

KIMBLE COUNTY COMMISSIONERS COURT
REGULAR MEETING – FEBRUARY 13, 2024 @ 9:00 AM

The Honorable Commissioners Court met on the above date and time in the County Courtroom at 501 Main Street, Junction, TX 76849. The following minutes were taken with regard to that meeting and are reflected below as accurately and to the best of my ability below:

COURT PRESENT:

Commissioner Precinct 1 Brayden Schultz
Commissioner Precinct 2 Kelly Simon
Commissioner Precinct 3 Dennis Dunagan
Commissioner Precinct 4 Kenneth Hoffman
County Judge Hal A. Rose
County/District Clerk Karen E. Page

ELECTED OFFICIALS PRESENT:

County Attorney Andrew Heap

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

Call to order:

County Judge Hal Rose called the meeting to order at 9:02am

Convene meeting and establish quorum.

Quorum was established
Invocation at 9:03am
Pledge at 9:04am

Public Comments:

None

- 4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.**
 - a. No action taken

- 5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent, including discussion of precinct priorities.**
 - a. ET Sparks, Road & Bridge Supervisor provides brief update, no report provided due to printer problems, regardless a motion to accept the report made by Commissioner Hoffman, second by Commissioner Simon, all in favor, motion carries

- 6. Consideration, discussion, and possible action regarding follow up discussion on possible county regulations regarding county road matters such as culverts, right of ways, road use and weight and related matters.**
 - a. No action taken, tabled for discussion at a later time

- 7. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.**
 - a. Heather from KCAD presents 911 address report and new roads report which includes four new roads from the Crooked Creek subdivision, motion to accept report and approve new road names made by Commissioner Schulze, second by Commissioner Simon, all in favor, motion carries

8. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court and request for retention of monies to be refunded to the county.

- a. Motion to accept and approve January tax report made by Commissioner Schulze, second by Commissioner Simon, all in favor, motion carries.
- b. Heather from KCAD presents request letter dated January 26, 2024 to the Commissioner's Court for consideration and approval for retention of excess funds pertaining to a 2022 audit. Funds would be used for senior appraiser's salary increase and part time clerk position. Motion to approve request made by Commissioner Schulze, second by Commissioner Simon, all in favor, motion carries
- c. Additional information regarding remaining ARB hearings – 300 unresolved, everything is on hold until the comptroller's office holds new training estimated to start mid-march, protests to start again after April

9. Consideration, discussion, and possible action regarding Kimble County Emergency Services District annual report and update.

- a. Ted Sandlin and Mike Zenner with ESD presents a year in review for 2023, provides breakdown on calls, equipment, staff, etc., \$260k for new ambulance, they are fully staffed however, are always looking for new employees as well as grants to offset costs. Commissioners thanked ESD for all their hard work and dedication to the County

10. Consideration, discussion, and possible action regarding request by county property supervisor for concrete slab on county workshop property.

- a. Jerry Wallace presents request for a 40x40 slab instead of previously requested 20x20 slab for future use at the County work yard, would be an increase of \$3k more, Commissioner's engaged in a conversation about best layout for the area, structure size, etc., motion to table for now made by Commissioner Simon, second by Commissioner Schulze, all in favor, motion carries

11. Consideration, discussion, and possible action regarding approval of \$725.00 donation from HCTC to the Kimble County Library.

- a. Motion to approve donation made by Commissioner Schulze, second by Commissioner Dunagan, all in favor, motion carries

12. Consideration, discussion, and possible action regarding a resolution recognizing First Baptist Church contributions to the community in offering emergency shelter to county residents.

- a. Randy Millican presents plaque to Steve Myers of Junction First Baptist Church in recognition of their contributions to the community by providing emergency shelter to county residents when needed.

13. Consideration, discussion, and possible action regarding a request by the Junction Area Farmers Market to use a portion of the Kimble County courthouse square for weekly farmers markets.

- a. Jamie Edwards presents formal request to the Court regarding the 2024 Farmer's Market season, request includes use of the courthouse lawn in rotating pattern as they did last year, provided on scholarship events, eclipse weekend of April 6-8, community impact and agreed to share the courthouse lawn space with other annual events

- b. Judge Rose advised that the Court is planning on reapplying for the courthouse restoration so the courthouse lawn will not be advisable as a location if this moves forward, the Farmers Market will move to the City Park or other available space in the event constructions starts during the 2024 season
- c. Motion to grant the Junction Area Farmer's Market access to the courthouse lawn made by Commissioner Hoffman, second by Commissioner Schulze, all in favor, motion carries

14. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2023 COG tower grant and 2024 Operation Lone Star and Operation Stonegarden state grants.

- a. Sheriff Castleberry provides update on all grant activities, no action taken

15. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.

- a. Billie Stewart advised the Court of HR activities including two new hires and two new terminations, no action taken

16. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules.

- a. No action

17. Consideration, discussion, and possible action regarding a Services Agreement between the Texas Association of Counties and Kimble County for annual maintenance of county website.

- a. Motion to approve TAC annual website maintenance contract made by Commissioner Schulze, second by Commissioner Dunagan, all in favor, motion carries

18. Consideration, discussion, and possible action regarding renewal of interlocal agreement between Kerr County and Kimble County for county to house inmates in Kerr County.

- a. Motion to approve Kerr/Kimble interlocal agreement made by Commissioner Hoffman, second by Commissioner Schulze, all in favor, motion carries

19. Consideration, discussion, and possible action regarding an agreement between Kimble County and 1200.aero related to airport traffic monitoring needed for among other things our new airport layout plan.

- a. Commissioner's discussed funding for the new airport layout plan will come from the TXDOT ARPA Funds (around \$40k), motion to approve the 1200.aero contract made by Commissioner Hoffman, second made by Commissioner Schulze, all in favor, motion carries

20. Consideration, discussion, and possible action regarding Joint Resolution regarding authorization between parties and county election officer for 2024 joint primary and runoff, if necessary, elections in Kimble County.

- a. Resolution 2024-05 presented to the Court by Karen E. Page, Clerk and office in charge of elections for the County, prepared and signed by both political parties in agreeance to hold a Joint Primary Election March 5, 2024, permission to enter into this contract granted in December 2023 meeting, all in favor, resolution signed

21. Consideration, discussion, and possible action regarding agreement between HCTC and Kimble County related to exchange of tower space for services on to be constructed communication tower in county.

- a. Sheriff Castleberry presents the Court with a contract between HCTC and Kimble County regarding space on the new tower, this is a one-time contract which provides fiber optics to the tower and improved broadband services to the immediate area at no cost to the County, motion to approve the contract made by Commissioner Simon, second by Commissioner Dunagan, all in favor, motion carries

22. Consideration, discussion, and possible action regarding proposal to purchase Single Drum Roller by the county from ASCO Equipment using funds donated by Kinder Morgan.

- a. ASCO rep Mark Baxter present to discuss the 2019 single drum roller ready for purchase by the Court in the amount of \$49,715.66, to be paid with the money from Kinder Morgan, motion to approve price and finalize purchase made by Commissioner Hoffman, second by Commissioner Dunagan, all in favor, motion carries

23. Consideration, discussion, and possible action regarding agreement between Encartele, Inc./Cidnet and Kimble County Sheriff's Office/Jail related to telephone services (and termination of existing agreement).

