

Mike Hunt
Commissioner Precinct 1

Skeet Phillips
Commissioner Precinct 2



Hal Richards
County Judge

Terry Barber
Commissioner Precinct 3
FILED FOR RECORD
KAUFMAN CO. TEXAS

2019 JUN - 7 PM 1:28

Ken Cates
Commissioner Precinct 4
LAURA A. HUGHES
COUNTY CLERK

BY:  **DEPUTY**

NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, June 12, 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 May 29, 2019, May 30, 2019, June 4, 2019, June 5, 2019 and June 6, 2019.
 - B. **Discuss/Consider** accepting Star Transits Ridership Reports for the month of May 2019 and 3rd Quarter Reports.
3. **John Polster**; Discuss/Consider approval of the ROW Advanced Funding Agreement for the FM 148 Bypass Project between Kaufman County and TxDOT in the amount of \$258,390.10.
4. **John Polster**; Discuss/Consider approval of the ROW Advanced Funding Agreement for the SH 243 at FM 2515 and FM 2727 Intersections Improvements Project between Kaufman County and TxDOT in the estimated amount of \$805,580.00
5. **John Polster**; Discuss/Consider approval of the ROW Advanced Funding Agreement for the SH 205 Project between Kaufman County and TxDOT in the amount of \$934,255.40.
6. **Chelsea Endicott**; Discuss/Consider motion to Approve Preliminary Plat for Windmill Farms Phase 4D-2.
7. **Monique Hunter**; Discuss/Consider motion to accept Development Services Quarterly Report for January through March of 2019.
8. **Raylan Smith**; Discuss/Consider purchase of Kubota MS-111 HDC in the amount of \$49,900 for Pct. 3.
9. **Raylan Smith**; Discuss/Consider the purchase of a 2020 Peterbilt Model 348 in the amount of \$123,726.62 from Rush Truck Center, utilizing Buyboard Contract #521-16 for Pct. 2.
10. **Raylan Smith**; Discuss/Consider Courthouse Annex Exterior Improvement Project.
11. **Present/Accept** Auditor's Monthly Report for May 2019.
12. **Discuss/Consider** approving payroll and benefits.

13. **Discuss/Consider** line item transfers.
14. **Discuss/Consider** claims for payment.
15. **Motion to Adjourn Regular Meeting** and enter into Budget Workshop.

Budget Workshop:

To discuss the FY 2019-2020 Budget; and possibly meet with the following departments; Indigent Health Care, Purchasing, District Clerk, Public Works, Fire Marshal, Human Resource, Constable Precinct 1,2,3 and 4, Justice of the Peace Precinct 1,2,3 and 4, Facilities Department, Library budgets, Adult Probation, Development Services, Treasurer, County Court at Law, County Court at Law #2, Veterans Service Office, Auditor, County Clerk, District Attorney, Sheriff's Department, Public Defender, Emergency Management, Project Manager, 86th District Court, 422nd District Court, Telecommunications Department, Senior Connect, IT Department, Emergency Children's Shelter, Juvenile Probation, and any other departments/agencies who receive funding from Kaufman County.

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

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

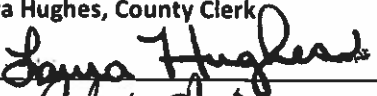

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in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

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

Signed this the 7th day of June, 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 at a place readily accessible to the general public at all times on the 7th day of June, 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 

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

**COMMISSIONERS COURT
SPECIAL MEETING
MAY 29, 2019**

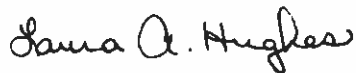
BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Special Meeting at 11:30 A.M. at the Kaufman County Emergency Children's Shelter, 4090 South Houston Street, Kaufman, Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Terry Barber**, Commissioner Precinct 3; **Ken Cates**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

SPECIAL MEETING

There came on to be a Special Meeting to attend the Kaufman County Emergency Children's Shelter Lunch and Tour.

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
MAY 30, 2019**

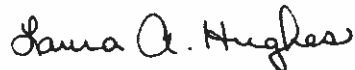
BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Special Meeting at 6:00 P.M. at the Emergency Operations Center (EOC), 2125 South Houston Street, Kaufman Texas with the following members present: **Hal Richards**, County Judge; **Ken Cates**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

SPECIAL MEETING

There came on to be a Special Meeting to attend the Open Meeting Act Training/Meet and Greet.

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
WORKSHOP / SPECIAL MEETING
MAY 30, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop / Special Meeting at 8:40 A.M. in Kaufman County Courthouse Annex, Commissioners Courtroom, Kaufman, Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Terry Barber**, Commissioner Precinct 3; **Ken Cates**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

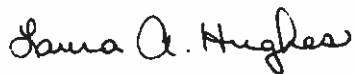
BUDGET WORKSHOP

To discuss the proposed FY 2019-2020 Budget and meet with the following departments:

Indigent Health Care, Development Services, District Clerk, Fire Marshal, Human Resource, Constable Precinct 1, Constable Precinct 2, Constable Precinct 3, Constable Precinct 4, Justice of the Peace Precinct 1, Justice of the Peace Precinct 2, Justice of the Peace Precinct 3, Justice of the Peace Precinct 4, Facilities Management, Kaufman County Library, Adult Probation, Treasurer, County Court at Law, and any other departments/agencies who receive funding from Kaufman County.

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
WORKSHOP / SPECIAL MEETING
JUNE 4, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop / Special Meeting at 8:40 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: Absent; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Ken Cates**, Commissioner Precinct No. 4; **Laura Hughes**, County Clerk.

BUDGET WORKSHOP

To discuss the proposed FY 2019-2020 Budget and meet with the following departments:

County Court at Law #2, Veterans Services, Auditor, County Clerk, District Attorney, 422nd District Court, Sheriff's Department, 86th District Court, Public Defender, Emergency Management, Project Manager, Information Technology, Emergency Children's Shelter, Senior Connect, Tax Assessor-Collector, and any other departments/agencies who receive funding from Kaufman County.

MOTION TO ADJOURN

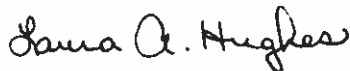
There came on to be a motion to adjourn.

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.

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
WORKSHOP MEETING
JUNE 5, 2019**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Workshop Meeting in the Kaufman County Courthouse Annex, Commissioners Courtroom, Kaufman Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct 1: Absent; **Skeet Phillips**, Commissioner Precinct 2; **Terry Barber**, Commissioner Precinct 3; **Ken Cates**, Commissioner Precinct 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. Accept Commissioners Court Meeting Minutes for May 29, 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.

LEEVE / DAM REPAIR DISCUSSION

9. There came on to be a discussion on repairing / rehabilitating Lower East Fork Laterals (LEFL) Sites 9 and 10 in the Warsaw Community and the financial impact on Kaufman County.

LEEVE DISTRICT DISCUSSION

10. There came on to be a discussion on reappointment of Levee Improvement District Number 6 Board Members and reimbursement of expenses for Levee repairs made in 2016 and 2017.

SOLID WASTE MANAGEMENT DISCUSSION

3. There came on to be a discussion on the need for a Solid Waste Management plan.

DISCUSSION ON CULVERT POLICY

4. There came on to be a discussion on creating a County-wide Culvert Policy.

DISCUSSION ON AMENDING PUBLIC NUISANCE ABATEMENT PROCEDURES

5. There came on to be a discussion on an Order Amending the Kaufman County Public Nuisance Abatement Procedures.

MOTION TO APPROVE AGREEMENT

6. There came on to be a motion to approve an Interlocal Agreement between Kaufman County and the City of Kemp for sale of Municipal Land to Kaufman County, as written by District Attorney's office.

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 SETTLEMENT

7. There came on to be a motion to accept a Settlement for roadway damage regarding the Ennis Pipeline Project from Garney Construction.

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.

MOTION TO APPROVE MOVING SHERIFF OFFICE POSITION

8. There came on to be a motion to approve moving George York to position of Forensic Investigator from CID Investigator, because of classification of position; salary schedule under Texas Local Government Code §152.071.

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 ANNUAL FINANCIAL REPORT DRAFT

11. There came on to be a motion to accept the Draft of the 2018 Kaufman County Annual Financial Report.

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.

MOTION TO APPROVE LINE ITEM TRANSFERS

12. 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

13. There came on to be a motion to approve Claims for Payment for \$684,950.06.

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 ADJOURN

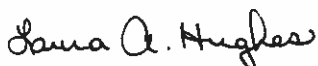
14. There came on to be a motion to adjourn.

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.

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
JUNE 6, 2019**

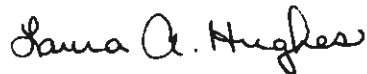
BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Special Meeting at the Terrell Municipal Airport, located on 400 British Flying School Blvd., Terrell, Texas with the following members present: **Hal Richards**, County Judge; **Mike Hunt**, Commissioner Precinct No. 1 Absent; **Skeet Phillips**, Commissioner Precinct No. 2; **Terry Barber**, Commissioner Precinct No. 3; **Ken Cates**, Commissioner Precinct No. 4 Absent; **Laura Hughes**, County Clerk.

SPECIAL MEETING

There came on to be a Special Meeting to attend the Kaufman County Transportation Coalition Meeting.

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 black ink that reads "Laura A. Hughes". The signature is written in a cursive, flowing style.

Laura Hughes, County Clerk

June 5, 2019

To: City of Terrell

From: Ashley Berryhill, Grant Director

Re: May 2019 Loop #803 Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
MAY	22	148

Non-Service Days: May 27th

SERVICE INFORMATION:

Trips	148
Vehicle Revenue Miles (VRM)	3,096
Vehicle Service Miles (VSM)	3,235
Vehicle Deadhead Miles (VDH)	139

STOP UTILIZATION INFORMATION:

STOP NUMBER(S)	STOP DESCRIPTION	TOTAL PICK UP AND DROP OFFS
14	WALMART	112
7	TERRELL SENIOR TERRACES	109
2	DOLLAR GENERAL	11

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF MAY:

#803	May-19																							
Stop #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Stop Usage	2	11	1	3	2	2	109	10	0	10	3	3	3	112	4	0	1	0	1	8	0	7	0	4

FY 2019 TOTAL THE LOOP #803 TRIPS TO DATE- 626



The Loop #803 Stop Utilization Detail

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF MAY:

#803	May-19																																																		
Step #	1	1	2	2	3	3	4	4	5	5	6	6	7	7	8	8	9	9	10	10	11	11	12	12	13	13	14	14	15	15	16	16	17	17	18	18	19	19	20	20	21	21	22	22	23	23	24	24			
PU/ DO	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	
PU/ DO Total	1	1	9	2	0	1	2	1	2	0	1	1	57	52	2	8	0	0	5	5	2	1	2	1	2	1	55	57	0	4	0	0	1	0	0	1	0	0	1	5	3	0	0	3	4	0	0	0	4	0	4
Stop Usage	2	11			1	3	2	2	2	2	109	10	0	0	10	0	0	0	10	3	3	3	3	3	3	3	112	4	0	0	1	0	1	0	1	8	1	0	0	0	7	0	0	4	0	4	0	4			

	5/1 - 5/3	5/6 - 5/10	5/13 - 5/17	5/20 - 5/24	5/27 - 5/31
803A	12	18	7	21	8
803B	20	26	7	18	11
	32	44	14	39	19
					148

June 3, 2019

To: City of Kaufman

From: Ashley Berryhill, Grant Director

Re: May 2019 Kaufman Trolley #701 Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
MAY	21	333

Non-Service Days: May 27th

SERVICE INFORMATION:

Trips	333
Vehicle Revenue Miles (VRM)	3,181
Vehicle Service Miles (VSM)	3,235
Vehicle Deadhead Miles (VDH)	54

STOP UTILIZATION INFORMATION:

STOP NUMBER(S)	STOP DESCRIPTION	TOTAL PICK UP AND DROP OFFS
10 & 22	WALMART	222
5	WASHINGTON @ HICKORY	74
13 & 25	7 TH ST @ DALLAS ST	68

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF MAY:

May-19																
Stop #	1 15 27	2	3	4	5	6-18	7-19	8-20	9-21	10-22	11-23	12-24	13-25	14-26	16	17
Stop Usage	45	12	1	3	74	33	15	8	46	222	63	10	68	27	0	22

FY 2019 TOTAL KAUFMAN TROLLEY TRIPS TO DATE- **2,749**
(SEPTEMBER 1, 2018 –AUGUST 31, 2019)

PRIOR YEAR MAY KAUFMAN TROLLEY TRIP TOTAL – 371 (10% DECREASE)



Kaufman Trolley #701 Stop Utilization Detail

BELOW IS THE STOP USAGE SUMMARY FOR THE MONTH OF MAY:

May-19																																					
Stop #	1-15	27	1	15	27	2	3	3	4	4	5	5	6-18	6-18	7-19	7-19	8-20	8-20	9-21	9-21	10-22	10-22	11-23	11-23	12-24	12-24	13-25	13-25	14-26	14-26	15-27	15-27	16	16	17	17	
PU/ DO																																					
PU/ DO Total	21	24	8	4	0	1	2	1	40	34	19	14	9	6	3	5	17	29	111	111	32	31	1	9	36	32	11	16	0	0	11	11	12	5	5	5	
Stop Usage	45		12		1		3		74		33		15		8	46		222		63			10		68		27		0	0	22	22			17	17	

	5/1 - 5/3	5/6 - 5/10	5/13 - 5/17	5/20 - 5/24	5/27 - 5/31
701A	21	22	42	29	32
701B	33	52	30	32	40
	54	74	72	61	72
					333

June 5, 2019

To: Kaufman County

From: Ashley Berryhill, Grant Director

Re: May 2019 Demand and Response Ridership Report

TRIP INFORMATION:

MONTH	NO. OF SERVICE DAYS	TRIPS
MAY	22	7,286

Non-Service Days: May 27th

	Trip Origin Total
COTTONWOOD	0
COMBINE	4
CRANDALL	48
FORNEY	582
GRAYS PRARIE	21
GUN BARRELL	0
HEARTLAND	42
KAUFMAN	645
KEMP	9
MABANK	66
OAK GROVE	23
OAK RIDGE	0
POST OAK	0
ROSSER	8
SCURRY	32
TERRELL	1,278
MOD	93
<i>Subtotal</i>	<i>2,851</i>
Terrell Senior Terraces	45
Terrell State Hospital	4,435
KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	7,286
NO SHOW & CANCELS	949

