



FILED FOR RECORD
KAUFMAN CO TEXAS

APR -8 PM 1:24

LAURA A. HUGHES
COUNTY CLERK

BY:

DEPUTY

Jackie Allen
County Judge

Terry Crow
Commissioner Precinct 1

Skeet Phillips
Commissioner Precinct 2

Kelly Lane
Commissioner Precinct 3

Tommy Moore
Commissioner Precinct 4

NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, April 14, 2026, 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/Accept the Commissioners Court regular meeting minutes for April 7, 2026.
 - B. Discuss/Consider/Accept the STAR Transit Ridership report for March 2026.
3. **Dr. Anjanette Murry:** Discuss/Consider Crandall ISD future school sites and road development in Kaufman County.
4. **Cortney Gladney:** Discuss/Consider/Accept the Collections Department 1st Quarter 2026 Analysis.
5. **Steve Howie:** Discuss and Consider the ESD Appointment Procedures for future appointments.
6. **Development Services:** Discuss/Consider/Approve the replat of Lot 12-C of Beautiful Acres located on Oak Trail in Precinct 4.
7. **Monique Hunter:** Discuss/Consider/Approve entering into a contact with New Edge to host GIS in the cloud.
8. **District Attorney:** Discuss/Consider/Approve Combined Subdivision Participation and Release for settlement with Remnant Defendants in Opioid Litigation.
9. **DA Erleigh Wiley:** Discuss/Consider/Issue Proclamation for National Crime Victims' Rights Week.
10. **Sheriff Beavers:** Discuss/Consider/Accept a Property Donation from NCTCOG for surplus items to the Kaufman County Sheriff's Department.
11. **Lorena Diaz:** Discuss/Consider/Approve advertising and soliciting Bid 2026-006 Annual Contract for Polyurethane Culverts.
12. **Commissioner Crow:** Discuss/Consider/Approve entering into an interlocal agreement with City of Post Oak for mowing roads once a month for 12 months to end on April 2, 2027.
13. **Auditor:** Discuss/Consider line item and budget transfers/corrections.
14. **Auditor:** Discuss/Consider claims for payment and/or Financial Information as provided by the County Auditor.
15. **Adjourn Meeting**

If during the meeting, a 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 and Infrastructure	Gov't Code §551.0761 and 551.089
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 8th day of April, 2026.



Jackie Allen, Kaufman County Judge

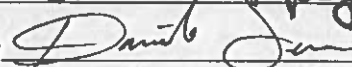
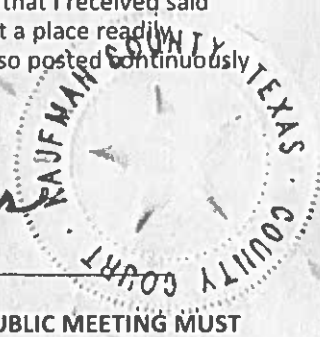
I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of a meeting of the Kaufman County Commissioners' Court is a true and correct copy of the said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 8th day of April, 2026, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of the 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 BEFORE THE MEETING.

**COMMISSIONERS COURT
REGULAR MEETING
April 7, 2026**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Commissioners Court Meeting Room, Kaufman Texas with the following members present: **Jakie Allen**, County Judge; **Terry Crow**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Kelly Lane**, Commissioner Precinct 3; **Tommy Moore**, Commissioner Precinct 4; **Bobbie Bartlett**, Chief Deputy.

INVOCATION;

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;

REMARKS FROM VISITORS;

CONSENT AGENDA

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

A. Accept Commissioners Court Meeting Minutes for March 31, 2026.

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

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

MOTION TO APPROVE ORDER

3. There came on to be a motion to approve an Order Abandoning Partial Section of Road Right of Way near FM 1392 and County Road 237B previously dedicated to the Town of Lawrence.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore

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

PRESENTATION

4. There came on to be a Presentation of the 2024 Disasters Homeowner Assistance Program (HAP) provided through the Texas General Land Office.

PASS ITEM 5

~~5. There came on to be a motion to approve the ESD appointment procedures for future appointments.~~

MOTION TO APPROVE DEPUTATION

6. There came on to be a motion to approve the Deputation of Lynncoya Poston as a Deputy Constable with Precinct #2 Constable's Office to fill a vacant patrol contract position in (191) Windmill Farm.

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

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

MOTION TO APPROVE VACANT POSITION

7. There came on to be a motion to approve Deputy Lynncoya Poston to fill a vacant patrol contract position in (191) Windmill Farm with Precinct #2 Constable's Office.

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

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

MOTION TO APPROVE DEPUTATION

8. There came on to be a motion to approve the Deputation of Devin Kirkpatrick as a Deputy Constable with Precinct #2 Constable's Office to fill a vacant patrol contract position (193) Devonshire.

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

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

MOTION TO APPROVE VACANT POSITION

9. There came on to be a motion to approve Devin Kirkpatrick to fill a vacant patrol contract position (193) Devonshire with Precinct #2 Constable's Office.

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

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

MOTION TO APPROVE RE-PLAT

10. There came on to be a motion to approve the Re-Plat of Lots 6, 7, 8 and 9 of Point Place located on County Road 133 in Precinct #1.

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

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

PASS ITEM 11

~~11. There came on to be a motion to approve a Contract with New Edge to host GIS in the cloud.~~

MOTION TO APPROVE TRAVEL

12. There came on to be a motion to approve travel for the Election Administrator and Assistant Election Administrator to attend the iGO (International Association of Government Officials) Annual Conference, Education Session and Board Meeting July 24-30, 2026, in Reston, VA.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Kelly Lane.

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

MOTION TO APPROVE TRAVEL

13. There came on to be a motion to approve travel for the Election Administrator and Assistant Election Administrator to attend the Election Center National Conference, Professional Education Program and CERA Graduation Ceremony August 19-23, 2026, in Kansas City, MO.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Tommy Moore.

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

MOTION TO APPROVE TRAVEL

14. There came on to be a motion to approve DA Investigator Watson to attend the National Threat Evaluation and Reporting Master Training Program in Denver, CO.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Tommy Moore.

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

MOTION TO APPROVE TRAVEL

15. There came on to be a motion to approve ADA Court Chief Wells to attend the NPBA Prosecutors Conference in Orlando, FL.

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

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

MOTION TO APPROVE PURCHASE

16. There came on to be a motion to approve the lease purchase of a 2025 Caterpillar 150-15 Motor Grader for Road & Bridge Precinct #3 utilizing Sourcewell Contract #011723.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Terry Crow.

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

MOTION TO APPROVE LINE-ITEM AND BUDGET TRANSFERS/CORRECTIONS

17. There came on to be a motion to approve Line-Item and Budget Transfers/Corrections.
Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Tommy Moore.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO APPROVE CLAIMS FOR PAYMENT


18. There came on to be a motion to approve Claims for Payment.
Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore.
Motion was put to a vote. Motion carried and is so ordered.

MOTION TO ADJOURN

19. There came on to be a motion to adjourn.
Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Crow.
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 true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:



Laura Hughes, County Clerk



DATE: April 7, 2026
 TO: Kaufman County
 FROM: Teresa Elliott; Project Manager
 RE: March 2026 Ridership Report

Demand Reponse	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	2,293	2,367	1,787	2,019	1,793	2,244	2,527						15,030
Days of Service	21	23	19	20	17	19	22						141
Avg. Daily Trips	109	103	94	101	105	118	115						107
Elderly & Disabled Trips	2,106	2,179	1,584	1,716	1,529	1,850	2,207						13,171
E&D Percentage	92%	92%	89%	85%	85%	82%	87%						88%

Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Crandall	42	57	24	40	73	44	175						455
Forney	565	585	322	519	509	825	708						4,033
Kaufman	266	292	165	156	331	397	462						2,069
Kemp	132	97	71	49	83	89	67						588
Mabank	14	9	3	8	4	6	18						62
Scurry	8	7	10	7	9	4	5						50
Terrell	733	800	542	534	583	843	556						4,591

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	3,047	3,360	2,884	2,862	2,336	2,337	2,285						19,111
Days of Service	21	23	19	20	17	19	22						141
Avg. Daily Trips	145	146	152	143	137	123	104						136
Median Wait Time (mins)	17.46	16.38	16.98	13.70	14.98	15.09	13.68						15.47

