a motion to approve Claims for Payment for \$987,884.03.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

**MOTION TO APPROVE EXITING REGULAR MEETING**

**AND ENTERING INTO EXECUTIVE SESSION**

16. There came on to be a motion to approve exiting the Regular Meeting and entering into Executive Session (10:29 a.m.): Pursuant to Texas Government Code §551.087 Economic Development negotiations: The Commissioners Court will meet in closed session to discuss Project Eagle.

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

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

**EXECUTIVE SESSION**

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

**MOTION TO APPROVE EXITING EXECUTIVE SESSION**

**AND ENTERING INTO REGULAR MEETING**

18. There came on to be a motion to approve exiting the Executive Session and entering into Regular Meeting (11:32 a.m.).

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

**MOTION TO APPROVE AUTHORIZING JUDGE TO NEGOTIATE**

19. There came on to be a motion to authorize the County Judge Hal Richards to continue negotiating regarding Project Eagle

Motion was made by County Judge Hal Richards and seconded by Commissioner Skeet Phillips.

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

**MOTION TO ADJOURN**

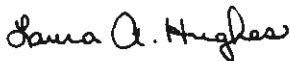
20. There came on to be a motion to adjourn.

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

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

**COMMISSIONERS COURT  
SPECIAL MEETING  
FEBRUARY 21, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Special Meeting at 10:30 A.M. in the Kaufman County Courthouse Annex, Commissioners Courtroom, Kaufman Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1 (via Skype); **Skeet Phillips**, Commissioner Precinct No. 2 (via Skype); **Terry Barber**, Commissioner Precinct No. 3 (via Skype); **Ken Cates**, Commissioner Precinct No. 4 (via Skype); **Laura Hughes**, County Clerk.

**ROUTINE CORRESPONDENCE**

**MOTION TO APPROVE AUTHORIZED REPRESENTATIVES**

2. There came on to be a motion to approve Chuck Mohnkern and Debbie Graham as Authorized Representatives for TexPool Participant Services.  
Motion was made by Commissioner Mike Hunt and seconded by Commissioner Skeet Phillips.  
Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE PAYROLL AND BENEFITS**

3. There came on to be a motion to approve Payroll and Benefits.  
Motion was made by County Judge Hal Richards and seconded by Commissioner Terry Barber.  
Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE LINE ITEM TRANSFERS**

4. There came on to be a motion to approve Line Item Transfers.  
Motion was made by County Judge Hal Richards and seconded by Commissioner Skeet Phillips.  
Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

5. There came on to be a motion to approve Claims for Payment for \$1,580,151.65.  
Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt.  
Motion was put to a vote. Motion carried and is so ordered.

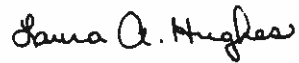
**MOTION TO ADJOURN**

20. There came on to be a motion to adjourn.  
Motion was made by Commissioner Terry Barber and seconded by Commissioner Skeet Phillips.  
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:

A handwritten signature in cursive script that reads "Laura A. Hughes".

Laura Hughes, County Clerk

**COMMISSIONERS COURT**  
**REGULAR MEETING**  
**FEBRUARY 27, 2019**

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: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Ken Cates**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

**INVOCATION:**

**PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;**

**PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;**

**REMARKS FROM VISITORS:**

**ROUTINE CORRESPONDENCE**

**MOTION TO APPROVE CONSENT AGENDA**

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

2A. Approve renewing the membership with North and East Texas County Judges and Commissioners Association and paying annual membership fees for 2019.

2B. Approve renewing the membership with Texas Association of Counties and paying annual membership dues for 2019.

2C. Approve Blanket Bond for the Treasurer's Office Deputies.

2D. Approve Deputation for Jessica Hunt as a Reserve Deputy for the Constable Pct. 2.

2E. Approve a Resolution to increase the jurisdiction of Kaufman County Court at Law No.2 in civil cases to that equal to the jurisdiction of the Kaufman County District Courts.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

**MOTION TO APPROVE AMENDED PURCHASE AUTHORITY**

3. There came on to be a motion to approve amending the November 21, 2018 purchasing authority for ten (10) 2019 Police Interceptors for Kaufman County Sheriff's Department, in the amount of \$392,990.00, utilizing BuyBoard Contract #521-16 and #524-17.

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

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

**MOTION TO APPROVE PURCHASE**

2. There came on to be a motion to approve the purchase of 2011 GRADALL XL3100 III, in the amount of \$169,250.00, from Kirby-Smith Machinery, Inc., utilizing BuyBoard Contract #515-16 for Road and Bridge Pct. 4.

Motion was made by Commissioner Ken Cates and seconded by Commissioner Terry Barber.

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

**MOTION TO APPROVE RESOLUTION FOR GRANT APPLICATION**

6. There came on to be a motion to approve a Resolution for Kaufman County District Attorney's office to apply for Grant funding through the Office of the Governor for a Family Violence Prosecutor.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

**NO ACTION TAKEN ON ITEM 7**

~~7. There came on to be a motion to approve a Resolution for Kaufman County District Attorney's office to apply for Grant funding through the Criminal Justice Division of the Office of the Governor for a Mental Health Coordinator to be operated for the 2019/2020 year.~~

**MOTION TO APPROVE APPOINTMENTS**

5. There came on to be a motion to approve appointment of Commissioners and a Chairman to the Kaufman County Historical Commission. Appointments include: Mike Hunt, Walter Smith, Patricia Raymond, Kendall Milton, Jim Davis (Chairman), Charles Whitaker, Ronnie Oldfield, Fred Carter, Carl Smith, Kari Rough, Denise Bell, Bruce DeBrow, Jeff Baska, Sylvia Cates, Jody Deller, and Beverly Curtis.

Motion was made by County Judge Hal Richards and seconded by Commissioner Mike Hunt.

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

**REMARKS FROM VISITORS**

**MOTION TO APPROVE AGREEMENT**

9. There came on to be a motion to approve an Interlocal Agreement for Law Enforcement Patrol Services between Kaufman County (Constable Pct. 2) and Kaufman County Municipal Utility District No. 2, 3, and 4.

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

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

**MOTION TO APPROVE FULL TIME POSITION**

8. There came on to be a motion to approve changing Deputy Jeff Hubbard position from Reserve Deputy to full-time Deputy, with position funds coming 75% from Devonshire Patrol Contract and 25% from Windmill Farm Patrol Contract.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Ken Cates.

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

**MOTION TO ACCEPT REPORT**

10. There came on to be a motion to accept the 2018 Racial Profiling Report for Constable Pct. 2. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

11. There came on to be a motion to accept the 2018 Racial Profiling Report for Constable Pct. 3. Motion was made by Commissioner Terry Barber and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

13. There came on to be a motion to accept the 2018 Racial Profiling Report for Kaufman County Sheriff's Department. Motion was made by Commissioner Mike Hunt and seconded by Commissioner Skeet Phillips. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

14. There came on to be a motion to accept the Kaufman County Sheriff's Department Monthly Report for January 2019. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Barber. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

15. There came on to be a motion to accept the 2018 Racial Profiling Report for Fire Marshal's Office. Motion was made by Commissioner Ken Cates and seconded by Commissioner Mike Hunt. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

16. There came on to be a motion to accept the Fire Marshal's Monthly Report for January 2019. Motion was made by Commissioner Terry Barber 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 Treasurer's Monthly Report for January 2019. Motion was made by Commissioner Terry Barber and seconded by Commissioner Skeet Phillips. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CONTRACT**

18. There came on to be a motion to approve an Interlocal Contract between the Department of Information Resources (DIR) and Kaufman County, relating to the use of the DIR Shared Services Master Service Agreements. Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Ken Cates. Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO ACCEPT REPORT**

19. There came on to be a motion to accept Tax Assessor-Collector's Monthly Report for January 2019.

Motion was made by Commissioner Terry Barber and seconded by Commissioner Ken Cates.

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

**MOTION TO TABLE REPORT**

12. There came on to be a motion to table the 2018 Racial Profiling Report for Constable Pct. 4.

Motion was made by County Judge Hal Richards and seconded by Commissioner Skeet Phillips.

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

**MOTION TO APPROVE LINE ITEM TRANSFERS**

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

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

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

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

21. There came on to be a motion to approve Claims for Payment for \$744,069.32.

Motion was made by Commissioner Mike Hunt and seconded by Commissioner Ken Cates.

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

**MOTION TO ADJOURN**

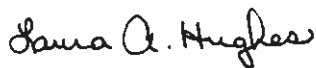
22. There came on to be a motion to adjourn.

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

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

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

County Judges and Commissioners Association of Texas  
402 West 12<sup>th</sup> Street  
Austin, Texas 78701

1162

## INVOICE ANNUAL COUNTY DUES

Taxpayer I.D. # 74-2611550

Honorable Hal Richards  
Kaufman County Judge  
100 W. Mulberry Street  
Kaufman, Texas 75142-2049

January 28, 2019

YEAR	COUNTY	ASSESSED DUES FOR CALENDAR YEAR	PAST DUE	TOTAL AMOUNT DUE
2019	Kaufman County	\$2500.00	None	\$2500.00

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2010 census. As directed by the Executive Board, the dues for 2019 have remained unchanged from 2018.

The dues paid by the counties are utilized in the following ways:

Legislative: Jim Allison, General Counsel, monitors the legislative session, all called special sessions, and interim hearings. The State Officers supervise and assist in the support of our legislative program.

Consultation: Jim and his legal staff are available for internet list serve, telephone, and email consultation for important problems in your county. Phone numbers: (512) 482-0701, (800) 733-0699; Email address: [j.allison@allison-bass.com](mailto:j.allison@allison-bass.com)

Education: The State Association Education Committee monitors and certifies the Continuing Education Program for County Commissioners. Our educational programs are a vital part of our organization, and we need to maintain their excellence. The State Association maintains a transcript and issues a Certificate of Completion to all commissioners who complete the required 16 hours of continuing education.

County Progress Magazine provides informative monthly articles of special interest to us. Your dues include an annual subscription for each member of the Commissioners Court. By your support, we will be able to continue these services for each of you.

Please make check payable to:  
County Judges and Commissioners Association of Texas  
Mail to:  
County Judges and Commissioners Association of Texas  
402 West 12<sup>th</sup> Street  
Austin, Texas 78701

If you have questions, please call:

Robert D. Johnston, President  
County Judges and Commissioners Association of Texas  
(903) 723-7406

## DEPUTATION

THE STATE OF TEXAS

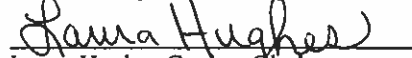
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COUNTY OF KAUFMAN

§

I, Laura Hughes, County Clerk of the County of Kaufman and State of Texas, having full confidence in Laura Taylor of said County and State, do hereby with the consent of the Commissioner's Court of Kaufman County, Texas duly entered herein, nominate and appoint the said Laura Taylor; my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said County Clerk of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 21<sup>st</sup> day of February, 2019

  
Laura Hughes County Clerk  
Kaufman County, Texas

THE STATE OF TEXAS

§

COUNTY OF KAUFMAN

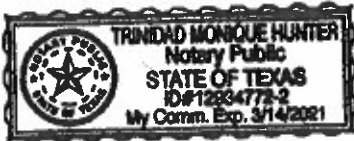
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Before me, Trinidad Monique Hunter, Notary Public in and for Kaufman County, Texas, on this day personally appeared Laura Hughes known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Kaufman, Texas

This 21<sup>st</sup> day of February, 2019

  
Trinidad Monique Hunter, Notary Public



## STATEMENT AND OATH OF OFFICE

"I, Laura Taylor, do solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof; and I furthermore solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy Clerk and for Kaufman County of the State of Texas, and will to the best of my ability to preserve, protect, and defend the Constitution and laws of the United States and of this State. So help me God.

Signed



Sworn to and subscribed before me, this 21<sup>st</sup> day of February, 2019

  
Judge



## **AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS**

**COUNTY OF KAUFMAN**

**THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT** ("Agreement") is made by and between the **CITY OF KAUFMAN, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas situated in Kaufman County, acting by and through its governing body, the City Council; and **KAUFMAN COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Kaufman County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF KAUFMAN, TEXAS** (THE "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code and amends and restates the Interlocal Agreement between the City, the County, and the Zone dated January 25, 2016, as amended and restated by the Amended Interlocal Agreement between the City, the County, and the Zone dated December 12, 2016. This Amended and Restated Interlocal Agreement supersedes all prior written agreements of the parties.

