

Mike Hunt
Commissioner Precinct 1



Terry Barber
Commissioner Precinct 3

Skeet Phillips
Commissioner Precinct 2
FILED FOR RECORD
AT 1:10 O'CLOCK P M

Ken Cates
Commissioner Precinct 4

SEP 06 2019

Hal Richards
County Judge

Clerk, County Court, Kaufman County, TX

NOTICE OF REGULAR MEETING

By TC Deputy

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Wednesday, September 11, 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** consent to the order of the Kaufman County Commissioners Court relating to Road and Bridge Fund Budget year.

B. **Discuss/Consider** consent the lease agreement between Kaufman County and the Kaufman County Jr. Livestock show.

3. **Commissioner Hunt;** Discuss/Consider approving Project Agreement with the City of Post Oak Bend for the patching of CR 279 for the amount of \$4,500.00

4. **Commissioner Cates;** Discuss/Consider Interlocal Agreement and Project Agreement for the City of Rosser to Blade County Road 4087 4 times a year.

5. **Commissioner Cates;** Discuss/Consider Interlocal Agreement and Project Agreement for the City of Kemp to repair the City section of Woodbine Dr.

6. **Brenda Samples;** Discuss/Consider approving Early Voting Places and Times for the November 5, 2019 Election.

7. **Review/Consider** approval of Interlocal Agreement with Van Zandt County for road maintenance.

8. **Raylan Smith;** Discuss/Consider the purchase of a 2019 SAKAI SW774 66" Dual Steel Drum Roller from RDO Equipment Company utilizing Buyboard Contract # 565-18 for Pct. 2.

9. **Raylan Smith;** Discuss/Consider award of contract for RFP 19-16; Kaufman County Road 4070 Bridge Replacement.

10. **County Judge/Nathan Collins;** Discuss technology in the Commissioners Court Room.

11. **County Judge;** Discuss Commissioners Court Meetings for 2019-2020.

12. **Mary Westbrook;** Discuss/Consider adding Emergency On Call Road & Bridge Pay to our policy.

13. **Mary Westbrook:** Discuss/Approve the GRS Master Agreement annual inflation adjustments for Fiscal Year End 2019 and 2020.
14. **Discuss/Consider** line item transfers.
15. **Discuss/Consider** claims for payment.
16. **Discuss/Consider** exiting regular meeting and entering into executive session.
17. **Executive Session:** Pursuant to Section 551.071 of the Texas Government Code, the Commissioners Court will meet in closed session to consider pending/contemplated litigation or settlement offers regarding Development Services Department compliance issue.
18. **Discuss/Consider** exiting executive session and entering back into regular meeting.
19. **Discuss/Consider** taking any action needed as a result of executive session.
20. **Adjourn Regular Meeting.**

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

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

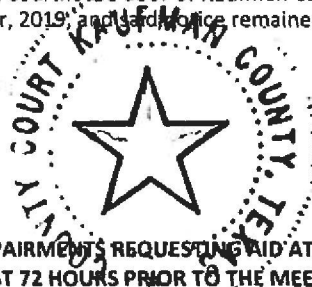
Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in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

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

Signed this the 6th day of September, 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 6th day of September, 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.

**ORDER OF THE
KAUFMAN COUNTY COMMISSIONERS COURT
RELATING TO ROAD AND BRIDGE FUND**

WHEREAS, the Commissioners Court of Kaufman County (the "County") has determined that there are certain important public services, projects and programs relating to use of the road and bridge fund within the County; and

WHEREAS, the Commissioners Court of the County proposes to make the best use of the resources available to provide for those public services, projects and programs by altering the system that has been in place; and NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF KAUFMAN COUNTY THAT:

KAUFMAN COUNTY will budget the available road and bridge funds between the precincts in accordance with the agreement of the Commissioners; and

KAUFMAN COUNTY will create the position of County Engineer to assist the Commissioners Court to achieve all road objectives; and

KAUFMAN COUNTY will provide for the salary of County Engineer through use of road and bridge funds.

PASSED AND APPROVED this _____, 2019.

Hal Richards
County Judge

ATTEST:

Laura Hughes
County Clerk

LEASE AGREEMENT BETWEEN KAUFMAN COUNTY AND THE KAUFMAN COUNTY JR. LIVESTOCK SHOW

This Lease Agreement ("Lease") is entered into by and between Kaufman County, Texas ("Landlord"), and Kaufman County Jr. Livestock Show ("Tenant") as of the Effective Date.