Total Requested Boardings ●	Completed Boardings ●	Avg. Boardings Per Service ID ●	Boarding Cancellations ●	Boarding Cancellations (No-Show) ●	Cancellation Percentage ●	Cancellation Percentage (No-Show) ●	Total Requests ●	Completed Requests ●
3128	2285	1.38	807	145	26.1%	4.69%	2850	2054
No Drivers Available Requests ●	Request Cancellations ●	Request Cancellations (No-Show) ●	Avg. # of Requests per Rider ●	Avg. Travel Duration ●	Avg. Travel Distance ●	Mean Wait Time ●	Median Wait Time ●	Bookings from Admin Panel ●
34	762	135	7.67	13.47 min	5.44 mi	23.29 min	13.68 min	29.02%
Bookings from Rider Mobile App ●	Bookings from Rider Web ●	Flag Down Bookings ●	Bookings from IVR ●	Bookings from AT Voice ●	Bookings from AT Char ●	Bookings from Open Bookings ●	Avg. # Riders per Request ●	
70.9%	0%	0%	0%	0.09%	0%	0%	1.11	

STARNow Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Kaufman	115	106	76	101	86	119	120						723
Forney	1,260	1,508	1,273	1,239	1,013	1,003	1,303						8,599
Terrell	1,672	1,746	1,535	1,522	1,237	1,215	862						9,789

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 4/14/26	SUBMITTED BY: CORTNEY GLADNEY DEPARTMENT: COLLECTIONS	PERSON PRESENTING: CORTNEY GLADNEY
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ITEM REQUESTED IS FOR: <input type="radio"/> Consent Agenda <input type="radio"/> Action/Consideration <input checked="" type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Collections Department 1st Quarter 2026 Analysis

**Collections Department Quarterly Analysis
April 2026 Report - 1st Quarter of 2026**

	<u>2025</u>	<u>2026</u>
January	\$ 121,847.22	\$ 114,834.63
February	\$ 127,195.75	\$ 169,592.04
March	\$ 144,083.81	\$ 160,322.16
Total	\$ 393,126.78	\$ 444,748.83
Previous quarter October-December 2025		\$ 361,777.88
Increase of 22.93 % from previous quarter		
Increase of 13.13 % compared to same period in 2025		

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 4/7/26	SUBMITTED BY: Steve Howie DEPARTMENT: Emergency Management	PERSON PRESENTING: Steve Howie
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ITEM REQUESTED IS FOR: <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Discuss & Consider the ESD Appointment Procedures for future appointments.

Procedures Regarding All Emergency Service District Actions

1. Applications for Appointment or Re-Appointment to an Emergency Service District (ESD) Board will be sent to the Office of Emergency Management beginning on **October 1st** of each year and they must be received no later than **November 1st** of each year.
2. **ALL Appointments begin on January 1st and end on December 31st.** Appointments and reappointments will be for two years unless it is to fill an unexpired term and then it will end on December 31st of the year the position was supposed to end.
3. The Office of Emergency Management will verify each Applicant's information and ensure that the Applicants meet statutory requirements to serve in the available positions. All applications that are found to meet the requirements shall be forwarded to the Commissioner(s) of the appropriate precinct for their review. The Commissioner(s) will advise the Office of Emergency Management of their selections, who will then forward the selection(s) to the County Judges Office in a time frame that will allow the nominees to be included on the Commissioners' Court Agenda for appointment no later than the first Court meeting of December.
4. The Agenda items will use a pre-determined template for use in placing the appointments or re-appointments on the agenda to provide consistent wording and accuracy in the appointment process. See Appendix below.
5. When there is a new appointment to fill an unexpired term the name of the person they are replacing must be included in the application and included on the agenda item.
6. Unless urgent (i.e., ESD Board not having Quorum) no appointments to unexpired terms will be made after October 1st. After this time appointments will fall into the regular appointment schedule.

Appendix 1

Templates for Commissioners' Court Agenda:

Appoint:

Discuss and Consider the appointment of **[Name/Names]** to Emergency Services District (ESD) #___ for a 2 year term starting January 1, 20XX and ending on December 31, 20XX.

Re-Appointment:

Discuss and Consider the Re-Appointment of **[Name/Names]** to Emergency Services District (ESD) # ___ for a 2 year term starting January 1, 20XX and ending on December 31, 20XX.

Replacement:

Discuss and Consider the appointment of **[Name]** to fill the unexpired term of **[Name]** beginning on ___Date_____ and ending on December 31, 20XX.

***** All 2 year appointments or reappointments begin on January 1 and end on December 31.**

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 4/14/26	SUBMITTED BY: Shannon Roden DEPARTMENT: Development Services	PERSON PRESENTING: Shannon Roden
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ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider/Approve the replat of Lot 12-C of Beautiful Acres located on Oak Trail in Precinct 4.

STATE OF TEXAS
COUNTY OF KAUFMAN

AFFIDAVIT
INSTALLATION OF FIRE SERVICE FEATURES

Project Name: New Home
Project Location: 6695 + 6687 Oak Trl. Scurry, Tx 75158

The Kaufman County Fire Marshal's Office requires the installation of fire service features, including fire apparatus access roads and water supply for fire suppression, for all commercial establishments, public buildings, and multi-family residential dwellings consisting of four or more units. In addition, *if proposed lots do not front an existing road; then all new infrastructure must conform with adopted Fire Code.*

BEFORE THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED THE AFFIANT HEREIN, WHO, BEING DULY SWORN, STATED UPON AFFIANT'S OATH THE FOLLOWING:

_____ This plat will require new infrastructure (See definition, in the Kaufman County Subdivision and Land Development Regulations) and/or is designed with the intent of constructing or substantially improving a commercial establishment, public building, or multi-family residential dwelling consisting of four or more units.

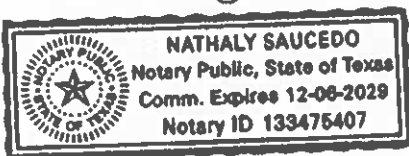
✓ - OR -

_____ This plat **WILL NOT** require any new infrastructure and **IS NOT** designed with the intent of constructing or substantially improving a commercial establishment, public building, or multi-family residential dwelling consisting of four or more units.

WHEREFORE, the Affiant acknowledges that any changes to the design of the plat or its intended use will require a new submittal and/or replat.

[Signature]
Affiant Signature

SUBSCRIBED AND SWORN TO before me by said affiant on this 5th day of February, 2026
A.D., at 11:48 a.m./p.m.



[Signature]
Notary Public in and for The State of Texas
12/06/2029
My commission expires on:

Office Use only:

Is Fire Flow Required: YES NO

Fire Marshal Reviewed: J. Cabrera #113 Date of Review: 2026.02.18



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DENTON
ALLEN
KATY
THE WOODLANDS
HOUSTON

March 5, 2026

Ms. Monique Hunter
Kaufman County – Development Services
101 N. Houston St.
Kaufman, TX 75142

**RE: Beautiful Acres – Final Plat
First Review**

Dear Ms. Hunter,

We have completed our review of the above-referenced project. Below are our comments on the final plat dated January 28, 2026, submitted by Statewide Surveying on behalf of Larry French. All references to Articles shall be understood to refer to the Kaufman County Subdivision and Land Development Rules and Regulations (approved in December 2019 and amended in June 2024), unless otherwise noted.

Final Plat

1. Based upon our review, the Final Plat is in general conformance with the Kaufman County Subdivision and Land Development Rules and Regulations (approved in December 2019 and amended in June 2024).

Please let me know if you have any questions or if any of the above comments require clarification. If the developer, design engineer, or surveyor have any questions, they should be sent directly to Development Services.

Sincerely,
tnp
teague nall & perkins

Moksha Nedungadi, PE

Historical Commission
469-376-4140



3001 S. Washington
Kaufman, Texas 75142

March 4, 2026

Reference: Tract of Land Described

For: Larry French

REFERENCE:

Property described in the attached Exhibit "A"

I certify that to my knowledge this land/property has no historical significance; I permit this project to proceed. If cultural materials are encountered during construction work shall immediately cease in the area of discovery, and the Texas Historical Commission and the County of Kaufman shall be contacted.

Thank you,

A handwritten signature in cursive script that reads "Pam Corder".

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



Kaufman County
Development Services
101 N. Houston St
Kaufman, TX 75142
469-376-4127

February 23, 2026

Re: Beautiful Acres – PID 18726 – Final Plat - Floodplain

To whom it may concern:

Kaufman County, Development Services has reviewed this final plat and determined the area of **this plat does not contain a FEMA designated special flood hazard area (SFHA).** No Floodplain Development permit or Pre-Determination will be required.