The City, the County and the Zone hereby agree to the following terms and conditions of this agreement.

### **I. DEFINITIONS**

As used in this agreement, the following terms shall have the meaning set out below:

**"Agreement"** means this Amended Interlocal Agreement between the City, the County and the Zone.

**"Captured Appraised Value"** means the captured appraised value of the Zone, as defined by Chapter 311.012 (b), Texas Tax Code.



**"City"** means the City of Kaufman, Texas, and its successors and assigns.

**"County"** means Kaufman County, Texas, and its successors and assigns.

**"County Tax Increment Participation"** means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of the Agreement.

**"Debt Service Tax Rate"** means that portion of the tax rate that is levied for payment of debt service.

**"Finance Plan"** means the amended reinvestment zone financing plan for the Zone, a true and correct copy of which is attached to the Agreement as Exhibit "3", and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City and the Commissioners Court of the County.

**"Project"** means the acquisition and development and/or redevelopment of the area described in the amended Project Plan.

**"Project Plan"** means the amended Project Plan for the Zone, a true and correct copy of which is attached to the Agreement as Exhibit "2", and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City and the Commissioners Court of the County.

**"Road & Bridge Tax Rate"** means the tax rate the County levies under Article VIII, Sec. 1a and Article VIII, Sec. 9, Texas Constitution.

**"Tax Increment Fund"** means that fund created by the City pursuant to Section 311.014 of the Act and Section 7 of City Ordinance No. 2355, which will be maintained by the City as a separate and individual interest-bearing account into which all revenues of the Zone will be deposited, including (i) deposits of tax increment by the City and by other taxing units with jurisdiction over real property in the Zone, including the County, and (ii) all accrued interest earned on the cash balance of the fund.

**"Zone"** means Reinvestment Zone Number One, City of Kaufman, Texas, created by the City on December 28, 2015, by Ordinance No. 27-15, amended by the City on December 20, 2016, by Ordinance No. O-27-16, and subsequently amended again by the City on November 26, 2018, by Ordinance No. 31-18, a true and correct copy of said amended ordinance is attached to the Agreement as Exhibit "1", and its successors and assigns.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

## II. BACKGROUND

On December 28, 2015, the City created the Zone by adoption of City Ordinance No. 27-15, for the purposes of development and/or redevelopment of the property within the Zone pursuant to the Project Plan. The City amended the Zone by adoption of City Ordinance O-27-16 on December 20, 2016. The City further amended the Zone by adoption of City Ordinance O-31-18 on November 26, 2018 which extended the term of the Zone. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund based on a contribution of seventy-five percent (75%) of its tax rate (not including the Debt Service Tax Rate) on real property for a maximum term of thirty-five (35) years.

The County desires to participate in the Zone in consideration for the agreements set forth below. The parties now desire to enter into an Amended Interlocal Agreement pursuant to Section 311.013(f) of the Texas Tax Code.

## III. OBLIGATIONS OF COUNTY

### A. Tax Increment Participation

For and in consideration of the agreement of the parties set forth herein, and subject to the remaining subsections of this section, the participation of the County shall be for a maximum term of thirty-five (35) years that initially began on January 1, 2016 and ending on December 31, 2050. During such period of this agreement, the County agrees to participate in the Zone by contributing fifty percent (50%) of its tax rate (not including the Road & Bridge Tax Rate or Debt Service Tax Rate) on real

property on the tax increment attributed to the Captured Appraised Value in the Zone attributable to the County; provided, however, any County Roll Back Taxes shall not be paid into the TIF Fund and shall remain with the County. In no event shall the County contribution to the TIF Fund exceed \$28,808,562. Upon reaching the total contribution of \$28,808,562 or the expiration of the term, the participation of the County in this agreement shall terminate unless the County by official action of the Commissioners' Court agrees in writing to extend this agreement.

**B. County Tax Increment Limitation**

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value, not including taxes collected resulting from the Road & Bridge Tax Rate or the Debt Service Tax Rate. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as the County collects taxes representing the County Tax Increment Participation, and payment shall be due on the first day of each calendar month when any eligible taxes from the Zone are collected. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment Participation shall be paid to the Tax Increment Fund less any collection fees. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

**C. Expansion of the Zone**

The Obligation of the County to participate in the Zone is limited to the area described in the Amended Project Plan and Finance Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone or on any other project(s) added to the Zone which would increase the Project Plan total above \$82.7 million unless the County specifically agrees

in writing to participate in the additional area or in the additional project(s).

D. Board of Directors

Notwithstanding anything to the contrary in the City's ordinance creating the Zone, pursuant to the provisions of Sections 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the Zone. The size of the TIF Board as specified in the City's ordinance creating the Zone shall not be changed or increased unless the County specifically agrees to the change. The County may also appoint and maintain one non-voting ex-officio member on the Board of Directors of the Zone as the County may desire.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Amendment of Ordinance

The Ordinance creating the Zone designates the boundaries, the eligible real properties for the calculation of tax increment for the Zone and the specific participation level of the City. All amendments to the Ordinance shall be approved by the Board of Directors of the Zone prior to approval by the City Council. If the City Council approves an amendment to the Ordinance different from the amendment approved by the Board of Directors of the Zone, the County shall suspend payment into the Tax Increment Fund as described in Section 3 until the amendment is approved by the governing body of the County.

B. Project Plan and Finance Plan

The Commissioners Court may review and comment upon any amendment to the Project Plan and Finance Plan prior to its approval by the City Council. The City agrees to provide the County with any proposed amendments to the Project Plan and Finance Plan at least fourteen (14) day prior to their submission to the City Council for approval. No amendment to the Project Plan or the Finance Plan shall be effective until it is approved by the Commissioners Court of the County.

C. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation paid by the county into the Tax Increment Fund.

Furthermore, if the projects to be undertaken pursuant to the Project Plan are not undertaken, are discontinued, or are terminated, all monies remaining in the Tax Increment Fund after satisfaction of lawful claims, shall be paid to the participating taxing entities in proportion to their respective share of the total amount of tax increments derived from taxable real property in the Zone that were deposited in the Tax Increment Fund during the Fund's existence. In no event shall payment of monies to the participating taxing units exceed ninety (90) days from the date of termination.

#### D. Audits

In the event the City creates a redevelopment authority in connection with the Zone, the City shall provide to the County a copy of each of the audits required by the agreement between the City, the Zone and any such redevelopment authority within thirty (30) days of receipt of each audit.

On or before the 90th day following the end of the fiscal year of the City, the governing body of the City of Kaufman shall submit to the Kaufman County Judge, other taxing jurisdictions and the State of Texas Comptroller, a report of the status of the Zone. The contents of the report must contain all information required under section 311.016 of the Texas Tax Code.

#### E. Deposit of Penalties Received By City

As an inducement to have the County participate in this Agreement, the City agrees that any penalty and interest received by the City on any delinquent taxes attributable to the City's tax increment participation in the Zone shall be paid to the Tax Increment Fund less any collection fees.

### V. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS

This Agreement is based on the following conditions, and the City agrees and acknowledges the County's right to enforce the conditions contained herein by injunction or any other lawful means in the

even one or more of such conditions are not satisfied, to wit:

A. The tax increment deposited into the Tax Increment Fund by the County shall be used to pay project costs for infrastructure improvements or other public improvements as set forth and identified in the attached Project Plan and Finance Plan, and shall not include any costs for administration, overhead, or management of the Zone, or costs for municipal or educational facilities.

B. If the Plans are amended, the tax increment deposited into the Tax Increment Fund by the County may not be used for any infrastructure improvements or other public improvements not addressed by the Plans unless the amended Plans are approved by the governing body of the County as an amendment to this Agreement.

C. As defined, the Zone shall include real properties located within the boundaries as described in Amended Ordinance No. O-27-16. If the Zone is expanded, the tax increment deposited into the Tax Increment Fund by the County may not be used for any infrastructure improvements or other public improvements in any portion of the expanded area of the Zone unless approved by the governing body of the County as an amendment to this Agreement.

## VI. TERM AND TERMINATION

### A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of the Agreement shall commence with the tax year beginning on January 1, 2016. This Agreement shall terminate on December 31, 2050, unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the Kaufman County Commissioners Court to extend the term of the Agreement. Upon termination of the Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

### B. Early Termination

The Zone may terminate pursuant to the provisions of Section 311.017 of the Texas Tax Code.

## VII. MISCELLANEOUS

### A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's, or any other parties', contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as many otherwise be provided for this Agreement.

### B. Entire Agreement

This Agreement supersedes all prior written agreements of the parties, including without limitation the Interlocal Agreement between the City, the County, and the Zone dated January 25, 2016, as amended and restated by the Amended Interlocal Agreement between the City, the County, and the Zone dated December 12, 2016, merges the prior negotiations and understanding of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

### C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

### D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal

Service post office or receptacle with proper postage affixed (certified mail, returned receipt requested) addressed to the respective other party at the address set out below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

**City of Kaufman**

City Manager  
City of Kaufman  
209 S. Washington  
Kaufman, TX 75142

**Zone**

Reinvestment Zone No. 1  
C/O Board Chairman  
City of Kaufman  
209 S. Washington  
Kaufman, TX 75142

**Kaufman County**

Kaufman County Judge  
Kaufman County Courthouse  
100 West Mulberry  
Kaufman, TX 75142

**E. Non-Waiver**

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

**F. Assignment**

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

**G. Successors**

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.



H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of this execution of the Agreement and performance of the covenants contained herein.

IN WITNESS HEREOF, the City, the County and the Zone have made and executed the Agreement in multiple copies, each of which is an original on the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF KAUFMAN, TEXAS**

**KAUFMAN COUNTY, TEXAS**

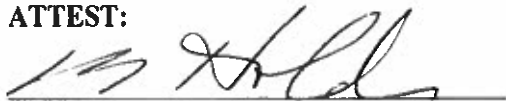


Jeff Jordan, Mayor



Bruce Wood, County Judge

**ATTEST:**



Mike Holder, Assistant City Manager

**ATTEST:**



Laura Hughes, County Clerk

**REINVESTMENT ZONE NUMBER ONE,**

**CITY OF KAUFMAN, TEXAS**

By: 

Name: JEFF JORDAN  
Title: Chairman, Board of Directors



**COUNTY ENGINEERING SERVICES**

601 E Nash St. Terrell TX 75160

Precinct 3 Commissioner Terry Barber  
(972) 563-5362

February 6, 2019

BG&A Land Surveying, Inc.  
Attention: Brian Gallia, RPLS  
9011 SH 34, Suite C  
Quinlan, Texas 75474

Re: WWP – Elmo Addition – Final Plat

Mr. Gallia,

As the County's review engineer, Cobb, Fendley & Associates, Inc. (CobbFendley) has reviewed the following plans for compliance with Kaufman County and TCEQ requirements.

Development: WWP – Elmo Addition  
Plan Review: 2<sup>nd</sup> Submittal

Plan Received: February 5, 2019  
Plan Date: November 7, 2018

The County staff and review engineer have endeavored to review the Final Plat for compliance with the governing authorities. This review does not relieve the design engineer, developer, and / or contractor from meeting all Kaufman County, TXDOT, TCEQ, TDLR, and other state and federal requirements that apply to this project that may or may not have been identified through this review. CobbFendley recommends the County grant approval for the proposed Final Plat with this understanding.

**This Final Plat is approved to be placed on the Commissioners Court Agenda at this time.**

If you have any questions, feel free to call at 972-335-3214.

Sincerely,  
COBB, FENDLEY & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jenny Prazak".

Jenny Prazak, P.E.  
Municipal Infrastructure

The logo for CobbFendley, featuring a stylized grid icon to the left of the company name "CobbFendley".

Cc: Terry Barber, Commissioner, Kaufman County Precinct 3  
Kaufman County District Attorney's Office, Civil Division  
Kaufman County Clerk's Office  
Kaufman County Development Services



**KAUFMAN COUNTY, TEXAS**  
***Development Services***

2-11-1

To Approving Authority,

I, Geoffrey Barahona, as the floodplain administrator I have concluded that WWP-Elmo Addition does not sit in a flood zone of concern since it is in a Zone X. There is no danger in creating this development, and is in compliance with the regulations put forth by the county.