WHEREAS, Tenant desires to lease the property described as follows:

All that certain tract or parcel of land located in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, being part of that certain called 408 1/3 acre tract conveyed to Kaufman County on July 16, 1883, and recorded in Vol. 32, Page 543 of the Deed Records of Kaufman County, Texas, and part of that certain called 249.57 acre tract conveyed to Kaufman County by T.J. Broughton on October 17, 1918 and recorded in Vol. 163, Page 526 of the deed Records of Kaufman County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner of the Southeast R.O.W. of State Highway 34 and being S 51 degrees, 53 minutes, 42 seconds, 1951.01 feet from the intersection of said R.O.W. with the Southwest R.O.W. of FM Highway 1388.

THENCE S 1 degree, 14 minutes, 39 seconds W passing a southerly line of the above mentioned 408 1/3 acre tract, the same being a northerly line of the above mentioned 249.57 acre tract, continuing a distance of 754.87 feet to a 1/2" iron rod for corner.

THENCE S 51 degrees, 53 minutes, 42 seconds W, a distance of 1119.35 feet to a 1/2" iron rod for corner.

THENCE N 1 degree, 14 minutes, 39 seconds E passing a southerly line of the said 408 1/3 acre tract, the same being a northerly line of the said 249.5 acre tract, continuing a distance of 754.87 feet to a 1/2" iron rod on the above mentioned R.O.W. line of State Highway 34.

THENCE N 51 degrees, 53 minutes, 42 seconds E, with said R.O.W. line a distance of 1119.35 feet to the PLACE OF BEGINNING, containing 15.0 acres of land.

See Exhibit A for additional information. The property set forth in Exhibit A shall be referred to as "the Property." Exhibit A is herein incorporated to this Lease Agreement for all intents and purposes as if fully set forth within the Lease Agreement.

WHEREAS, Landlord agrees to lease the property described by Exhibit A to Tenant, and now desires to enter into this Lease to set forth the agreement of the parties regarding the leasing of the Property to Tenant.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Lease, Landlord leases the Property to Tenant pursuant to the following terms and conditions:

1. **TERM.** The term of this Lease shall commence on the first day of the first quarter following execution of this document by all parties ("Effective Date") and terminate one hundred twenty (120) months after the effective date, unless terminated earlier or extended by mutual agreement of the parties. Either party may unilaterally terminate this lease upon ninety (90) days' notice to the other party.
2. **RENTAL.** Tenant shall pay to Landlord: Three Hundred and Nine Dollars per month. (\$309.00). Said rents shall be increased as necessary to continue to defray the expense of property insurance incurred by the county for the subject property. Notice of any such increase will be provided to Tenant prior to the subsequent quarterly billing.
3. **BILLING.** Landlord shall bill Tenant in quarterly increments on the first day of the quarter. The beginning date of the first quarter will be the effective date of the Lease.
4. **UTILITIES.** Tenant shall be solely responsible for payment of all charges for utilities provided to and used during Tenant's lease of the Property.
5. **MAINTENANCE AND OPERATION.** Tenant shall be responsible for all maintenance and operations costs during the term of the lease regarding the property.
6. **USE OF PROPERTY.** Tenant may use the Property for any purpose including, but not limited to, conducting livestock shows, rodeos, county sponsored functions, and for use by other non-profit organizations approved by Tenant and Landlord. Tenant shall continue to permit Landlord to use, at no charge, the facility for the purpose of official County sponsored meetings, projects, conventions, and all other purposes on a first come, first served basis. All such use will be scheduled by Landlord. Tenant may not assign this Lease or sublet any part of the Property. Under no circumstances during the term of this Lease shall the Tenant use, or authorize the use of, the Property in any manner which includes the use of any hazardous or toxic substances or materials, or involves the storage or disposal of any such substances or materials on the Property.
7. **Condition of Property.** Tenant accepts the Property in its condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition acquired at the beginning of the Lease Agreement, except normal wear and tear and any casualty loss. Tenant shall not remove any components of the electrical, heating, ventilation and air conditioning, or plumbing systems or other components of the building including, but not limited to, windows, doors, and light and

other electrical fixtures without the written consent of Landlord. Notwithstanding the foregoing, Tenant may not remove any fixture or equipment if doing so will result in damage to the structural integrity of the building, create any condition that will constitute a violation of the environmental laws, rules, and/or regulations cited in Section 11, below, or otherwise increase Landlord's cost of demolishing the buildings on the Property.