Respectfully,

Jeremy Mungin

Jeremy Mungin
Kaufman County Engineer



Kaufman County
Development Services

101 N. Houston St
Kaufman, TX 75142

Date: 12-30-2025

To whom it may concern:

The Designated Representative of the Texas Commission of Environmental Quality (TCEQ), Jerry L. Martin (OS0034064) has reviewed the submitted Final Plat. Based on the information provided, the lot sizes appear to have met the minimum requirements and are in compliance with the Kaufman County OSSF Ordinance for the placement of any On-Site Sewage Facility (OSSF) on or at the identified locations:

BEAUTIFUL ACRES; Lot No. 12-C-1 and Lot No. 12-C-2 (2 Total Lots)

Comments:

The original home appears to have an old conventional septic system located on the property, and it appears this system will remain within the new property boundaries. The new lot and home (barndo) will need a new septic permit and installation once completed.

A handwritten signature in black ink, appearing to read "Jerry Martin".

Jerry Martin
Kaufman County DR
#0034064

EDS

Call: 972-932-2171 to place your ad or
email: Mary, ads@kaufmanherald.com

We accept:



ADS IS THURSDAY PRIOR TO 5 P.M.

Legal Notice

Precision Towing has 1 skid-steer Kabota 75 SLV Must show proof of ownership if this is yours and pay fees. 9151 FM 148, Scurry, TX PH: 972-452-3628 \$900

Legal Notice

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Malt Beverage Retailer's On-Premise permit by RPM Speedway LLC, to be located at 1287 CR 4104, Crandall, TX 75114, Kaufman County, Texas. Owner of said corporation is Thomas Lorenz.

Legal Notice

Public Notice

Kaufman County Commissioners' Court is holding a meeting to discuss/consider motion to approve/disapprove the re-plat of Lots 6, 7, 8, and 9 of Point Place. Date: April 7, 2026. Time: 9:00 AM, Location: 100 N. Washington St. Kaufman, TX 75142

Legal Notice

Public Notice

Kaufman County Commissioners' Court is holding a meeting to discuss/consider motion to approve/disapprove the re-plat of Lot 12 C of Beautiful Acres

Date: April 14, 2026

Time: 9:00 AM

Location: 100 N. Washington St. Kaufman, TX 75142

**CALL US AT 972-932-2171
TO PLACE YOUR AD**

Legal Notice

NOTICE OF SALE

THE STATE OF TEXAS
COUNTY OF KAUFMAN

By virtue of an Order of Sale issued out of the Honorable COUNTY COURT AT LAW 2 of KAUFMAN County, Texas on December 18, 2025 by the Clerk of said Court, in the hereinafter number and styled suit(s) and to me directed and delivered as Sheriff or Constable of said County, I have on 24 day of February, 2026, seized, locked open, and will offer for sale the following properties, on the first Tuesday in April, 2026, the same being the 7th day of said month, pursuant to Texas Tax Code §41.01, and as further provided in the Resolution to Allow Online Auctions for Tax Foreclosure Sales And To Adopt Rules Governing Online Auctions adopted by vote of Commissioners Court of Kaufman County, Texas, on April 29, 2022, and recorded as instrument number 2022-0035897 in the Official Real Property Records of Kaufman County, Texas. The sale shall be conducted as an ONLINE AUCTION at the following URL: <https://kaufman.texas.sheriffsales.com>, between the hours of 10 o'clock a.m. and 4 o'clock p.m. on said day, beginning at 10:00 AM, and will proceed to sell for cash to the highest bidder of the right, title, and interest of the defendants in such suit(s) in and to the following described real estate listed upon as the property of said defendants, the same being and being situated in the County of Kaufman and the State of Texas, to wit:

Case No. Judgment Date	Account No.	Style of Case	Legal Description	Adjudged Value
108797-CC2 05-16-2025	138295129	FORNEY INDEPENDENT SCHOOL DISTRICT VS ROBERT REED HUMPHREY ET AL	0.84 ACRES, ROBERT PECKHAM SURVEY, ABST 374, CITY OF FORNEY (Sold subject to 2025 taxes)	\$114,576.00
110782-CC2 04-25-2022	77189	FORNEY INDEPENDENT SCHOOL DISTRICT VS ESTATE OF CHRIST GILES SR. ET AL	LOT 1, BLOCK 9, SCHWELL ADDN, CITY OF FORNEY (Sold subject to 2023 taxes)	\$ 86,790.00
111999-CC2 08-21-2024	11823	FORNEY INDEPENDENT SCHOOL DISTRICT VS BILLY WAYNE MOUNDER	2.66 ACRES, RUTH PECKHAM SURVEY, ABST 374, KNOWN AS 17797 VALLEY VIEW ROAD, CITY OF FORNEY (Sold subject to 2024 & 2025 taxes)	\$351,970.00
112285-CC2 10-25-2024	23643	FORNEY INDEPENDENT SCHOOL DISTRICT VS MICHELLE ANTHONETTE HUNT KELLEY ET AL	NORTH 1/2 OF LOTS 8, 9 & 10, BLOCK 10, ORIGINAL CROWN OF FORNEY (Sold subject to 2024 & 2025 taxes)	\$125,524.00
118329-CC2 08-16-2024	44343	FORNEY INDEPENDENT SCHOOL DISTRICT VS ALCIA FAYE BRYANT ET AL	LOT 248, WHINNERS CIRCLE, CITY OF TERRELL (Sold subject to 2024 & 2025 taxes)	\$98,063.00

(any volume and page referenced, unless otherwise indicated, being to the Deed Records, Kaufman County, Texas, to which instruments reference may be made for a more complete description of each respective tract) or, upon the written request of said defendants or their attorney, a sufficient portion of the property described above shall be sold to satisfy said judgment(s), interest, penalties, and cost, and any property sold shall be subject to the right of redemption of the defendant or any person having an interest therein, to redeem the said property, or their interest therein, within the time and by the manner provided by law, and shall be subject to any other and further rights to which the defendants or any interested therein may be entitled, under the provisions of law. Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties, and costs of suit, and the proceeds of said sales to be applied to the

RECENT CHANGES IN THE PROPERTY TAX CODE NOW REQUIRE PURCHASERS OF TAX SALE PROPERTY TO HAVE A STATEMENT FROM THE KAUFMAN COUNTY TAX ASSESSOR-COLLECTOR CERTIFYING THAT THE PERSON OR COMPANY PURCHASING PROPERTY AT A TAX SALE OWES NO DELINQUENT PROPERTY TAXES TO ANY TAXING ENTITY WITHIN THE COUNTY. YOU WILL NOT RECEIVE A TAX SALE DEED TO ANY PROPERTY YOU PURCHASE WITHOUT THIS CERTIFICATE.

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: <p style="text-align: center;">4/7/26</p>	SUBMITTED BY: Monique Hunter DEPARTMENT: Development Services	PERSON PRESENTING: <p style="text-align: center;">Monique Hunter</p>
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ITEM REQUESTED IS FOR: <p><input type="radio"/> Consent Agenda</p> <p><input checked="" type="radio"/> Action/Consideration</p> <p><input type="radio"/> Discussion/Report</p> <p><input type="radio"/> Executive Session</p> <p><input type="radio"/> Public Workshop</p>
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ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Motion to Approve entering into a Contract with New Edge to Host GIS in the Cloud.

NewEdge Services, LLC

Master Agreement for Material and Services

This Material and Services Agreement (hereinafter "Agreement"), is between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns ("NewEdge"), and Kaufman County and its subsidiaries, parents, affiliates, successors, and assigns, each of them ("Client"), each of which may be referred to in the singular as "Party" or in the plural as "Parties."

Article I. SCOPE OF AGREEMENT

NewEdge shall provide to Client such Materials and Services as described in Appendix A – Statement of Work at the prices set therein, or any Order executed under this Agreement substantially in the form of Appendix B - Order, subject to the terms and conditions of this Agreement. Any Order in effect on the date when this Agreement expires or is terminated shall continue in effect until such Order either (i) expires by its own terms or (ii) is separately terminated, prior to its own scheduled expiration, as provided in this Agreement. The terms and conditions of this Agreement shall continue to apply to such Order as if this Agreement were still in effect.

Article II. TERM OF AGREEMENT

This Agreement shall commence and be effective on the date when signed by the last Party ("Effective Date") and shall continue for a term of 60 days.

DEFINITIONS

"Affiliate" with respect to either Party to this Agreement or any Order under this Agreement means a business association that has legal capacity to contract on its own behalf, to sue in its own name, and to be sued, if and only if either (a) such business association owns, directly or indirectly, a majority interest in such Party (its "parent company"), or (b) a thirty percent (30%) or greater interest in such business association is owned, either directly or indirectly, by such Party or its parent company.

"Documentation" means all tangible and intangible written materials including user instructions and training materials or other such materials as necessary in NewEdge's sole and exclusive judgment shall be required to demonstrate or explain a requirement, provision, or other detail.