FY 2019 TOTAL DEMAND RESPONSE RIDES TO DATE – 30,967

PRIOR YEAR MAY 2018 TRIP TOTAL = 5,571 (31% INCREASE)



D/R-KAUFMAN COUNTY	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
CHARTER	0	0	0	0	0	0	0	0	0	0	0	0	0

(UPT) Unlinked Passenger Trips	2,924	3,351	2,765	2,365	2,780	2,533	2,685	2,831	2,851				25,085
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EDU	12	31	31	32	63	32	12	4	4				221
GOV	13	10	7	11	10	12	8	17	22				110
MDE	389	508	408	307	415	275	280	257	163				3,002
MED	580	784	610	516	703	607	646	674	688				5,808
NUR	0	0	0	0	0	0	0	0	0				0
NUT	364	430	330	307	346	291	350	319	398				3,135
OTH	1,120	880	847	637	661	727	737	858	829				7,296
SHP	162	325	182	264	241	192	166	205	234				1,971
WORK	284	383	350	291	341	397	486	497	513				3,542
	2,924	3,351	2,765	2,365	2,780	2,533	2,685	2,831	2,851	0	0	0	25,085

KAUF DR TOTAL (+TSH Charter)	4,947	5,825	5,348	4,517	5,313	4,950	4,972	6,465	7,286	0	0	0	30,967
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CONTRACTED SERVICES	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
Charter	0	0	0	0	0	0	0	0	0				0
Terrell State Hospital	2,023	2,474	2,583	2,056	2,365	2,318	2,287	3,634	4,435				24,175
Terrell Senior Terraces	96	126	102	78	120	48	40	36	45				691
Medicaid	389	508	408	307	415	275	280	257	163	0	0	0	3,002
5310-KC- Kaufman	122	137	97	124	121	117							718
AAA-Title III B - Kaufman	560	677	532	512	535	488	573	554	571				5,002
Nursing Home Contracts	0	5	0	0	0	0	0	0	0				5
	3,190	3,927	3,722	3,077	3,556	3,246	3,180	4,481	5,214	0	0	0	33,593

Adjusted Trip Total	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
	1,757	1,898	1,626	1,434	1,757	1,704	1,792	1,984	2,072	0	0	0	10,205

*Trip Totals without Contracted Services

ELDERLY AND DISABLED	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
> = 60	1,346	1,737	1,377	1,203	1,450	1,315	1,542	1,446	1,469				12,885
DIS <60	545	597	479	443	470	446	451	493	524				4,448
E & O	1,891	2,334	1,856	1,646	1,920	1,761	1,993	1,939	1,993	0	0	0	17,333
% of Trip Total	38%	40%	35%	36%	36%	36%	40%	30%	27%	#DIV/0!	#DIV/0!	#DIV/0!	

GENERAL PUBLIC	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
% of Total	3,190	3,927	3,722	3,083	3,556	3,246	3,180	4,481	5,214	0	0	0	20,762
	64%	67%	70%	68%	67%	66%	64%	69%	72%	#DIV/0!	#DIV/0!	#DIV/0!	

Can/NoShow	1,184	1,325	1,181	1,178	1,247	854	936	1,041	949				9,895
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County Subscription Trips	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	TOTALS
Percent Subs of Total Trips	1,019	1,100	886	857	941	899	979	1,004	1,047				8,732
SUBS Can/NoShow	339	361	410	379	381	212	196	300	339				2,917

DENIALS	248	308	209	201	232	122	165	164	113				1,762
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June 5, 2019

To: City of Terrell

From: Ashley Ando, Grant Director

RE: STAR Transit Third Quarter FY2019 Loop #803 Ridership Report

TOTAL TRIPS FOR 3RD QUARTER = 399

Days of Service: March 1, 2019 – May 31, 2019, 64 Service Days

Holidays: 2 Days

April 19

May 27

MONTH	NO. OF SERVICE DAYS	TRIPS
MARCH	21	112
APRIL	21	139
MAY	22	148
	64	626

	3Q SERVICE TOTALS
Unlinked Passenger Trips (UPT)	399
Vehicle Deadhead Hours (VDH)	64
Vehicle Revenue Hours (VRH)	599
Vehicle Service Hours (VSH)	663
Vehicle Deadhead Miles (VDM)	415
Vehicle Revenue Miles (VRM)	8,962
Vehicle Service Miles (VSM)	9,376
Days of Service	64
Number of Holidays	2
Number of Bad Weather Days	0
Major Vehicle Breakdowns	0
Minor Vehicle Breakdowns	0
Number of Safety or Security Incidents	0

FY 2019 TOTAL RIDES TO DATE- 626

June 5, 2018

TO: Kaufman County

FROM: Ashley Berryhill, Grant Director

Re: STAR Transit Third Quarter FY 2019 Demand Response

TOTAL TRIPS FOR 3RD QUARTER = 8,144

Days of Service: March 1, 2019 – May 31, 2019, 64 Service Days

Holidays: 2 Days

April 19

May 27

MONTH	NO. OF SERVICE DAYS	TRIPS
MARCH	21	2,841
APRIL	21	2,831
MAY	22	2,851
	64	8,144

D/R-KAUFMAN COUNTY	Mar-19	Apr-19	May-19	TOTAL
(UPT) Unlinked Passenger Trips	2,841	2,831	2,851	8,523
COTTONWOOD	0	0	0	0
COMBINE	4	4	4	12
CRANDALL	39	51	48	138
FORNEY	545	586	582	1,713
GRAYS PRARIE	38	24	21	83
GUN BARRELL	10	10	0	20
HEARTLAND	53	22	42	117
KAUFMAN	630	622	645	1,897
KEMP	37	46	9	92
MABANK	36	61	66	163
OAK GROVE	24	25	23	72
OAK RIDGE	0	0	0	0
POST OAK	2	7	0	9
ROSSER	9	10	8	27
SCURRY	5	26	32	63
TERRELL	1,253	1,216	1,278	3,747
MOD	156	121	93	370
	2,841	2,831	2,851	8,523
KAUF DR TOTAL (+TSH, Charter)	4,972	6,465	7,286	18,723



CONTRACTED SERVICES	Mar-19	Apr-19	May-19	TOTAL
Charter	0	0	0	0
Terrell State Hospital	2,287	3,634	4,435	10,356
Terrell Senior Terraces	40	36	45	121
Medicaid	297	257	163	717
5310-KC- Kaufman	0	0	0	0
AAA-Title III B - Kaufman	573	554	571	1,698
Nursing Home Contracts	0	0	0	0
CONTRACTED SERVICES	2,624	3,927	4,643	11,194
Adjusted Trip Total	Mar-19	Apr-19	May-19	TOTAL
General Public	1,775	1,984	2,072	5,831
	*Trip Totals without Contracted Services			
ELDERLY AND DISABLED	Mar-19	Apr-19	May-19	TOTAL
> = 60	1,542	1,446	1,469	4,457
DIS <60	451	493	524	1,468
E & D	1,993	1,939	1,993	5,925
% of Adjusted Trip Total	40%	30%	27%	
Cancel or NoShow Trips	165	164	113	442

Prior Year FY2018 3Q Total Rides – 15,924 (17% Increase)



June 5, 2019

To: City of Kaufman

From: Ashley Ando, Grant Director

RE: STAR Transit Third Quarter FY2019 Kaufman Trolley Ridership Report

TOTAL TRIPS FOR 3RD QUARTER = 1,041

Days of Service: March 1, 2019 – May 31, 2019, 64 Service Days

Holidays: 2 Days

April 19

May 27

MONTH	NO. OF SERVICE DAYS	TRIPS
MARCH	21	302
APRIL	21	406
MAY	22	333
	64	1,041

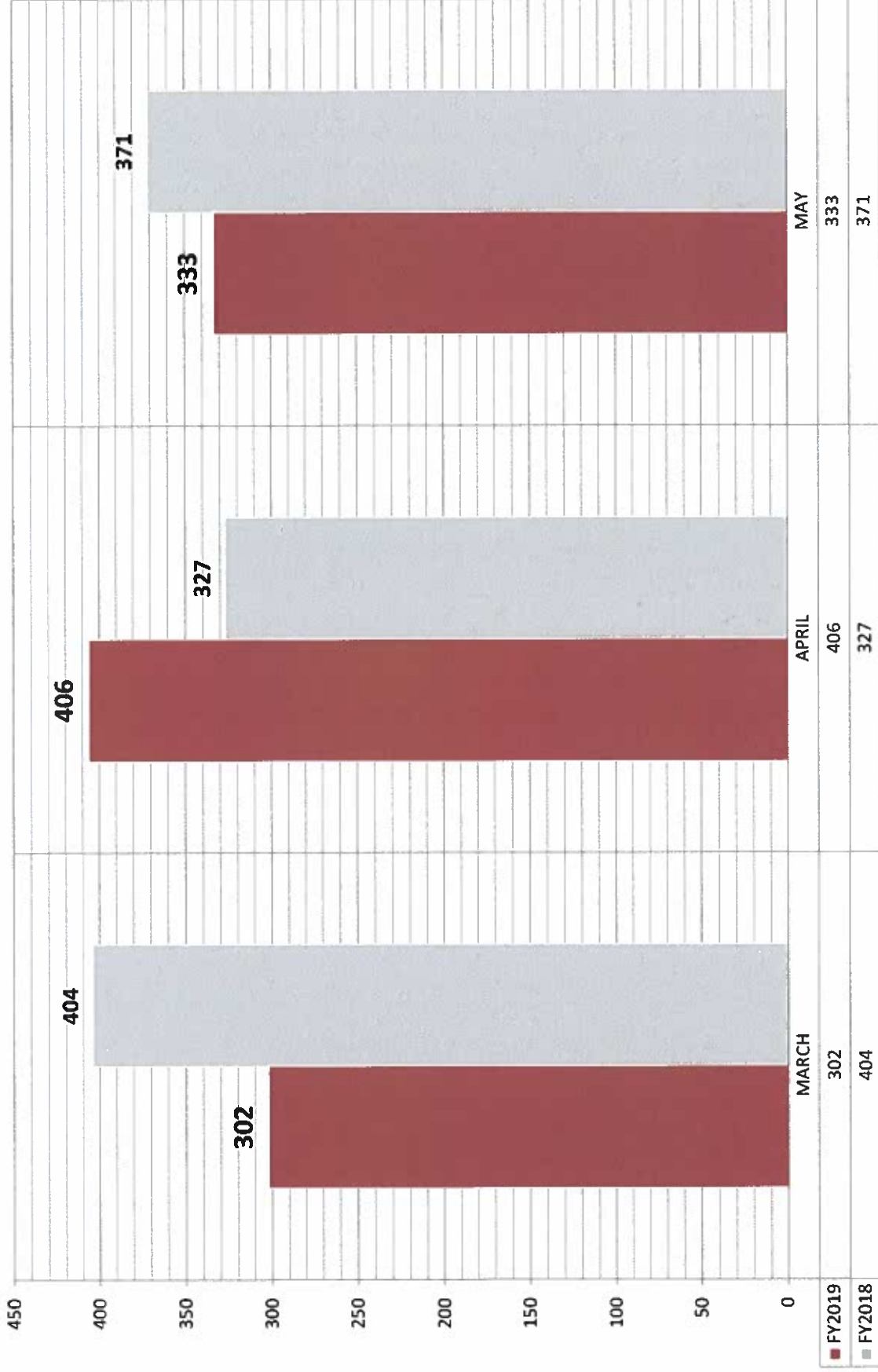
	3Q SERVICE TOTALS
Unlinked Passenger Trips (UPT)	1,041
Vehicle Deadhead Hours (VDH)	64
Vehicle Revenue Hours (VRH)	771
Vehicle Service Hours (VSH)	835
Vehicle Deadhead Miles (VDM)	214
Vehicle Revenue Miles (VRM)	9,248
Vehicle Service Miles (VSM)	9,462
Days of Service	64
Number of Holidays	2
Number of Bad Weather Days	0
Major Vehicle Breakdowns	0
Minor Vehicle Breakdowns	0
Number of Safety or Security Incidents	0

FY 2019 TOTAL RIDES TO DATE- 2,749

PRIOR YEAR FY 2018 3RD QUARTER TOTAL RIDES = 1,102 (6% DECREASE)



3RD QUARTER RIDERSHIP COMPARISON OF FY19 TO FY18



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STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

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

WITNESSETH

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

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

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 148 from South of FM 3039 to US 175, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

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

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

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

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

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AGREEMENT

1. Agreement Period

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

2. Termination

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

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

3. Local Project Sources and Uses of Funds

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

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

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

4. Real Property in Lieu of Monetary Payment

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

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

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

5. Amendments

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

6. Notices

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

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

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

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7. Remedies

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

8. Legal Construction

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

9. Responsibilities of the Parties

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

10. Compliance with Laws

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

11. Sole Agreement

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

12. Ownership of Documents

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

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13. Inspection of Books and Records

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

14. State Auditor

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

15. Procurement and Property Management Standards

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

16. Civil Rights Compliance

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

17. Applicability of Federal Provisions

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

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

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

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19. Disadvantaged Business Enterprise (DBE) Program Requirements

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

20. Debarment Certification

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

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

21. Lobbying Certification

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

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

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22. Federal Funding Accountability and Transparency Act Requirements

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

23. Single Audit Report

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

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24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