- a. Request from the Kimble County Jail Administrator to make changes with regard to the current inmate telephone service plan, terminate current contract and sign with Encartele Inc/Cidnet, new provider offers a better revenue share for Kimble County (45%), motion to terminate old contract and sign new contract with Encartele made by Commissioner Schulze, second by Commissioner Hoffman, all in favor, motion carries

24. Consideration, discussion, and possible action regarding April 8, 2024 total eclipse planning led by Randy Millican.

- a. Andrew Bernard provided an update in place of Mr. Millican on the eclipse planning, no action taken

25. Consideration, discussion, and possible action on following items Kimble County 2024 courthouse restoration application.

- a. No action, tabled

26. Consideration, discussion, and possible action regarding potential amendments to Kimble County Subdivision and Manufactured Home Rental Community Regulations.

27. EXECUTIVE/CLOSED SESSION – An executive/closed session meeting may be held (as needed) pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorney regarding: (a) the county's active subdivision and manufactured home rental community regulations; (b) specific instances of potential impediments in the county road easements; and (c) any other matter described in this meeting agenda.

- a. Motion to close regular session and enter into executive session made by Commissioner Simon, second by Commissioner Schulze, all in favor, motion carries, regular session closed at 11:40am, entered into executive session at 11:41am
- b. Motion to close executive session and return to regular session made by Commissioner Simon, second by Commissioner Dunagan, all in favor, motion carries, executive session closed at 12:50pm, reopened regular session at 12:51pm

28. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.

- a. Motion to approve and pay bills made by Commissioner Hoffman, second by Commissioner Dunagan, all in favor, motion carries

29. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-03 authorizing same

- a. Motion to approve budget amendments under Order CC-2024-03 made by Commissioner Dunagan, second by Commissioner Hoffman, all in favor, motion carries

30. Adjournment

- a. Motion to adjourn made by Commissioner Dunagan, second by Commissioner Simon, all in favor, motion carries, meeting closed at 1:39pm

There being no further business, Court adjourned this 13th day of February, 2024

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

COMMISSIONER'S COURT
MEETING 2/13/2024

VISITORS PLEASE SIGN IN

- 1 Heather Donahoe
- 2 Kelly Millican TIDEM
- 3 Jamie Sadler Edwards (Junction Area Farmers Mkt)
- 4 DALE JOHNSON - Fire Dept
- 5 Rick Winsor ESD
- 6 Mike Ziemer ESD
- 7 Mark Arrazola
- 8 Candace Morrison
- 9 Sharla Morrison
- 10 Ted Sandlin Kimble Co. EMS
- 11 James Stewart
- 12 John Crashman
- 13 Kris Dransom FBC
- 14 Barbie Reddell JFBC / ESD
- 15 Steve Myers JFBC
- 16 John East
- 17 Emily Grimes
- 18 _____
- 19 _____
- 20 _____

KIMBLE COUNTY COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene in the County Courtroom of the Kimble County Courthouse, 501 Main Street, Junction, Texas 76849, at 9:00 a.m. on Tuesday, February 13, 2024

AGENDA


1. Call to order.
2. Convene meeting and establish quorum.
3. Public comments are welcome. Please limit comments to five minutes or less.
4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent, including discussion of precinct priorities.
6. Consideration, discussion, and possible action regarding follow up discussion on possible county regulations regarding county road matters such as culverts, right of ways, road use and weight and related matters.
7. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
8. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court and request for retention of monies to be refunded to the county.
9. Consideration, discussion, and possible action regarding Kimble County Emergency Services District annual report and update.
10. Consideration, discussion, and possible action regarding request by county property supervisor for concrete slab on county workshop property.
11. Consideration, discussion, and possible action regarding approval of \$725.00 donation from HCTC to the Kimble County Library.
12. Consideration, discussion, and possible action regarding a resolution recognizing First Baptist Church contributions to the community in offering emergency shelter to county residents.
13. Consideration, discussion, and possible action regarding a request by the Junction Area Farmers Market to use a portion of the Kimble County courthouse square for weekly farmers markets.
14. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2023 COG tower grant and 2024 Operation Lone Star and Operation Stonegarden state grants.
15. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
16. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules.
17. Consideration, discussion, and possible action regarding a Services Agreement between the Texas Association of Counties and Kimble County for annual maintenance of county website.
18. Consideration, discussion, and possible action regarding renewal of interlocal agreement between Kerr County and Kimble County for county to house inmates in Kerr County.
19. Consideration, discussion, and possible action regarding an agreement between Kimble County and 1200.aero related to airport traffic monitoring needed for among other things our new airport layout plan.
20. Consideration, discussion, and possible action regarding Joint Resolution regarding authorization between parties and county election officer for 2024 joint primary and runoff, if necessary, elections in Kimble County.
21. Consideration, discussion, and possible action regarding agreement between HCTC and Kimble County related to exchange of tower space for services on to be constructed communication tower in county.
22. Consideration, discussion, and possible action regarding proposal to purchase Single Drum Roller by the county from ASCO Equipment using funds donated by Kinder Morgan.
23. Consideration, discussion, and possible action regarding agreement between Encartele, Inc./Cidnet and Kimble County Sheriff's Office/Jail related to telephone services (and termination of existing agreement).
24. Consideration, discussion, and possible action regarding April 8, 2024 total eclipse planning led by Randy Millican.
25. Consideration, discussion, and possible action on following items Kimble County 2024 courthouse restoration application.
26. Consideration, discussion, and possible action regarding potential amendments to Kimble County Subdivision and Manufactured Home Rental Community Regulations.

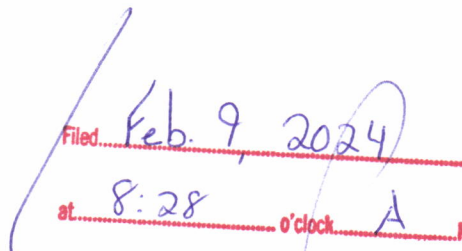
EXECUTIVE/CLOSED SESSION – An executive/closed session meeting may be held (as needed) pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorney regarding: (a) the county's active

subdivision and manufactured home rental community regulations; (b) specific instances of potential impediments in the county road easements; and (c) any other matter described in this meeting agenda.

27. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
28. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-03 authorizing same.
29. Adjournment.

This notice is given and posted pursuant to the Texas Open Meetings Act, Title 5, Chapters 551 and 552, Texas Government Code.


Hal A. Rose, County Judge


Filed Feb. 9, 2024
at 8:28 o'clock A.M.
Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**Agreement**”) is entered into as of the last date of signature below (the “**Effective Date**”), by and between **1200.aero, Inc.** a North Carolina corporation (“**1200.aero**”) and the Client set forth below:

1200.aero		Client	
Company	1200.aero, Inc.	Client	Kimble County Airport
Address	306 Roebling Ln.	Address	635 Airport Road, 501 Main
City/State/Zip	Cary, NC 27513	City/State/Zip	Junction, TX 76849
1200.aero Principal Contact		Client Principal Contact	
Name	Ivan Vasquez	Name	Hal Rose
Title	Founder & CEO	Title	Kimble County Judge
Phone	919 360-6120	Phone	325-446-2724
Email	ivan@1200.aero	Email	hal.rose@co.kimble.tx.us

1. Scope of Service. The following Service will be provided by 1200.aero:

Live Map

- Live tracking of all ADS-B-equipped aircraft within approximately 30 nautical miles of User’s airport, including VFR, IFR and ground operations.
- Automated logging of landings, takeoffs, go-arounds, overflights, ramp and gate arrivals and departures.
- Past, current and scheduled arrivals and departures based on ADS-B, Mode-S data and FAA filed flight plans.
- Searchable aircraft tracking history for up to 2 years.
- Visualization of parked aircraft and geo-fenced ramps.
- Visualization of current operations counts in near-real time.