"Information" means without limitation, with respect to a Party, all information of any sort in any form including without limitation confidential, proprietary or trade secret information of such Party or of a third party that is in the possession of such Party, including discoveries, ideas, concepts, know-how, techniques, processes, procedures, designs, specifications, strategic information, proposals, requests for proposals, proposed products, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, marketing plans, employee personal information, health or financial information, authentication credentials, operations, infrastructure, network and system configurations and settings, user interface designs, class libraries, objects, facilities, products, pricing whether expressed as fixed price or hourly rates, customer lists, regulatory compliance, competitors and other technical, financial or business information, whether disclosed in writing, orally, or visually, in tangible or intangible form, including in electronic mail or by other electronic communication.

"Laws" includes all federal, state, provincial, regional, territorial, and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by governmental authority.

"Material" means a unit of Documentation or software, whether created by NewEdge for Client as a custom application, un-modified commercial off the shelf software, or commercial off the shelf software modified by NewEdge at NewEdge's election, purchased or licensed hereunder by Client from NewEdge or otherwise provided by or on behalf of NewEdge, including third party Material provided or furnished by NewEdge. "Material" shall be deemed to include any working or preliminary draft or revised draft whenever it shall be provided by NewEdge.

"Services" means anything that is not otherwise Material, including any labor or service, provided in connection with this Agreement or any Order under this Agreement.

"Specifications" means (a) NewEdge's applicable specifications and detailed descriptions in whatever form such may be described in Appendix A – Statement of Work or any Order executed under this Agreement, and (b) Client's requirements, requests, and descriptions specified in, or attached to, Appendix A – Statement of Work or any Order executed under this Agreement, which shall control over an inconsistency with Client's specifications and descriptions wherever they may be stated except as expressly stated in this Agreement or any Order under this Agreement.

"Subcontractor" or "subcontractor" means any person or entity (including an agent) supplying labor or materials to perform any or all of either Party's obligations under this Agreement or any Order under this Agreement, including any person or entity at any tier of subcontractors, and shall not be limited to those persons or entities with a direct relationship with such Party.

Article III. TERMS AND CONDITIONS

1.0 Delivery of Materials and Performance of Services

- 1.1 **Delivery of Materials** – NewEdge shall deliver Materials reasonably conforming to the Specifications provided in Appendix A – Statement of Work or any Order executed under this Agreement as provided in the section entitled Electronic Data Transmission and as determined solely and exclusively in the discretion of NewEdge, such delivery of Materials shall constitute notice of completion ("Notice of Completion") of the NewEdge promise of Materials.
- 1.2 **Delivery of Services** – NewEdge shall deliver Services reasonably conforming to the Specifications provided in Appendix A – Statement of Work and, as determined solely and exclusively in the discretion of NewEdge, such delivery of Services shall constitute Notice of Completion of NewEdge promise of Services.
- 1.3 **Acceptance by Client** – Client shall notify NewEdge in writing of non-acceptance of any such Materials or Services within 20 business days of receipt of Notice of Completion and, as determined solely and exclusively in the discretion of NewEdge, should any revisions, additions, conversions, or any other such adjustments be required, NewEdge in its sole and exclusive discretion shall deliver such Materials and Services within a time period determined by NewEdge as required to achieve reasonable compliance with the Specifications provided in Appendix A – Statement of Work. At such time as NewEdge determines the Materials and Services have achieved reasonable compliance with the Specifications provided in Appendix A – Statement of Work, NewEdge shall have no further obligation to provide to Client any revisions, additions, conversions, or any other such adjustments. At such time NewEdge shall be deemed to have completely fulfilled its obligations under the Agreement or any Order under this Agreement.

2.0 License Grant

- 2.1 Client is granted a limited, nonexclusive, non-transferable license to use and distribute NewEdge's Materials solely and exclusively for the purposes of the objectives stated in Appendix A – Statement of Work, provided Client performs its obligations as described in the Agreement, including without limitation payment of fees as provided in the Agreement. Except as provided in the Agreement, no other license or right shall be granted or implied. Client shall not transfer any license granted by this Agreement or any Order under this Agreement to another without prior express consent of NewEdge. Any use, except as granted in this Agreement, shall be at sole risk of Client without liability to NewEdge.
- 2.2 Should Client utilize NewEdge's Materials in whole or part for any purpose, except as provided in the Agreement, or expressly authorized by NewEdge in a signed writing, Client hereby expressly releases NewEdge from all claims and causes of action resulting from such use, and agrees to defend, and hold harmless NewEdge from all costs and expenses related to said claims and causes by any third party. Client's duty under this provision shall not constitute a waiver of any of NewEdge's rights or remedies under this Agreement or any Order under this Agreement or elsewhere.

3.0 Invoicing and Payment

- 3.1 Invoice Contents – NewEdge shall render an invoice for Materials and Services delivered as provided in Appendix A – Statement of Work specifying in reasonable detail: [i] Materials and Services to which the invoice applies, [ii] total amount due for each such Materials and Services delivered, [iii] total amount due for the invoice, [iv] date on which invoice was submitted ("Invoice Date"), and [v] either the physical address or direct deposit account via electronic fund transfer (EFT) to which payments must be remitted.
- 3.2 Invoice Payment Deadline – Client must remit payment in full for each invoice submitted pursuant to the Agreement or any Order under this Agreement for Materials and Services delivered as provided in Appendix A – Statement of Work no later than 30 calendar days after the Invoice Date.
- a. Temporary Suspension of NewEdge Performance – Should Client fail to pay any invoice within 30 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, suspend further work until all outstanding invoices are paid in full. Client expressly agrees to hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension to the extent allowable by law.
 - b. Termination of the Agreement or any Order under this Agreement – Should Client fail to pay any invoice within 90 calendar days of the Invoice Date, NewEdge may at its sole and exclusive election, upon written notice to Client, terminate the Agreement. Upon such written notice of termination, Client shall pay in full all fees due under the Agreement or any Order under this Agreement without regard to what portion of the Materials and Services provided in Appendix A – Statement of Work were actually delivered by NewEdge. Client expressly agrees to indemnify and hold NewEdge harmless from any claim or liability under the Agreement or any Order under this Agreement or otherwise which may result from such suspension.
 - c. Deemed Valid Invoices – Each invoice will be deemed valid when received and accepted by Client and shall be timely paid as provided herein.
 - d. Unpaid Invoices and Collections – For any invoice not timely paid as provided in this provision, NewEdge may charge and Client agrees to pay interest on any such unpaid at the rate of one point five percent (1.5%) per month (18% APR) for past due payments or the maximum rate allowed by law, whichever is less. Invoices not paid by Client within 90 calendar days may, at the sole and exclusive election of NewEdge, be pursued by collections or legal action. Should NewEdge elect to pursue collections or legal action, Client

agrees to pay any reasonable fees incurred by NewEdge including without limitation collection agency fees, attorney fees and court costs in addition to amounts due under any invoice as provided in the Agreement.

3.3 Taxes Included in Invoice – Except as specifically noted on any invoice, all payment made by Client to NewEdge shall be deemed to include all taxes and other charges levied by any government agency on NewEdge relating to its services. Client is a tax-exempt entity and shall provide evidence of same to NewEdge prior to receipt of the first invoice.

4.0 Personnel and Provision of Materials and Services

4.1 NewEdge Personnel – Personnel provided by NewEdge shall be considered solely the employees of NewEdge or its Subcontractors and not employees or agents of Client. NewEdge has and shall retain the right to exercise full control of and supervision over the creation of Materials and performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all personnel creating the Materials and performing the Services. NewEdge and its Subcontractors are and shall be solely responsible for all matters relating to compensation and benefits for all personnel provided by NewEdge.

4.2 Materials and Services Provided by Others – If any part of NewEdge Materials or Services is dependent upon work, information or other condition precedent Materials or Services by others under control of Client, then Client shall inspect to ensure such work, information or other condition precedent Materials or Services sufficiently fulfills the quality needed for NewEdge to create subsequent Materials and or perform subsequent Services. Each Party shall promptly report to the other Party any defect or other deficiency in work, information or other condition precedent materials or services by others under control of Client that renders such materials or services unsuitable for NewEdge's proper performance. In such case, the Parties shall work together to remedy such defects or deficiencies and NewEdge shall not be held in breach of any provision of the Agreement or any Order under this Agreement as a result of such defects or deficiencies.

4.3 Use of Subcontractors – NewEdge may, in its sole and exclusive discretion, use Subcontractors to create any portion of the Materials or perform any portion of the Services. NewEdge shall provide to Client, upon request, information about the Subcontractor including the identity, the location, and a complete description, of the activities to be performed by such Subcontractor. NewEdge shall remain responsible for the acts or omissions of its approved Subcontractors to the same extent as if such acts or omissions were performed by NewEdge.