8. **Alterations.** Tenant may not alter the Property or install improvements or fixtures (excluding necessary general maintenance) without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of the Landlord.
9. **Inspections.** Tenant shall grant Landlord entry into the Property at reasonable times and with notice of not less than one business day to inspect the Property. Tenant may be present at the times when Landlord inspects the Property.
10. **Laws.** Tenant shall, at Tenant's sole expense: (a) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Property arising out of Tenant's particular manner of use, (b) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation arising from Tenant's occupancy or use of Property, or required by reason of a breach of any of Tenant's obligations hereunder or by or through other fault of Tenant, (c) comply with all insurance requirements applicable to the Property set forth in Section 14, and (d) indemnify and hold Landlord harmless from any loss, cost, claim or expense which Landlord incurs or suffers by reason of Tenant's failure to comply with its obligations under clauses (a), (b), (c), or (d) above. If Tenant receives notice of any such directive, order citation or of any violation of law, order, ordinance, regulation or any insurance requirements, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice.
11. **Environmental Matters.** Tenant expressly assumes all risks associated with the environmental condition of the Property caused by the Tenant and Tenant's officers, employees, contractors, and guests during the Term of this Lease. Tenant Agrees it will comply strictly with all environmental laws, rules and regulations pertaining to the Property from any person entity (including, without limitation, any governmental agency), then Tenant shall promptly notify Landlord orally and in writing of said notice.

12. **Repairs and Maintenance.** Landlord's maintenance obligations are limited to the repair, maintenance and replacement building's roof and maintenance of the foundation piers, structural or load bearing walls and the exterior walls (collectively, the "Building's Structure") however, Landlord shall not be responsible for any such work until Tenant delivers to Landlord written notice of the need therefor. The Building's Structure does not include glass or plate glass, doors, special store fronts or office entries, all of which shall be maintained by Tenant to the extent constituting a part of the Premises. Landlord's liability for any defects, repairs, replacement or maintenance for which Landlord is responsible hereunder shall be limited to the cost of performing such work. Tenant shall maintain all parts of the Premises (except for maintenance work which Landlord is expressly responsible for above) in good condition and promptly make all necessary repairs and replacements to the Premises. Tenant shall repair and pay for any damage caused by a Tenant Party (defined below) or caused by Tenant's default hereunder. Tenant shall be solely responsible for the heating, air condition, and ventilation equipment and system (the "HVAC System") serving the Premises. Tenant shall maintain such systems in good repair and condition and with such equipment manufacturers' suggested operation/maintenance service program; such obligation shall include replacement of all equipment necessary to maintain such equipment and system in good working order.

13. **Indemnity.** TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND ARISING OR ALLEGED TO ARISE DURING THE TERM BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN OR ABOUT THE PROPERTY OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION ON THE PART OF TENANT OR MANAGER, OFFICER, DIRECTOR, SERVANT, AGENT, EMPLOYEE, REPRESENTATIVE OF TENANT; OR BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF TENANT UNDER THIS LEASE, EXCEPT TO THE EXTENT THAT SUCH LIABILITY, CLAIMS SUITS, COSTS INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE, CONCURRENT NEGLIGENCE OR CONTRIBUTORY NEGLIGENCE OF LANDLORD. THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL ACTIVITIES OF TENANT WITH RESPECT TO THE PROPERTY, OCCURRING AFTER EXECUTION OF THIS LEASE. TENANT OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE

LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY TENANT UNDER THIS LEASE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

14. Insurance: Throughout the Lease Term, Tenant shall, at Tenant's expense, maintain Commercial general liability insurance for bodily injury, death or property damage, insuring Tenant and naming Landlord as an additional insured, against all claims, demands, or actions relating to the Property on an occurrence basis, issued by and binding upon a solvent insurance company licensed to do business in Texas, with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage or destruction, including loss of use with \$2,000,000 aggregate. In addition to other remedies provided in this Lease, if Tenant fails to maintain the insurance required by Section 14, Landlord may, but is not obligated to, obtain such insurance and Tenant shall pay to Landlord upon demand as additional rental premium cost thereof from the date of payment by hazards, contractual liability and products and completed operation liability, in limits not less than \$1,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability.

15. Event Liability Insurance. Tenant (or Festival/Event Operator) shall procure and maintain for the duration of the contracted Festival/ Event, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Festival's operation and use of the leased premises. The cost of such insurance shall be borne by the Tenant.