Reports

- Operational statistics by month, year or custom date range, including daily operation counts by aircraft category, engine type, training, local vs. itinerant, runway, source / destination airport and weather conditions.
- Advanced operations search by multiple criteria, including tail number, aircraft type, operation type, used runway.
- Reports downloadable in PDF and CSV format.
- Access to the airport’s raw operational data.

Notifications

- Daily and monthly operations summary notifications (landings, takeoffs, active and parked aircraft for previous day)
- Advisory safety event notifications (near mid-air collisions, potential off-airport landings, emergency transponder codes)
- Notifications delivered via email, text message or Slack (User is responsible for obtaining its own Slack account)

Airspace Replay

- Playback of all airspace activity, including ATC audio, within approximately 30 nautical miles of User’s airport, for up to 2 years from present date.

Noise Complaint Research

- Search and replay of flight activity by street address, date and time.

Support

- Response to requests for customer support within 1 business day.
- Receiver maintenance.
- Unlimited number of users.

1. Term. The Initial Term of this Agreement begins on the Effective Date and continues for one (1) year.

2. Fees.

- Based on currently available average operations data for the airport, the Service fee will be **\$1,140/year**.
- The Service Fee is invoiced in advance for each year of the Agreement.

This Agreement consists of this cover page and all the provisions contained in the Terms and Conditions attached hereto and any other Schedules or Attachments attached hereto. **EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT, INCLUDING THE ATTACHED TERMS AND CONDITIONS AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.**

1200.aero, Inc.

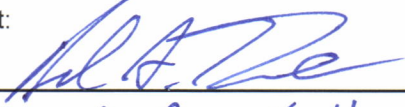
By: 

Ivan Vasquez, Founder & CEO

Print Name and Title

Date: Jan 24, 2024

Client:

By: 
Ace A. Rose, Kimble County Judge

Print Name and Title

Date: 2/13/24

1200.AERO SAAS AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, 1200.aero will provide Client on a "software as a service" basis with use of software and hardware for monitoring and measuring the operation of general aviation assets which, together with the implementation, consulting, hosting and support services provided by 1200.aero, is defined as the "Service."

2. Service

(a) 1200.aero grants Client the non-exclusive, non-transferable right to use the Service during the term of this Agreement solely for Client's benefit, subject to the terms of this Agreement. Client may use and access the Service solely through a 1200.aero-designated web site ("Site"). Client agrees to comply with all applicable laws, rules and regulations when using the Service and associated data, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(b) The Service may be used and accessed for Client's own purposes and only by Client's employees and contractors while doing work for Client ("Users"). Client's contractors may use the Service only for the benefit of Client. Client will use reasonable efforts to protect the confidentiality of the usernames and passwords of its Users. Client is responsible for any violation of this Agreement by Users. Client agrees to promptly notify 1200.aero if Client becomes aware of any User's breach of this Agreement or of any unauthorized use of a User's account.

(c) 1200.aero will use commercially reasonable efforts to make the Service available on 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 10(f) below and excluding downtime for maintenance purposes. 1200.aero regularly changes and enhances its Service and may modify the Service from time to time without notice to Client. 1200.aero may provide or perform certain parts of the Service through third-party vendors and subcontractors, including use of a third-party hosting facility.

(d) Client shall not and shall not allow any User or third party to: (1) interfere with or disrupt the integrity or performance of the Service; (2) access or use the Service in a way that circumvents any usage limit; (3) access the Service for purposes of monitoring availability, performance or functionality, to build a competitive product or service, or for any other benchmarking or competitive purposes; or (4) attempt to gain unauthorized access to the Service.

(e) If Client obtains a limited evaluation or trial or other no-fee right to use the Service, whether separately or during the first part of the Initial Term ("Evaluation Service"), Client's rights shall be limited to evaluation and/or trial use. Section 8(b) below does not apply to Evaluation Service. Evaluation Service is provided "AS-IS", without warranty of any kind.

3. Receiver

(a) The Service requires the use of a data receiver, to be provided by 1200.aero ("Receiver"), which includes an outdoor antenna. Client agrees to host the Receiver at its facilities. Client must provide a suitable space with internet access for the Receiver including the antenna, and an electrical outlet for the Receiver. The Receiver must be kept indoors at controlled room temperature, away from flammable materials.

(b) The Receiver remains the sole property of 1200.aero and is for use solely in support of the Service. Client agrees to return the Receiver to 1200.aero, at 1200.aero's expense, upon the request of 1200.aero. Client will keep the Receiver free from all liens and encumbrances.

(c) Unless the parties otherwise agree, Client agrees to install the Receiver including the antenna according to 1200.aero's requirements. 1200.aero will assist Client with the installation and configuration of the Receiver upon Client's request. Client will provide 1200.aero with onsite access to the Receiver for maintenance purposes upon reasonable advance notice.

(d) Client acknowledges and agrees that the data collected by the Receiver ("Receiver Data") includes flight information that will be fully available for 1200.aero to use in its business, including for use and access by other 1200.aero clients. To the extent Client has any rights to Receiver Data, Client grants to 1200.aero a perpetual, irrevocable, worldwide, sublicensable, non-exclusive, and transferable right and license to use, copy, distribute, modify, aggregate, and make derivative works of such Receiver Data, for any purpose. 1200.aero, however, will not disclose or use confidential operational details about specific airport tenants, aircraft or aircraft fleets without the consent of the tenant or aircraft/fleet owner/operator, except to provide the Service under this Agreement.

4. Support and Maintenance

(a) 1200.aero will reasonably assist Client with the operation and use of the Service and with failures of the Service to operate substantially in accordance with its description ("Errors"). 1200.aero does not warrant or represent that all Errors can and will be corrected.

(b) Client shall take reasonable steps to confirm that the issue is with the Service and not with Client's network, hardware, or facility. 1200.aero shall have reasonable access to Client's staff and Client shall provide information and perform tasks as reasonably requested by 1200.aero to aid in the resolution of problems.

(c) 1200.aero may use any feedback regarding any suggested improvements to the Service provided by Client for any purpose, including without limitation to modify, supplement, or improve the Service, without payment or compensation to Client.

5. Term; Termination

(a) This Agreement is effective beginning on the Effective Date and will continue for the Initial Term specified on the cover page. At the end of the Initial Term and each Renewal Term, this Agreement will automatically renew for successive annual renewal terms (each, a "Renewal Term") unless either party gives at least sixty (60) days prior written notice to the other party of its intent to terminate this Agreement.

(b) Either party may terminate this Agreement if the other party materially breaches this Agreement, and such breach is not cured within thirty (30) days after written notice.

6. Fees

(a) Client shall pay 1200.aero the amounts set forth above. Service subscription fees are payable in advance and all invoices will be due within thirty (30) days after invoice date. Late payments will be subject to interest at the rate of twelve percent annually, or the maximum amount allowed by applicable law if lower. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, 1200.aero may suspend Client's access to all or any part of the Service. All payments shall be made in United States dollars and are non-refundable. Client agrees to reimburse 1200.aero for reasonable out-of-pocket expenses that are pre-approved in writing by Client.

(b) If Client claims tax-exempt status, Client will provide 1200.aero upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on this Agreement, excluding taxes based on 1200.aero's net income.

7. Intellectual Property

(a) Client agrees that 1200.aero and its third party licensors own all right, title and interest, including all intellectual property rights, in the Service, the Receiver, all associated software, and the Site (collectively, "1200.aero Intellectual Property"), including but not limited to structure, organization, design, algorithms, templates, data models, screen displays, and report formats associated therewith. 1200.aero reserves all rights to 1200.aero Intellectual Property not specifically granted herein.