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

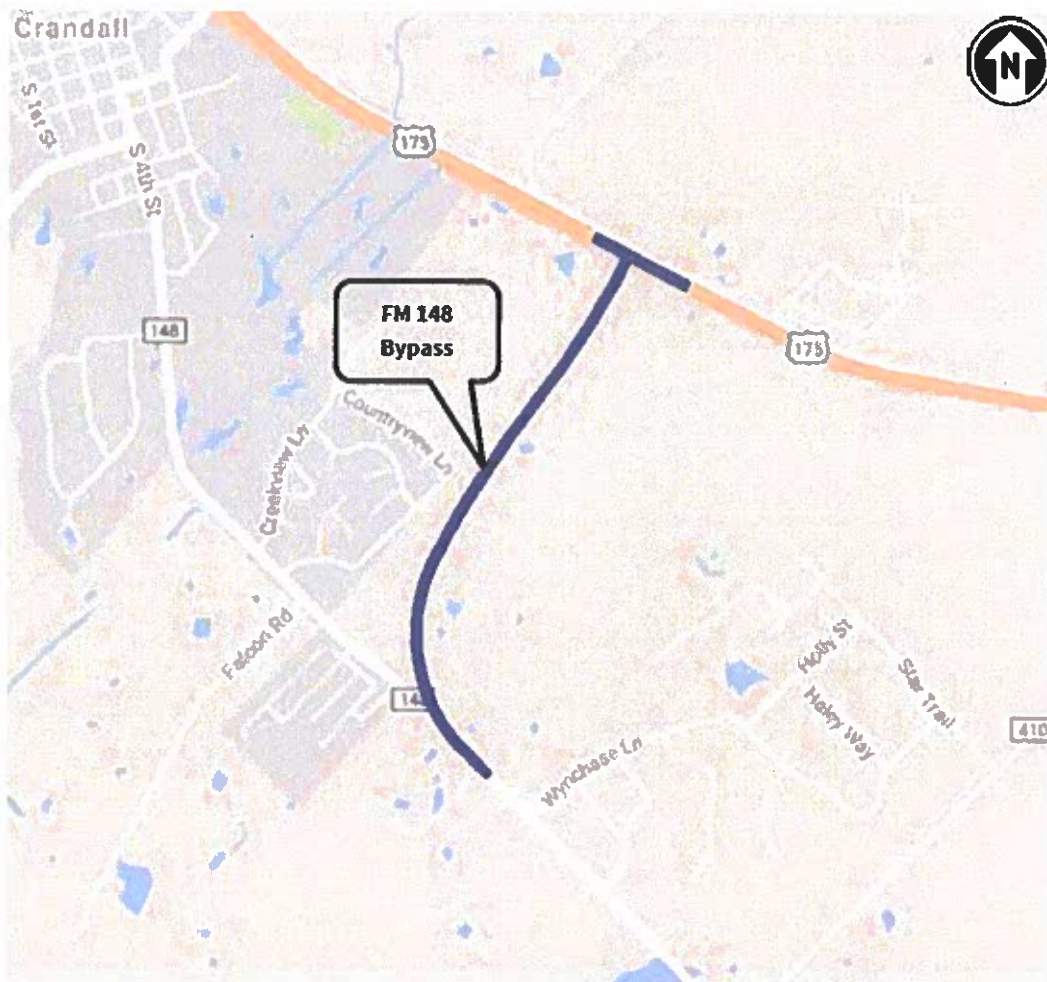
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

County Kaufman
District Dallas
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ATTACHMENT B LOCATION MAP SHOWING PROJECT



County Kaufman
District Dallas
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County	Kaufman
District	Dallas District
ROW CSJ #	0751-05-002
CCSJ #	0751-05-001

Federal Project #	
CFDA Title: <u>Highway Planning and Construction</u>	
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**Standard Agreement to Contribute
State Performs Work
Attachment C**

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$2,382,901.00	90.0%	\$2,144,610.90	10.0%	\$238,290.10	100.0%
Reimbursable Utility Adjustments	\$201,000.00	90.0%	\$180,900.00	10.0%	\$20,100.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$2,583,901.00		\$2,325,510.90		\$258,390.10	

Fixed Amount

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

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Code Chart 64 #	50130
Project Name	SH 243
Limits:	At FM 2515 and FM 2727
County	Kaufman

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

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

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement generally described as intersection improvements along SH 243 at FM 2515 and FM 2727; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as intersection improvements to include roadside signs, widening the intersection and adding a westbound left-turn lane from SH 243 to FM 2515; and widening the intersection, adding an eastbound left-turn lane from SH 243 to FM 2727, adding a southbound right turn lane and roadside signs from FM 2727 to SH 243 along SH 243 at FM 2515 and FM 2727, in Kaufman County (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

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

CSJ #	0522-01-023
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Code Chart 64 #	50130
Project Name	SH 243
Limits:	At FM 2515 and FM 2727
County	Kaufman

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

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

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6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

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

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

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

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

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

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

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14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

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

18. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Mohamed K. Bur, P.E.
Dallas District Engineer
Texas Department of Transportation

Hal Richards
County Judge
Kaufman County

Date:

Date:

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Attachment A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will be responsible for 100% of the construction item costs and overruns for the State to construct intersection improvements to include roadside signs, widening the intersection and adding a westbound left-turn lane from SH 243 to FM 2515; and widening the intersection, adding an eastbound left-turn lane from SH 243 to FM 2727, adding a southbound right turn lane and roadside signs from FM 2727 to SH 243 along SH 243 at FM 2515 and FM 2727, in Kaufman County

The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participa tion		State Participation		Local Participation	
Construction – (by State)	\$805,580	0%	\$0	0%	\$0	100%	\$805,580
Direct State Costs Cnst. @ 10.79%	\$86,922	0%	\$0	100%	\$86,922	0%	\$0
Indirect State Costs at @ 5.33%	\$42,937	0%	\$0	100%	\$42,937	0%	\$0
TOTAL	\$935,439		\$0		\$129,859		\$805,580

Total Estimated Local Government Participation = \$805,580

Total Estimated Payment by the Local Government to the State on full execution of this Agreement = \$805,580

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

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Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

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

WITNESSETH

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

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

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. SH 205 from US 80 in Terrell to South of FM 548, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

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

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

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

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

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AGREEMENT

1. Agreement Period

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

2. Termination

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

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

3. Local Project Sources and Uses of Funds

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

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

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

4. Real Property in Lieu of Monetary Payment

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

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

5. Amendments

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

6. Notices

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

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

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

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7. Remedies

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

8. Legal Construction

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

9. Responsibilities of the Parties

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

10. Compliance with Laws

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

11. Sole Agreement

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

12. Ownership of Documents

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

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

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

15. Procurement and Property Management Standards

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

16. Civil Rights Compliance

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

17. Applicability of Federal Provisions

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

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

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

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

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

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

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County Kaufman
District Dallas
ROW CSJ # 0451-02-030
CCSJ # 0451-02-028
Federal Project #: - - -
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

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

24. Signatory Warranty

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

County Kaufman
District Dallas
ROW CSJ # 0451-02-030
CCSJ # 0451-02-028
Federal Project #: - - -
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

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

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

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

Date

County Kaufman
District Dallas
ROW CSJ # 0451-02-030
CCSJ # 0451-02-028
Federal Project #: ---
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



County Kaufman
District Dallas
ROW CSJ # 0451-02-030
CCSJ # 0451-02-028
Federal Project #: - - -
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County	Kaufman
District	Dallas District
ROW CSJ #	0451-02-030
CCSJ #	0451-02-028

Federal Project #	
CFDA Title: <u>Highway Planning and Construction</u>	
FHWA CFDA # 20.205	
Federal Highway Administration	
Not Research and Development	

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

Description	Total Estimated Cost	Participation				Total % (should be 100%)
		State		Local		
		%	Cost	%	Cost	
Right of Way Acquisition	\$7,342,554.00	90.0%	\$6,608,298.60	10.0%	\$734,255.40	100.0%
Reimbursable Utility Adjustments	\$2,000,000.00	90.0%	\$1,800,000.00	10.0%	\$200,000.00	100.0%
Joint Bid - Reimbursable Utility Adjustments						0.0%
TOTAL	\$9,342,554.00		\$8,408,298.60		\$934,255.40	

Fixed Amount

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



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	3 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 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 = \$ _____
Final Inspection(s)	<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: \$ 400		← Total Paid must include LF if used	

B. DESCRIPTION OF PROPERTY		LOCATED IN COMMISSIONER PCT. <u>Phillips</u>	
Sub Division Name: <u>Windmill Farm 4D Ph2</u>			
Total No of Acres <u>70.855</u>	Total No of Lots <u>201</u>	<u>194 SF / 505 / 1 Ft / 1 Rwy</u>	
Minimum Lot Size <u>6000</u>	Average Lot Size <u>7100</u>		
Road Name + Length _____	Road Name + Length _____		
Road Name + Length _____	Road Name + Length _____		
Type of Road: <input checked="" type="checkbox"/> Portland Cement <input type="checkbox"/> Hot Mix Asphaltic	In City ETJ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Property Location: <u>Corner of FM 540 + Windmill Farm - Blue</u>	City Approval Included? <input type="checkbox"/> Yes <input type="checkbox"/> 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

☒ EQK Bridgman Plzco, Inc
 Name _____
1603 LBJ Fwy # 300
 Address _____
Dallas TX 75234
 C/Z/S _____
214-912-7360
 Phone _____

2. Construction Engineer Information

☒ BGE- Jason Frey
 Name _____
2595 Dallas Pkwy # 101
 Address _____
Frisco TX 75034
 C/Z/S _____
972-464-4821
 Phone _____

3. Surveyor Information

☒ BGE David McCallah
 Name _____
2595 Dallas Parkway # 101
 Address _____
Frisco TX 75034
 C/Z/S _____
972-464-4831
 Phone _____

4. Application Submitted By:

☐ Owner/Developer ☒ Const Engineer ☐ Surveyor

Signature Jason Frey
 Printed Name Jason Frey
 Date Submitted 5-3-19

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/>



PRELIMINARY 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

- ☒ Concept Plan has been submitted to and approved by Kaufman County Commissioner's Court prior to submittal of Preliminary Plat
- ☒ Preliminary Plats shall be drawn on a 24"x36" sheet at a scale no smaller than 1"=200'
- ☒ 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 and to the nearest incorporated areas with a north arrow and scale of the vicinity map

DESIGN STANDARDS

Lot Sizes and Setbacks

- ☒ Lots meet Lot size and density requirements per 6.5.1, 6.5.2, & 6.5.3
- ☒ Lots meet Building set back requirements per 6.5.5
- ☒ Lots meet Minimum Direct Lot Frontage requirements per 6.5.7. Minimum lot frontage shall not be less than 100' at the building line
- ☒ Lots meet Minimum Driveway Spacing requirements per 6.5.7
- ☒ 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 Preliminary and Final Plat along with accommodations for plans

Manufactured Housing Rental Communities

- ☒ Design meets all requirements per Article 9

PRELIMINARY PLAT INFORMATION - SHOWN ON PLAT

- ☒ The names, locations, width and dimensions of all proposed and existing streets within the property (proposed names must not duplicate or be easily confused with other Subdivisions or roads located in Kaufman County) *Row Names to Com*
- ☒ The location of existing boundary lines in sufficient detail to accurately locate the property
- ☒ The description, location, width and dimensions of proposed and existing utility and pipeline easements within and adjacent to the property
- ☒ The name, location, and dimension(s) of all adjacent Subdivisions and streets. Where there are no adjacent Subdivisions, the Preliminary Plat shall show:
 - ☒ The names of all adjacent property owners with the volume and page of recordation
 - ☒ The location and distance to the nearest Subdivisions and how the streets in the proposed Subdivision may connect with those in the nearest Subdivisions or other roads in the area
- ☒ Existing and proposed contour lines at the following intervals (NCTCOG or USGS contours are acceptable)
 - ☒ When the land has less than a five percent slope, the contour interval shall not be greater than two feet
 - ☒ When the land has more than a five percent slope, the contour interval shall not be greater than five feet
- ☒ The exact location, dimensions, description, and flow line of all existing and proposed drainage structures
- ☒ The location of the 100-year floodplain and all lots, or any part of a lot that lies within the 100-year floodplain
- ☒ Preliminary water, sewer, and drainage plans if applicable
- ☒ Sixty foot (60') buffer around existing physical features including, but not limited to, family cemeteries, monuments, and historical burial grounds
- ☒ Identification of the proposed uses of land within the Subdivision. Indicate areas for residential, commercial, industrial or public use (such as parks, churches, etc.)

OTHER ITEMS - TO BE INCLUDED WITH PLAT

- ☒ Letter from Kaufman County Historical Commission stating whether there are any objects of historical significance within the proposed Subdivision *See Doc 1*
- ☒ If the proposed subdivision is a portion of a tract which is later to be subdivided in its entirety, then a tentative Master Plan of the entire Subdivision shall be submitted with the Preliminary Plat of the portion first to be subdivided.

Willow Farm 40 - Ph2
Subdivision Name

In submitting this Preliminary Plat application for the Subdivision of Wickmill Farms 410 - Ph2

In the 2 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 Preliminary Plat. If deviations have been requested, the required written approval is included in this submittal.
- ☒ In no event shall a Preliminary Plat be submitted to the Commissioners Court later than twenty-one (21) calendar days before the meeting at which the approval of the Kaufman County Commissioners Court is requested.
- ☒ Approval of the Preliminary Plat does not constitute acceptance of the Subdivision, but is merely an authorization to proceed with preparation of the Final Plat.
- ☒ Approval of the Preliminary Plat shall be in effect for one year from the date of Commissioners Court approval.

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.

Jean Frey
Signature of Preparer
Jean Frey
Printed Name
Project Manager
Title
5-3-19
Date

☐ Required review fee has been received.
Chelsea Endicott
Signature of Kaufman County Representative
Chelsea Endicott
Printed Name
5/3/19
Date

Subdivision Name

**COMMISSIONERS COURT
REGULAR MEETING
JANUARY 23, 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**

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

2A. Accept Commissioners Court Meeting Minutes for January 1, 2019 and January 14, 2019.

2B. Approve the Bond for Mike Smith, Justice of the Peace, Pct.3.

2C. Approve Re-appointment of Robert Fair and Bart Matthews as Board Members to the Emergency Services District # 1 for a two-year term.

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.

REPORT PRESENTATION

3. There came on to be a Presentation of the Kaufman County Children's Shelter Director's Report for October, November, and December 2018.

MOTION TO APPROVE AGREEMENT

4. There came on to be a motion to approve the Supplemental Agreement #3 for the FM 548 Project between Kaufman County and Pacheco Koch in the amount of \$51,853.93, as presented by John Polster with Innovative Transportation Solutions (ITS).

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 GRANT APPLICATION

5. There came on to be a motion to approve an application for funding for Night Vision Goggles for the Kaufman County SWAT Team through the Homeland Security Grant funding.

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 FUND APPLICATION

6. There came on to be a motion to approve an application for funding for an Incinerator, to be used to destroy narcotics and confiscated materials immediately after dispositions of case, through a JAG Grant. 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.

REPORT PRESENTATION

7. There came on to be a Presentation of the Fire Marshal's Monthly Activity Report for December 2018.

REPORT PRESENTATION

8. There came on to be a Presentation of the Tax Assessor-Collector's Monthly Report for December 2018.

REPORT PRESENTATION

9. There came on to be a Presentation of the Treasurer's Monthly Report, Quarterly Report and Quarterly Investment Report for December 2018.