Geoffrey Barahona

Kaufman County

Floodplain Administrator




## *KAUFMAN COUNTY, TEXAS*


### *Development Services Department*

To whom it may Concern:

The Public Works Department has gone over this Plat and the Lot sizes are big enough and in compliance with Kaufman County Ordinance for any OSSF placed on or at the WWP- Elmo Addition.

Thanks,

  
Wayne McKenzie  
Kaufman County DR  
#OS31622

  
Jerry Martin  
Kaufman County DR  
#OS34064



**KAUFMAN COUNTY**  
KAUFMAN, TEXAS 75142  
KAUFMAN COUNTY HISTORICAL COMMISSION

February 4, 2019

Reference: Tract of Land as Described

For: WWP, LLC

**REFERENCE:**

Property described on the attached Exhibit "A"

I certify that this land/property has no historical significance,

Thank you,

*Pam Corder*

Pam Corder  
Kaufman County Historical Commission  
3003 S. Washington Street  
Kaufman, TX 75142

GF KCT 2200900

## WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KAUFMAN

THAT, **EMILIO CARRILLO ANDRADE** and **LIDUVINA CARRILLO ZUBIA**, hereinafter called GRANTORS, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to the said GRANTORS paid by **WWP, LLC.**, whose mailing address is P. O. Box 2808, Forney, Texas 75126, hereinafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged; and confessed, and for which no lien, either expressed or implied, is retained, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell and Convey, unto the said GRANTEE, all of the following described property:

SEE LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

This conveyance is subject to all existing building and use restrictions, easements and rights-of-way of record, visible or apparent, if any, and reservations of oil, gas and other mineral interests, if any.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs (successors) and assigns forever.

GRANTORS hereby bind themselves, their heirs, executors and administrators (successors) and assigns, to Warrant and Forever Defend all and singular the said premises unto the said GRANTEE and to the heirs (successors) and assigns of the said GRANTEE against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Whenever used the singular shall include the plural, the plural the singular, the use of any gender shall include all genders. The words "GRANTOR(S)" and "GRANTEE(S)" shall include their heirs, executors, administrators, successors and assigns.

DATED this 30 day of May, 2018

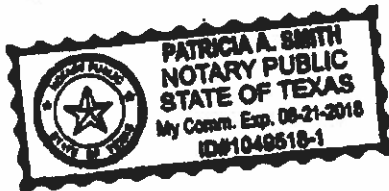
Emilio Carrillo Andrade  
EMILIO CARRILLO ANDRADE

Liduvina Carrillo Zubia  
LIDUVINA CARRILLO ZUBIA

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the 30 day of May, 2018 by Emilio Carrillo Andrade.



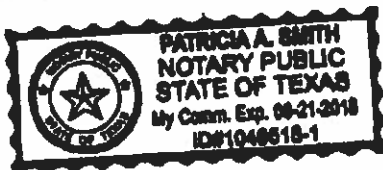
Patricia A. Smith  
Notary Public, State of TEXAS

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the 30 day of May, 2018 by Liduvina Carrillo Zubia.



Patricia A. Smith  
Notary Public, State of TEXAS

My Commission Expires: \_\_\_\_\_

**EXHIBIT 'A'**

File No.: KCT-2200900 (PS)  
Property: 10476 Co. Rd. 313, Terrell, TX 75160

**BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND IN THE J. VONDERHOYA SURVEY, A-560, KAUFMAN COUNTY, TEXAS, AND BEING ALL THAT CALLED 22.5 ACRE TRACT AS CONVEYED FROM WILLIAM LEWIS TO PHILIP BRIN, AS RECORDED IN VOLUME 98, PAGE 328, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE WEST CORNER OF SAID TRACT, SAID POINT BEING IN THE CENTERLINE OF COUNTY ROAD NO. 313, A 1" ANGLE IRON FOUND FOR WITNESS BEARS N45° 00' 00" E, 21.22 FEET;**

**THENCE N45° 00' 00" E, ALONG THE NORTHWEST LINE OF SAID TRACT, A DISTANCE OF 838.90 FEET TO A ½" IRON ROD SET FOR CORNER;**

**THENCE S43° 59' 20" E, ALONG THE NORTHEAST LINE OF SAID TRACT, A DISTANCE OF 1116.95 FEET TO A ½" IRON ROD SET FOR CORNER.**

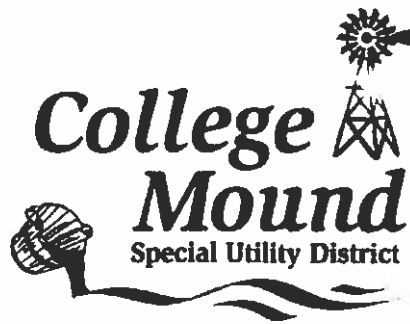
**THENCE S47° 21' 44" W, ALONG THE SOUTHEAST LINE OF SAID TRACT, A DISTANCE OF 919.96 FEET TO A POINT IN THE CENTERLINE OF COUNTY ROAD NO. 313, A ½" IRON ROD SET FOR WITNESS BEARS N47° 21' 44" E, 24.00 FEET;**

**THENCE N39° 42' 19" W, ALONG THE CENTERLINE OF SAID COUNTY ROAD, A DISTANCE OF 1083.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.180 ACRES OF LAND.**

**Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.**

**A.P.N. 15226**





January 3, 2019

John Williams  
WWP, LLC  
Via email: [jonathan@wwphomes.com](mailto:jonathan@wwphomes.com)

Re: water service to 10476 CR 313

Pursuant to our conversation today regarding the availability of water service to the above named property. College Mound SUD has water available for this property. Developer will be required to complete and follow our Developers' Steps contained in our District Rate Order.

Sincerely,

*Shirley Thompson*

Shirley Blakely Thompson  
General Manager

# STATEWIDE SURVEYING SERVICES REGISTERED PROFESSIONAL LAND SURVEYOR

GREG SJERVEN, R.P.L.S.  
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

[www.statewidesurveyingservice.com](http://www.statewidesurveyingservice.com)

METRO PHONE: (972) 962-6481

METRO FAX: (972) 962-6480

January 28, 2019

Commissioner's Court  
Kaufman County Courthouse  
Kaufman, Texas 75142

The **Final Plat of WWP-Elmo Addition** was checked and approved\* by the County Surveyor of Kaufman County, Texas on this the 28th day of January, 2019



\_\_\_\_\_  
Greg Sjerven, Registered Professional Surveyor No. 5244  
County Surveyor of Kaufman County, Texas

Owner/Developer: WWP, LLC. (Jonathan Williams)  
P.O. Box 2808  
Forney, Texas 75126  
214-708-0995

Surveyor: Brian Gallia & Associates  
BG&A Land Surveying, Inc.  
9011 SH 34 S., Suite C  
Quinlan, Texas 75474  
903-447-0658

\*This plat approved in accordance with the current subdivision regulations dated June 5, 2006.

Received 1-8-19



# Kaufman County

## SUBDIVISION PLAT APPLICATION & FEE SCHEDULE



- ☐ **Concept Plan** - Described in S/D Regulations must be submitted to affected Commissioner prior to any Plat Application  
At this time fees are not required in filing a Concept plan & A Concept plan is not required on single phase subdivisions.

**A. Fees:**

<input type="checkbox"/> Preliminary Plat	\$ 400.00	5 Copies Required plus copy of Paid Fees Receipt
<input type="checkbox"/> Each Additional Review	\$ 150.00	
<input type="checkbox"/> Construction Plan Review	\$ 950.00	2 Copy-Must be submitted with Final Plat
<input type="checkbox"/> Each Additional Review	\$ 400.00	
<input checked="" type="checkbox"/> Final Plat	\$ 600.00	3 Black Copies & 1 Mylar + Tax Certificate Required
<input type="checkbox"/> Fees per lot	\$25.00 X _____	Lots = \$ _____
<input type="checkbox"/> Each Additional Review	\$ 150.00	
<input type="checkbox"/> Initial Inspection	\$ 750.00	+ \$0.25/LF of Roadway \$0.25 x _____ LF = \$ _____
<input type="checkbox"/> Each Additional Inspection	\$ 750.00	Add LF Amt Above to Total Paid
<input type="checkbox"/> Plat Recording Fee	\$ 61.00	Per Plat page
<input type="checkbox"/> Tax Certificate Recording Fee	\$ 26.00	Per Certificate

**Total Paid:** \$ \_\_\_\_\_ ← Total Paid must include LF if used

**B. DESCRIPTION OF PROPERTY** LOCATED IN COMMISSIONER PCT. 3

Sub Division Name: WWP-ELMO ADDITION

Total No of Acres: 22 Total No of Lots: 6

Minimum Lot Size: 3.20 ACRES Average Lot Size: 3.60 ACRES

Road Name + Length: \_\_\_\_\_ Road Name + Length: \_\_\_\_\_

Road Name + Length: \_\_\_\_\_ Road Name + Length: \_\_\_\_\_

Type of Road: ☐ Portland Cement ☐ Hot Mix Asphaltic In City ETJ? ☐ Yes ☒ No

Property Location: \_\_\_\_\_ City Approval Included? ☐ Yes ☒ No

All Approval Letters must be received by the Kaufman County Clerk's Office  
prior to setting Agenda Request for Preliminary Plat Approval

**C. APPLICANTS** - Please check box below to indicate preferred Contact/Representative

**1. Property Owner Information**

☒ JONATHAN WILLIAMS  
Name  
P.O. Box 2808  
Address  
FORNEY, TX 75126  
City/State  
214-708-0995  
Phone

**3. Surveyor Information**

☒ BETA LAND SURVEYING  
Name  
9011 TX-34 STE C  
Address  
QUINLAN, TX 75474  
City/State  
903-447-0658  
Phone

**2. Construction Engineer Information**

☐ \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/State  
\_\_\_\_\_  
Phone

**4. Application Submitted By:**

☒ Owner/Developer ☐ Const Engineer ☐ Surveyor

JONATHAN WILLIAMS  
Signature  
1/8/19  
Printed Name  
\_\_\_\_\_  
Date Submitted

One copy of the applicable items listed above along with a copy of this paid application will be submitted to  
CobbFendley Attn: Ted Sugg, P.E. • 2801 Network Blvd Suite 800, Frisco, Texas 75034  
Phone: Office 972.335.3214 / Fax 972.335.3202 <http://cobbhendley.com/>



## FINAL PLAT CHECKLIST KAUFMAN COUNTY

PROVIDE COMPLETED CHECKLIST SIGNED BY PREPARER WITH SUBMITTAL

\*This checklist is not all-inclusive of all County ordinances and standards.

Indicate compliance with a check, or non-applicability with a N/A designation. Articles referenced are found in the Kaufman County Subdivision and Land Development Rules and Regulations, dated June 5, 2006.