5.0 Intellectual Property

5.1 Definitions – For purposes of this provision, the following terms govern:

- a. "Items" shall mean any or all inventions, discoveries, ideas, (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, specifications, texts, drawings, processes, data or other information or Documentation in preliminary or final form, and all Intellectual Property Rights in or to any of the foregoing.
- b. "Excluded Materials" shall mean: [i] Client's Pre-Existing Materials; [ii] Client's Independently Developed Materials; and [iii] Client's Mere Reconfigurations.
- c. "Client's Pre-Existing Materials" shall mean those Items owned by Client to the extent and in the form that they both existed prior to the date NewEdge began any work under this Agreement or any Order under this Agreement and were created without any use of any NewEdge Items. Client's Pre-Existing Materials shall not, however, include Paid-For Enhancements thereto.

- d. "Client's Independently Developed Materials" shall mean those Items that have been developed by Client, or on Client's behalf, both [i] without use of any NewEdge Items; and [ii] independently of any work performed under any Agreements between or among the Parties.
- e. "Client's Mere Reconfigurations" means those specific reconfigurations of Client's Pre-Existing Materials performed by NewEdge, or on NewEdge's behalf, but only to the extent that such reconfiguration is an alteration to such Materials required to permit Client's Materials to function as a precondition as described in Appendix A – Statement of Work. In no event shall Mere Reconfigurations include enhancements, modifications, or updates that are not contained in Client's Pre-Existing Materials and that add any features, functionality, or capabilities.
- f. "Intellectual Property Rights" means all patents (including all reissues, divisions, continuations, and extensions thereof) and patent applications, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, mask works, rights in technology, know-how, rights in content, or other intellectual property rights, protected under the Laws of any governmental authority having jurisdiction.
- g. "Paid-For Development" means any and all Items to the extent produced or developed by or on behalf of Clients or its employees, agents, or direct or indirect contractors or suppliers (and whether completed or in-progress) or forming part of any Materials pursuant to this Agreement or any Order under this Agreement for the development of which NewEdge has been paid monies pursuant to this Agreement. Paid-For Development shall always exclude all Excluded Materials, but shall include (without limitation) any modifications, alterations or updates of any Excluded Materials that otherwise fall within the definition of Paid-For Development. NewEdge's ownership of Paid-For Development shall, of course, be subject to Client's underlying rights and ownership in Client's Excluded Materials.
- h. "Provided Items" means Items created by or on behalf of NewEdge or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge.

5.2 **Reservation of Rights** – The Parties hereby acknowledge and agree that notwithstanding any other provision in the Agreement, NewEdge is not transferring or granting to Client any right, title, or interest in or to (or granting to Client any license or other permissions in or to) any or all: a) Items created by or on behalf of Client or directly or indirectly provided to Client (in any form, including, without limitation, verbally) by or on behalf of NewEdge; b) Paid For Development or c) Intellectual Property Rights, including, without limitation, any Intellectual Property Rights in or to any NewEdge Provided Items or Paid-For Development. The sole exceptions to the foregoing reservation of rights are that [1] NewEdge hereby grants Client such license as is described in Section 2.0 License Grant, [2] raw data collected [a] by client without NewEdge assistance or [b] by NewEdge for compensation on Client's behalf, and [3] customized Crystal Reports' reports created by NewEdge for compensation on Client's behalf. In no way expanding the foregoing license, said license in no manner permits Client to (and Client hereby promises not to without the explicit prior written and signed consent of NewEdge) make use of any NewEdge Provided Items, Paid-For Development, or Intellectual Property Rights either for the benefit of any third party or other than as agreed in a signed writing by NewEdge or expressly provided in the Agreement.

5.3 **Client Acts and Obligations** – Client shall promptly take or secure such action (including, but not limited to, the execution, acknowledgment, delivery, and assistance in preparation of documents or the giving of testimony) as may be reasonably requested by NewEdge to evidence, transfer, perfect, vest or confirm NewEdge's right, title and interest in any Paid-For Development. Client shall, in all events and without the need of NewEdge's request, secure all Intellectual Property Rights in any Paid-For Development (and any licenses specified above in any Excluded Materials) from each employee, agent, subcontractor or sub-supplier of Client who has or will have any rights in the Paid-For Development or Excluded Materials.

5.4 **License Grant to Excluded Materials** – If and to the extent that Client embeds any Excluded Materials in the Paid-For Development, Client hereby grants and promises to grant and have granted to NewEdge and its Affiliates a

royalty-free, nonexclusive, sublicensable, assignable, transferable, irrevocable, perpetual world-wide license, in and to the Excluded Materials and any applicable Intellectual Property Rights of Client to use, copy, modify, distribute, display, perform, import, make, sell, offer to sell, and exploit (and have others do any of the foregoing on or for NewEdge's or any of its Affiliates behalf or benefit) the Excluded Materials but only for purposes of creating the Materials and performing the Services as provided in this Agreement.

6.0 Compliance

6.1 **Compliance With Laws** – Both Parties shall comply with all Laws attendant upon this Agreement, or any Order under this Agreement and Client utilization of the Materials and Services provided in Appendix A – Statement of Work. Client shall procure all approvals, bonds, certificates, insurance, inspections, licenses, and permits that such Laws require for the performance of NewEdge under this Agreement. Client shall create and maintain any necessary records, provide any certificate, affidavit or other information or documentation requested or as otherwise required by NewEdge (a) to show compliance by Client with Laws, (b) to comply or otherwise establish Client's compliance with Laws or (c) to allow NewEdge to timely respond to any complaints, filings, or other proceedings. Client shall, to the extent it becomes aware of any new or previously unknown Law or other such requirement which may affect NewEdge's performance under this Agreement, promptly inform NewEdge of such requirement and agrees to indemnify, defend, and hold harmless NewEdge to the extent such requirements are not promptly communicated by Client to NewEdge.

7.0 Warranties

- 7.1 **General Warranties** - Each Party to this Agreement represents and warrants that such party is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party further represents and warrants to the other that the execution and delivery of the Agreement or any Order under this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Client further represents and warrants that: (a) all information provided to NewEdge is complete, accurate and correct and any additional time or expense incurred by NewEdge to reperform, revise or otherwise redo work performed by NewEdge on any incomplete, inaccurate, or incorrect information provided by Client to NewEdge shall be solely at Client's expense.
- 7.2 **Warranty of Execution** - Each Party represents and warrants that the execution and performance of this Agreement or any Order under this Agreement does not violate any applicable law or other contract or obligation to which Client is a party or is otherwise bound.
- 7.3 **Warranty of Quality** - NewEdge's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. NewEdge makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 7.4 **Warranty Disclaimers** – Notwithstanding any assurance of any type elsewhere in the Agreement, NewEdge does not guarantee any specific result from the Materials or Services provided under the Agreement or any Order under this Agreement or that Client will achieve any specific result or end as a result of the Materials or Services provided by NewEdge to Client. THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND NewEdge SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES AND THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. THIS

DISCLAIMER SHALL BE ENFORCED TO THE EXTENT PERMITTED BY LAW IN THOSE JURISDICTIONS THAT MAY LIMIT THE EXCLUSION OF IMPLIED WARRANTIES.

- 7.5 Unascertainable Conditions - NewEdge shall not be required to sign any documents, no matter by whom requested, that would result in NewEdge's having to certify, guaranty, or warrant the existence of conditions that NewEdge cannot independently ascertain with certainty.