A. MINIMUM SCOPE OF INSURANCE Coverage shall be at least as broad as: Commercial General Liability coverage "occurrence" form. "Claims Made" form is unacceptable.

B. MINIMUM LIMITS OF INSURANCE Festival/Event shall maintain limits no less than: Commercial General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate. If food is being provided to attendees or participants, Festival/Event must provide Product Liability in the amounts listed above. NOTE: The aggregate loss limit applies to each event.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS Any deductibles or self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials and employees, or 2) the Festival/Event shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS The policies are to contain or be endorsed to contain the following provisions: 1. General Liability a. The following shall be listed in the Description of Operation; "Kaufman County, its' officers, officials, employees, boards and commissions, agents, and volunteers are to be covered as "additional insured", as required by contract in respect to: liability arising out of premises owned, occupied or used by the Festival/Event." The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers. b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers. 03/14 c. Coverage shall state that the Festival's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. d. Festival's insurance shall be primary as respects to the County, its officers, officials, employees or volunteers.

E. VERIFICATION OF COVERAGE Festival/Event shall furnish the County with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the County before the festival commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. LIQUOR COVERAGE If liquor is being served, Festival must provide Host Liquor Liability, unless Festival is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required. Proof of a current Texas Alcohol and Beverage Commission temporary permit or license must be submitted prior to permit approval.

G. SPECIAL EVENTS Insurance provided by the Festival/Event must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Festival/Event excludes any activity or group involved in the Special Event, the Festival must provide proof of insurance as required by this agreement. Festival/Event must furnish separate certificates for each group or activity not included or covered by Festival's insurance.

16. **Evidence of Insurance.** Prior to the Effective Date and not later than ten (10) days after any renewal date of any required insurance policies, Tenant shall furnish to Landlord a certificate of insurance, copies of policy endorsements or other evidence of insurance in some manner acceptable to Landlord, showing that Tenant is in compliance with the insurance coverage requirements of Sections 14 and 15 indicating the exclusions from any coverage, if any. All insurance required by Sections 14 and 15 shall be primary and noncontributing with any insurance that may be carried by Landlord. Landlord reserves the right, from time to time throughout the Lease Term, to increase the minimum

insurance limits set out above to ensure that adequate insurance is being maintained to the extent such increases are consistent with industry standards. All insurance companies providing the required insurance under Sections 14 and 15 shall be authorized to transact business in Texas with the Best's Insurance Rating of A or A+ or better, selected by Tenant and approved by Landlord. All insurance and certificate(s) of insurance shall contain or be endorsed to provide the following provisions:

- (a) Name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
 - (b) Provide for at least thirty (30) days prior written notice to Landlord for cancellation or non-renewal of the insurance.
 - (c) Provide for a waiver of subrogation against the Landlord for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
17. **Default.** If Tenant fails to perform or observe any provision of this Lease and fails, within thirty days (30 days) after written notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
18. **Termination.** This Lease terminates upon expiration of the term specified in Section 1, above, upon unilateral notice, mutual agreement, or upon Tenant's default under this Lease.
19. **Holding Over.** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. The tenancy shall be subject to the terms and conditions hereof and Tenant shall pay one thousand dollars (\$1,000) per month during the period of any possession after termination as rent, in addition to any other remedies to which Landlord is entitled. Either party may terminate the holdover tenancy with 30 days written notice.
20. **Attorney's Fees.** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

21. **Notices.** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows or at such other address as the parties shall request in writing:

If to Landlord:

Kaufman County, Texas
Attn: County Judge
100 W. Mulberry
Kaufman, TX 75142

If to Tenant:

Kaufman County Jr. Livestock Show
Rusty Ondrusek, President
P.O. Box 506
Kaufman, TX 75142

With Copy to:

Criminal District Attorney's Office
Civil Division
100 W. Mulberry
Kaufman, TX 75142

22. **Governing Law.** This Lease shall be construed under and in accordance with the laws of the State of Texas, without regards to any conflict of law rules, and all obligations of the Parties created hereunder are performable in Kaufman County, Texas. Exclusive venue for any action under this Agreement shall be the State District Court of Kaufman County, Texas. The Parties agree to submit to the personal jurisdiction of said court.
23. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
24. **Modification.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
25. **Headings.** The headings contained in this Lease are for convenience only and shall not enlarge or limit the scope or meaning of the various and several articles hereof. Words in the singular number shall be held to include the plural, unless the context otherwise requires.