### GENERAL

- N/A ☐ A Preliminary Plat has been submitted to and approved by Kaufman County Commissioner's Court within one year prior to submittal of this Final Plat.
- ☒ A copy of the Final Plat has also been submitted for review to the County Surveyor
- ☒ Final Plats shall be drawn on a 18"x22" translucent mylar sheet at a scale no smaller than 1"=200' and include:
- ☒ Title block located in lower right corner with subdivision name, Plat type (i.e. Preliminary Plat), block and lot numbers, survey name and abstract number, number of acres, preparation date, city, county, and state
  - ☒ The name, address, and telephone number of the owner, developer, surveyor, and/or engineer
  - ☒ Legend, if abbreviations or symbols are used
  - ☒ North arrow and graphic scale
  - ☒ Location/vicinity map showing the location of the proposed Subdivision within the county with a north arrow and scale of the vicinity map

### DESIGN STANDARDS

#### Lot Sizes and Setbacks

- ☒ Lots meet Lot size, density, setback, frontage, and driveway spacing requirements per Article 6
- ☒ Lots being platted are not "Flag Lots," nor do the lots being platted leave the remainder a "Flag Lot"

#### Utility & Drainage, Easements

- ☒ Utility & Drainage Easements meet all requirements per Articles 6.3.6, 6.3.7, & 6.4
- ☒ On-Site sewage facilities meet requirements per Article 10

#### Roads/Street Specifications

- ☒ Surveyor must research Local Thoroughfare and Regional Transportation Plans and address right of way issues relating to "proposed" roads. ROW & design standards meet requirements per Articles 6.2
- ☒ Existing roads - ROW dedication provided per 6.2.6
- ☒ A statement acknowledging thoroughfare/transportation locations in respect to proposed development must be on the Final Plat along with accommodations for plans

#### Manufactured Housing Rental Communities

- N/A ☐ Design meets all requirements per Article 9

### FINAL PLAT INFORMATION - SHOWN ON PLAT

- N/A ☐ Final Plat shall include all information required on previously submitted Preliminary Plat
- N/A ☐ A written list of any and all changes made to the Final Plat that differ from the Preliminary Plat
- N/A ☐ The following statements shall be noted/contained on the face of the Final Plat: text from Articles 4.3.8 & 4.3.9
- N/A ☐ The name(s) of the proposed street(s)
- ☒ Sufficient data to reproduce on the ground, the bearing and length of all streets, blocks, lots, and easements. Curves on streets, blocks, and easements shall include the radius, length, and the central angle of the curve. Curves on lots shall show the radius and length of the curve.
- ☒ The accurate location of adjacent Subdivision streets, blocks, lots, and easements, or the property owner, if the adjacent land is undeveloped
- ☒ The size of each lot in square feet and in acres
- ☒ The number of all lots and blocks arranged in a systematic order and clearly shown on the plat in distinct and legible figures
- ☒ The 100-year floodplain as identified on the most current Kaufman County Flood Insurance Rate Map (FIRM) published by the Federal Emergency Management Agency (FEMA)
- ☒ A legal description of the property located with respect to an original corner of the original survey of which it is a part, and the number of acres being subdivided. All blocks, corners, and angles shall be marked in accordance with minimum standards set forth by the Texas Board of Professional Land Surveyors. All corners shall be marked with caps stamped with the surveyor and/or company name.
- ☒ A dedication, by the Developer, of all streets, roadways, alleys, utility easements, parks, conservation easements, and other land intended for public use, and the Developer's certification that all parties with any interest in the title to the subject property have joined in such dedication, duly executed, acknowledged and sworn to by said Developer before a Notary Public.
- N/A ☐ The Final Plat must clearly indicate which roads, streets, or drives contained within the Subdivision are privately owned and by whom. The owner[s] of any private roads, streets, or drives contained within it must sign the Final Plat.

WWP-ELMO ADDITION  
Subdivision Name

- N/A
- ☐ The following statement shall appear on any plat containing private streets, drives, emergency access easements, recreation areas, open spaces, drainage structures and/or detention ponds: text from Article 4.3.10.k
  - ☒ The seal and signature of the Surveyor responsible for surveying the Subdivision and/or the preparation of the Plat
  - ☒ A space for the approval of the County Judge of Kaufman County, Texas

**OTHER ITEMS - TO BE INCLUDED WITH PLAT**

- N/A
- ☒ Construction Plans
  - ☒ All necessary engineering and/or construction drawings/plans, where applicable, which have been signed, dated, and sealed by a registered professional civil engineer, who is licensed in the State of Texas, are included in this submittal
  - ☒ Where construction plans are not applicable, a map or list designating the size and location of all culvers, including driveway culverts, shall be attached to the final plat.

**OTHER ITEMS - MUST BE RECEIVED PRIOR TO APPROVAL**

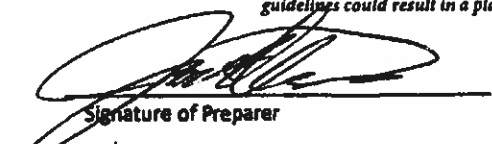
- ☒ A copy of the Deed Restrictions/Covenants to be imposed within the proposed Subdivision must accompany the Final Plat. These restrictions shall include the data found in Article 4.3.10.m
- ☒ A statement of approval of plans from all conservation districts, municipal utility districts, or drainage districts; or other "special taxing districts" that the Subdivision falls within, in whole or in part
- ☒ A certificate from each Tax Collector of a political Subdivision, in which the property is located, stating that all taxes are paid and not delinquent and showing that rollback taxes are paid
- ☒ A certificate stating that the Subdivision's water supply and sewerage system plans have approval from the appropriate State agency or Department of Public Works and the Water Coop, Association, or Corporation
- ☒ A letter from the Kaufman County Public Works Department stating that the 911 addresses and floodplain issues have been approved
- ☒ A letter furnished by the County Surveyor stating that the Final Plat has been reviewed
- ☒ An appropriate construction bond or financial security, per the requirements of Article 4.3.10.t

In submitting this Final Plat application for the Subdivision of WWP-ELMO Addition


In the 390 Precinct of Kaufman County, Texas, I acknowledge the following information:

- ☒ Information listed above, and in the Kaufman County Subdivision and Land Development Rules and Regulations, is considered to be the minimum amount of information needed to assure compliance. Additional information may be requested by County officials and/or the County Engineer and/or County Surveyor to perform a complete and thorough review.
- ☒ Any deviations from the above items shall have the written approval of the Kaufman County Commissioners Court, prior to submission of the Final Plat. If deviations have been requested, the required written approval is included in this submittal.
- ☒ The Commissioners Court may refuse to approve a plat if it does not meet the requirements prescribed by Article 4.

**WARNING:** Falsifying any information on this form, submitting incomplete information or not following the required subdivision guidelines could result in a plat not being approved, a loss of fees paid and/or possible criminal charges being filed.

  
 Signature of Preparer  
Jonathan Williams  
 Printed Name  
MEMBER  
 Title  
1/8/19  
 Date

☒ Required review fee has been received.

  
 Signature of Kaufman County Representative  
Monique Hunter  
 Printed Name  
1-8-19  
 Date

WWP-ELMO Addition  
 Subdivision Name

**WWP – ELMO ADDITION  
DEED RESTRICTIONS  
J. VANDERHOYA SURVEY, ABSTRACT NO. 560  
KAUFMAN COUNTY, TEXAS**

**Article I  
Property Rights**

**1. Easements**

A) All Tracts have a fifty-foot (50') building set-back line as indicated on plat. Within these easements, no dwelling, structure, planting, or other material shall be placed or permitted to remain thereon which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The Owner of such tract, except for maintenance of which a public utility company is responsible, therein shall continuously maintain the area of each tract and all improvements.

B) All tracts with utility easements are subject to restrictions from building on or near as detailed in recorded documents per plat and surveys.

**Article II  
Use Restrictions**

The Property shall be occupied and used only as follows:

**2-1** All driveways are to be installed and maintained by each lot Owner. All driveway culverts shall be sized and installed in accordance with the policies of Kaufman County.

**2-2** Each tract shall maintain a residential appearance. No more than two (2) manufactured/modular homes allowed per lot. Manufactured/modular homes shall not be more than seven (7) years old when placed on lot and must be "double-wide". All residences must have a separate water meter.

**2-3** All lots with utility easements are subject to restrictions from building on or near as detailed in recorded documents per plat and surveys.

**2-4** No rubbish, trash, garbage, or other waste material shall be kept on any property. No part of the property shall be used or maintained as dumping grounds for rubbish, trash, building materials or garbage. Equipment shall be kept in a clean and sanitary condition and shall be located on the back 1/3 of the property. No lot shall be used for open storage of any materials whatsoever.

**2-5** Construction materials appropriate for a new structure may be stored on the property for a reasonable period of time. Outbuildings must be completed within six (6) months from start of construction.

**2-6** No motor vehicle shall be left parked, abandoned or otherwise unattended on any portion of the property for more than seven (7) days. No motor vehicles that are not in operating condition or not bearing current license plates shall be permitted to remain on any portion of the property.

**2-7** No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to adjoining neighbor. No portion of the property shall be used in a manner that adversely affects adjoining lots or creates any annoyance or nuisance to other lot owners. This shall include noise pollution such as barking dogs, loud music or any other animal or fowl that creates a nuisance.

**2-8** The raising or keeping of swine on any part of a lot is limited to two (2) heads per acre. The raising of horses and cows shall be allowed but shall be limited to two (2) head per acre provided, however, that the lot shall be kept clean and in a sanitary and odorless condition. Chickens, guinea fowl, or peafowl shall be permitted provided their number is limited to four (4) per acre. Shelter for these animals shall be located in the rear one-third (1/3) of the property, a minimum of fifty feet (50') from the side property line and neatly maintained. Exotic Game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the landowners within the subdivision. (Any and all animals, including household pets, require appropriate fencing to confine them to their lot.) No animals shall be permitted until the appropriate fencing is completed. All the above animals are allowed, providing that the land owner controls noise, refuse, and odor from said animals so that they are not a nuisance to neighboring land owners.

**2-9** No junk or wrecking yards will be permitted, nor will any tract be used for dumping garbage or rubbish.

**2-10** All sewage disposal systems must be approved by the State and Local Departments of Health and shall always be maintained in accordance with State and County sanitary laws. All plumbing and drains must be connected with water tight septic tanks of approved construction.

**2-11** All manufactured/modular homes shall be kept in a neat appearance with personal possessions stored in storerooms.

**2-12** All manufactured homes must be underpinned (enclosed underneath) within forty-five (45) days after being located on the tract.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

---

\_\_\_\_\_  
Jonathan Williams, Managing Member  
for WWP, LLC.

THE STATE OF TEXAS     §

COUNTY OF \_\_\_\_\_§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by Jonathan Williams, Managing Member for WWP, LLC.

\_\_\_\_\_  
Notary Public, State of Texas



- A) MONITOR THE FLOW OF WATER OR CONSTRUCTION EQUIPMENT IN THE VICINITY OF THE PROJECT AND AVOID ANY OBSTRUCTION OF THE FLOW OF WATER IN THE PROJECT.
- B) PERIODICLY CHECK THE PROJECT DRAINAGE SYSTEMS. AVOID ANY OBSTRUCTION OF THE FLOW OF WATER IN THE PROJECT. AVOID ANY OBSTRUCTION OF THE FLOW OF WATER IN THE PROJECT.
- C) MONITOR THE FLOW OF WATER OR CONSTRUCTION EQUIPMENT IN THE VICINITY OF THE PROJECT AND AVOID ANY OBSTRUCTION OF THE FLOW OF WATER IN THE PROJECT.
- D) MONITOR THE FLOW OF WATER OR CONSTRUCTION EQUIPMENT IN THE VICINITY OF THE PROJECT AND AVOID ANY OBSTRUCTION OF THE FLOW OF WATER IN THE PROJECT.

17) (a) estimate ordering cost, in \$/day and estimate its percentage with the policy of separate inventory.

7. **CONTRACTS NOT COMPLETED** shall not apply to the agreement and shall not be a part of the contract.

自明以來，凡有關於此等問題之研究，皆以「*Confucius*」為名，而此等研究之結果，亦皆以「*Confucius*」為名，此等研究之結果，亦皆以「*Confucius*」為名。

of national gallery shall not be responsible for maintenance of same. Paints, stains, dirt, etc. shall be removed by the artist.

THE UNIVERSITY OF CHICAGO PRESS

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AND SHARE CONTENTS ANYTIME, ANYWHERE. AT CLEAR, DIRECTLY FROM  
LORDS, WE'VE GOT IT ALL FOR YOU. REQUEST YOUR COPY TODAY.

FOR MORE INFORMATION, CONTACT THE U.S. DEPARTMENT OF JUSTICE, CIVIL RIGHTS DIVISION, 445 CONSTITUTION AVENUE, N.W., WASHINGTON, D.C. 20530. (202) 512-2244.

additional sets of rooms that the construction and installation of the parking structure would also be a direct result of the project.

● 2007年10月1日起，凡在境内销售货物或提供应税劳务、服务的企业，其开具的增值税专用发票，必须通过增值税防伪税控系统开具。

CLIMATE IN MONITORING AREA AS INDICATING IN THIS CLIMATE MONITORING

1) The location of structures within a room is based on visual and spatial information and is not necessarily related to the location, direction or importance

VALUETYPES/STRUCTURES MAY HAVE FIELD LOCATIONS BEING REVERSED  
ADDITIONAL NOTES: VALUETYPES/STRUCTURES MAY BE LOCATED IN

to determine what constitutes the proceeds of the sale to locate assets or structures the tax-exempt trust system can be identified or called in.

of other accounts of second language and classroom

A PART OF THE SILENCE IS NOTED AGAIN ONLY THE GROUND-  
WATER WAS PUMPED TO THE SURFACE. BUT THE  
OTHER CONDITIONS OF THE AREA THAT WOULD AFFECT THE PUMP.