MOTION TO APPROVE FINAL PLAT

10. There came on to be a motion to approve the Final Plat for Windmill Farms Phase 4D Section 2, subject to conditional approval upon the condition that the following items are completed prior to signing and recording the plat: 1) Approved street names and addressing; 2) Provide full Construction Plans when they are complete to verify location and sizes of proposed easements; 3) Provide a letter of infrastructure acceptance from the Utility District.

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 SUBDIVISION VARIANCE

11. There came on to be a motion to approve a Variance to extend time to sign and record the plat until conditional approval items are completed for Windmill Farms Phase 4D Section 2.

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 FINAL PLAT

12. There came on to be a motion to approve Final Plat for Windmill Farms Phase 4D Section 3, with stipulations as presented in Item 10.

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 SUBDIVISION VARIANCE

13. There came on to be a motion to approve a Variance to extend time to sign and record the plat until conditional approval items are completed for Windmill Farms Phase 4D Section 3.

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 FINAL PLAT

14. There came on to be a motion to approve Final Plat for Windmill Farms Phase 6A, with stipulations as presented in Item 10.

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 SUBDIVISION VARIANCE

15. There came on to be a motion to approve a Variance to extend time to sign and record the plat until conditional approval items are completed for Windmill Farms Phase 6A.

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

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

MOTION TO APPROVE PAYROLL AND BENEFITS

20. There came on to be a motion to approve Payroll and Benefits for \$1,218,571.28.

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 AND BUDGET AMENDMENT

21. There came on to be a motion to approve Line Item Transfers and a Budget Amendment for the Kaufman County Library.

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

22. There came on to be a motion to approve Claims for Payment for \$918,540.08

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

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

MOTION TO APPROVE EXITING REGULAR MEETING

AND ENTERING INTO EXECUTIVE SESSION

16. There came on to be a motion to approve exiting Regular Meeting and entering into Executive Session, pursuant to Section 551.087 of the Texas Government Code; Economic Development negotiations. Commissioners Court will meet in closed session to Project Falcon and Project Eagle.

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.

EXECUTIVE SESSION

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

MOTION TO RECONVENE REGULAR MEETING

18. There came on to be a motion to reconvene Regular Meeting.

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.

19.

NO ACTION TAKEN FROM EXECUTIVE SESSION

MOTION TO ADJOURN

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

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

Laura Hughes, County Clerk



Tyler N. Hendrickson, P.E.
W. Wayne Weeks, P.E.
Neal E. Velvin, P.E.



930 E. Corsicana Street
P.O. Box 1007
Athens, Texas 75751

May 13, 2019

Jason Frey PE
BGE
2595 Dallas Pkwy #101
Rowlett, Texas 75083

RE: Windmill Farms 4D Phase 2, Precinct 2, second submittal of preliminary plat

As the County's review engineer, Velvin & Weeks Consulting Engineers, Inc. has reviewed the following plans for compliance with Kaufman County and TCEQ requirements.

Development:	Windmill Farms 4D Phase 2	Plan Received:	May 13th 2019
Plan Review:	2 nd Submittal – preliminary plat	Plan Date:	May 2019

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

The preliminary plat is recommended for the approval at this time.

I look forward to working with you on reviewing approval for this development. If you have any questions or would like any additional information, please give me a call at 903-675-3903.

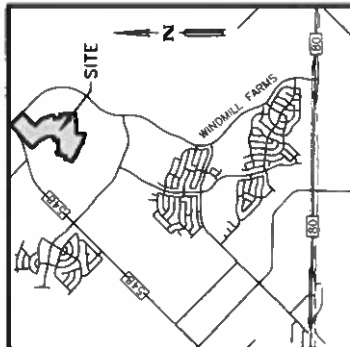
Cordially Yours,
Velvin & Weeks Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read 'TH', followed by a horizontal line.

Tyler N. Hendrickson, P.E.

/ae

cc: Monique Hunter, Kaufman County Development Services



PRELIMINARY PLAT
WINDMILL FARMS
PHASE 4D - SECTION 2

201 TOTAL LOTS
194 RESIDENTIAL LOTS

200' INDUSTRIAL LOTS

194' RESIDENTIAL LOTS

LOTS 1-7, BLOCK Q; LOTS 7-12, BLOCK R; LOTS 1-11, BLOCK S;
LOTS 1-10, BLOCK T; LOTS 10-28, BLOCK W;
LOTS 1-23, BLOCK Z; LOTS 1-23, BLOCK AA;
LOTS 1-24, BLOCK BB; LOTS 1-29, BLOCK CC;
LOTS 1-7, BLOCK DD; LOTS 1-22, BLOCK FF;
LOTS 1-13, BLOCK MM

5 OPEN SPACE LOTS

5 OPEN SPACE LOIS
LOT 1X, BLOCK C; LOT 1X, BLOCK T;

**RIGHT-OF-WAY RESERVATION
LOT 4X, BLOCK A**

1 FUTURE DEVELOPMENT LOT
LOT 1X, BLOCK B

BEING 90.855 ACRES OUT OF THE
(HEIRS OF) SAMUEL SMITH SURVEY, ABSTRACT NO. 450 &
DAVID HARRIS SURVEY, ABSTRACT NO. 199
UNINCORPORATED KAUFMAN COUNTY, TEXAS

May 2019

SURVEYOR/ENGINEER

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel 972-464-4800 • www.bgeinc.com
TBP&S Licensed Surveying Firm No 10193953
Copyright 2010

EQK BRIDGEVIEW PLAZA INC
1603 Lyndon B. Johnson Fwy.
Suite 300
Dallas, TX 75234
Phone: (469) 522-4200

OWNER

QK BRIDGEVIEW PLAZA INC
103 Lyndon B. Johnson Fwy.
Suite 300
Dallas, TX 75234
Phone: (469) 522-4200

245-488 ACRES
TOWNLY ENDOWMENT SCHOOL DISTRICT
VOL. 2348, PG. 182
D.B.K.C.P.

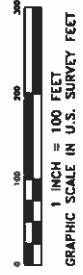
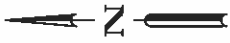
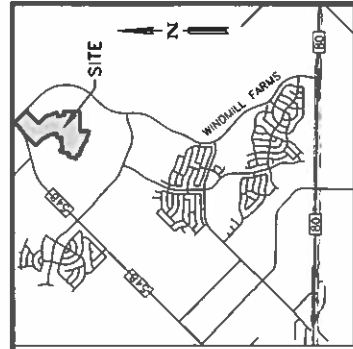
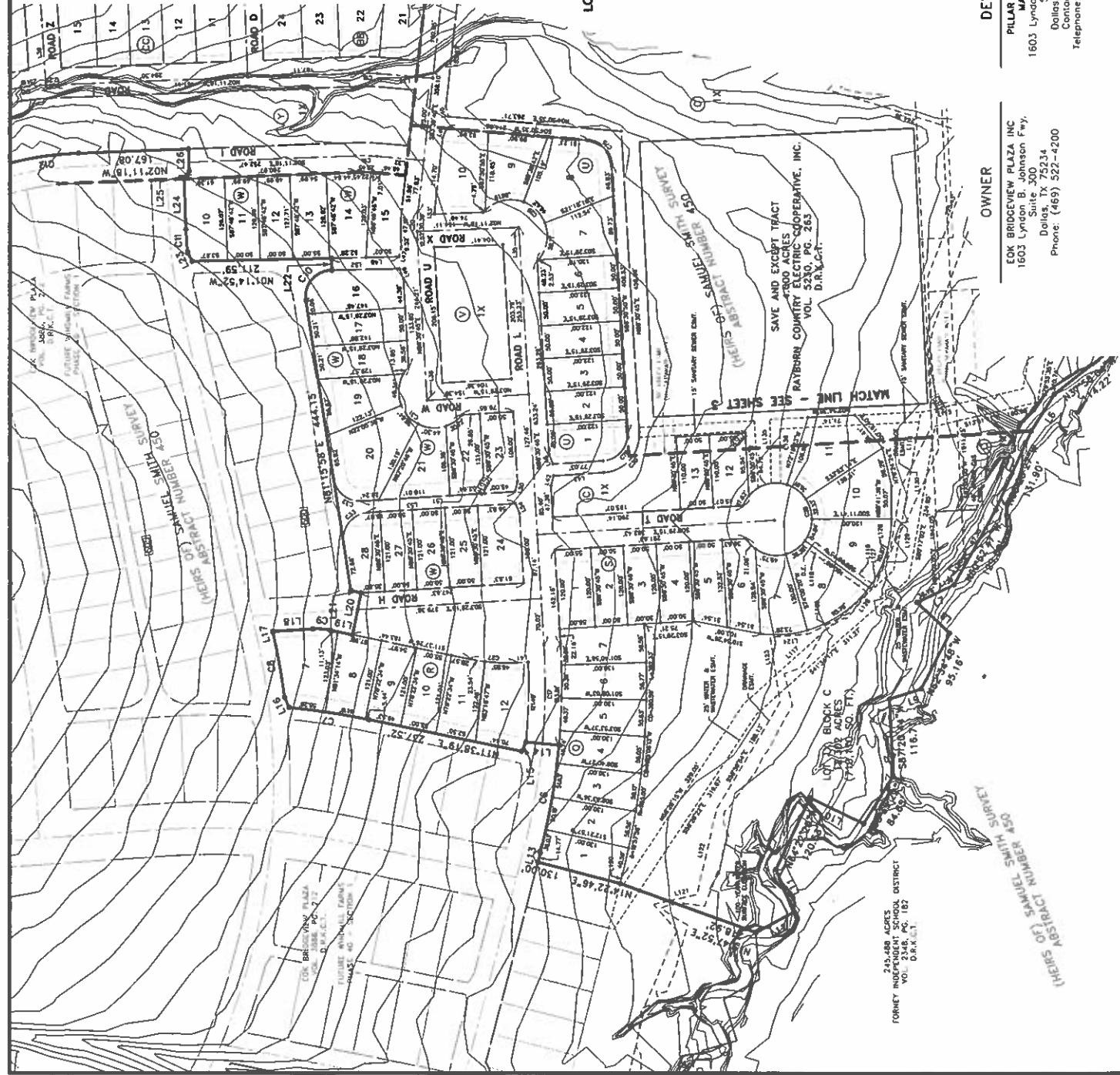
ABSTRACT NUMBER 450
SURVEY

SAVE AND EXCISE TRACT
4,000 ACRES
RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC
VOL. 5230, PG. 263
D.R.K.C.

17
16
15
14.37'

PI
WIN
HAS

PLATE PAR CTION



**PRELIMINARY PLAT
WINDMILL FARMS
PHASE 4D - SECTION 2**

201 TOTAL LOTS
194 RESIDENTIAL LOTS
LOTS 1-7, BLOCK Q; LOTS 7-12, BLOCK R; LOTS 1-11, BLOCK S;
LOTS 1-10, BLOCK U; LOTS 10-28, BLOCK W;
LOTS 1-23, BLOCK Z; LOTS 1-23, BLOCK AA;
LOTS 1-24, BLOCK BB; LOTS 1-28, BLOCK CC;
LOTS 1-7, BLOCK DD; LOTS 1-22, BLOCK FF;
LOTS 1-13, BLOCK MM

5 OPEN SPACE LOTS
LOT 1X, BLOCK C; LOT 1X, BLOCK T;
LOT 1X, BLOCK V; LOT 1X, BLOCK Y; LOT 1X, BLOCK EE
1 RIGHT-OF-WAY RESERVATION
LOT 4X, BLOCK A
1 FUTURE DEVELOPMENT LOT
LOT 1X, BLOCK B

BEING 90.655 ACRES OUT OF THE
SAMUEL SMITH SURVEY, ABSTRACT NO. 450 &
DAVID HARRIS SURVEY, ABSTRACT NO. 199
UNINCORPORATED KAUFMAN COUNTY, TEXAS
May 2019

SURVEYOR/ENGINEER

BGE, Inc.
2509 E. Parkway, Suite 101, Fresno, TX 75034
737.972.4644-8000
TBP&S Licensed Surveying Firm No. 10193953
Copyright 2019

DEVELOPER

**PILLAR INCOME ASSET
MANAGEMENT**
1603 Lyndon B. Johnson Frewy,
Suite 300
Dallas, Texas 75234
Contact: R.L. Lemke
Telephone: (469) 522-4412

OWNER

LOK BRIDGEVIEW PLAZA INC
1603 Lyndon B. Johnson Frewy,
Suite 300
Dallas, TX 75234
Phone: (469) 522-4200

Development Services Quarterly Report

Financials

<u>911 Addressing</u>	NR	\$3,080.00
<u>Add-on Permit</u>	\$200.00	\$1,000.00
<u>Application OSSF Residential</u>	\$14,400.00	\$14,040.00
<u>Application OSSF Commercial</u>	\$1,220.00	\$0.00
<u>Contract Renewal OSSF</u>	\$15,700.00	\$21,325.00
<u>Culvert Permits</u>	\$750.00	\$825.00
<u>Public Information Request</u>	\$0.00	\$20.00
<u>Subdivisions</u>	\$600.00	\$4,960.00
<u>Flood Plain Permit</u>	NR	\$0.00
Totals	\$32,870.00	\$45,250.00

<u>18-Jan</u>	<u>19-Jan</u>
NR	\$3,080.00
\$200.00	\$1,000.00
\$14,400.00	\$14,040.00
\$1,220.00	\$0.00
\$15,700.00	\$21,325.00
\$750.00	\$825.00
\$0.00	\$20.00
\$600.00	\$4,960.00
NR	\$0.00
\$32,870.00	\$45,250.00

<u>18-Feb</u>	<u>19-Feb</u>
NR	\$960.00
\$600.00	\$1,000.00
\$11,520.00	\$11,880.00
\$3,660.00	\$610.00
\$18,175.00	\$20,115.00
\$600.00	\$450.00
\$30.00	\$20.00
\$217.50	\$805.00
NR	\$0.00
\$34,802.50	\$35,840.00

<u>18-Mar</u>	<u>19-Mar</u>
NR	\$1,160.00
\$600.00	\$1,200.00
\$11,160.00	\$19,080.00
\$1,220.00	\$2,440.00
\$20,550.00	\$21,250.00
\$1,050.00	\$1,350.00
\$10.00	\$10.00
NR	\$860.00
NR	\$250.00
\$34,590.00	\$47,600.00

Total for the Quarter= \$128,690.00

Workload Report

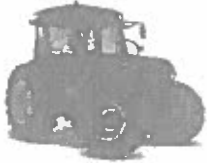
<u>Inspections</u>	25	42
<u>Working Complaints</u>	481	483
<u>Unable to Locate</u>	29	33
<u>Follow-Ups</u>	124	232
<u>Court Cases Filed</u>	65	198
<u>New Permits</u>	42	34
<u>Add-on Permits</u>	2	5
<u>Contracts Received</u>	220	667
<u>Service Inspections Rec.</u>	1473	2070
<u>Addresses in GIS</u>	NR	75
<u>Errors Fixed (COG)</u>	NR	110
<u>Maps Printed</u>	NR	44
<u>Follow-Ups</u>	NR	45
<u>Site Checks</u>	NR	42
<u>Making Roads</u>	NR	6
<u>Map Creations</u>	NR	15
<u>Completed Subdivisions</u>	1	7

<u>18-Jan</u>	<u>19-Jan</u>
25	42
481	483
29	33
124	232
65	198
42	34
2	5
220	667
1473	2070
NR	75
NR	110
NR	44
NR	45
NR	42
NR	6
NR	15
1	7

<u>18-Feb</u>	<u>19-Feb</u>
12	26
491	634
40	46
103	256
21	67
43	35
3	5
174	669
2770	2207
NR	875
NR	120
NR	10
NR	60
NR	25
NR	10
NR	6
1	2

<u>18-Mar</u>	<u>19-Mar</u>
26	52
448	893
19	25
83	163
27	67
37	52
3	6
285	609
1445	1291
NR	400
NR	20
NR	15
NR	40
NR	27
NR	15
NR	10
NR	3

NR= Not Reported

CASE IH**HUNT COUNTY FARM SUPPLY**

INTERSECTION OF FM 499 & HWY 24

P.O. BOX 250 • CAMPBELL, TEXAS 75422 • 903-862-2273

BEFORE YOU BUY, GIVE US A TRY ... WE WILL SAVE YOU MONEY!