(b) Client will not: (i) reverse engineer, decompile or disassemble 1200.aero Intellectual Property, and will not otherwise attempt to reconstruct or discover the source code for 1200.aero Intellectual Property; (ii) provide, lease, sell or use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use 1200.aero Intellectual Property for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any 1200.aero Intellectual Property.

8. Warranties and Disclaimers.

(a) Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) 1200.aero warrants that the Service will substantially conform to the description provided in connection with the Service. Client's sole and exclusive remedy for breach of this warranty is for 1200.aero to use commercially reasonable efforts to cause the Service to conform.

(c) 1200.aero does not warrant that the Service will operate uninterruptedly or error-free. Receiver Data and associated analytics and derivatives are provided on an "AS-IS" basis, without warranty. To the extent that data is being collected from aircraft and transmitted over the Internet or Client's network, Client acknowledges that 1200.aero has no control over the functioning of the Internet, aircraft equipment or any other non-1200.aero hardware and network resources and 1200.aero makes no representations or warranties of any kind regarding the performance of any such equipment and networks. Client is solely responsible for all decisions made using the Service.

(d) THE SERVICE IS NOT AN AIR TRAFFIC CONTROL SYSTEM AND IS NOT FOR USE IN MANAGING AIR TRAFFIC. IN NO EVENT WILL 1200.AERO OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS BE LIABLE IN ANY WAY FOR ANY AVIATION INCIDENTS OR ASSOCIATED DAMAGES OR LIABILITIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 1200.AERO AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

(e) 1200.aero may from time to time provide as part of the Service interfaces to third party software, systems, databases and services (collectively, "Third-Party Systems"). 1200.aero reserves the right to charge additional fees for providing and supporting interfaces. Unless otherwise agreed in writing by 1200.aero, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for 1200.aero to deliver any interfaces to Third-Party Systems that have been acquired by Client. Client acknowledges that 1200.aero has no control over Third-Party Systems and accordingly 1200.aero makes no representations or warranties of any kind regarding its interfaces to Third-Party Systems.

9. Liability; Insurance

(a) Client agrees that the aggregate liability of 1200.aero and its suppliers relating to this Agreement and the Service shall be limited to the amount of fees actually received by 1200.aero from Client under this Agreement during the one-year period immediately preceding the event which gave rise to the claims. In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if such party is told that any of such damages may occur.

(b) Each party shall maintain commercially reasonable insurance to protect against claims and risks relating to this Agreement.

10. Other Provisions

(a) Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that such consent shall not be necessary in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, so long as such acquirer is not a competitor of the other party. Any permitted assignee must agree in writing to the terms of this Agreement.

(b) The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between 1200.aero and Client.

(c) Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by recognized express courier, and shall be effective upon receipt, or (iv) by email, with confirmation of receipt.

(d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. 1200.aero will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(e) Choice of Law and Arbitration.

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the state of North Carolina, without giving effect to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply to this Agreement.

(ii) Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(iii) All Disputes that cannot be resolved through good-faith negotiation will be settled by binding arbitration. Judgment on any award rendered may be entered in any court having competent jurisdiction. The arbitration hearing will be conducted in accordance with the then-current rules of the American Arbitration Association. The site of the Arbitration will be Raleigh, NC, USA. The arbitration panel shall consist of one arbitrator. Notwithstanding the foregoing, either party may pursue injunctive relief to protect its intellectual property rights and confidential information.

(f) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, pandemic, epidemic, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, or failure of telecommunication or internet service providers.

(g) No 1200.aero Intellectual Property, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction, including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 1200 AERO	
2	Business name/disregarded entity name, if different from above 1200 AERO	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5	Address (number, street, and apt. or suite no.) See instructions. 306 Roebing Ln.	Requester's name and address (optional)
6	City, state, and ZIP code Cary, NC 27513	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
8	7	-	1	6	6	2	1	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 01/04/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

(800) 687-0008
www.AscoEq.com



REMIT TO
ASCO EQUIPMENT
P.O. BOX 3888
LUBBOCK, TX 79452

ASCO EQUIPMENT
700 KNICKERBOCKER RD
SAN ANGELO TX 76903
(325) 655-5666

EQUIPMENT INVOICE
PROFORMA

INVOICE TO:

KIMBLE COUNTY
501 MAIN
JUNCTION TX 76849-4743
(325) 446-2847

SHIP TO:

KIMBLE COUNTY
501 MAIN
JUNCTION TX 76849-4743
(325) 446-2847

Mode Of Payment : Cash

ORDER NO	CUSTOMER NO	CUSTOMER PO	DATE	PAYMENT TERMS
ESA027087	BP0016047	COD	2024-02-12	Cash on Delivery
SALESMAN : Mark Baxter		EQUIPMENT ORDER : ESA027087	DELIVERY TERMS :	

UNIT	QTY	UNIT PRICE	TOTAL
EQ0100701 Case SV212DSM Single Drum Rollers Case MODEL: SV212 S/N: NJWTB3164	1	49,624.00	49,624.00

Sold As Is, Where Is, No Warranty Expressed Or Implied

SUB TOTAL: 49,624.00

SALES TAX DETAILS:

H10 -HET - SAN ANGELO : 91.66

[Handwritten signatures]
Kenneth Schuf
Dennis Duraga
Kurt Hoffmann
[Signature]

TOTAL PURCHASE	49,624.00
SALES TAX	91.66
TOTAL AMOUNT	49,715.66

TERMS, LIENS, AND CONDITIONS

Customer agrees to the following terms and conditions in regard to the purchase of the equipment, parts or repairs described on the front of this agreement (these terms and conditions include the information on the front of this agreement and the terms and conditions stated within the Customer's credit application and rental agreement, if any, all of which are part of this agreement):

Inspections; Acceptance of Parts and/ or Equipment. Customer represents and acknowledges that it has inspected the goods, services and equipment purchased by Customer from Associated Supply Company, Inc. ("ASCO"), finds the same to be in satisfactory condition, properly operating, and fit for the use or purpose intended by Customer. Customer acknowledges that the equipment or parts purchased have been selected solely by Customer for the purpose such equipment or parts are to be used and without reliance on ASCO or its employees, and that ASCO (i) has not selected the equipment or parts purchased, and (ii) is not responsible for the suitability of the equipment for the use Customer intends. **Customer agrees that except as expressly set forth in this agreement, ASCO is not liable for and makes no warranties, either express, implied, or by operation of law, as to any matter whatsoever including, without limitation, the condition of the equipment or parts, its merchantability, or its fitness for any particular purpose, and Customer releases ASCO to the fullest extent allowed by law from any warranties, express, implied or arising by operation of law. There are no warranties which extend beyond the description of the equipment or parts on the front of this agreement.**

Lien and Security Interest Related to Repair Work. Customer hereby authorizes all repair work to be done along with materials therefore and other repairs and materials incidental thereto. ASCO's employees may operate the above vehicles for purposes of testing, inspection or delivery at Customer's risk. An express possessory lien under Chapter 70, Subchapter A of the *Texas Property Code*, and a Security Interest under Title 1, Chapter 9 of the *Texas Business and Commerce Code (Uniform Commercial Code – Secured Transactions)* is granted to ASCO upon the machines, equipment and vehicles being repaired to secure all charges for labor, materials, and related expenses. Possession of the machines, equipment and vehicles may remain with ASCO until all charges are paid or arrangements satisfactory to ASCO are made. ASCO will not be held responsible for loss or damage to machines, equipment, or vehicles or articles left therein in case of fire, theft, accident or any other cause beyond ASCO'S control. Repairs are warranted for 90 days after the date of the repair; however, no warranty will apply if the invoice for such repairs is unpaid.