8.0 Confidentiality

- 8.1 General Confidentiality - Both Parties agree that any Information either provides to the other shall be deemed confidential and shall be the providing Party's property. The receiving Party shall use such Information for the sole purpose of providing the Materials and performing the Services under this Agreement or any Order under this Agreement and such Information shall not be used for any other purpose except as expressly permitted under this Agreement. Upon expiration or termination of this Agreement or any Order under this Agreement or upon the providing Party's request, receiving Party shall promptly (i) return all copies of such Information in written, graphic or other tangible form, or (ii) certify the destruction of all documents and other material in the possession, custody or control of receiving Party, its affiliates, employees, representatives, subcontractors or agents that bear or incorporate any part of providing Party's Information.
- 8.2 Confidentiality Waivers - Neither Party shall not have an obligation to the other with respect to Information which: (a) at the time of disclosure was already known to the other free of any obligation to keep it confidential (as evidenced by the other Party's written records prepared prior to such disclosure); (b) is or becomes publicly known through no wrongful act (such obligations ceasing at the time such Information becomes publicly known); (c) is lawfully received from a third party, free of any obligation to keep it confidential; (d) is independently developed by a third party or by the Party against whom an obligation to protect such Information is to be enforced, as evidenced by Party's written records, and wherein such development occurred without any direct or indirect use of or access to the Information received from the Party seeking to enforce such obligation; or (e) the providing Party consents in writing to be free of restriction.
- 8.3 Required Disclosures of Confidential Information
- a. Compelled Disclosures of Confidential Information - If either Party is required to provide or disclose Information to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, such Party must, unless prohibited by applicable law, first provide the other Party with prompt written notice of such requirement and reasonably cooperate with the other Party should it seek reasonable protective arrangements for the production of such Information. Both Parties will take reasonable steps to limit any such provision of Information to the specific Information required by such court or agency and continue to otherwise protect all Information disclosed in response to such order, subpoena, regulation, or process of law.
 - b. Limiting Disclosure of Confidential Information - Both Parties will limit the disclosure of Information to employees, representatives, subcontractors, or agents with a need to know who: (i) have been advised of the proprietary nature thereof; and (ii) have in writing either acknowledged a specific obligation to maintain the confidentiality of Information or agreed to protect and keep confidential all proprietary information to which they have access in the scope of their employment.
 - c. Notwithstanding 8.3(a) above, the Parties expressly agree that Client does have legal obligations to respond to requests under the Texas Public Information Act, and that Client is expressly permitted to respond to such requests without contacting NewEdge unless such request would directly relate to trade secrets or other materials protected from disclosure under state or federal law.

9.0 Limitation of Damages and Indemnity

- 9.1 **Limitation of Type of Damages** - In no event shall either Party be liable to the other or any third party for any consequential or incidental damages regardless of whether either Party or third party has been apprised of such damages, however caused, based on any theory of liability including without limitation breach of contract or tort.
- 9.2 **NewEdge Reliance on Client Information** - NewEdge shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, manufacturers, suppliers, publishers of technical standards, and information from public records, without the need for independent verification. To the extent such information appears to be incomplete or inaccurate, NewEdge shall in good faith advise client accordingly and Client shall promptly cooperate to resolve such inaccuracies or provide such information as need to provide NewEdge complete information. To the extent such inaccurate or incomplete information impedes or otherwise delays NewEdge's performance under this Agreement, Client agrees to, hold harmless, and defend NewEdge and its Affiliates, as well as their respective agents, distributors and subcontractors, individually or collectively, as the case may be, in accordance with this provision against any loss arising from, or in connection with, or resulting from, the Materials or Services furnished by NewEdge under this Agreement or any Order under this Agreement or acts or omissions with respect to this Agreement or any Order under this Agreement.

10.0 Termination

10.1 Termination for Cause

- a. This Agreement or any Order under this Agreement may be terminated in part or whole by either Party for [1] failure to comply with the terms and conditions of the Agreement, or [2] as provided elsewhere in the Agreement.
- b. In such case as Client elects to terminate for alleged deficiency in Materials provided or Services performed or alleged failure of NewEdge to comply with the terms and conditions of the Agreement or any Order under this Agreement and such alleged failure relates directly to the quality or consistency of the performance by NewEdge under the Agreement, Client shall provide written notice to NewEdge thirty (30) days in advance of the date of proposed termination. On receipt of such notice, NewEdge shall have a reasonable time, not to exceed a (30) day period, to remedy such alleged deficiency or failure. If after such remedial effort, the alleged deficiency or failure has not been reasonably cured, the Agreement or any Order under this Agreement shall be deemed terminated.

10.2 **Termination by Agreement** – The Agreement or any Order under this Agreement may be terminated by a writing signed by both Parties. In such case, Client shall pay fees for work performed up to and including the date of agreed termination in compliance with the terms of the Agreement.

10.3 **Temporary Suspension of Work** – Should the Client desire to temporarily suspend work under this Agreement or any Order under this Agreement without terminating the Agreement or any Order under the Agreement, Client shall provide NewEdge thirty (30) days written notice of such suspension, the reasons for such suspension, and the proposed date on which work may recommence. Such temporarily suspended work may be resumed on a mutually agreed date but in no event shall NewEdge be required to agree to a date which unreasonably interferes with previous or anticipated commitments or scheduled events. In such case, Client shall pay fees for work performed up to and including the date of agreed suspension in compliance with the terms of the Agreement.

11.0 Miscellaneous Terms

11.1 Electronic Data Transmission

The Parties may exchange communications, documents, and other relevant Materials ("Data") electronically, in place of tangible documents, and unless otherwise agreed in a signed writing, shall direct such Data to the respective contact listed in the Notices provision of this Agreement. The following additional conditions apply to any such exchanges:

- a. **Statute of Frauds.** All Data transmitted pursuant to this clause shall be deemed to be a "writing" or "in writing" for purposes of the Uniform Commercial Code. Any such Data containing or having affixed to it a Signature shall be deemed for all purposes to: (i) to have been "signed" and "executed," and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- b. **Method of Exchange.** Data shall be exchanged by direct electronic or computer systems communication between NewEdge and Client or by indirect communications using a third-party service provider to translate, forward and/or store such Data. Each Party shall be responsible for the cost(s) and associated cost(s) of any such third-party service provider with which it contracts.

11.2 **Independent Contractor** - The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement or any Order under this Agreement shall be construed to (a) constitute Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (b) except to the extent expressly set forth in this Agreement, allow any Party hereto to create or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

11.3 **Cumulative Remedies** - The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, by statute or otherwise, except in those cases where this Agreement or any Order under this Agreement specifies that a particular remedy is sole or exclusive, but neither Party may retain the benefit of inconsistent remedies. No single or partial exercise of any right or remedy with respect to one breach of this Agreement or any Order under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy with respect to the same or a different breach.

11.4 **Assignment and Delegation** - Neither Party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other Party, except as follows:

- a. **Permitted Assignment of Rights or Delegation of Duties** - Without securing the consent of the other, either Party may assign its rights, or delegate its duties, or both, in whole or in part: to any present or future Affiliate of assigning Party, to any lender providing financing to assigning Party, or to any third party that assumes the operation of or otherwise acquires any substantial portion of the business of assigning Party affected by this Agreement.
- b. **Delegation Permitted by this Agreement** - NewEdge may subcontract its performance subject to the Section entitled "Use of Subcontractors."
- c. **Assignment of Right to Receive Money** - Either Party may assign its right to receive money due hereunder, but any assignment of money is void to the extent (a) the assignor fails to give the non-assigning Party at least thirty (30) days prior notice, (b) the assignment purports to impose upon the non-assigning Party additional costs or obligations in addition to the payment of such money, or (c) the assignment purports to preclude non-assigning Party from dealing solely and directly with assigning Party in all matters pertaining to this Agreement.

- d. Non-Compliant Assignment and Delegations are Void - Any assignment, delegation or transfer for which consent is required hereby and which is made without such consent given in writing is void.
- 11.5 Entire Agreement - This Agreement, including all appendices, exhibits, attachments and documents incorporated by reference, constitutes the final, complete, and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The terms of this Agreement or any Order under this Agreement shall govern in lieu of all other pre-printed, standardized, or other provisions that may otherwise appear in any other paper or electronic record of either Party. All prior written and oral negotiations and agreements, and all contemporaneous oral negotiations and agreements, between the Parties on the matters contained in this Agreement or any Order under this Agreement are expressly merged into and superseded by this Agreement or any Order under this Agreement. The Parties do not intend that the provisions of this Agreement or any Order under this Agreement be explained, supplemented, or qualified through evidence of trade usage or any prior course of dealings or any course of performance under any prior agreement. In entering into this Agreement or any Order under this Agreement, neither Party has relied upon any statement, estimate, forecast, projection, representation, warranty, action or agreement of the other Party except for those expressly contained in this Agreement or any Order under this Agreement. There are no conditions precedent to the effectiveness of this Agreement or any Order under this Agreement other than any expressly stated in this Agreement or any Order under this Agreement.
- 11.6 Orders – Client may order Materials or Services by submitting Orders in connection with this Agreement that are substantially in the form of Appendix B – Order Form.
- 11.7 Force Majeure - If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under this provision.
- a. Definition of Force Majeure Event - For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, ordinance, or other statutory or regulatory provision with which such Party must comply, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.
- b. Force Majeure Event Notice Requirement - If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.
- 11.8 Time Not of the Essence – Time is not of the essence.
- 11.9 Governing Law - This Agreement and all Orders under the Agreement shall be construed in accordance with the Laws of the state of Texas, without regard to principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods. For purposes of applying its Uniform Commercial Code, the Materials and Services provided under this Agreement or any Order under this Agreement shall be deemed to be "goods."