No 6652

Kubota

Invoice

Customer

Kaufman County601 East NashTerrell, Tx 75160Randy 972-765-5474

Sold by

BF

Date

4/15/19

QTY	N/U	MFG	INV#	DESCRIPTION	SIN	PRICE
1	N	Kubota		Kubota M5-091 HDC-1		
				Cab, 4WD, R4 Tires 92h/p		47,900 -
1	N	Kubota		Kubota M5-111 HDC-1		
				Cab, 4WD, R4 Tires 105h/p		49,900 -

TRADE-IN INFORMATION

QTY	N/U	MFG.	DESCRIPTION	SIN	AMOUNT	TAX
						TOTAL
						Settlement Summary
						TRADE-IN ALLOWANCE
						CASH <input type="checkbox"/> / CHECK <input type="checkbox"/>
						NOTE W/ _____
						CHARGE TO ACCOUNT
						TOTAL

EXEMPTION CERTIFICATE

The undersigned hereby claims an exemption from payment of taxes under Chapter 20 Title 122A, for the purchase of the taxable items described below or on the attached order or invoice which is made a part hereof, and will be purchased from Hunt County Farm Supply, Inc. The reason that said purchaser is claiming this exemption is exclusive use on Farm or Ranch - see description of items purchased above. The purchaser will be liable for payment of the Limited Sales and Use Tax. If he used the items in some manner other than the reason listed above, he shall be liable for the tax based on the price paid for the taxable items. It is a misdemeanor to give an exemption certificate to the seller for taxable items which I know at the time of purchase will be used in a manner other than that expressed in this certificate, and upon conviction I may be fined more than \$500 per offense.

X _____

Purchaser _____

WE ARE NOT RESPONSIBLE FOR ACCIDENTS, FIRE OR THEFT.**USED EQUIPMENT ONLY**

I agree that I have made this purchase without warranty "expressed" or "implied" and without warranty on the goods as to their merchantability or their fitness for general or a particular purpose. I agree that I have made this purchase without recourse.

Specifications

Model	M5-091						M5-111							
ROPS / CAB	2WD		4WD		2WD		4WD		2WD		4WD			
Engine	HF ROPS	HFC CAB	HD ROPS	HD12 ROPS	HDC CAB	HDC12 CAB	HF ROPS	HFC CAB	HD ROPS	HD12 ROPS	HDC CAB	HDC12 CAB	HDC24 CAB	
Type (Make : KUBOTA)	V3600CR-TEFA						V3600CR-TEFA						V3600CR-TEFA	
No. of cylinders/Aspiration	4 cylinders In-line, Common Rail System, direct injection, w/intercooler, DPF, DOC, SCR						4 cylinders In-line, Common Rail System, direct injection, w/intercooler, DPF, DOC, SCR						4 turbocharged	
Rated Engine HP (97/68/EC)	HP (kW)		92.5 (69.0)						105.6 (78.8)					
Engine net power (SAE J1349)	HP (kW)		85.5 (63.8)						100 (74.6)					
PTO power (at rated engine RPM)	HP (kW)		76 (56.7)						89 (66.4)					
Total displacement	cu.in. (cc)		230 (3769)						230 (3769)					
Rated engine RPM	2400	2600	2400		2600		2400	2600	2400			2600		
Fuel tank capacity	gal. (ℓ)		27.7 (105)						60A					
Alternator	60A	80A	60A		80A		60A	80A	60A			80A		
Transmission	F8 / R8												F12 / R12	
No. of speeds	F8 / R8		F12 / R12		F8 / R8		F12 / R12		F8 / R8		F12 / R12		F24 / R24	
Main gear shift	(4 speed)		(6 speed)		(4 speed)		(6 speed)		(4 speed)		(6 speed)		(6 speed)	
Dual speed (Hi-Lo)	N/A		N/A		N/A		N/A		N/A		N/A		Std	
Shuttle shift	Electro hydraulic shuttle		Electro hydraulic shuttle		Electro hydraulic shuttle		Electro hydraulic shuttle		Electro hydraulic shuttle		Electro hydraulic shuttle		Std	
Non-Clutch shift	N/A		N/A		N/A		N/A		N/A		N/A		Std	
Main clutch type	Multiple wet disc		Multiple wet disc		Multiple wet disc		Multiple wet disc		Multiple wet disc		Multiple wet disc		Std	
Brake type	Hydraulic wet disc		Hydraulic wet disc		Hydraulic wet disc		Hydraulic wet disc		Hydraulic wet disc		Hydraulic wet disc		Std	
Differential lock (Front / Rear)	Limited Slip Differential / mechanical		Limited Slip Differential / mechanical		Limited Slip Differential / mechanical		Limited Slip Differential / mechanical		Limited Slip Differential / mechanical		Limited Slip Differential / mechanical		Electro Hyd	
4WD clutch type	mechanical, on the go		mechanical, on the go		mechanical, on the go		mechanical, on the go		mechanical, on the go		mechanical, on the go		Electro Hyd	
PTO	Live-independent PTO, electro-hydraulic clutch with brake													
Type	Live-independent PTO, electro-hydraulic clutch with brake													
Speed	rpm		540		540/540E		540		540		540/540E		540/540E	
Hydraulics	Telescopic lower link ends, Telescopic Stabilizers													
Pump capacity (3-Point Hitch) ROPS/CAB	gpm (ℓ/min.)		15.9 (60)		17.0 (64.3)		15.9 (60)		17.0 (64.3)		15.9 (60)		17.0 (64.3)	
3-Point Hitch	Telescopic lower link ends, Telescopic Stabilizers													
Category	II													
Control system	Position, draft (top link sensing) & mixed control													
Lift capacity at 24 in. behind lift point (ISO)	lbs. (kg)		4630 (2100)		6063 (2750)		4630 (2100)		6063 (2750)		4630 (2100)		6063 (2750)	
Lift capacity at 24 in. behind lift point (ASAE)	lbs. (kg)		5181 (2350)		7275 (3300)		5181 (2350)		7275 (3300)		5181 (2350)		7275 (3300)	
Cylinder type	2 External cylinders													
No. of standard remote valves	1 (Max3)													
Other features	N/A													
4WD system	N/A		Bevel gear type with 55 degree turning angle		N/A		Bevel gear type with 55 degree turning angle		N/A		Bevel gear type with 55 degree turning angle		Bevel gear type with 55 degree turning angle	
Steering	Hydrostatic power steering													
Tilt steering	Standard													
Hood type / Pedal type	Full open, slanted, steel / hanging													
Deck type (w/rubber mat)	Full-flat on ROPS/CAB models													
Panel type	Electronic													
Roof window	N/A		Std		N/A		Std		N/A		Std		Std	
RPM memory	Standard													
Standard tire size	7.5-18 F2													
Front	7.5-18 F2		11.2-24 R1		7.5-18 F2		11.2-24 R1		7.5-18 F2		11.2-24 R1		11.2-24 R1	
Rear	18.4-28 R1		18.4-28 R1		18.4-28 R1		18.4-28 R1		18.4-28 R1		18.4-28 R1		18.4-30 R1	
Dimensions & weight	156.0 (3975)													
Overall length	in. (mm)		156.0 (3975)		155.9 (3960)		156.5 (3975)		155.9 (3960)		156.5 (3975)		155.9 (3960)	
Overall height	top of ROPS		in. (mm)		98.8 (2510)		99.8 (2535)		98.8 (2510)		99.8 (2535)		98.8 (2510)	
	top of CAB		in. (mm)		100.2 (2545)		101.2 (2570)		100.2 (2545)		101.2 (2570)		101.2 (2570)	
Overall width (minimum)	in. (mm)		77.2 (1960)		78.3 (1990)		78.3 (1990)		78.3 (1990)		78.3 (1990)		79.1 (2010)	
Wheelbase	in. (mm)		90.0 (2285)		88.6 (2250)		90.0 (2285)		88.6 (2250)		90.0 (2285)		88.6 (2250)	
Crop clearance (Front axle)	in. (mm)		20.5 (520)		18.7 (475)		20.5 (520)		18.7 (475)		20.5 (520)		19.7 (500)	
Tread width	Front		in. (mm)		56.7-80.3 (1440-2040)		59.8-63.8 (1520-1620)		56.7-80.3 (1440-2040)		59.8-63.8 (1520-1620)		59.8-63.8 (1520-1620)	
	Rear		in. (mm)		59.8-63.8 (1520-1620)		59.8-63.8 (1520-1620)		59.8-63.8 (1520-1620)		59.8-63.8 (1520-1620)		59.8-63.8 (1520-1620)	
Turning radius (w/o brake)	ft. (m)		12.1 (3.7)		13.8 (4.2)		12.1 (3.7)		13.8 (4.2)		12.1 (3.7)		13.8 (4.2)	
Tractor weight	ROPS models		lbs. (kg)		5622 (2590)		6041 (2770)		5764 (2640)		6173 (2830)		6041 (2770)	
	CAB models		lbs. (kg)		5622 (2590)		6041 (2770)		5764 (2640)		6173 (2830)		6041 (2770)	



www.rushtruckcenters.com

Rush Truck Center - Dallas Medium Duty

4200 Irving Blvd
Dallas, TX 75247
214-905-9212

Customer Invoice

1008-7090

TRUCK INFORMATION

YEAR - MAKE	2020 Peterbilt	MODEL	348
SERIAL NO.	2NP3LJ0X1LM653413	STOCK NO.	1021466
SALESMAN	Steven Stobaugh		

CUSTOMER INFORMATION

SOLD TO	Kaufman County		
ADDRESS	100 N. Washington		
CITY	Kaufman	STATE	TX ZIP 75142

DATE	NEW OR USED	ENGINE NO.
5/28/2019	New	74446154

VEHICLE SALES All Sales are in US Dollars

Sales Price	123,476.62
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	123,476.62
Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
Title/Registration Fee	0.00
Documentary Fee **	250.00
Total Cash Delivered Price	123,726.62
Unpaid Cash Balance Due on Delivery	123,726.62
Total Used Vehicle Allowance	0.00
Less Total Balance Owed	0.00

TRADE-IN(S)

YEAR	MAKE	MODEL	SERIAL NO.	TRADE ALLOWANCE
------	------	-------	------------	-----------------

RUSH TRUCK CENTER

By: _____

State of _____

County of _____

_____, Being duly sworn says
that he/she signed the Customer Invoice, and that the statements set forth on this
Customer Invoice are true and correct.

Notary Public

* SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE
RESPONSIBLE OF DEALER.