### ACKNOWLEDGMENTS

7. According to the person in community control, the  
 1005 majority applies to the \_\_\_\_\_ and \_\_\_\_\_  
 within the special place named after the \_\_\_\_\_ that are

440/2000 PRODUCTS INCORPORATED, 10000 W. 10TH AVE., SUITE 100, DENVER, CO 80202, TEL: 303.751.1000, FAX: 303.751.1001, WWW: WWW.440.COM

SHALL NOT BE USED IN THE CONSTRUCTION OF ANY BUILDING.

**THE UNIVERSITY OF CHICAGO**

100

### THE LEARNED SOCIETIES FOR APPLICATION OF RESEARCH TO PRACTICE

R.C. & PAULINE LANE  
 142 W. BRYAN CIRCLE  
 NYC - PLANT CITY, FLORIDA  
 (807) 0 177 NEW YORK TRADING (PLANT CITY) OFFICE  
 177 NEW YORK CITY  
 LONDON  
 TRADING LANE

50TH STATE HIGHWAY 24 S SUITE - C  
QUINLAN, TEXAS, 75674  
PHONE (803) 447-0838  
FAX (803) 447-0937  
www.logsdunweaving.com  
200 W. 20th St. SUITE 517/2nd FLSA TOWN OK

**WSP, LLC**  
P.O. BOX 2808  
ROBERT, TEXAS 75185  
PHONE: (214) 708-0900

22.180 ACRES CROSS  
21.184 ACRES NET AFTER DEDICATION  
J. VONDERHOYA SURVEY, ABSTRACT NO. 560  
KAUFMAN COUNTY, TEXAS

[illegible]

AND, THE OTHER, MADE ALL MEN BY THEIR OWNERS.

**NEW COMPANY** **NEW COMPANY**

[illegible]

2-7-34

## NOTES

2. **CL**

6/26/201

**SURVIVOR'S CERTIFICATE**

that, since 1994, the coffee growers had lost 9.4% and received 10% in return for the same beans. Such a policy was considered unfair by the producers. The FAO experts strongly recommend the fixing of prices at the local market and support of an additional mechanism for the production, storage or the distribution.

DATE OF BIRTH 2-2-42 SEX M

EDUCATIONAL PROFESSIONAL LEAD SUMMIT ON 3066

2/15/2019

Wwp,old Elmo addition

 Reply all |   Delete  Junk |  ...

## Wwp,old Elmo addition

MP

M. Porter

Today 9:51 AM

Development Services Kaufman 

  Reply all | 

1 reply

You replied on 2/15/2019 10:05 AM.

I checked on this plat the road is good condition and I see no other issues with this matter feel free to call me if you have any questions thank you Micky Porter

**Kaufman County Constables Office Pct. 4 Motor Vehicle Racial Profiling Information**

Total stops: 558

Gender

**Female:** 159

**Male:** 399

Race or ethnicity

**Black:** 55

**Asian/Pacific Islander:** 0

**White:** 419

**Hispanic/Latino:** 83

**Alaska Native/American Indian:** 1

Was race or ethnicity known prior to stop?

**Yes:** 107

**No:** 451

Reason for stop?

**Violation of law:** 5

**Pre existing knowledge:** 6

**Moving traffic violation:** 325

**Vehicle traffic violation:** 222

Street address or approximate location of the stop

**City street:** 62

**US highway:** 207

**State highway:** 141

**County road:** 145

**Private property or other:** 3

Was a search conducted?

**Yes:** 48

**No:** 510

Reason for Search?

**Consent:** 16

**Contraband:** 8

**Probable cause:** 18  
**Inventory:** 3  
**Incident to arrest:** 3

### Was Contraband discovered?

**Yes:** 25  
**No:** 23

### Description of contraband

**Drugs:** 18  
**Currency:** 0  
**Weapons:** 4  
**Alcohol:** 2  
**Stolen property:** 0  
**Other:** 1

### Result of the stop

**Verbal warning:** 0  
**Written warning:** 372  
**Citation:** 182  
**Written warning and arrest:** 1  
**Citation and arrest:** 3  
**Arrest:** 0

### Arrest based on

**Violation of Penal Code:** 1  
**Violation of Traffic Law:** 2  
**Violation of City Ordinance:** 0  
**Outstanding Warrant:** 1

### Was physical force resulting in bodily injury used during stop

**Yes:** 15  
**No:** 543

Submitted electronically to the



## The Texas Commission on Law Enforcement

# Racial Profiling Report | Full report

<b>Agency Name:</b>	Kaufman County Constables Office Pct. 4
<b>Reporting Date:</b>	02/12/2019
<b>TCOLE Agency Number:</b>	257104
<b>Chief Administrator:</b>	Constable Chad Jones
<b>Agency Contact Information:</b>	
<b>Phone:</b>	469-376-4620
<b>Email:</b>	Chad.jones@kaufmancounty.net
<b>Mailing Address:</b>	103 North Main/ PO Box 191

This Agency filed a full report

Kaufman County Constables Office Pct. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Kaufman County Constables Office Pct. 4 from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Kaufman County Constables Office Pct. 4 if the individual believes that a peace officer employed by the Kaufman County Constables Office Pct. 4 has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Kaufman County Constables Office Pct. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the Kaufman County Constables Office Pct. 4's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - a.) the race or ethnicity of the individual detained;
  - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Executed by:** Constable Chad Jones

Chief Administrator

**Kaufman County Constables Office Pct. 4**

**Date:** 02/12/2019



DATE February 19, 2019  
QUOTE #:234507-01

KAUFMAN COUNTY PCT 3  
TERRY BARBER

601 E NASH ST  
TERRELL, TEXAS 75160-2845

One (1) New Caterpillar Model: 140M3 Motor Grader with all standard equipment in addition to the additional specifications listed below:

36 monthly payments of \$3,269.00

Payments include the 36 mo / 3,000 premier warranty and service every 500 hours for 3,000 hours

Quote thru Sourcewell Contract 032515 - Member 44725

#### WARRANTY

Standard Warranty	12 Month/Unlimited Hours Total Machine
Extended Warranty	140-36 MO/3000 HR PREMIER
CSA	36 month / 3,000 hour CSA

#### MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
140M3 MOTOR GRADER	384-8605
GLOBAL ARRANGEMENT	385-9294
MOLDBOARD, 14' PLUS	349-3048
RIPPER/SCARIFIER	324-0889
TOOTH, STRAIGHT	8J-1434
WEATHER, STANDARD	353-3316
ACCUMULATORS, BLADE LIFT	358-9338
PRECLEANER, NON SY-KLONE	380-6774
BASE + 1 (RIP)	385-8094
STARTER, ELECTRIC, HEAVY DUTY	394-3945
HEADLIGHTS, FRONT, LOW, HALOGEN	308-9370
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
FAN, DEFROSTER, REAR WINDOW	233-3137
SCREEN AS	360-0116
CONVERTER GP	361-3136
SEAT, HEATED	385-8713
RADIO GP - AM/FM	477-1255
SEAT BELT	394-1492



DESCRIPTION	REF.#
PRODUCT LINK SATELLITE PLE631	464-6804
JOYSTICK CONTROLS, ADVANCED	458-8701
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
GUARD GP, HITCH	323-6970
LANGUAGE, ENGLISH	386-1254
ANTIFREEZE WINDSHIELD WASHER	0P-1939
LIGHTS, WORKING, PLUS, HALOGEN	395-1967
TRANSMISSION, AUTOSHIFT	396-3515
LIGHTS, SERVICE, INTERNAL	380-3070
CAMERA, REAR VISION	396-3921
DRAIN, HIGH SPEED, ENGINE OIL	501-1163
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2459
PUSH PLATE, COUNTERWEIGHT	367-6842
TANK, FUEL, STANDARD	540-2373
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
FAN, STANDARD	542-4660
LIGHTS, ROADING, HALOGEN	421-7810
LIGHTS, ARM, FOLD DOWN	536-9969

#### STANDARD EQUIPMENT

##### POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector	with automatic engine derate and idle control, EPA/ARB Tier 4 Final & EU stage
Air-to-air after cooler (ATAAC)	IV certified Engine & Aftertreatment
Belt, serpentine, automatic tensioner	Parking brake, multi-disc, sealed and oil cooled.
Brakes, oil disc, four-wheel, hydraulic	Sediment drain, fuel tank
Demand fan, hydraulic	Tandem drive
Differential, lock/unlock, Automatic	Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
Drain, engine oil, ecology	VHP Plus (Variable Horse Power Plus)
Electronic over-speed protection	
Engine, C9 with ACERT technology, diesel	

##### ELECTRICAL

Alarm, back-up	Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Alternator, 150 ampere, sealed	Lights, reversing
Batteries, maintenance free, heavy duty, 1125 CCA	Lights, roading, roof-mounted, stop and tail, LED
Breaker panel, ground accessible	Starter, electric
Electrical hydraulic valves	
Electrical system, 24 volt	

##### OPERATOR ENVIRONMENT

Air Conditioning with heater	Lights, night time cab
Articulation, automatic return to center	Messenger operator information system

Centershift pin indicator  
 Display, digital speed and gear  
 Doors, left and right side with wiper  
 Gauge, machine level  
 Gauges (analog) inside the cab  
 (includes fuel, articulation, engine  
 coolant temp, engine RPM,  
 and hydraulic oil temp DEF/AdBlue)  
 Joystick, adjustable armrests  
 Joystick gear selection, hydraulic  
 power steering hydraulic controls  
 (right/left, blade lift w/ float  
 position, blade sideshift and tip,  
 circle drive, centershift, front wheel  
 lean and articulation and steering)

#### SAFETY AND SECURITY

Clutch, circle drive slip  
 Doors, 2 engine compartment, (two left  
 hand, two right hand) locking  
 Doors, 2 service, left and right locking  
 Ground level engine shutdown  
 Hammer (emergency exit)

#### TIRES, RIMS, AND WHEELS

A partial allowance for tires on  
 10" x 24" multi-piece rims is included

#### FLUIDS

Antifreeze

#### OTHER STANDARD EQUIPMENT

Accumulators -brake -dual certified  
 Drawbar, 6 shoe w/replaceable wear strips  
 Fluid check, ground level  
 Fuel tank, 105 gallon (398 L)  
 Ground level fueling  
 DEF/AdBlue Tank, 5.5 gallon (21 L)  
 Hydraulic lines for base functions  
 Pump, hydraulic, high capacity

Meter, hour, digital  
 Mirror, inside rearview, wide angle  
 Power Port, 12V  
 Radio Ready, Entertainment  
 ROPS cab, sound suppressed  
 - 69dB(A) - ISO 6394  
 Seat, cloth-covered, comfort suspension  
 Storage area for cooler/lunchbox  
 Throttle control, electronic  
 Windows, laminated glass  
 - Fixed front with intermittent wiper  
 - Door with intermittent wipers (3)  
 Windows, Tempered  
 - Left and right side wipers  
 - Rear with intermittent wiper

Horn, electric  
 Lockout, hydraulic implement (for  
 roading and servicing)  
 Seat belt, retractable 3"  
 Secondary steering  
 Tandem walkway/guards

in the base machine price and weight

Extended Life Coolant -35C/-30F

(98cc / 15 cu in)  
 Radiator, cleanout access  
 (both sides with swing doors)  
 SOS ports - engine -hydraulic  
 -transmission -coolant -fuel  
 Tandem walkway/guards  
 Tool box  
 Debris Guard



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT  
100 N. Washington St. | Kaufman, Texas 75142  
469-376-4523 | purchasing@kaufmancounty.net

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**RFQ 19-10: Consulting Engineering Services**

**Return deadline is no later than: 2:00 p.m., Wednesday, March 20, 2019**

**Vendor Name:** \_\_\_\_\_

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RFQ Number 19-10

**LEGAL NOTICE**

Kaufman County, Texas  
Advertisement for Submittals

Kaufman County is accepting qualifications from engineering consultants to provide engineering services for the Planning, Preliminary Engineer, and Construction Engineering for various county road and bridge projects, drainage projects, county facilities, floodplain consultation, and general engineering consultation including subdivision regulation as the need arises.

All submittals must be clearly addressed to the Purchasing Department and include the RFQ name and number on the outside of the envelope / package.

Submittal Deliveries: Kaufman County cannot guarantee, due to internal mail delivery procedures that any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.*** Late submittals will be considered as non-responsive and returned un-opened.