11.10 Forum

Forum for Judicial Actions - Other than to the extent expressly set forth below in this provision, any legal action or proceeding arising out of or relating to this Agreement or the transactions it contemplates shall be brought only in the Fort Worth Division of the United States District Court for the Northern District of Texas or in any Texas state court sitting in Kaufman County, Texas, and each Party consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such Judicial Action and waives any claim of forum non conveniens in connection therewith and objection to venue laid therein. Process in any such judicial action may be served on a Party anywhere in the world, whether within or without the State of Texas. The choice of forum above shall not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

11.11 Amendments and Waivers

- a. General Amendment - The Parties may not amend this Agreement or any Order under this Agreement except by a written agreement of the Parties that identifies itself as an amendment to this Agreement or any Order under this Agreement and is signed by both Parties.
- b. General Waivers of Rights - No waiver of any right or condition is effective unless given in writing and signed by the Party waiving such right or condition. No delay or omission by either Party to exercise any right or power it has under this Agreement or any Order under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach, condition or covenant shall not be construed to be a waiver of any succeeding breach or condition or of any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- c. Changes to Scope of Materials or Services - Changes to scope of the Materials or Services as described in this Agreement or any Order under this Agreement must be expressly stated and comply with the terms of this Agreement.

11.12 Severability - If any provision of this Agreement or any Order under this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions of this Agreement or any Order under this Agreement shall remain in full force to the extent both the economic and legal substance of the transactions contemplated by this Agreement or any Order under this Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

11.13 Construction and Interpretation

- a. Joint Drafting and Understanding - This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this Agreement is not to be attributed to either Party.
- b. General Construction
 - (1) Headings contained in this Agreement or any Order under this Agreement are for reference purposes only and are not to affect the meaning or interpretation of this Agreement.
 - (2) The word "include" in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use.
 - (3) References to content posted on any website referred to in this Agreement or any Order under this Agreement shall mean such content as it may be revised from time to time.

- (4) Whenever this Agreement or any Order under this Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent.
- (5) The use of singular words includes the plural and vice versa.

11.14 Third Party Beneficiaries - Except as expressly set forth to the contrary in this Agreement, there are no third-party beneficiaries of this Agreement or any Order under this Agreement, and this Agreement or any Order under this Agreement shall not provide any third person or entity with any remedy, claim, liability, reimbursement, claim of action or other legal or equitable right in excess of those existing without reference to this Agreement. NewEdge's Materials and Services provided through this Agreement or any Order under this Agreement are solely for the benefit of the Client.

11.15 Survival of Obligations - Obligations and rights under this Agreement or any Order under this Agreement that by their nature would reasonably continue beyond the termination or expiration of this Agreement or any Order under this Agreement (including without limitation those in the Sections entitled "Intellectual Property," "Compliance," "Warranties," "Confidentiality," "Limitation of Damages and Indemnity," and "Miscellaneous Terms") shall survive the termination or expiration of this Agreement or any Order under this Agreement.

11.16 Notices

- a. Each Party giving or making any notice, consent, request, demand, or other communication pursuant to this Agreement or any Order under this Agreement must give the notice in writing and use one of the following methods, each of which for purposes of this provision is a writing: by hand; certified mail (return receipt requested and postage prepaid); U.S. Postal Service overnight or priority mail; internationally recognized overnight courier (in either case with all fees prepaid); or email. Each Party giving a notice shall address the notice to the appropriate person (the "Addressee") at the receiving Party at the address listed below:
 - (1) **NewEdge:**
Brad Daugherty, President
9191 Kyser Way, Suite 103
Frisco, TX 75033
469-766-3732 - bdaugherty@newedgeservices.com
 - (2) **CLIENT:**
Monique Hunter
Kaufman County
PO BOX 729
Kaufman, TX 75142
469-376-4100 - monique.hunter@kaufmancounty.net
- b. A notice is effective only if the Party giving notice has complied with the foregoing requirements of this Section and the Addressee has received the notice. A notice is deemed to have been received as follows:
 - (1) If a notice is furnished by hand, on the date of delivery if delivered during business hours on a business day (otherwise on the next business day);
 - (2) If a notice is sent by certified mail, U.S. Postal Service overnight or priority mail, or internationally recognized overnight courier, upon the date of delivery as indicated by the receipt or other tracking record.

- (3) If a notice is sent by e-mail, upon successful transmission to the recipient's email account, if such notice is sent in time to allow it to be accessible by the Addressee before the time allowed for giving such notice expires, and a confirmation copy is sent by one of the other methods.
- (4) The addresses and telephone numbers to which notices may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

12.0 Transmission of Original Signatures and Executing Multiple Counterparts

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of original signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Kaufman County	NewEdge Services, LLC
Signature	Signature
Printed Name	<u>Brad Daugherty</u> Printed Name
Title	<u>President</u> Title
Date	Date

APPENDIX A – Statement of Work

Item	Description	Total Fee
1.0	<p>ArcGIS Enterprise Cloud Configuration</p> <p>NewEdge Services, LLC (NewEdge) will install and configure ArcGIS Enterprise components (ArcGIS Server, Enterprise Geodatabase, Portal, and Data Store) on the NewEdge Cloud. The configuration will include:</p> <ul style="list-style-type: none"> • Database Population – NewEdge will create a GIS database on a dedicated database server in the NewEdge Cloud. The database schema will match the existing schema in use by Kaufman County. Once the database has been created, it will be populated with data from the existing geodatabase. User access, permissions, and database maintenance plans will be established. • ArcGIS Enterprise Configuration – NewEdge will configure ArcGIS Enterprise core components to be ready for publishing. This includes confirming the connection between ArcGIS Server, Enterprise Geodatabase, Data Store, Portal, and Web Adaptor. • NewEdge will assist the County in recreating and publishing existing services, web maps, and apps. 	<p>\$4,500.00 One Time</p>
2.0	<p>Cloud Hosting (April 7, 2026 – September 30, 2026)</p> <p>NewEdge will host the Kaufman County's ArcGIS Enterprise on multiple cloud servers and provide all administration, including: hardware, software (Esri, SQL Server), and database administration. The County will continue to maintain their own GIS data but will NOT be responsible for administering any aspect of ArcGIS Enterprise, except as desired by County staff. GIS edits will be made using virtual servers within the NewEdge Cloud.</p> <p>The Hosted solution includes:</p> <ul style="list-style-type: none"> • ArcGIS Server <ul style="list-style-type: none"> ○ 4 cores/16 GB RAM/250 GB data drive ○ Dedicated ArcGIS Server machine with main data drive and shared folders ○ Will utilize client's Esri License • Database Server <ul style="list-style-type: none"> ○ 4 cores/24 GB RAM/500 GB data drive ○ Hosts the Esri Geodatabase ○ SQL Server included • Portal Server <ul style="list-style-type: none"> ○ 4 cores/16 GB RAM/100 GB data drive ○ Hosts Portal • Data Store Server <ul style="list-style-type: none"> ○ 4 cores/16 GB RAM/500 GB data drive ○ Hosts Data Store • Proxy Server <ul style="list-style-type: none"> ○ 4 cores/8 GB RAM ○ Directs web traffic outside of the firewall • 2 Desktop Workspaces (\$2,325/workspace annually) <ul style="list-style-type: none"> ○ Provides remote desktop access for users ○ Will utilize County's Esri License for Desktop and/or Pro • 1 major software upgrade annually for ArcGIS, performed outside office hours. Upgrades will only be performed with client approval and scheduled accordingly with 	<p>\$20,325.00 Invoiced 04/07/2026</p>