Kaufman County Auditor's Report
May 2019
Fiscal Year 2019

Benchmark for 8 Months = 66.67%

	FY2019 Budget	YTD Rev/Exp as of 5/31/2019	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
General Fund Revenues					
AD VALOREM TAXES	38,704,427	37,869,390	97.84%	34,081,969	11.11%
MIXED DRINKS (STATE)	150,000	73,252	48.83%	79,872	-8.29%
OFFICIAL'S FEES	3,251,750	2,258,959	69.47%	2,205,510	2.42%
TAX COLLECTION FEES	257,387	276,243	107.33%	246,058	12.27%
INTEREST EARNINGS	200,000	188,450	94.23%	126,295	49.21%
OTHER REVENUES	1,098,584	726,661	66.15%	634,539	14.52%
TRANSFERS	193,783	167,581	86.48%	62,250	169.21%
INTERGOVERNMENTAL	3,749,775	1,884,501	50.26%	1,909,338	-1.30%
SALE OF ASSETS	45,000	369	0.82%	12,394	-97.02%
RESERVED FUND BALANCE	131,196	-	0.00%	-	N/A
	47,781,902	43,445,406	90.92%	39,358,225	10.38%
General Fund Expenditures					
COUNTY JUDGE	368,661	189,112	51.30%	158,250	19.50%
COUNTY COURT AT LAW #2	436,087	275,997	63.29%	225,618	22.33%
COUNTY CLERK	845,956	509,584	60.24%	495,786	2.78%
COUNTY COURT AT LAW #1	343,385	217,334	63.29%	240,371	-9.58%
VETERAN SERVICE OFFICER	78,501	41,482	52.84%	34,499	20.24%
PUBLIC DEFENDER	605,664	367,044	60.60%	295,330	24.28%
TIF/POWERCENTER	481,447	481,412	99.99%	268,831	79.08%
GENERAL GOVERNMENT	8,155,125	5,665,778	69.48%	4,555,553	24.37%
VOTER'S REGISTRATION	-	137	N/A	34,350	-99.60%
EMERGENCY MANAGEMENT	183,127	123,345	67.35%	168,092	-26.62%
ANIMAL SHELTER	700	-	0.00%	-	N/A
422ND DISTRICT COURT	237,665	130,154	54.76%	120,030	8.43%
COLLECTIONS	143,398	91,960	64.13%	81,984	12.17%
DISTRICT ATTORNEY	2,769,875	1,771,109	63.94%	1,531,609	15.64%
DISTRICT CLERK	582,218	357,433	61.39%	271,315	31.74%
PRE-TRIAL DIVERSION	63,806	39,854	62.46%	-	N/A
86TH DISTRICT COURT	199,739	121,567	60.86%	112,009	8.53%
JUSTICE OF THE PEACE #1	271,208	173,961	64.14%	138,521	25.58%
JUSTICE OF THE PEACE #2	244,146	158,652	64.98%	148,271	7.00%
JUSTICE OF THE PEACE #3	298,100	190,022	63.74%	173,443	9.56%
JUSTICE OF THE PEACE #4	255,607	163,787	64.08%	144,736	13.16%
JUDICIAL & LAW ENFORCEMENT	240,500	162,003	67.36%	131,598	23.10%
JURY EXPENSE	28,900	6,974	24.13%	15,116	-53.86%
ELECTION EXPENSE	428,346	262,307	61.24%	185,279	41.57%
COUNTY AUDITOR	440,788	289,018	65.57%	221,639	30.40%
PURCHASING AGENT	199,418	116,672	58.51%	106,590	9.46%
COUNTY TREASURER	216,154	135,508	62.69%	110,543	22.58%
HUMAN RESOURCES	172,688	111,238	64.42%	83,848	32.67%
TAX COLLECTOR AUTO & TAX	1,046,917	669,163	63.92%	618,673	8.16%
MANAGED SERVICES	-	-	N/A	178,613	-100.00%
MAINTENANCE & OPERATIONS	1,297,313	695,014	53.57%	954,181	-27.16%
UTILITIES	546,650	264,698	48.42%	298,041	-11.19%
DEVELOPMENT SERVICES	411,481	241,522	58.70%	131,167	84.13%
FIRE MARSHAL	386,000	219,901	56.97%	161,771	35.93%
CODE ENFORCEMENT	-	-	N/A	99,495	-100.00%
CONSTABLE PCT. #1	210,315	114,252	54.32%	108,660	5.15%
CONSTABLE PCT. #2	247,889	159,337	64.28%	136,311	16.89%

Kaufman County Auditor's Report
May 2019
Fiscal Year 2019

Benchmark for 8 Months = 66.67%

	FY2019 Budget	YTD Rev/Exp as of 5/31/2019	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
General Fund Expenditures (Continued)					
CONSTABLE PCT. #3	290,696	173,818	59.79%	140,232	23.95%
CONSTABLE PCT. #4	293,141	185,068	63.13%	116,428	58.95%
SHERIFF'S OFFICE	6,829,514	4,120,831	60.34%	3,782,293	8.95%
JAIL EXPENSE	8,624,845	5,340,341	61.92%	5,235,577	2.00%
SCHOOL OFFICERS	466,138	309,793	66.46%	213,667	44.99%
DISPATCH	1,648,269	973,662	59.07%	844,275	15.33%
WINDMILL FARMS - CONST 2	279,119	171,392	61.40%	47,416	261.46%
HIGHWAY PATROL	91,885	60,053	65.36%	56,131	6.99%
DPS LICENSE & WEIGHT	7,700	3,689	47.91%	1,899	94.29%
CLEMENTS RANCH - CONST 2	75,717	46,138	60.93%	7,548	511.22%
DEVONSHIRE - CONST 2	44,662	11,278	25.25%	-	N/A
TRAVIS RANCH - CONST 2	41,275	3,150	7.63%	-	N/A
CHARITIES POOR & RELIEF	813,500	414,939	51.01%	455,947	-8.99%
EXTENSION SERVICE	312,804	199,410	63.75%	182,014	9.56%
PROJECT/PROGRAM MANAGER	65,084	44,794	68.82%	33,872	32.24%
LEASE PAYMENTS	267,237	267,235	100.00%	18,298	1360.47%
PCT. #4 CONVENIENCE STATION	61,851	40,935	66.18%	43,816	-6.57%
CAPITAL OUTLAY	711,552	184,963	25.99%	371,207	-50.17%
COMPUTER	922,439	492,080	53.35%	596,838	-17.55%
PROBATE & LUNACY	58,012	36,707	63.28%	30,721	19.49%
I.T./MANAGED SERVICES	1,332,404	672,670	50.49%	465,695	44.44%
TRANSFERS	2,106,284	1,750,413	83.10%	1,515,229	15.52%
	47,781,902	30,020,692	62.83%	26,899,225	11.60%

General Road & Bridge Revenues					
INTEREST	5,000	2,956	59.12%	2,837	4.18%
AUTO REG/TERP	900,000	912,310	101.37%	360,154	153.31%
REGISTRATION FEES COUNTY	1,000,000	696,090	69.61%	651,980	6.77%
LATERAL ROAD	59,000	58,152	98.56%	105,032	-44.63%
GROSS WEIGHT & AXLE FEE	95,000	49,349	51.95%	-	N/A
DISTRICT COURT	95,000	131,601	138.53%	50,982	158.13%
COUNTY COURT	310,000	140,574	45.35%	216,024	-34.93%
CULVERTS	7,000	6,900	98.57%	4,950	39.39%
MISCELLANEOUS	500	54	10.70%	54	0.00%
TRANSFER FROM R&B BOND ISSUE	-	-	N/A	278,673	-100.00%
DELINQUENT TAXES	199,502	152,932	76.66%	118,690	28.85%
R&B MAINTENANCE TAX REVENUES	9,725,766	9,258,582	95.20%	7,566,404	22.36%
PASS-THROUGH TOLL - TERRELL	20,000	-	0.00%	-	N/A
PASS-THROUGH TOLL - KAUFMAN	255,000	-	0.00%	-	N/A
	12,671,768	11,409,499	90.04%	9,355,780	21.95%

General Road & Bridge Expenditures					
TRANSFER TO R&B #1	3,288,316	2,827,500	85.99%	2,353,000	20.17%
TRANSFER TO R&B #2	2,276,526	1,957,500	85.99%	1,629,000	20.17%
TRANSFER TO R&B #3	3,288,316	2,827,500	85.99%	2,353,000	20.17%
TRANSFER TO R&B #4	3,794,210	3,262,500	85.99%	2,715,000	20.17%
FEMA EXPENSES	-	-	N/A	10,275	-100.00%
ROAD SIGNS	24,400	10,418	42.69%	4,465	133.31%
REFUND VENUS INITIATIVE	-	-	N/A	27,644	-100.00%
	12,671,768	10,885,418	85.90%	9,092,384	19.72%

Kaufman County Auditor's Report
May 2019
Fiscal Year 2019

Benchmark for 8 Months = 66.67%

	FY2019 Budget	YTD Rev/Exp as of 5/31/2019	% of Budget Received/ Used	Prior Year YTD	Increase/ (Decrease) from Prior Year
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Road & Bridge Pct. #1 - 4 Revenues					
ROAD & BRIDGE PCT. #1	4,695,351	4,334,012	92.30%	3,774,071	14.84%
ROAD & BRIDGE PCT. #2	3,945,316	3,632,297	92.07%	2,877,631	26.23%
ROAD & BRIDGE PCT. #3	3,757,386	3,296,360	87.73%	4,014,974	-17.90%
ROAD & BRIDGE PCT. #4	4,298,442	3,765,581	87.60%	3,850,401	-2.20%
Road & Bridge Pct. #1 - 4 Expenditures					
ROAD & BRIDGE PCT. #1	4,695,351	1,621,273	34.53%	1,796,148	-9.74%
ROAD & BRIDGE PCT. #2	3,945,316	1,338,386	33.92%	832,081	60.85%
ROAD & BRIDGE PCT. #3	3,757,386	1,875,422	49.91%	2,552,671	-26.53%
ROAD & BRIDGE PCT. #4	4,298,442	1,938,869	45.11%	1,459,081	32.88%
Road & Bridge Pct. #1 - 4 Road Bond					
R&B PCT 1 SPECIAL ROAD PROJECT	9,343	-	0.00%	-	N/A
R&B PCT 2 SPECIAL ROAD PROJECT	-	-	N/A	244,780	-100.00%
R&B PCT 3 SPECIAL ROAD PROJECT	4,541	-	0.00%	-	N/A
R&B PCT 4 SPECIAL ROAD PROJECT	4,274	-	0.00%	146,071	-100.00%

Other Funds					
INDIGENT HEALTH CARE REVENUES	406,410	306,402	75.39%	229,794	33.34%
INDIGENT HEALTH CARE EXPENDITURES	406,410	284,501	70.00%	197,614	43.97%
CHILDREN'S SHELTER REVENUES	857,805	477,681	55.69%	518,787	-7.92%
CHILDREN'S SHELTER EXPENDITURES	857,805	535,670	62.45%	462,153	15.91%
COUNTY LIBRARY REVENUES	248,100	184,148	74.22%	166,814	10.39%
COUNTY LIBRARY EXPENDITURES	248,100	162,915	65.66%	129,065	26.23%
JUVENILE PROBATION REVENUES (COUNTY)	770,308	534,594	69.40%	477,098	12.05%
JUVENILE PROBATION EXPENDITURES (COUNTY)	770,308	451,643	58.63%	385,477	17.16%
(Different Fiscal Year - 9 Months - 75.00%)					

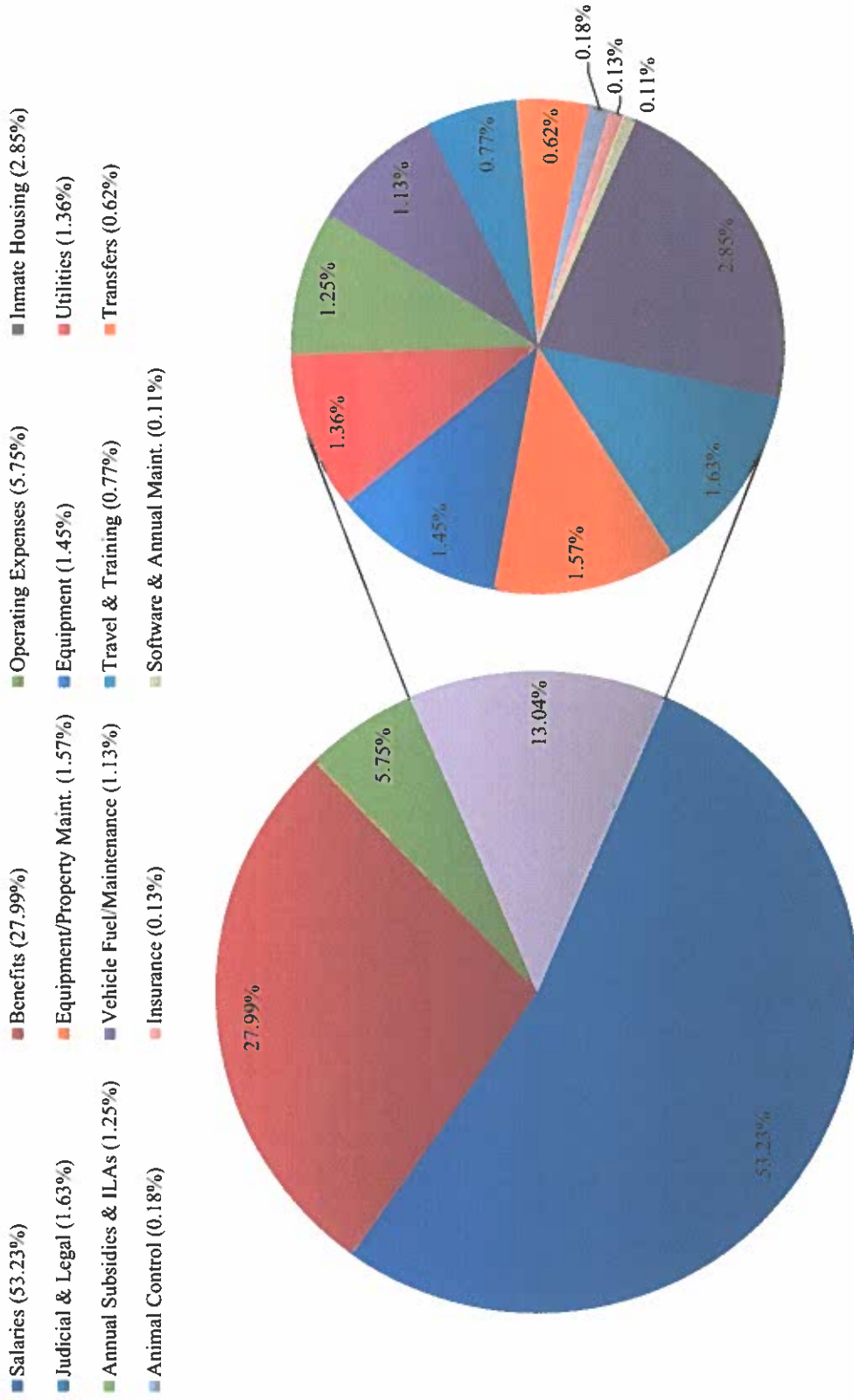
Statement of Revenues, Expenditures, and changes in Fund Balance **May 2019**