**RFQ NAME:** Consulting Engineering Services

**RFQ NUMBER:** 19-10

**DUE DATE/TIME:** 2:00 p.m., March 20, 2019

**MAIL OR DELIVER TO:** Kaufman County  
Purchasing Department  
Attn: Raylan Smith  
Kaufman County Courthouse  
100 N. Washington St.  
Kaufman, Texas 75142

County reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.

## **Introduction**

Kaufman County, hereinafter known as the County, is seeking the services of a qualified Consulting Civil Engineering Firm(s) to provide engineering services for the Planning, Preliminary Engineering, and Construction Engineering for various county road and bridge projects, drainage projects, county facilities, floodplain consultation and general engineering consultation including subdivision regulation as the need arises. The contract is anticipated to start April 1, 2019 and will cover a period of six (6) months, ending September 30, 2019, with an option for renewal for two additional years, beginning October 1, 2019. The County reserves the right to amend this contract for additional time if it is in the best interest of the County.

### **Section 1. RFQ Submittal and Closing Date**

Seven (7) copies of the RFQ must be received by **2:00 p.m., Wednesday, March 20, 2019** at which time the RFQs will be publicly opened and read aloud in the conference room of the County Annex, 100 N. Washington, Kaufman, Texas. Neither late nor faxed submittals will be accepted. Firms submitting RFQs not in compliance with Section 4 will be considered non-responsive. RFQs must be addressed to the following:

Kaufman County Purchasing Department  
Raylan Smith, Purchasing Agent  
100 N. Washington  
Kaufman, Texas 75142

In order to assure your packet is fairly considered, it must be submitted in properly sealed envelope, clearly marked on the left hand corner with the numbers **"19-10"**. Envelopes containing qualifications that are unmarked or marked otherwise may be opened prematurely.

### **Section 2. Inquiries**

Questions that arise prior to the RFQ deadline shall be addressed to the following:

Kaufman County Purchasing Department  
Raylan Smith, Purchasing Agent  
100 N. Washington  
Kaufman, Texas 75142  
Email: [purchasing@kaufmancounty.net](mailto:purchasing@kaufmancounty.net)

Consultants may be directed to submit questions in writing to Ms. Raylan Smith or her designee no later than seven (7) days prior to the submittal date. Substantive questions and answers will be provided to all RFQ recipients.

### **Section 3. General Statement of Work and Delivery Schedule**

**3.1 General Work Statement:** The objective of this work is to assist Kaufman County with the design and construction of a variety of projects as the need arises. Projects may include, but are not limited to, the following:

1. Road improvement projects.
2. Bridge projects.
3. Public Roadway improvement projects.
4. General public works projects such as drainage improvement projects, county facilities, etc.

5. Provide engineering advice and consultation of floodplain issues, county land development, and subdivision regulations.

**3.2 Consultant's Responsibilities:** The scope of work to be performed by the Consultant for various County projects may include engineering services relating to the Planning, Preliminary Engineering, and Construction Engineering of the projects. A detailed Scope of Work will be provided for specific projects. Services to be provided may include some of, but not limited to, the following:

1. Assist the County with development and planning projects.
2. Prepare preliminary project costs.
3. Assist the County in the financial planning for projects.
4. Meet with the County and representatives of local, state, and federal agencies as necessary.
5. Prepare conceptual designs and review the designs with the County and applicable agencies and prepare preliminary cost estimates based on the conceptual design.
6. Proceed with final design after the County has approved the conceptual design.
7. Complete the necessary mapping and detailed design of the projects, prepare detailed drawings, specifications, and contract documents, and make approximate estimates of the anticipated final costs based on the final designs.
8. Perform surveys and assist in negotiations for land rights when required.
9. Attend public meeting and/or conferences with the County and representatives of other agencies and interested parties.
10. Provide detailed drawings, specifications, and other contract documents stamped by a Registered Professional Engineer to the County and any other agency from which approval must be obtained prior to advertisement for bids.
11. Attend bid openings, tabulate bid proposals, analyze the bids, check bid forms and bonds, check quantities in the bids, and assist the County in negotiating and awarding the contracts.
12. Advise and assist County officials with periodic review, editing and modification of subdivision regulations. Attend public meetings and provide input to meeting participants as needed.
13. Attend bid openings, tabulate bid proposals, analyze the bids, check bid forms and bonds, check quantities in the bids, and assist the County in negotiating and awarding the contracts.
14. Meet with the County and contractors in preconstruction conferences.
15. Keep the County informed concerning progress of the work and attend meetings held by the Agency, regulating agencies, and contractor as they relate to the project.
16. Review shop and working drawings furnished by the contractor.
17. Provide general review and inspection of the contractor's work as construction progresses.
18. Provide construction staking as required.
19. Provide material testing services as required.
20. Review the contractor's requests for progress payments and advise County as to the extent of the work accomplished as of the date of the request.
21. Prepare change orders.
22. Provide County with Record Drawings and as Constructed Plans.
23. Make final inspection of projects and report same to County and any other applicable agency.
24. Assist with the preparation of environmental review records or impact statements.
25. Assist in obtaining permits, applications, etc., as necessary for the work.
26. Assist the County with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements.
27. Assist with the preparation for and appearances before courts and boards on matter of litigation related to the projects.
28. Furnish consultations necessary to correct unforeseen project difficulties after County accepts the work.

29. May provide a warranty inspection eleven months after the County accepts the project and prior to the expiration of the contractor's one year warranty.
30. Insure compliance with applicable state and federal requirements and regulations specific to each project in accordance with funding sources.
31. Insure that the person in charge of the project is a Texas Professional Surveyor and/or Texas Professional Civil Engineer and include the name and registration number of each.
32. Provide and use all safety equipment including, but not limited to, hard hats, safety vests, and clothing required by applicable state and federal regulations.
33. Review of engineering plans submitted for new subdivisions including drainage, storm run-off, sewer and septic systems.
34. Review of engineering plans for any large commercial facilities planned in the county.
35. Floodplain Management engineering review and interaction with FEMA and TxDOT.
36. Floodplain violation input.
37. Engineering review of roads and bridge projects including review county road plans for non-paved roads and seal coating.
38. Review platting and surveys for storm water run-off as needed.
39. Advise and assist County regarding Review county road plans for non-paved roads and seal coating, bond issues and state and federal grant programs.

#### **Section 4: RFQ Content Requirements**

The RFQ shall be submitted bound on one-sided letter-sized (8-1/2"x11") pages using minimum font size of 11 point Arial or Times New Roman, with margins (top, bottom, left, and right) no smaller than 0.5 inches. Please number all pages.

The RFQ shall include a one-page cover letter plus a maximum of twelve (12) pages to address the RFQ criteria specified herein (including resumes). The table of contents and divider pages will not count towards the total page count. The cover letter, front and back covers, and CIQ form will not count towards the total page count. A CIQ form is required as part of this submittal to be consider for work with Kaufman County.

- 4.0 No Fee Schedule:** Costs will not be evaluated as part of the selection process. Costs will be negotiated after a Proposer is selected. A Preliminary Salary and Fee Schedule for any Proposer selected for contract negotiations must be submitted within five (5) days of the Proposer's notification of selection.

#### **4.1 Consultant's Capabilities | Experience | References *Max Score: 25 points***

Outline the firm's capabilities and experience with regard to the requested services. The response should address the following:

- Experience with similar projects. Provide references.
- Internal procedures and/or policies related to work quality and cost control.
- Management and organizational structure.
- Capability to perform the work for the duration of the contract.

#### **4.2 Project Team *Max Score: 25 points***

Outline the firm's personnel who would work with the County. The response should address the following:

- Extent of principal involvement.



- Names of key members who will be performing the work on these projects and their responsibilities.
- Qualifications and relevant individual experience, including sub-consultants.
- Project manager's experience with similar projects and interdisciplinary teams.

#### **4.3 Method of Approach**

**Max Score: 25 points**

Outline the firm's approach to working with the County on County projects.

#### **4.4 Understanding of Requested Services and Local Area**

**Max Score: 25 points**

Outline the firm's understanding of the requested services and local area. The response should address items such as expertise and familiarity with local conditions that could affect project construction success such as local materials sources, weather conditions, geology, local contracting, etc.

### **Section 5. Proposal Evaluation and Consultant Selection**

**5.1 Evaluation Process:** Statement of Qualifications submitted on time will be reviewed against the Pass / Fail criteria. SOQs meeting those criteria will be forwarded to an evaluation committee for scoring against the evaluation criteria and ranking. The outcome of the evaluations may, at the County's sole discretion, result in (a) note to a Proposer(s) of selection for tentative contract negotiation and possible award; or (b) further steps to gather more information for further evaluation. This often means notice of placement on an interview list with time and date of the interview. The selection process may be cancelled if the County determines it is in the public interest to do so.

**5.2 Evaluation Criteria:** Each proposal will be judged as a demonstration of the consultant's capabilities and understanding of the services requested. Evaluation factors and maximum points will be as follows:

Criteria		Maximum Score
A.	Consultant's Capabilities / Experience / Reference	25
B.	Project Team	25
C.	Method of Approach	25
D.	Understanding of Requested Services and Local Area	25
<b>Total Maximum Score:</b>		<b>100</b>

### **Section 6. General Information**

- 6.1** Kaufman County reserves the right to accept or reject any or all qualifications and to accept only those qualifications that are in the best interest of the County.
- 6.2** There is no expressed or implied obligation for the County to reimburse responding firms for any expenses incurred in preparing responses to this request.
- 6.3** The County reserves the right to retain all responses and to use any ideas included in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this request for qualifications (RFQ), unless clearly and specifically noted in the response and confirmed in the contract between the County and the firm selected.

- 6.4 Each responding firm certifies by submission of their qualifications that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, state, or local department or agency.
- 6.5 Respondents must possess the required professional license(s) to practice in Texas.

## Contract | RFQ 19-10

**Contract Form:** Successful vendors will be required to enter into an agreement substantially like the one found below.

**State of Texas**            §

**County of Kaufman**    §

**WHEREAS**, Kaufman County has determined there is a need to provide for consulting engineering services for Kaufman County; and

**WHEREAS**, Kaufman County has requested and reviewed Statement of Qualifications for consulting engineering services in accordance with applicable State laws; and

**WHEREAS**, Kaufman County has determined that \_\_\_\_\_ can best provide consulting engineering services to Kaufman County; and

**WHEREAS**, this agreement is made between \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR") and the COUNTY OF KAUFMAN COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "COUNTY") acting by and through its duly authorized representative Kaufman County Judge Hal Richards.

**NOW THEREFORE**, the parties agree as follows:

### **ARTICLE I RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

### **ARTICLE II TERM OF AGREEMENT**

The initial term of this Agreement will become effective on **April 1, 2019**, and will continue in full force until **September 30, 2019**. After the expiration of the initial term of the Agreement, the parties may agree to extend the Agreement for two (2) additional one-year terms (renewal period) under the same terms of the original Agreement. At least thirty (30) days before the expiration of the initial term or any renewal period, each party will notify the other party of its intention to renew or terminate this Agreement. Should this Agreement naturally expire without alternative provisions, this Agreement will continue in force on a month to month basis under the same terms.

### **ARTICLE III CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing, and insurance information as required by State Law. All such information shall be provided at the time of execution of this Agreement.

#### **ARTICLE IV TERMINATION**

The parties hereto understand and agree that after good faith effort has been made toward the success and performance of the Agreement, if either party believe in its sole judgement that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the Provisions of Article V. (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in similar conditions.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR which would substantially interfere with the performance of the duties set out herein.
5. Failure by COUNTY to cure any default or breach under this Agreement within ten (10) business days after giving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation of the date of termination minus any costs incurred by COUNTY to fulfill CONTRACTOR'S obligations under this Agreement.

#### **ARTICLE V DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in Request for Qualifications Number 19-10 (Exhibit A) and CONTRACTOR'S response (Exhibit B) which by this reference are incorporated in full into this agreement, and include but are not limited to the following:

1. Assist the County with development and planning projects.
2. Prepare preliminary project costs.
3. Assist the County in the financial planning for projects.
4. Meet with the County and representatives of local, state, and federal agencies as necessary.
5. Prepare conceptual designs and review the designs with the County and applicable agencies and prepare preliminary cost estimates based on the conceptual design.
6. Proceed with final design after the County has approved the conceptual design.
7. Complete the necessary mapping and detailed design of the projects, prepare detailed drawings, specifications, and contract documents, and make approximate estimates of the anticipated final costs based on the final designs.
8. Perform surveys and assist in negotiations for land rights when required.