26. **Consents.** Any consent or approval by Landlord required or authorized under this Lease shall be by the County Judge for Kaufman County, Texas or designee. Any consent or approval by Tenant required or authorized under this Lease shall be by such person designated in writing by Tenant from time to time.

IN WITNESS WHEREOF, the parties have executed this Lease agreement as of the ____ day of 2019.

Kaufman County

Hal Richards
Hal Richards, County Judge
DATE: July 18, 2019

Kaufman County Jr. Livestock Show

Rusty Ondrusek
Rusty Ondrusek, President
DATE: July 17, 2019

Attest:

Laura Hughes
Laura Hughes, County Clerk



IN THE COMMISSIONERS COURT OF
KAUFMAN COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL

COOPERATION CONTRACT WITH:

Post Oak Bend (Other Entity)

The Commissioners' Court of Kaufman County, Texas, in compliance with §791.015 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contact with Post Oak Bend (Other Entity), hereby authorizes and approves this separate specific written approval for the proposed project described below. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

1. This approval is separate and distinct from the Interlocal Cooperation Contract itself.
2. The proposed project is for Kaufman County R&B Precinct # 1 to:

A. Description of Project: Apply 24 tons of cold mix
for patching of 279 (pothole)

B. Exact Project Location: 279

C. Material, equipment, labor hours, etc. to be used on this project: 3 men
at 30 hours, a patch truck, and a roller.
24 tons cold mix

Approximate Start Date: 9-12-19 Approximate Completion Date: _____

Cost of Project: \$ 4,500.⁰⁰ *

*(to be paid into an escrow account with the County before the start date of the above described project)

It is mutually understood that no additional projects will be performed for any entities that owe outstanding project costs to Kaufman County.

Approved by Commissioners' Court:

Kaufman County Judge

Date:

Approved by: Post Oak Bend (Other Entity)

Date:

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF KAUFMAN, TEXAS
AND CITY OF _____ROSSER_____, TEXAS**

This Agreement entered into between the County of Kaufman, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of _____Rosser_____, a _____City_____ of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the City currently has a need for road maintenance, enhancements, repairs and other projects located within its boundaries within Kaufman County and the City is not equipped to render such services; and

WHEREAS, the City and the County find that the road maintenance, enhancements, repairs and other projects will provide a public benefit to the citizens of both the City and the County and that a cooperative effort by the City and the County, pursuant to the Interlocal Cooperation Act, Texas Government Code, Sec. 791.001 et. Seq., will more efficiently accomplish the purposes set forth herein.

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

1. The County agrees to provide the labor, equipment and materials necessary to complete the road maintenance, enhancements, repairs and other projects that may be requested by the City and accepted by the County.
2. The City agrees to provide funding for the road maintenance, enhancements, repairs and other projects as follows: Upon receipt of a written estimate from the County for specific repairs, or other work, the City will remit the agreed amount of funding to the County in the manner described below. The written estimate submitted by the County will become a part of this Agreement upon submission to and acceptance by the City.
3. Proceeding in order, no work shall commence on a road or other project until the required funds, as listed above, have been deposited by the City with the Kaufman County Treasurer's Office. Said funds shall be placed into an escrow account pending completion of repairs. Once repairs are completed and accepted by the City on a road or other project, the funds will be released from escrow to the County.
4. Repairs and other work are to be made in a good and workmanlike manner and in accordance with the conditions in each specific estimate for such types of repairs and other work.

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

Page 2 of 2

IN THE COMMISSIONERS COURT OF
KAUFMAN COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL

COOPERATION CONTRACT WITH:

Rosser (Other Entity)

The Commissioners' Court of Kaufman County, Texas, in compliance with §791.015 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contact with City of Rosser (Other Entity), hereby authorizes and approves this separate specific written approval for the proposed project described below. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

1. This approval is separate and distinct from the Interlocal Cooperation Contract itself.
2. The proposed project is for Kaufman County R&B Precinct # 4 to:

A. Description of Project: Blade City Road 4 times
a year

B. Exact Project Location: CR 4087

C. Material, equipment, labor hours, etc. to be used on this project: Blade Rd with motorgraders

Approximate Start Date: _____ Approximate Completion Date: _____

Cost of Project: \$ 400.00 *

*(to be paid into an escrow account with the County before the start date of the above described project)

It is mutually understood that no additional projects will be performed for any entities that owe outstanding project costs to Kaufman County.