	General Fund	R&B General	R&B #1	R&B #2	R&B #3	R&B #4
REVENUES						
Property Taxes	\$ 400,231.00	\$ 85,129.20	\$ -	\$ -	\$ -	\$ -
Mixed Beverage Taxes	-	-	-	-	-	-
License and permits	2,225.00	-	-	-	-	-
Fees of office	377,292.49	688,050.68	-	-	-	-
Charges for Services	51,374.52	-	-	-	-	-
Forfeitures	-	-	-	-	-	-
Intergovernmental	411,579.18	-	-	-	-	-
Investment income	47,399.96	274.43	922.27	779.88	483.09	621.04
Miscellaneous	14,635.74	-	2,370.45	1,397.00	1,000.00	2,435.40
Total Revenues	<u>1,304,737.89</u>	<u>773,454.31</u>	<u>3,292.72</u>	<u>2,176.88</u>	<u>1,483.09</u>	<u>3,056.44</u>
EXPENDITURES						
General Government	1,952,016.50	-	-	-	-	-
Public safety and corrections	2,047,282.46	-	-	-	-	-
Judicial	729,057.53	-	-	-	-	-
Community Service	297.50	-	-	-	-	-
Infrastructure and Environmental	57,298.40	1,515.16	163,172.93	204,228.45	265,882.60	221,702.30
Health and Human Services	744.00	-	-	-	-	-
Capital Outlay	-	-	-	1,700.00	5,252.90	23,400.00
Debt Service	2,969.01	-	-	-	-	-
Principal	-	-	13,845.35	-	6,047.93	(2,576.69)
Interest & Fiscal Charges	-	-	1,164.00	-	490.46	-
Total Expenditures	<u>4,789,665.40</u>	<u>1,515.16</u>	<u>178,182.28</u>	<u>205,928.45</u>	<u>277,673.89</u>	<u>242,525.61</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(3,484,927.51)</u>	<u>771,939.15</u>	<u>(174,889.56)</u>	<u>(203,751.57)</u>	<u>(276,190.80)</u>	<u>(239,469.17)</u>
OTHER FINANCING SOURCES (USES)						
Issuance of Long Term Debt	-	-	-	-	-	-
Sale of Capital Assets	-	-	-	-	-	-
Insurance Recoveries	-	-	2,686.21	-	-	-
Operating Transfers In	2,680.77	-	65,000.00	45,000.00	65,000.00	75,000.00
Operating Transfers Out	(30,000.00)	-	-	-	-	-
Total other financing sources (uses)	<u>(27,319.23)</u>	<u>(250,000.00)</u>	<u>67,686.21</u>	<u>45,000.00</u>	<u>65,000.00</u>	<u>75,000.00</u>
NET CHANGE IN FUND BALANCES	<u>(3,512,246.74)</u>	<u>521,939.15</u>	<u>(107,203.35)</u>	<u>(158,751.57)</u>	<u>(211,190.80)</u>	<u>(164,469.17)</u>
FUND BALANCE, BEGINNING	<u>22,609,899.76</u>	<u>307,639.62</u>	<u>2,819,942.09</u>	<u>2,452,661.84</u>	<u>1,632,129.45</u>	<u>1,991,181.64</u>
PRIOR PERIOD ADJUSTMENT	-	-	-	-	-	-
FUND BALANCE, ENDING	<u>\$ 19,097,653.02</u>	<u>\$ 829,578.77</u>	<u>\$ 2,712,738.74</u>	<u>\$ 2,293,910.27</u>	<u>\$ 1,420,938.65</u>	<u>\$ 1,826,712.47</u>

General Fund Expenditure Summary - May 2019

Salaries (53.23%)	\$2,565,364.12
Benefits (27.99%)	\$1,348,916.13
Operating Expenses (5.75%)	\$277,085.92
Inmate Housing (2.85%)	\$137,124.49
Judicial & Legal (1.63%)	\$78,564.93
Equipment/Property Maint. (1.57%)	\$75,578.82
Equipment (1.45%)	\$69,916.97
Utilities (1.36%)	\$65,609.29
Annual Subsidies & ILAs (1.25%)	\$60,040.22
Vehicle Fuel/Maintenance (1.13%)	\$54,529.76
Travel & Training (0.77%)	\$37,105.93
Transfers (0.62%)	\$30,000.00
Animal Control (0.18%)	\$8,451.00
Insurance (0.13%)	\$6,179.93
Software & Annual Maint. (0.11%)	\$5,197.89
TIF (0.00%)	\$0.00
Principal & Interest (0.00%)	\$0.00
	\$4,819,665.40

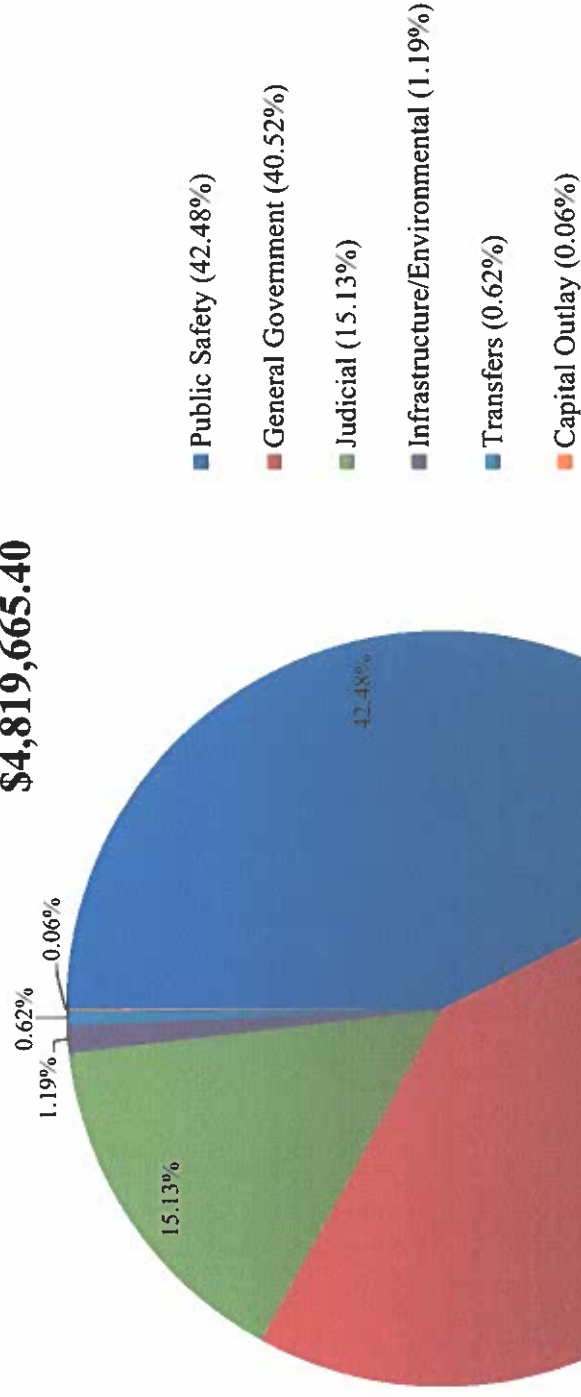
General Fund Expenditure Summary May 2019 \$4,819,665.40



General Fund Expenditure Summary

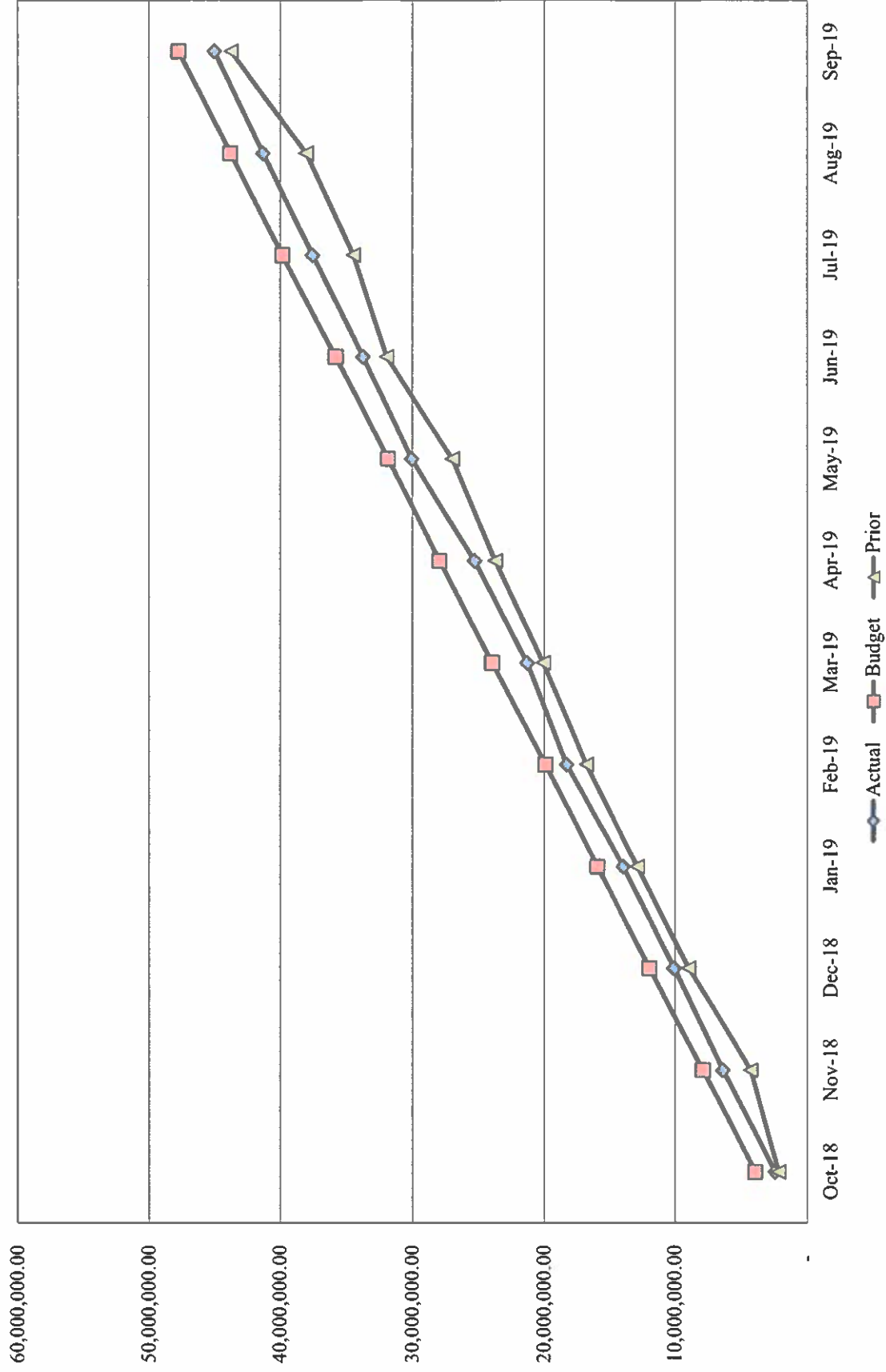
May 2019

\$4,819,665.40

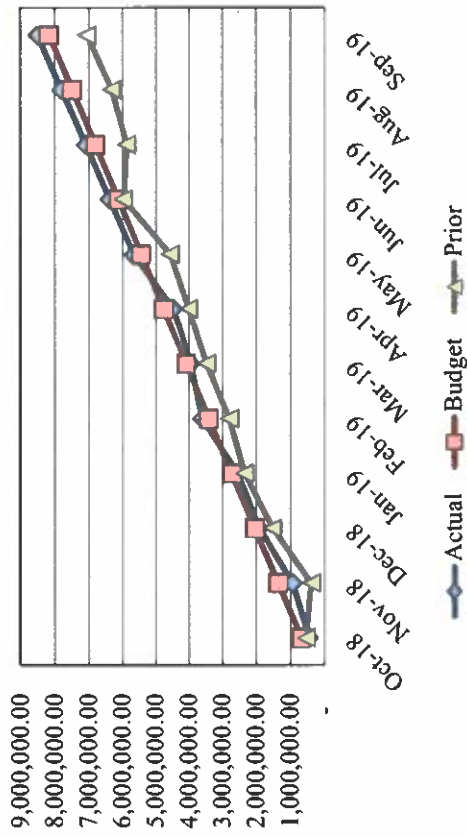


Public Safety (42.48%)	\$	2,047,282.46
General Government (40.52%)	\$	1,953,058.00
Judicial (15.13%)	\$	729,057.53
Infrastructure/Environmental (1.19%)	\$	57,298.40
Transfers (0.62%)	\$	30,000.00
Capital Outlay (0.06%)	\$	2,969.01
Debt Service (0.00%)	\$	-

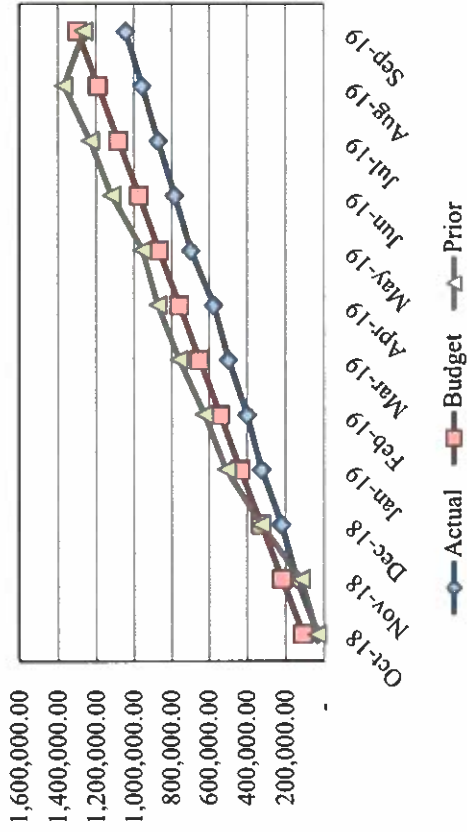
General Fund *Expenditure Projection FY2019*



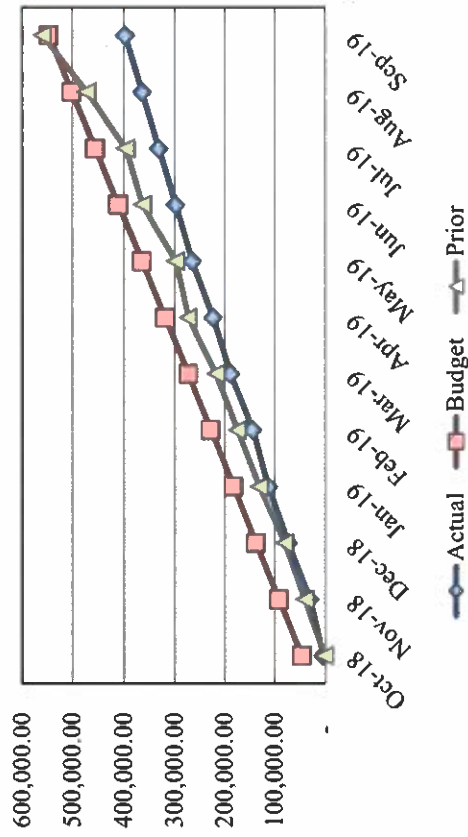
General Government Expenditure Projection FY2019