9. Attend public meeting and/or conferences with the County and representatives of other agencies and interested parties.
10. Provide detailed drawings, specifications, and other contract documents stamped by a Registered Professional Engineer to the County and any other agency from which approval must be obtained prior to advertisement for bids.
11. Attend bid openings, tabulate bid proposals, analyze the bids, check bid forms and bonds, check quantities in the bids, and assist the County in negotiating and awarding the contracts.
12. Advise and assist County officials with periodic review, editing and modification of subdivision regulations. Attend public meetings and provide input to meeting participants as needed.
13. Attend bid openings, tabulate bid proposals, analyze the bids, check bid forms and bonds, check quantities in the bids, and assist the County in negotiating and awarding the contracts.
14. Meet with the County and contractors in preconstruction conferences.
15. Keep the County informed concerning progress of the work and attend meetings held by the Agency, regulating agencies, and contractor as they relate to the project.
16. Review shop and working drawings furnished by the contractor.
17. Provide general review and inspection of the contractor's work as construction progresses.
18. Provide construction staking as required.
19. Provide material testing services as required.
20. Review the contractor's requests for progress payments and advise County as to the extent of the work accomplished as of the date of the request.
21. Prepare change orders.
22. Provide County with Record Drawings and as Constructed Plans.
23. Make final inspection of projects and report same to County and any other applicable agency.
24. Assist with the preparation of environmental review records or impact statements.
25. Assist in obtaining permits, applications, etc., as necessary for the work.
26. Assist the County with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements.
27. Assist with the preparation for and appearances before courts and boards on matter of litigation related to the projects.
28. Furnish consultations necessary to correct unforeseen project difficulties after County accepts the work.
29. May provide a warranty inspection eleven months after the County accepts the project and prior to the expiration of the contractor's one year warranty.
30. Insure compliance with applicable state and federal requirements and regulations specific to each project in accordance with funding sources.
31. Insure that the person in charge of the project is a Texas Professional Surveyor and/or Texas Professional Civil Engineer and include the name and registration number of each.
32. Provide and use all safety equipment including, but not limited to, hard hats, safety vests, and clothing required by applicable state and federal regulations.
33. Review of engineering plans submitted for new subdivisions including drainage, storm run-off, sewer and septic systems.
34. Review of engineering plans for any large commercial facilities planned in the county.
35. Floodplain Management engineering review and interaction with FEMA and TxDOT.
36. Floodplain violation input.
37. Engineering review of roads and bridge projects including review county road plans for non-paved roads and seal coating.
38. Review platting and surveys for storm water run-off as needed.
39. Advise and assist County regarding Review county road plans for non-paved roads and seal coating, bond issues and state and federal grant programs.

**VI  
DUTIES OF COUNTY**

COUNTY shall make payments to CONTRACTOR or as specified in ARTICLE VII.

**ARTICLE VII  
RATES**

COUNTY shall pay directly to CONTRACTOR no more than specified in the attached fee schedule (Exhibit C) in accordance with CONTRACTOR's response to RFQ Number 19-10 which with the Specifications for RFQ Number 19-10 are by this reference incorporated in full into this Agreement. Payments will be made in monthly installments after approval at a regularly scheduled meeting of the Kaufman County Commissioners Court. The Kaufman County Commissioners Court generally meets Wednesdays of each month. The COUNTY shall make all payments to CONTRACTOR and shall under no circumstances make any payments directly to CONTRACTOR's personnel for any services rendered to COUNTY. Payments will be remitted by COUNTY to CONTRACTOR by check to CONTRACTOR'S address as specified in Article XIII of this Agreement.

It is expressly understood and agreed that the County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Kaufman County for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement; that notwithstanding anything in the contrary, or that may be construed to the contrary, the liability of the County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement; and that when and if all of the funds so certified are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of the Contractor is to terminate this Agreement.

**ARTICLE VIII  
FUNDING**

Funds for payment have been provided through the Kaufman County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the current Kaufman County fiscal year shall be subject to budget approval. All payments due hereunder shall be made from revenues currently available to Kaufman County.

**ARTICLE IX  
DOCUMENTS**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of County. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by County as required by this Agreement, County shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at County's request and in furtherance of

this Agreement. County shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, County consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of County upon payment of Professional as provided in this Agreement. County shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the County, or earlier termination and appropriate compensation as provided by this Agreement, provide County with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the County. Additionally, Professional shall provide County with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in an editable Microsoft Word and/or Excel format.

- B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc). prepared under this Agreement shall be submitted for approval of County. All instruments of service shall be professionally sealed as may be required by law or by County.
- C. Acceptance and approval of the Project Documents by County shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by County for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

#### **ARTICLE X RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security, or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer, or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services

provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR's profession, the terms of this Agreement and all applicable laws, rules, and regulation of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide consulting engineering services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in similar conditions. No property owner by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

#### **ARTICLE XI INSURANCE**

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the RFQ specifications. Proof of insurance shall be provided upon request.

#### **ARTICLE XII INDEMNIFICATION**

County shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of professional pursuant to this agreement. Professional hereby waives all claims against County, its officers, agents, and employees (collectively referred to in this section as "COUNTY INDEMNITEES") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the County Indemnitees. Professional agrees to indemnify and save harmless the County Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees, and costs of investigation) and actions or any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this agreement or by reason of any negligent act or omission on the part of Professional, its officers, directors, servants, employees, representatives, consultants, licenses, successors, or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a County Indemnatee, in whole or in part, in which case Professional shall indemnify the County Indemnatee only to the extent or proportion of negligence attributed to Professional, its officers, agents, or employees as determined by a court or other forum of competent jurisdictions). Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Professional under this agreement. This provision shall survive the termination of this agreement.

#### **ARTICLE XIII ISRAEL STATEMENT**

Consistent with Texas Government Code §2270.002 (effective September 1, 2017) CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by §808.001 of the Texas Government Code.



**ARTICLE XIV  
MISCELLANEOUS**

This agreement, Specifications for RFQ Number 19-10 and CONTRACTOR's response to RFQ Number 19-10 constitute the entire understanding between the parties, and no other agreements, representations, or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the RFQ Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venue shall be in Kaufman County, Texas.

CONTRACTOR shall secure all necessary site related approvals, permits, licenses.

COUNTY will not be liable to the CONTRACTOR for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, direct, punitive, or exemplary damages.

Nothing in this Agreement shall be construed to waive the requirements of the Texas Public Information Act, and CONTRACTOR understands and agrees that the COUNTY will follow all requirements of the Texas Public Information Act upon receipt of any public request for information related to this Agreement or any matter covered herein.

**ARTICLE XV  
NOTICES**

All notice required under this Agreement shall be sent by certified mail, return receipt, requested, or hand-delivered to the parties at the following addresses:

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY: County Judge  
Kaufman County Courthouse  
100 W Mulberry  
Kaufman, Texas 75142

The 90-day termination notice will be calculated from the date the notice is sent or hand-delivered.

**Signed** on this the \_\_\_\_\_ day of \_\_\_\_\_ 20,\_\_\_\_.

KAUFMAN COUNTY, TEXAS

\_\_\_\_\_  
Hal Richards, County Judge

## MEMORANDUM

**To:** Vendors of Kaufman County, Texas

**From:** Raylan Smith, Purchasing Agent

**Re:** Conflict of Interest Form (CIQ)

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Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Kaufman County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Kaufman County Purchasing Department at (469) 376-4523.

Original, completed forms should be sent / mailed to the Kaufman County Purchasing Department and/or emailed to [purchasing@kaufmancounty.net](mailto:purchasing@kaufmancounty.net) and should be included, if applicable, in your response.

**Kaufman County Purchasing Department  
100 N. Washington Street  
Kaufman, Texas 75142**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

***Applicable Law:***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Selected vendor will be required to complete 1295 form prior to contract award

**RFQ Number 19-10**

**SIGNATURE PAGE**

Kaufman County, Texas  
Purchasing Department  
Attn.: Raylan Smith  
Kaufman County Courthouse  
100 N. Washington  
Kaufman, Texas 75142

Ms. Smith,

This Statement of Qualifications is being submitted by the undersigned, on behalf of the Respondent

\_\_\_\_\_.

The person signing this letter on behalf of the Respondent represents to Kaufman County that the information provided herein is true, complete, and accurate to the best of the knowledge and belief of the undersigned; and

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

RESPONDENT:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**COUNTY OF KAUFMAN | PURCHASING**  
100 N. Washington St. | Kaufman, Texas 75142  
469-376-4523 | [purchasing@kaufmancounty.net](mailto:purchasing@kaufmancounty.net)

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**RFP 19-09**

**"Waste Hauling for County-wide Residential Clean-up"**

**Return deadline is no later than: Tuesday, April 2, 2019 | 2:00 p.m.**

**Vendor Name:** \_\_\_\_\_

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### **Bid Instructions / Requirements**

Submission of Proposal / Bids: Original bid document shall be sealed and marked RFP 19-09 "Waste Hauling for County-wide Residential Clean-up". Submission deadline, **2:00 p.m., Tuesday, April 2, 2019.**

Kaufman County | Purchasing Department  
Raylan Smith, Purchasing Agent  
100 N. Washington  
Kaufman, Texas 75142

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this bid / proposal except for questions concerning the proposal by Respondents directed through Kaufman County Purchasing Agent by email [purchasing@kaufmancounty.net](mailto:purchasing@kaufmancounty.net). Failure to comply with this guideline could result in disqualification from the bid process.
2. **All bids / proposals must be sealed** when returned to Kaufman County.
3. The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by the Kaufman County Purchasing Agent, 100 N. Washington Street, Kaufman, Texas 75142 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection / disqualification.
5. BIDS / PROPOSALS WILL BE received and publicly acknowledged at the Kaufman County Purchasing Department located at the address listed above on **Tuesday, April 2, 2019 by 2:00 p.m.** Vendors, their representatives, and interested persons may be present.
6. It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render bid non-responsive.
7. All documents relating to this bid including but not limited to, the bid document, questions, and their responses, addenda and special notices will be posted under the Bid number on the Kaufman County Purchasing Department website and available for download by bidders and other interested parties. **It is the bidder's / respondent's sole responsibility to review this site and retrieve all related documents prior to the Bid due date.**
8. Any bid / proposal received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise the Kaufman County Purchasing Department as to the disposition of the bid, either by pick up, return at bidder's expense, or destroyed with written authorization by bidder. If bids / proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Kaufman County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.
9. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Kaufman County will not be responsible for errors made by the bidder.



10. Project Timetable:

- a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.
- b. Proposals must be received no later than **2:00 p.m. Central Standard Time (CT) on Tuesday, April 2, 2019** ("Response Due Date") at the location specified.

Release RFP	Wednesday, March 6, 2019
Mandatory Pre-bid / Site Evaluation	N/A
Deadline for written questions	Tuesday, March 19, 2019
Deadline for Submission of Proposals / Bids	2:00 p.m., Tuesday, April 2, 2019

**Standard Terms and Conditions**

Bids / Proposals are solicited for "Waste Hauling for County-wide Residential Clean-up". **By returning this proposal with price(s) quoted and forms executed, Respondent's certify and agree to the following:**

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Kaufman County, Texas, Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
  - a) Have adequate financial resources, or the ability to obtain such resources as required.
  - b) Be able to comply with any required or proposed delivery schedule.
  - c) Have a satisfactory record of performance.
  - d) Have a satisfactory record of integrity and ethics.
  - e) Be otherwise qualified and eligible to receive the award.
5. Invoices and statements shall be sent to the Kaufman County Purchasing Department, 100 N. Washington Street, Kaufman, TX 75142. Payments are processed after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Kaufman County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Kaufman County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
11. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Kaufman County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Kaufman County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
14. Funding Clause – Payments required to be made by Kaufman County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Kaufman County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Kaufman County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Purchasing Agent. Thereupon, Kaufman County will be released from its obligation and make further payments.
15. Kaufman County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Kaufman County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Kaufman County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Kaufman County.

17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be execute after determination of the award.
20. Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.
21. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Kaufman County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers, and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Kaufman County shall support, encourage, and implement steps toward our common goal of establishing equal opportunity for all citizens of Kaufman County.
24. Respondents must agree to provide the following information as part of this proposal / bid:
  - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
  - Name of contact person (single point of contact with the Respondent)
  - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
  - Current fiscal year-end and year-to-date financial statements.