NOTICE OF RIGHT TO TAKE POSSESSION OF EQUIPMENT FOR UNPAID REPAIRS. *As indicated by its signature on the front of this agreement, Customer agrees that the equipment repaired by ASCO is subject to repossession in accordance with Section 9.609 of the Texas Business and Commerce Code if payment of a check, money order, or a credit card transaction is stopped, is dishonored because of insufficient funds, no funds on deposit, or because the drawer or maker of the check, money order or the credit card holder has no account or the account has been closed.*

Security Interest. Title to the goods, services and equipment will remain with ASCO until the total purchase price of goods, services and equipment has been paid in full. Customer grants to ASCO an express security interest under Title 1, Chapter 9 of the *Texas Business and Commerce Code* in the goods, services, and equipment to secure all charges therefore. In event of default in payment for the goods, services and equipment described herein, no further charges or purchases will be allowed. Purchaser further agrees to pay all costs of collection or enforcement hereof, including reasonable attorney's fees, for charges not paid that are more than 30 days past due. **Exclusive jurisdiction and venue for any litigation between Customer and ASCO is in any district court or county court of law of Lubbock County, Texas. CUSTOMER HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL.**

Parts Policies:

- Back ordered items will be shipped as soon as available.
- Electrical parts are non-returnable.
- Special order parts and parts "made as ordered" are non-refundable.
- Cores must be returned for credit within 10 days of purchase.
- Returned parts must be accompanied by a packing list or invoice and are subject to a 15% restocking charge.
- Claims for shortages or damages must be received within 5 days of sale.

Limitation of Purchaser's Remedies. The Customer's remedies, in the event of any claim made by the Customer against ASCO with respect to the goods, services and equipment sold here, shall be limited to return of such goods and equipment and repayment of the purchase price therefore or to repair and replace nonconforming goods, services and equipment. No consequential damages are permitted against ASCO in connection with the sale or the use of the goods, services and equipment sold here.

Indemnification. *To the fullest extent permitted by law, Customer agrees to indemnify and hold harmless ASCO from and against any and all liability, suits, claims, demands and actions, and costs and expenses, including reasonable attorney's fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, bodily injury, or damages relating to wrongful death, claimed against ASCO, and any of ASCO's officers, directors, agents, or employees, arising out of or related to the services, parts, equipment, supplies, goods and services furnished here, whether caused in whole or in part by the negligence of ASCO; however, this paragraph is not intended to indemnify ASCO for the replacement costs thereof as set forth above or parts, services or equipment supplied by ASCO which has been expressly warranted in writing.*

Service Charge. All accounts past due 30 days will be charged a service charge at the periodic rate of 1 ½% per month, which is an annual percentage rate of 18%.

Like Kind Exchange. Notice is hereby given that ASCO may assign its rights under this agreement to ASCO Exchange, LLC (or other entity) to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

Solutions Services Agreement

Kimble County Jail



This Agreement ("AGREEMENT"), submitted as of this date of January 25, 2024 ("Submitted Date") between the **Kimble County Jail**, with an address of 415 Pecan Street, Junction, TX 76849 herein referred to as "PARTICIPANT" and ENCARTELE, INC. d/b/a CIDNET, a Nebraska corporation, with an address of 8210 S 109th Street, La Vista, NE 68128, herein referred to as "PROVIDER." PARTICIPANT and ENCARTELE are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

WHEREAS, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

WHEREAS, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

WHEREAS, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties, agree as follows:

TERM: This AGREEMENT shall have a term of three (3) years commencing the first day of the month following the later date this AGREEMENT was signed as appears below, ("Effective Date"), and terminating thirty-six (36) months thereafter (the "Initial Term"). Upon completion of the Initial Term, this AGREEMENT will automatically renew for a term equal to one (1) additional year, beginning on the day after the last day of the Initial Term's expiration (the "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least thirty (30) days prior to expiration of the Initial Term of their intent not to participate in the Extended Term. The Extended Term shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

TERMINATION: This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the 'cure period'). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party.

REVENUE SHARING: The PARTICIPANT shall receive a revenue share as set forth in Exhibit B ("Revenue Share") on gross revenues generated from the SERVICES. PROVIDER shall pay the PARTICIPANT its Revenue Share monthly, sixty (60) days from the last day of the month that the Revenue Share is earned. Should any question or concern arise regarding payment or revenue reporting errors, PARTICIPANT must notify PROVIDER in writing requesting an account audit within one hundred twenty (120) days of the occurrence. Any adjustment necessary as the result of such audit will be reflected upon the next payment statement.

INSTALLATION: Prior to the Effective Date, PROVIDER will (i) deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

EXCLUSIVITY: For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY and agrees not to use, purchase, lease or accept any software, equipment, or system, similar to the SOFTWARE, the EQUIPMENT, or the SYSTEM for use at the FACILITY.

EQUIPMENT TITLE: PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term and the Extended Term of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

NO COST SERVICE & MAINTENANCE: PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER'S Standard Service Rates are \$60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

RATES: Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' notice to PARTICIPANT.

SOFTWARE LICENSE: PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

SYSTEM INTEGRATION: The PARTICIPANT agrees to provide, when necessary, jail management software data or commissary inmate data for integration with the SYSTEM.

VIDEO MONITORING: The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to review or monitor the contents of any video visit made or received using the SYSTEM and shall have no obligation to notify the PARTICIPANT in connection with any use or misuse of the SYSTEM. The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to verify the users of the SYSTEM and shall not be liable for any use of the SYSTEM that is in violation of the Terms of Use accepted by the FACILITY'S inmates and visitors.

DISCLAIMER: PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

AGREEMENT DOCUMENTS: The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

NO THIRD-PARTY BENEFICIARIES: The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

NON-ASSUMPTION OF LIABILITY: Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

BROADCAST APPLICATION TERMS: In the event that the PROVIDER Broadcast System is included in this AGREEMENT, PROVIDER will store and manage all content used for the PROVIDER Broadcast application for the Term of this AGREEMENT. When requested, PROVIDER will complete any content edits, revisions, or changes as directed by the PARTICIPANT within a reasonable amount of time as agreed upon by both PARTIES. PARTICIPANT is responsible for the cost of maintenance and replacement of all hardware related to the Broadcast Application, not provided by PROVIDER. PARTICIPANT must provide power outlets for operation of the Broadcast Devices.

FORCE MAJEURE: PROVIDER shall be excused from performance under this AGREEMENT to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (60) days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

INDEMNIFICATION BY CONTRACTOR: Each Party (an "Indemnifying Party") will indemnify and shall keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party.

SEVERABILITY: If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

LIABILITY LIMITATION: Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER nor PARTICIPANT shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profit or income, or loss of data, regardless of cause. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

NOTICES: All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate PARTY at the following addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	ENCARTELE Inc
415 Pecan Street, Junction, TX 76849 Attn: Sheriff Allen Castleberry	8210 S 109th Street, La Vista, NE 68128 Attn: Scott Moreland

GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by the laws of the state of Nebraska (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of Nebraska.

ASSIGNMENT AND SUBCONTRACTING: This AGREEMENT, and the covenants and agreements contained herein, shall be binding upon and inure to the benefit of successors and assigns of the PARTIES hereto and may not be assigned by either PARTY hereto without the prior written consent of the other PARTY. Any attempt to assign this AGREEMENT in violation of this paragraph is void and of no effect.