	<p>the client to best meet the client's needs.</p> <ul style="list-style-type: none"> • Minor software upgrades/patches for ArcGIS will be applied at client's discretion, performed outside office hours • All servers are fully backed up nightly, including operating system and data drives, and backups are retained for 8 days • Operating system patches and updates will be made during maintenance windows on the 1st Saturday of the month @ 8:00 UTC. • System troubleshooting and tuning is included under the hosting agreement but any other GIS support (ex. data editing, application development, etc.) will be billed through a separate hourly support contract. <p><u>County Responsibilities</u></p> <ul style="list-style-type: none"> • The above cloud environment will utilize the client's Esri licensing. Maintenance for the GIS software would still be paid by the client to Esri. • Client is responsible for any local hardware (desktops, laptops, mobile devices, etc.) and internet connectivity. 	
<p>3.0</p>	<p>Cloud Hosting (October 1 – September 30) (3-Year Agreement 2026, 2027, & 2028) As described in Item 2 above, NewEdge will continue to host Kaufman County's ArcGIS Enterprise on multiple cloud servers and provide all administration, including: hardware, software (Esri, SQL Server), and database administration. The County will continue to maintain their own GIS data but will NOT be responsible for administering any aspect of ArcGIS Enterprise, except as desired by County staff. GIS edits will be made using virtual servers within the NewEdge Cloud. This is a 3-year agreement and \$40,650.00 will be invoiced October 1 each year (2026, 2027, & 2028).</p>	<p>\$40,650.00 annually</p>
	<p><u>Special Terms and Conditions</u></p> <p><u>Amazon Web Services, Inc.</u> Client acknowledges that hosting services originate with Amazon Web Services, Inc. ("AWS") and that both NewEdge and Client are bound by the terms that govern AWS products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by AWS to NewEdge and agrees to comply with the terms and conditions that govern AWS products and services and that govern the relationship between NewEdge and AWS as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client at the following web links:</p> <ol style="list-style-type: none"> a. AWS Customer Agreement applicable to all AWS offerings provided by NewEdge. https://aws.amazon.com/agreement/ b. Amazon EC2 Service Level Agreement applicable to Amazon Elastic Compute Cloud ("Amazon EC2") and Amazon Elastic Block Store ("Amazon EBS") offerings. https://aws.amazon.com/ec2/sla/ c. Amazon Relational Database Service ("Amazon RDS") https://aws.amazon.com/rds/sla/ 	

Environmental Systems Research Institute, Inc. (Esri)

Client acknowledges that hosting services utilize licensed products from Environmental Systems Research Institute, Inc. (Esri) and that both NewEdge and Client are bound by the terms that govern Esri products and services. Client expressly acknowledges that Materials and Services provided by NewEdge to Client can be no more robust than those provided by Esri to NewEdge and agrees to comply with the terms and conditions that govern Esri products and services and that govern the relationship between NewEdge and Esri as they may be amended from time to time. Client may access such terms as may be relevant to the Materials and Services provided by NewEdge to Client at the following web links:

- a. Esri Master Agreement

[*http://www.esri.com/~media/Files/Pdfs/legal/pdfs/mia_e204_e300/english.pdf*](http://www.esri.com/~media/Files/Pdfs/legal/pdfs/mia_e204_e300/english.pdf)

- b. Esri Legal Information

[*http://www.esri.com/legal/software-license*](http://www.esri.com/legal/software-license)

APPENDIX B – ORDER FORM

Order/Statement of Work

This Order is by and between NewEdge Services, LLC, a Texas limited liability company, and its subsidiaries, parents, affiliates, successors, and assigns (“NewEdge”), and Kaufman County and its subsidiaries, parents, affiliates, successors, and assigns, each of them (“Client”), each of which may be referred to in the singular as “Party” or in the plural as “Parties,” and shall be governed pursuant to the terms and conditions of the Material and Services Agreement executed between the Parties. Any terms and conditions in this Order that modify or change the terms and conditions of Material and Services Agreement executed between the Parties shall apply to this Order only.

1. Description of Materials and Services:

Materials provided and Services performed shall include only:

Assumptions made as preconditions of the Materials and Services provided:

2. Duration of Order:

[State the term required to provide the Materials or perform Services.]

3. Personnel to Perform the Services:

The personnel to perform such Services include:

4. Location of Services:

Location of Services shall be at the following location:

5. Prices:

6. Payment:

Payment for all Services shall be at the rate of:

7. **Invoices/Billing Information:**

Invoices and billing information are to be sent to Client at:

8. **Project Manager/Point of Contact:**

The Client project manager and/or point of contact shall be:

9. **Special Terms Applicable Only to This Order**

10. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Order may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed as of the Effective Date.

Kaufman County	NewEdge Services, LLC
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date



7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Kaufman County, TX
Reference Number: CL-2028145

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to



individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.
- (3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form – [Entity Name, Entity State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact opioidsparticipation@rubris.com.



7900 Westpark Drive
Suite A 100
McLean, VA 22102
(571) 397-2050
www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form*, please contact your counsel or the Notice and Claims Administrator at opioidsparticipation@rubris.com.

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

EXHIBIT G

**Six (6) Remnant Defendants’
Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity: Kaufman County	State: TX
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





NATIONAL CRIME VICTIMS' RIGHTS WEEK

April 20-25, 2026

PROCLAMATION

WHEREAS, the week of April 20-25, 2026, has been designated as National Crime Victims' Rights Week, and serves as time to honor victims of crime, recognize their resilience, and reaffirm our commitment to justice and healing; and

WHEREAS, crime can have lasting physical, emotional, and financial impacts on victims, their families, and the community, and it is essential that victims are treated with dignity, respect, and compassion throughout the criminal justice process; and

WHEREAS, the 2026 theme, "From Harm to Healing", reflects the journey many victims take – from experiencing trauma to finding strength, restoration, and hope through support, advocacy, and justice; and

WHEREAS, healing is made possible through compassionate care, access to services, and a justice system that recognizes and upholds the rights and dignity of every victim; and

WHEREAS, victim advocates, law enforcement, prosecutors, medical providers, and community partners play a vital role in walking alongside survivors – standing with them every step of the way; and

WHEREAS, through collaboration and a shared commitment to justice, we create pathways for healing, restore hope, and empower victims to rebuild their lives; and

WHEREAS, Kaufman County and the Kaufman County Criminal District Attorney's Office remain dedicated to supporting victims of crime and ensuring access to services, rights, and resources that promote healing and recovery; and

WHEREAS, this is the 40th anniversary of the passage of the Victims of Crime Act (VOCA).

NOW, THEREFORE, I, ERLEIGH NORVILLE WILEY, Criminal District Attorney of Kaufman County, do move the Commissioners' Court of Kaufman County to designate April 20-25, 2026, as National Crime Victims' Rights Week in Kaufman County reaffirming our commitment to a victim-centered approach that supports all victims of crime during this week and throughout the year.

Erleigh Norville Wiley
Criminal District Attorney

SO ORDERED AND SIGNED THIS ____ DAY OF _____, 2026.

Jakie Allen
Kaufman County Judge



North Central Texas Council of Governments

PROPERTY DONATION RECEIPT

April 6, 2026

The North Central Texas Council of Governments (NCTCOG) serves as the administrative entity for the North Central Texas Regional Police Academy (RPA) and is therefore responsible for the appropriate disposal of surplus property in accordance with the NCTCOG Property Disposal Policy.

NCTCOG hereby transfers ownership of the following surplus items to the **Kaufman County Sheriff's Office**:

ITEM NAME	QUANTITY
Radio Holsters	35
Approximate Value	\$1,530.00

This receipt hereby releases the NCTCOG and RPA of ownership and responsibility of these items.

Date of Donation: April 6, 2026

Entity to Receive Donation: **Kaufman County Sheriff's Office**

Name of Employee Receiving Property: Jared Jacki #4112

Signature of Employee Receiving Property:  #4112

Signature of RPA Director of Law Enforcement Training: 

KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

Note: This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to Ashley.kirby@kaufmancounty.net and Kasey.hovis@kaufmancounty.net at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Tuesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

COURT DATE REQUESTED: 4/14/26	SUBMITTED BY: Jessica Moya DEPARTMENT: Purchasing	PERSON PRESENTING: Lorena Diaz
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ITEM REQUESTED IS FOR: <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Discuss/Consider/Approve advertising and soliciting Bid 2026-006 Annual Contract for Polyurethane Culverts.
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KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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COURT DATE REQUESTED: 4/7/26	SUBMITTED BY: Sandy Miller DEPARTMENT: KC Pct. 1 R&B	PERSON PRESENTING: Terry Crow
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ITEM REQUESTED IS FOR: <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop

ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA) Enter into a interlocal agreement with City Of Post Oak for mowing roads 1 time a month for 12 months ending 4-2-2027
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IN THE COMMISSIONERS COURT OF
KAUFMAN COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL
COOPERATION CONTRACT WITH:

City of Post Oak (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 Post Oak (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 the 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 Road and Bridge-to:
 - A. Description of Project: Mowing
 - B. Exact Project Location: Roads within the City of Post Oak
 - C. Material, equipment, labor hours, etc. to be used on this project: 3900.00
 - D. Approximate Start Date: 4-1-2026
 - E. Approximate Completion Date: 4-1-2027

Cost of Project: **\$3900.00**

*(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: ~~Jerry L Busby~~ Billy McMahan (Other Entity)

Date:

4/1/2026

Billy McMahan
Authorized Signature for Other Entity

A copy of said agreement will be provided to the County Auditor, and the 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 the above-described project. The fund deposited in the escrow account will then be paid to the County.