25. Kaufman County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Kaufman County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Bidder understands and agrees that in returning a response to this proposal / bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, facsimile, email, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities – Kaufman County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Kaufman County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
32. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning,

earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising – Seller shall not advertise or publish, without Buyer’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor’s bid, including specifications shall remain valid for a minimum of sixty (60) calendar days from the Bid / Proposal due date.
43. All documents submitted as part of the vendor’s offering will be deemed confidential during the evaluation process.
44. Subcontracting – The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate pricing from multiple subcontractors.
45. Investigation of Conditions – Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.

46. Contract Award – Kaufman County reserves the right to reject any and all bids and to waive any minor informality or irregularity in a proposer's response if deemed in the best interest of the County. Award of contract (if any) resulting from this bid will be made only by written authorization from Kaufman County Commissioners Court.
47. Conflict of Interest – No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics – The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Kaufman County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions – Whenever an article or material is defined or used in the BID / Proposal specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum – Any interpretations, corrections, or changes to this Bid / Proposal and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the bid / proposal. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
53. Patents / Copyrights – The successful vendor agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
54. Purchasing Agent as Contract Administrator – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court and affected Kaufman County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Purchasing Agent authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
  - a) Name and address of successful vendor;
  - b) Name and address of receiving department and/or location;
  - c) Kaufman County Purchase Order number; and

- d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address / location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must show all information as stated above, and will be issued for each purchase order.
58. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty – Successful vendor shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
60. Remedies – The successful vendor and Kaufman County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made on the basis of this statement.
62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County *before* work commences.**
63. Standard Insurance Policies Required:
- a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Worker's Compensation Policy
- General Requirements applicable to all policies:
- a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
  - b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - c) "Claims Made" policies will not be accepted.
  - d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
  - e) All insurance policies shall be furnished to Kaufman County upon request.

#### Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Kaufman County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

#### Automobile Liability

- a) General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

64. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:

- a) Employer's Liability limits of \$500,000 for each accident is required.
- b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Bid specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

#### Definitions:

**Certificate of coverage ("certificate")** – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**Duration of the project** – includes the time from the beginning of the work on the project until the Contractor's/ person's work on the project has been completed and accepted by the governmental entity.

**Persons providing services on the project ("subcontractors" in section 406.096 of the Texas Labor Code)** – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.



- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
  2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
  - a. a certificate of coverage, prior to the other person beginning work on the project; and
  - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of

a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

**CERTIFICATES OF INSURANCE** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

### **Bonding Requirements**

If applicable, a Bid Bond shall be required. Pursuant to the provision of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000, Kaufman County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Kaufman County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

### Scope of Work | "Waste Hauling for County-wide Residential Clean-up"

Kaufman County is participating in a County-wide Residential Clean-up and is requesting bids to contract for collection and disposal of the solid waste from this clean-up. The clean-up will run **May 3 & 4, 2019** and will be at the locations listed in this bid package. Bidders should review the attached list of locations, dates, and times. Bidders are not required to bid for each location. Bidders must use the bid form included but may provide attachments as desired. Awards of this contract will be based on the County's decision as to the best service at the best price. (This contract does NOT include the clean-up at those city locations where the City has a contract including annual clean-up). The following is a list of specifications upon which bids should be based. Questions may be directed to the Kaufman County Purchasing Agent's Office: 469-376-4523.

- (1.) Containers must be in place NO LATER THAN 2:00 p.m., Thursday, May 2, 2019 at each location and the final load must be removed from each location no later than Friday, May 10, 2019. Invoices for payment will not be released by the Purchasing Department until all canisters have been removed from said locations.
- (2.) Contractor must be capable of responding within a 2-hour notice at any site with the possibility of multiple hauls per day at all sites bid. Contractor must have sufficient drivers and containers dedicated to the clean-up and able to handle the number of hauls needed per location bid.
- (3.) Supervisors must be available on each location in order to address situations as they arise.
- (4.) Bids must be based on thirty (30) yard containers for comparison sake, even though forty (40) yard containers may be used if needed.
- (5.) The successful vendor must provide the Purchasing Department the name and telephone numbers of at least one contact person who can be reached daily during the clean-up.
- (6.) The County does not guarantee the number of loads to be hauled from each site.
- (7.) A receipt ("ticket") shall be given each time a haul is picked up. Each invoice will be reconciled with the tickets received by each location. Payment will not be authorized for receipts (tickets) not documented on-site.

Please contact County Commissioners' offices for information concerning time, date, and placement of containers:

Precinct #1	972-932-1285	Precinct #3	972-563-5362
Precinct #2	972-564-4054	Precinct #4	903-498-2013

## Bid Form

### County-wide Clean Up Sites

Site #	Site Location	Containers per Location
1	Precinct 1: Kaufman Trash Disposal & Recycling Center 400 Alton Street (closed landfill) Kaufman (Open 8:00 a.m. – 4:00 p.m. May 3&4, 2019)	12
2	Precinct 2: Maintenance Barn FM 2932 & FM 741 (N or I-20 & S of Forney) Forney (Open 8:00 a.m. – 4:30 p.m. May 3&4, 2019)	8
3	Precinct 3: 287 FM 429; ½ mile N of State Highway 80; west side of road Terrell (Open 8:00 a.m. – 4:30 p.m. May 3&4, 2019)	12
4	Precinct 4: Eco Station 6520 Plainview Dr; off of Highway 175 (Open 8:00 a.m. – 4:30 p.m. May 3&4, 2019)	8
5	Precinct 4: Crandall Trunk Street – across from FC AAP Animal Clinic (Open 8:00 a.m. – 4:30 p.m. May 3&4, 2019)	8

Location (Bid by Location)	Bid Price	Per Haul
Site #1: Pct. 1 Kaufman Trash Disposal & Recycling Center	\$	/haul
Site #2: Pct. 2 Maintenance Barn (FM 2932 & FM 741)	\$	/haul
Site #3: Pct. 3 (287 & FM 429, Terrell)	\$	/haul
Site #4: Pct. 4 (Eco Station; 6520 Plainview Dr. / Highway 175)	\$	/haul
Site #5: Pct. 4 (Crandall; Trunk Street, across from KC AAP Animal Clinic)	\$	/haul

### **Certification of Eligibility**

By submitting a bid or proposal in response to this solicitation, the bidder / proposer certifies that at the time of submission, he/she is **not** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid / proposal submission and time of award, the bidder / proposer will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Certification of Independent Price Determination

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

### BID CERTIFICATION

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Kaufman County of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company: \_\_\_\_\_

- a Corporation, incorporated under the laws of the State of \_\_\_\_\_
- a Partnership consisting of \_\_\_\_\_
- an Individual trading as \_\_\_\_\_

Having principal offices in the City of \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

### Bid Proposal Signature Form

The undersigned agrees this bid becomes the property of Kaufman County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself / herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items / services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid / Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Kaufman County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Kaufman County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United State, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tx. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. **Failure to sign and return this form will result in the rejection of the entire bid.**

Signature: \_\_\_\_\_

Company Name:			
Address:			
City, State, Zip:			
Phone	Office:	Fax:	
	Cell:	Email:	
Printed Name:			
Job Title:			

### Certification and Representations MWBE Status

\_\_\_\_\_ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNER BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

A copy of the certification from \_\_\_\_\_ is attached.

**\*\* NOTE \*\***

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Kaufman County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.



## MEMORANDUM

**To:** Vendors of Kaufman County, Texas

**From:** Raylan Smith, Purchasing Agent

**Re:** Conflict of Interest Form (CIQ)

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**Vendor:**

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Kaufman County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Kaufman County Purchasing Department at (469) 376-4523.

Original, completed forms should be sent / mailed to the Kaufman County Purchasing Department and/or emailed to [purchasing@kaufmancounty.net](mailto:purchasing@kaufmancounty.net) and should be included, if applicable, in your response.

**Kaufman County Purchasing Department  
100 N. Washington Street  
Kaufman, Texas 75142**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

***Applicable Law:***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County (County Clerk) no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**Selected vendor will be required to complete 1295 form prior to contract award**

**Kaufman County Commissioner**  
**Receipt | Transfer | Disposal of County Owned Assets**

Commissioner Court Meeting Date	Department	Asset Number	Asset Description	Receipt   Transfer   Disposal TYPE
03/06/2019	CONST PCT #3	3064	2009 FORD CROWN VICTORIA - GRAY	AUCTION
03/06/2019	CONST PCT #3	3125	2006 FORD CROWN VICTORIA - WHITE	AUCTION
03/06/2019	KSO	5554	2006 FORD F150 4X4	AUCTION
03/06/2019	KSO	6734	2007 CHEVROLET IMPALA	AUCTION
03/06/2019	KSO	7113	2008 FORD CROWN VICTORIA	AUCTION
03/06/2019	KSO	9560	2012 CHEVROLET TAHOE	AUCTION
03/06/2019	KSO	9561	2012 CHEVROLET TAHOE	AUCTION
03/06/2019	KSO	9563	2012 CHEVROLET TAHOE	AUCTION
03/06/2019	KSO	10870	2011 FORD CROWN VICTORIA	AUCTION
03/06/2019	KSO	11019	2012 CHEVROLET TAHOE	AUCTION
03/06/2019	KSO	10768	SHREDMASTER 2260X	DISPOSAL
03/06/2019	R&B #2	MF12119	BOOM - DIAMOND MOWER	AUCTION
03/06/2019	R&B #2	3540	CULVERT PIPE TRAILER	AUCTION
03/06/2019	R&B #2	4738	2002 FERGUSON STEEL WHEEL ROLLER	AUCTION
03/06/2019	R&B #2	108-9923	1991 INTERNATIONAL 6-YD DUMP TRUCK	AUCTION
03/06/2019	R&B #4	8317	LOWE 3600 E AUGER HYDRAULIC	AUCTION
03/06/2019	R&B #4	8311	1995/1996 FREIGHTLINER	AUCTION
03/06/2019	R&B #4	12172	DURA PATCHER 125DJT	AUCTION
03/06/2019	R&B #4	12468	DURA PATCHER 125DJT	AUCTION
03/06/2019	R&B #4	8200	2007 DODGE QUAD CAB PICKUP	AUCTION
03/06/2019	R&B #4	8201	2007 DODGE QUAD CAB PICKUP	AUCTION
03/06/2019	R&B #4	6465	CLUB CART GOLF CART	AUCTION
03/06/2019	R&B #4	7927	TAILGATE SPREADER TGC18	AUCTION
03/06/2019	R&B #4	8219	INGRAM ROLLER	AUCTION
03/06/2019	R&B #4	12187	2006 FERGUSON 46A ROLLER	AUCTION
03/06/2019	R&B #4	6455	2007 JOHN DEER 42" MOWER	AUCTION
03/06/2019	R&B #4	7692	1997 INGRAM PNEUMATIC RUBBER TIRE ROLLER	AUCTION
03/06/2019	R&B #4	7776	1998 JOHN DEER BACKHOE 410E	AUCTION
03/06/2019	R&B #4	11456	DIAMOND DITCHER	AUCTION
03/06/2019	R&B #4	A650336	LINCOLN WELDER	AUCTION
03/06/2019	R&B #4	10354	BAGER EXCAVATOR	AUCTION
03/06/2019	R&B #4	11479	ASPHALT ZIPPER / TRAILER (DUAL AXLE)	AUCTION
03/06/2019	S CAMPUS / SURPLUS	2320	DELL CPU	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	2235	DELL CPU	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	2321	DELL CPU	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	1738	DELL CPU	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	3635	DELL CPU	DISPOSAL - RECYCLE

**Kaufman County Commissioner**  
**Receipt | Transfer | Disposal of County Owned Assets**

Commissioner Court Meeting Date	Department	Asset Number	Asset Description	Receipt   Transfer   Disposal T Y P E
03/06/2019	S CAMPUS / SURPLUS	2283	DESKTOP SCANNER	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	10501	BROTHER PRINTER	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	3467	PROJECTOR	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	3954	TOSHIBA LAPTOP	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	6929	DELL LAPTOP	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	4569	PANASONIC LAPTOP	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	4172	COMPAZ LAPTOP	DISPOSAL - RECYCLE
03/06/2019	S CAMPUS / SURPLUS	4552	PANASONIC LAPTOP	DISPOSAL - RECYCLE