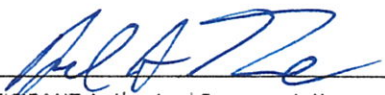
CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER: This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by PROVIDER. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

SURVIVAL: Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

COUNTERPARTS: This AGREEMENT may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one AGREEMENT.

IN WITNESS WHEREOF: This AGREEMENT has been executed by each of the PARTIES by their duly authorized legal representatives.

X 
PARTICIPANT Authorized Representative
Printed Name: Har A. Pore
Title: Kimble County Judge
Acceptance Date: 2/13/24

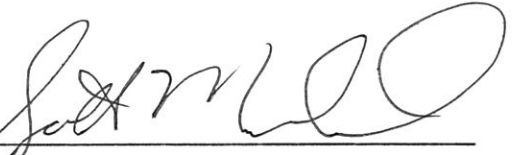
X 
ENCARTELE Authorized Representative
Printed Name: Scott Maceland
Title: President
Acceptance Date: 2-21-2024

Exhibit A - Scope of Work

INSTALLATION OF EQUIPMENT: PROVIDER will furnish, test, and install the equipment listed in the table below to support the operation of the SOFTWARE and SERVICES at the FACILITY. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT.

Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Area – 5 Booking Area – 1 Rollcart – 1	7
ADTRAN Gateway	Primary Network Room	1

INTERNET: In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and 500 kilobits per second upload speed and 500 kilobits per second download speed per video device applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT. The PARTICIPANT will provide PROVIDER an SSID for the operation of the EQUIPMENT required to utilize a wireless internet connection.

PARTICIPANT WILL provide Internet for the SYSTEM and SERVICES as indicated.

Exhibit B - Revenue Share on Bandwidth Utilization

Revenue Share

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES. Revenue Share payments are made to PARTICIPANT 60 days after the month in which they are earned.

Service	Rate	PARTICIPANT Revenue Share
PROVIDER Voice	\$0.30 per megabyte	45%

Exhibit C - Software and Hardware Service Level Agreement

Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 9:00 a.m. and 6:00 p.m. on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

"Major Emergency" shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

"Minor Failure" shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

SUPPORT TICKET PROCESS: All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.

**Kimble County Emergency Services District
2023 A Year in review...**

*****Mission Statement of Kimble County ESD*****

The purpose of the Emergency Services District is to implement an effective means for the utilization of available funds to support the emergency requirements of Kimble County fire and ambulance services.

The ESD Board oversaw the following activities during the course of 2023...

* KCEMS had 546 total runs including 62 motor vehicle crash responses, 35 cardiac transports...run report included

* Upgraded ambulance barn by adding second HVAC system & electrical upgrades at a cost of \$10,414. Allows the HVAC system to run more efficiently with 2 units keeping barn in 78' range during hot summer months. Assists in keeping medications viable for longer periods.

* Completed repairs to EMS house with 2023 expenses totaling \$12,384. Extensive repairs to interior & exterior...Benefits now include private sleeping area/bath for male & female employees. New flooring, plumbing, repainted inside & out.

* Added Kimble Rural Fire to quarterly distributions in 3rd quarter. Approved quarterly distributions to Kimble Rural, London VFD & Harper VFD totaling \$9,200 for the year.

*** Approved \$23,942 expenditure to Kimble Rural FD for 32 new 45 minute carbon fiber air cylinders (16 Kimble Rural VFD, & 16 London VFD)**

*** Approved \$5,783 expenditure to London VFD for upgrades to automated dispatching system.**

*** Took advantage of higher interest rates by investing in short term US Treasury bills delivering additional interest income.**

*** Gained Commissioner's Court approval for 1 additional FT EMS employee effective Aug. 1; Allows EMS Director to manage work schedules more efficiently. EMS employees now at 6 FT, 4 PT, & 1 Volunteer.**

*** Total funding received in 2023 from State Comptroller \$455,781, an increase from \$444,050 in 2022.**

*** Managed a salary budget totaling \$322,426 for the year. \$269,520 funded by KCESD.**

*** Conducted a comprehensive salary review of EMS operations in surrounding counties resulting in: a 7% increase for EMT's, Adv. EMT's & the EMS Director. A 12% increase was warranted for the Para-Medic position.**

*** Formalized ESD policies regarding vacation & personal leave...policy included**

KCEMS 2023 Run Totals

Total Runs	546
911 Runs	429
Inter-facility Transfers	105
Event Medical Standby	12
Direct Out of County Transports	15
Helicopter Ambulance	5
Motor Vehicle Crashes	62
Cardiac Transports	35
Stroke Transports	11
COVID Transports	8

ESD Policies regarding Vacation & Personal Leave

These policies follow a calendar year (January to December) & align with those of Kimble County.

New hire

*Employees one year anniversary date, is from date of hire, employee then qualified for vacation of 40 hours.

*Second year (usually January 1 depending on hire date) employee then qualifies for 80 hours)

*Maximum vacation annually is 80 hours.

*Vacation time must be used within the year accrued...any unused vacation time is lost by the employee.

Personal Leave

An employee accrues 3.33 hours a paycheck period with a maximum accrual of 80 hours annually, not to exceed a total of 480 hours.

Employee resignation/termination

*Whatever vacation time has been earned & not used by the employee, employee is entitled to earned pay.

*Whatever personal leave hours accrued & not used by the employee, employee is not entitled to pay.

The Junction Area Farmers Market

1

COMMUNITY IMPACT

The JAFM is proposing a Farmers Market to be held every Saturday from March 16 to December 7, 2024

Non-Event Saturdays: 9am - 12pm

On average, the JAFM hosts 30-40 vendors each week, generating \$3,000-\$4,500 in sales tax revenue for the county each year.

2

SCHOLARSHIP EVENTS

Event Markets fund the annual JAFM Scholarship that is awarded to JISD seniors.

Event Saturdays: 9am - 1pm

Free draft beer, live music, abundance of food vendors, & yard games

March 16, 2024

July 6, 2024

October 19, 2024

May 25, 2024

August 10, 2024

December 7, 2024

3

SHARING THE SPACE

The JAFM is requesting to share Courthouse lawn space with two annual events.

Cowboys and Cajuns, June 1: Takes place in the evening and will not interfere with market times.

Car Show, Rodeo Weekend: Takes place on the road on 6th St and on the lawn nearest 6th St. JAFM vendors can be placed on the far side of the lawn, near 5th St.

4

AMENITIES

Bathrooms: The Junction Tourism Board approved a grant funding request to provide a porta-potty for every Saturday for the entirety of the season. Buster's Laundry has agreed to allow Vendors to use their public restroom for the entirety of the season.

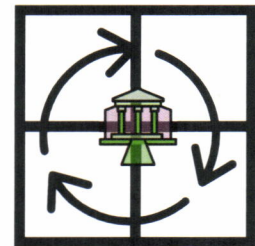
Electricity: If the monthly electric bill rises more than normal for the month in question, the JAFM will pay an appropriate amount to cover the extra usage.

5

LAWN ROTATION

The JAFM is committed to respecting the space.

The Market will maintain its rotational schedule to preserve the grass on the Courthouse lawn, taking future construction plans into consideration.



6

ECLIPSE WEEKEND, APRIL 6-8

The Chamber of Commerce has approached the JAFM about hosting a three-day market, with a morning and evening market on each of the days. Anyone wanting to participate would be required to apply as a vendor, follow the market rules, and pay the weekly vendor fee. The Chamber has agreed to absorb the cost of such expenses as live music, portapotties, ice, etc. Priority booth location will be given to regular JAFM vendors.