Approved by Commissioners' Court:

Kaufman County Judge

Date:

Approved by: _____ (Other Entity) _____

Date:

Authorized Signature for Other Entity

Copy of said agreement will be provided to the County Auditor and an accounts receivable will be recorded for said agreement. The Commissioners Office will report the date of completion to the County Auditor within seven (7) days of completion of above described project. The fund deposited in the escrow account will then be paid to the County.



EARLY VOTING LOCATIONS AND TIME PERIODS
November 5, 2019 GENERAL ELECTION

Early Voting: Monday, October 21, 2019 through Friday, November 1, 2019

Early voting hours:

Hours: 8:00 A.M. – 5:00 P.M. Monday October 21, 2019 through Friday October 25, 2019.

Hours: 7:00 A.M. – 7:00 P.M. Saturday October 26, 2019

Hours: 1:00 P.M. – 6:00 P.M. Sunday October 27, 2019

Hours: 7:00 A.M. – 7:00 P.M. Monday October 28, 2019 through Friday November 1, 2019

Locations:

Kaufman County Courthouse Annex
100 N. Washington Street
Kaufman, TX 75142

Forney Sub Courthouse
200 E Main St.
Forney, TX 75126

Kemp Sub Courthouse
103 N. Main
Kemp, TX 75143

Terrell Sub Courthouse
408 E. College
Terrell, TX 75160

Lewis Elementary
1309 Lukenbach
Forney, TX 75126

Criswell Elementary
401 FM 740
Forney, TX 75126

Crosby Elementary
495 Diamond Creek Dr.
Forney, TX 75126

Blackburn Elementary
2401 Concord
Forney, TX 75126

Henderson Elementary
12755 FM 1641
Forney, TX 75126

Voting by Mail: Mail-in ballots should be sent to the address below. ****Last day to apply: Oct 25, 2019****

Brenda Samples
Early Voting Clerk
Kaufman County Courthouse Annex
P.O. Box 339
Kaufman, Texas 75142

ELECTION DAY On Election Day, November 5, 2019 voters may vote at our Election Day County Wide Polling places from:
7:00 A.M to 7:00 P.M.

CENTRAL COUNTING STATION
Kaufman County Courthouse Annex
100 N. Washington St.
Kaufman, Texas 75142

HAVA COMPLIANT EQUIPMENT
ES&S (Election Systems and Software)
DS200: Digital Image Scanner
Express Vote BMD

**JOHN DEERE****Investment Proposal (Quote)**

RDO Equipment Co.
 3230 East Airport Freeway
 Irving TX, 75062
 Phone: (972) 438-4699 - Fax: (972) 438-6789

Proposal for:
 KAUFMAN COUNTY PCT #2
 KAUFMAN COUNTY COURT
 100 W MULBERRY ST
 KAUFMAN, TX, 751422049
 KAUFMAN

Investment Proposal Date: 8/21/2019
 Pricing Valid Until: 10/31/2019
 Deal Number: 1229954
 Customer Account#: 4331004
 Sales Professional: Brandon Aldridge
 Phone: (972) 438-4899
 Fax: (972) 554-2132
 Email: BAldridge@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2019 SAKAI SW774	\$157,585.00
			Warranty - Sakai MFG. Base-36 Months, 3000 Hours, Deductible: 0, Exp Date: 8/21/2022	\$0.00
			Customer Discount BUYBOARD DISCOUNT \$15-16	(\$31,760.00)
			Equipment Subtotal:	\$125,825.00

Purchase Order Totals

Balance: \$125,825.00
 Tax Rate 3: (0%) \$0.00
 Sales Tax Total: \$0.00
 Sub Total: \$125,825.00
 Cash with Order: \$0.00
 Balance Due: \$125,825.00

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2019 SAKAI SW774	SW774 88" DUAL STEEL DRUM ROLLER

Kaufman County
RFP 19-16: Kaufman County Road 4070 Bridge Replacement
August 29, 2019 | 2:00 p.m.
BID TABULATION

Company Name	Contact	Bridge Replacement Cost	Included Required Documents
NEYLAND BRIDGE CONSTRUCTION	CURTIS NEYLAND	\$ 90,000.00	Y

Purchasing Department Verification:

Raylan Smith, Purchasing Agent

8/29/2019

Latoya Arthur, Buyer

8/29/2019

Commissioners' Court Meeting Agenda - September 11, 2019