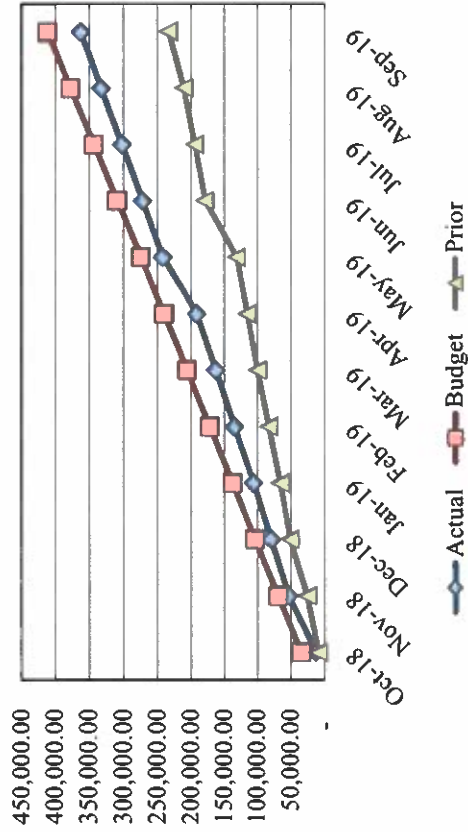
Facilities Expenditure Projection FY2019



Utilities Expenditure Projection FY2019

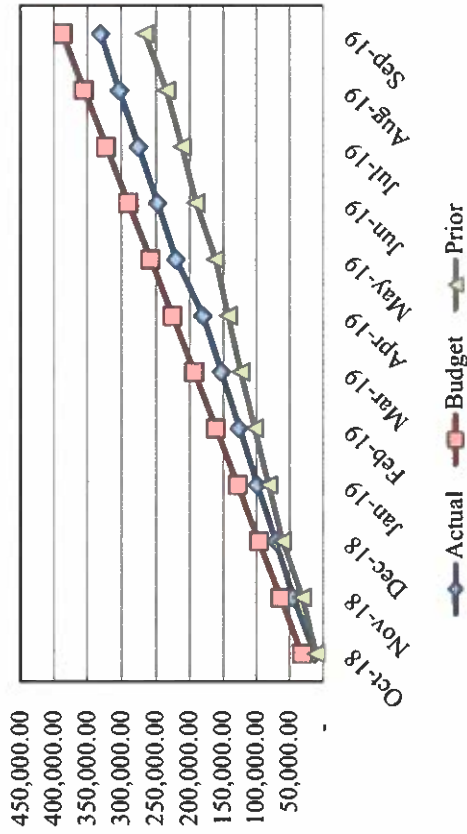


Development Services Expenditure Projections FY2019



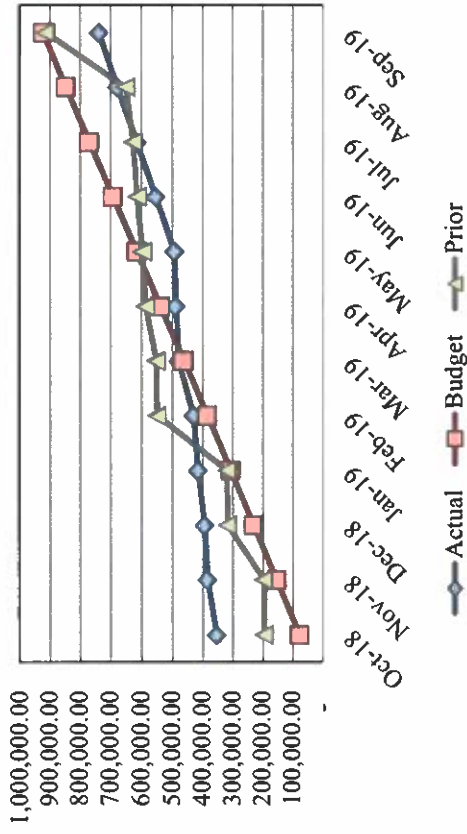
Fire Marshal

Expenditure Projection FY2019



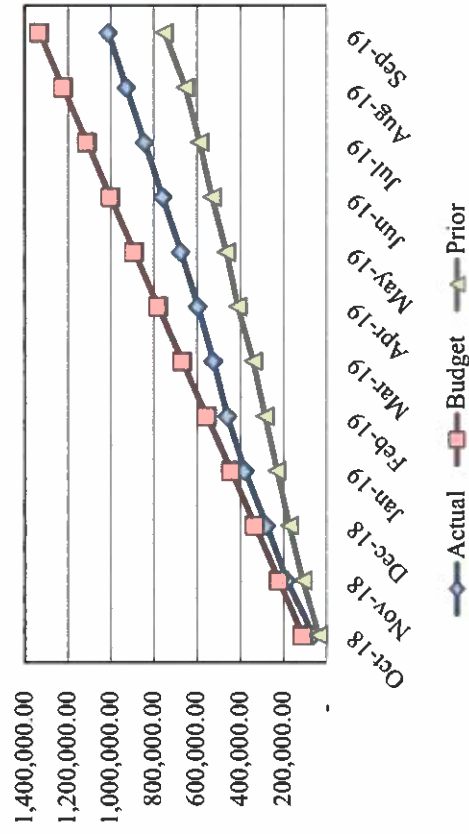
Computer

Expenditure Projections FY2019



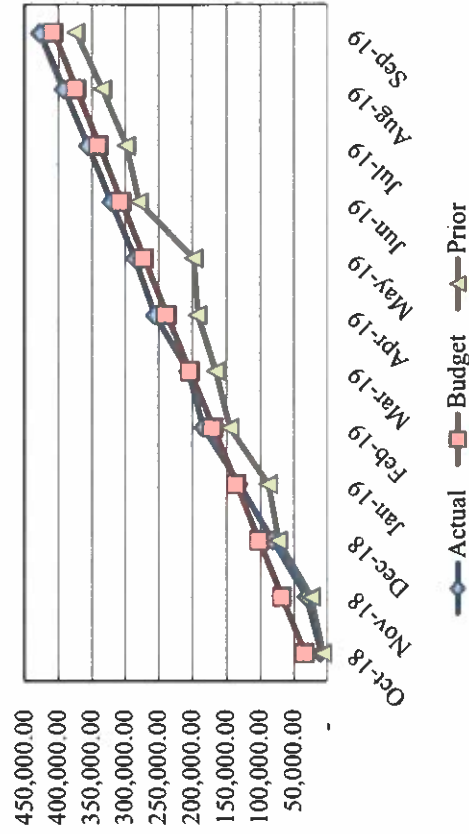
I.T.

Expenditure Projection FY2019



Indigent Health Care

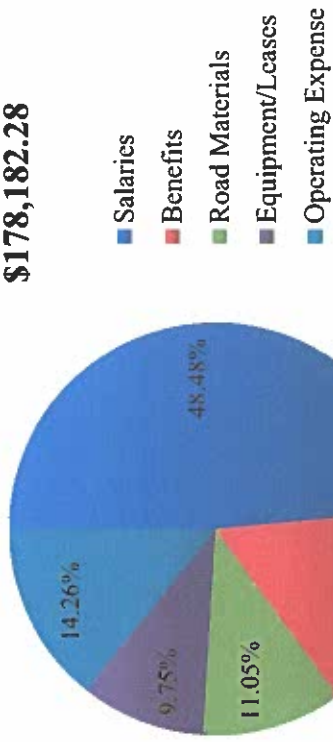
Expenditure Projections FY2019



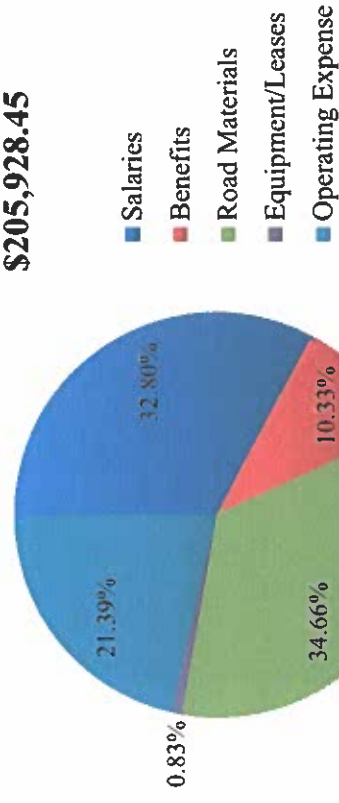
Road & Bridge Expenditure Summary - May 2019

	R&B #1	R&B #2	R&B #3	R&B #4
Salaries	\$ 86,379.53	\$ 67,551.73	\$ 92,320.51	\$ 94,874.41
Benefits	29,321.86	21,267.02	29,273.47	30,904.09
Road Materials	19,690.19	71,368.34	93,904.80	73,249.98
Equipment/Leases	17,373.28	1,700.00	17,999.26	20,823.31
Operating Expense	25,417.42	44,041.36	44,175.85	22,673.82
	\$ 178,182.28	\$ 205,928.45	\$ 277,673.89	\$ 242,525.61

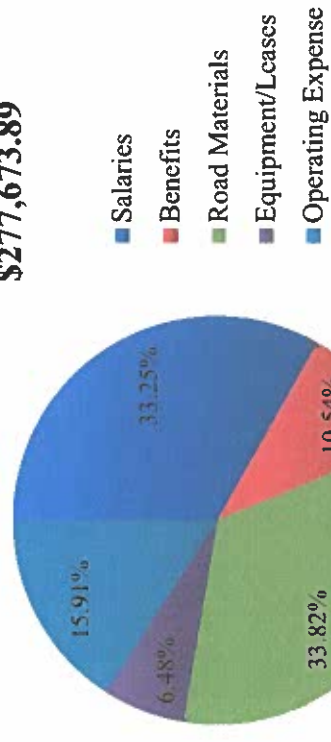
R&B 1
Expenditure Summary
May 2019
\$178,182.28



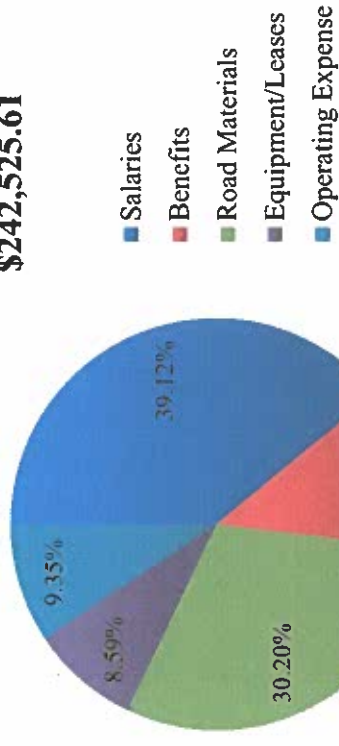
R&B 2
Expenditure Summary
May 2019
\$205,928.45



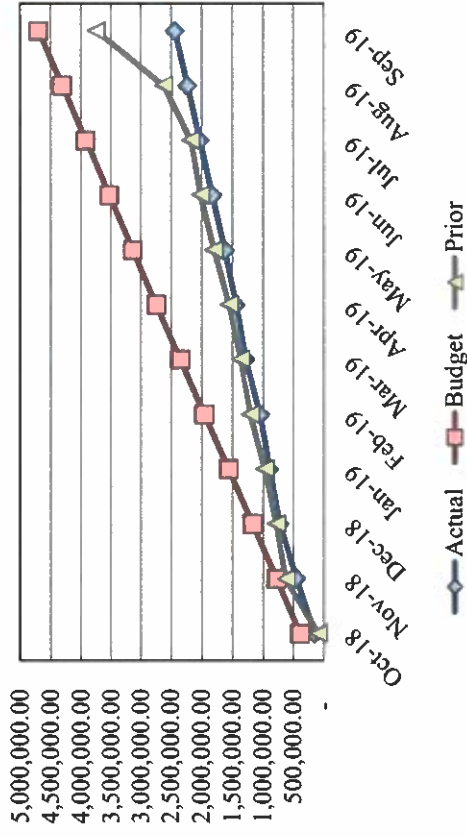
R&B 3
Expenditure Summary
May 2019
\$277,673.89



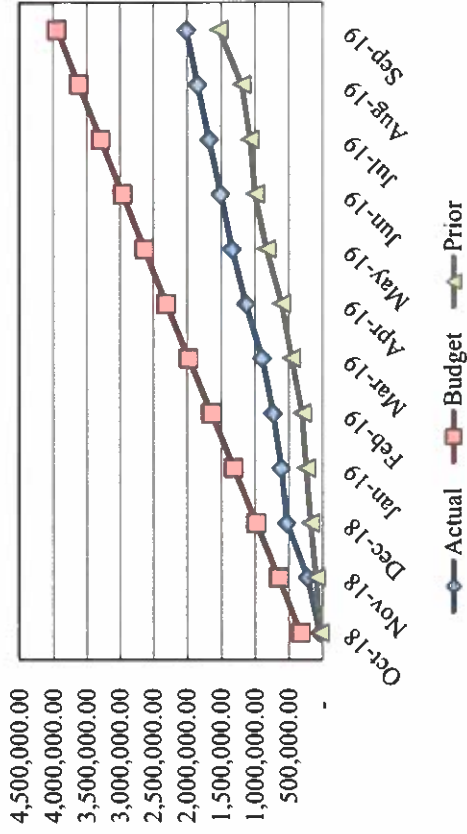
R&B 4
Expenditure Summary
May 2019
\$242,525.61



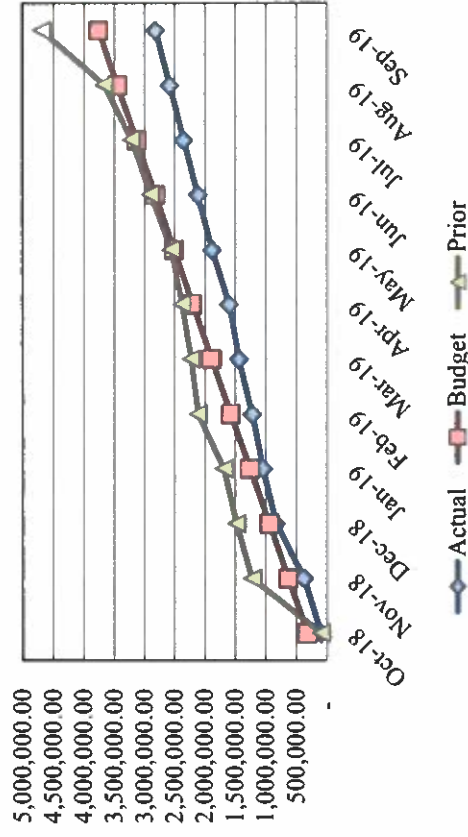
Road & Bridge Pct. #1
Expenditure Projection FY2019



Road & Bridge Pct. #2
Expenditure Projection FY2019



Road & Bridge Pct. #3
Expenditure Projection FY2019



Road & Bridge Pct. #4
Expenditure Projection FY2019