THE JUNCTION AREA

ESTD

2020

FARMERS MARKET



Kimble County-
Junction, TX 76849

January 12, 2024

RE: Tower Space- Tower Coordinates: 30.47389, -99.75608

Dear, Judge Rose: ~

Hill Country Telephone Cooperative, Inc., "HCTC," is seeking permission to place radio equipment at 150 feet on the new Kimble County 305' tower. The space will be utilized for 360 degrees of fixed wireless internet coverage. The radio equipment is forecasted to improve broadband service availability and speeds to Junction residents that reside outside HCTC's fiber optic footprint.

HCTC will provide 50megs download and 20megs upload to Kimble County for tower operations. Kimble County, in exchange, will provide HCTC 4 tower attachments at 150' to gain 360 degrees of coverage. This agreement will be for a one-year term beginning March 1, 2024, and will automatically renew unless a party provides the other party with 60 days written notice prior to the end of the initial or any successor term of the agreement.

Agreement Submitted by:



Ryan Felps
Director- Field Operations
HCTC
220 Carolyn Street, Ingram, TX 78025
rfelps@hctc.coop 830-367-6392

Proposal Accepted by:



Hal A. Rose
Kimble County Judge
Junction TX, 76849
hal.rose@co.kimble.tx.us 325-446-2724

Date 2/13/2024

Date 2/13/24

STATE OF TEXAS

§
§
§

COUNTY OF KERR

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN KERR COUNTY AND KIMBLE COUNTY
FOR JAIL SERVICES**

This Interlocal Agreement is entered into by and between **KERR** County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**KERR**," and **KIMBLE** County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**KIMBLE**".

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, **KERR** and **KIMBLE** are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, **KERR** and **KIMBLE** specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

1. TERM: This Agreement shall be effective beginning October 1, 2022, and shall be effective through September 30, 2023.

2. RENEWAL: This Agreement shall automatically renew for additional one year period on October 1st of each subsequent year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given. **KERR** shall provide sixty (60) days' notice of any change to the per diem rate for detention services for subsequent terms.

3. TERMINATION:

- A. This Agreement may be terminated without cause at any time at the option of either **KERR** or **KIMBLE** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein.

The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day- period occurs.

- B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **KERR** impracticable or impossible, such as severe damage or destruction of **KERR**'s facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **KIMBLE**'s inmates.

ARTICLE II **DETENTION SERVICES**

For the purposes and consideration herein stated and contemplated, **KERR** shall provide the following necessary and appropriate services for **KIMBLE** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. PURPOSE: **KERR** shall provide housing and food to inmates presented by **KIMBLE** who meet the following minimum criteria (as determined by the **KERR** County Sheriff or his designee):

- A. Inmate must be at least 17 years of age;
- B. Inmate must be of good general health; and
- C. Inmate with serious institutional behavior history (as defined by the **KERR** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days may not be accepted.

2. HOUSING AND CARE OF INMATES: **KERR** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **KERR** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post-Prison Supervision are faithfully executed.

3. MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **KERR** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical health care services provided outside of **KERR**'s facility or by other than **KERR** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **KIMBLE** shall reimburse **KERR** the amount spent for medical services of all **KIMBLE** inmates, other than routine medical services included in the per-day rate.

4. OFF-SITE SERVICES: KIMBLE County Sheriff or designee shall be informed of any KIMBLE inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). KERR will assist KIMBLE to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. KIMBLE may elect to retake and return to KIMBLE physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.

5. OFF-SITE BILLING: This Agreement provides KERR with the authority to arrange for the off-site provider to bill KIMBLE for the costs of hospitalization and/or medical care for any KIMBLE inmate. In the event direct billing is unavailable KIMBLE shall reimburse KERR in accordance with the terms of this Agreement.

6. MEDICAL RECORDS: KIMBLE agrees to provide KERR with a copy of each inmate's medical, dental and mental health record(s) for the purposes of continuity of care. KERR agrees to maintain a confidential record of the health care of each inmate. KIMBLE shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the KERR County Jail. A copy of each inmate's record shall be returned to KIMBLE at the time each KIMBLE inmate is returned.

7. MEDICAL INVOICES: KIMBLE shall reimburse KERR monthly for health care services and associated expenses for which KIMBLE is responsible under this section. KERR shall provide KIMBLE with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

8. INMATE MEDICAL REPORT: Upon request from KIMBLE, KERR will provide an inmate's report of health care provided.

9. FACILITY INSPECTION: KERR agrees to allow periodic inspections of the facilities by KIMBLE law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to KIMBLE upon request.

10. TRANSPORTATION AND OFF-SITE SECURITY: KIMBLE is solely responsible for the transportation of inmates between the KERR County Jail and the KIMBLE Facility. KERR agrees to provide ambulance and other transportation for KIMBLE inmates to and from local off-site medical facilities and will invoice KIMBLE in accordance with Article 2, Section 7.

11. COURT APPEARANCES: KIMBLE shall be responsible for the transportation of KIMBLE inmates to/from KERR County Jail. KIMBLE will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in KIMBLE County.

12. TRANSPORTATION TO TDCJ: KIMBLE is responsible for the transport of KIMBLE inmates to the Texas Department of Criminal Justice, Institutional Division.

13. GUARD SERVICE: KERR will provide guard services as requested or required by the circumstances, or the law for inmates admitted or committed to an off-site medical facility at **the rate of \$35 per hour/per guard (minimum 2 guards per transport)**. KERR shall provide KIMBLE with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

14. SPECIAL PROGRAMS: The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in KERR's facilities. The parties may contract by written agreement for the provision of special programs.

15. LOCATION AND OPERATION OF FACILITY: KERR shall provide the detention services described herein at the KERR County Jail located in KERRVILLE, Texas.

16. ADMITTING AND RELEASING: KIMBLE shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the KERR County Jail. KERR shall be responsible for the admitting and releasing of inmates placed in KERR's facility. KERR will maintain records of all such transactions in a manner agreed upon by KERR and KIMBLE, and provide such records to KIMBLE upon request.

17. RETURN OF INMATES TO KIMBLE: Upon demand by KIMBLE, KERR will relinquish to KIMBLE physical custody of any inmate. Upon request by KERR, KIMBLE will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III
FINANCIAL PROVISIONS

1. PER DIEM RATE: The per diem rate for detention services under this Agreement is sixty-five dollars (\$65.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.

2. BILLING PROCEDURE: KERR shall submit an itemized invoice for the services provided each month to KIMBLE. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of KIMBLE. KIMBLE will make payment to KERR within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of KERR County, Texas and will be remitted to:

Kerr County Treasurer
700 Main Street
Kerrville, TX 78028

ARTICLE IV
ACCEPTANCE OF INMATES

1. COMPLIANCE WITH LAW: KERR warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing KIMBLE inmates under this Agreement. Nothing herein will create any obligation upon KERR to house KIMBLE inmates where the housing of said KIMBLE inmates will, in the opinion of KERR Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the KERR County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that KERR Sheriff determines that a condition exists at KERR's facility necessitating the removal of KIMBLE inmates, or any specified number thereof, KIMBLE shall, upon notice by KERR Sheriff to KIMBLE Sheriff, immediately remove said inmates from the facility. KIMBLE will make every effort to remove any inmate within eight (8) hours of notice from KERR.

2. ELIGIBILITY FOR INCARCERATION AT THE FACILITY: KIMBLE inmates incarcerated in this facility must meet requirements of this Agreement and the State standards under both the Jail Commission approved custody assessment system in place at the KIMBLE jail and pursuant to the custody assessment system in place at KERR's facility. KERR reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at KERR's facility, KERR reserves the right to demand that KIMBLE remove that inmate and, if possible, replace said inmate with an appropriate inmate of KIMBLE.

3. RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: KERR reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to KERR facility, and KIMBLE shall cooperate with and provide information requested regarding any inmate by KERR Sheriff. KERR reserves the right to refuse acceptance of any inmate of KIMBLE. Likewise, if any KIMBLE inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to KERR Sheriff makes the inmate unacceptable for continued incarceration in KERR's facility in the opinion of KERR Sheriff, KIMBLE will be requested to remove said inmate from KERR's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of KERR Sheriff. Inmates may also be required to be removed from KERR's facility when their classification changes for any purpose, including long-term medical segregation.

4. INMATE SENTENCES: KERR will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. KERR will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of KIMBLE. It will be the responsibility of KIMBLE to notify KERR of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. KERR will release inmates of KIMBLE only when such release is specifically requested in writing by KIMBLE Sheriff. However, it is agreed that the

preferred and usual course of dealing between the parties shall be for **KERR** to return inmates to the **KIMBLE** Jail shortly before the discharge date and for **KIMBLE** to discharge the inmate from the **KIMBLE** Jail. **KIMBLE** accepts all responsibility for the calculations and determinations set forth above and for providing **KERR** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **KERR** from all liability or expenses of any kind arising there from. **KIMBLE** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

5. BONDING / RELEASE: All inmates held for **KIMBLE** will be required to bond in **KIMBLE** County. **KIMBLE** County will then send **KERR** a TTY stating that the inmate has been bonded and **KIMBLE** will transport back to their facility for release.

**ARTICLE V
MISCELLANEOUS**

1. BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

2. NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To **KERR:** KERR County
Rob Kelly, County Judge
700 Main Street
Kerrville, TX 78028

Copy To: Sheriff Larry L. Leitha, Jr.
400 Clearwater Paseo
Kerrville, TX 78028

To **KIMBLE:** KIMBLE County
Hal A. Rose, County Judge
501 Main Street
Junction, TX 76849

Copy To: Sheriff Allen Castleberry
415 Pecan Street
Junction, TX 76849

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. AMENDMENTS: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.

4. PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5. REPRESENTATION: Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, Servants, agents, and/or representative of the other party.

6. INDEPENDENT RELATIONSHIP: Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.

7. SEVERABILITY: If any provision of this agreement is found by a court of competent Jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, an in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8. LIABILITY: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.

9. APPROVALS: This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Interlocal Cooperation Act,

ARTICLE VI. EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

KERR COUNTY, TEXAS:

ROB KELLY, KERR COUNTY JUDGE

ATTEST:

Date: _____

IAN COLLUM, KERR COUNTY CLERK

REVIEWED:

LARRY L. LEITHA, JR., KERR COUNTY SHERIFF

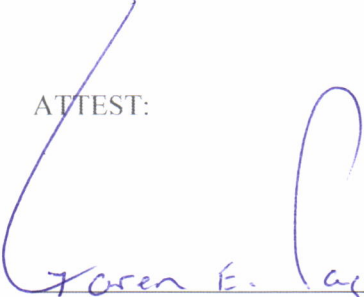
KIMBLE COUNTY, TEXAS:



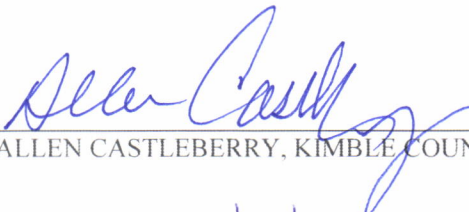
HAL A. ROSE, KIMBLE COUNTY JUDGE

ATTEST:

Date: 2/13/24



KAREN E. PAGE, KIMBLE COUNTY CLERK



ALLEN CASTLEBERRY, KIMBLE COUNTY SHERIFF

Date: 3/1/24



Justification for Additional Funds

My original request for funds was \$1500.00 for a 20' x20' concrete slab. However, in planning for the future, it came to my attention that it would make more sense to pour a larger slab for a storage building that would house the new lift at the County property on 1674, which can be utilized by other departments such as County Road and Bridge.

I originally requested the funds to pour this slab in order to install an automotive lift that would make maintenance and servicing equipment faster and more efficient.

Once the automotive lift was ordered, I received downloadable instructions for installation. Immediately I was aware that I had shorted the necessary length of the slab by a foot.

Along with the lift, there will be electrical and pneumatic components necessary to make it function. I will have to put in a breaker box to supply the electricity needed to run the motor which operates hydraulics.

I will also be installing an air-compressor to operate the safety locks.

While both of these items can be shielded from the elements by cheaper means (building covers and such), it just makes sense to put them inside a future building to maximize longevity.

My thinking on this matter is why not make the building big enough to store all the other equipment and materials that are suffering from the elements.

Currently sitting in the weather, I have the following items:

- 4 riding mowers (combined value): \$19,300.00
 - Kawasaki Mule with Herbicide / Fire Suppression Spray Rig valued at: \$10,500.00
 - Alkota Pressure washer valued at: \$6,000.00
 - Hobart Welder/Oxygen-acetylene torch valued at \$5,230.00
 - 1 pallet of Glyphosate Herbicide valued at: \$9,600.00
- As well as various metal and lumber.

Over \$50,000 worth of equipment is currently being bombarded by the elements. From 105°F in the summer to 13°F in the winter. That's hard on people and hard on equipment. Lots of extra time and money is spent trying to maintain the equipment because it's not being properly stored.

In conclusion, I will be asking for the funds to put up a 40'x40' metal building next year and I would like to pour a 40'x40' slab to build it on right now.

A 20'x20' slab will cost \$1156.00 at the current rate. To quadruple the amount of concrete at that price would cost \$4624.00 if pouring 4 separate 20'x20' slabs; however, to pour it all at once will cost \$4,225.00 right now which is a saving of approximately \$400.00.

A 40'x40' slab allows not only space for my automotive lift and accessories, but I can store the thousands of dollars of equipment in the future building. Should the courthouse need additional storage in the future (or any County property) I will have somewhere to put things.

I appreciate your consideration and thought-out decision on this matter.



Kimble Central Appraisal District

PO Box 307 – 509 College Street

Junction, Texas 76849

325-446-3717

Fax 325-446-4361

A red stamp consisting of a document icon followed by the word "COPY" in a bold, sans-serif font.

January 26, 2024

Honorable Hal Rose
Kimble County Judge
501 Main Street
Junction, Texas 76849

Dear Judge Rose,

Our 2022 audit has been completed and we are enclosing a copy of the report and the allocation spreadsheet with a breakdown by entity. There will be \$73,355.00 total in excess funds that will be returned to the entities.

The board of directors met in a called meeting to discuss a change in the salary for a senior appraiser's position. We have a highly qualified applicant with the experience and qualifications that we need on staff. We feel like his knowledge and experience would be an asset.

We are asking to retain a total of 44,000 of said refund to increase the salary for an experienced appraiser. Essentially the excess funds were from funds budgeted for salary that was not used in 2022. We are also including funds for a part time clerk.

We are also enclosing the refund allocation spreadsheet for the 2021 tax year and a check for said refund.

If you would please place this request for retention of excess funds on the agenda for your next meeting. If you would like us to attend, please let us know. If you have any questions, please call me.

Thank you for your consideration.

Best Regards,

Kenda McPherson, RPA, RTA, CCA
Chief Appraiser

Kimble Central Appraisal District
2022 Budget Allocation (based on 2021 Levy)

10/13/2021

Budget 2022	\$ 560,370.00
less: Registration Contract	\$ 24,700.00
Entity Portion	\$ 535,670.00

Entity	Entity Totals	/ by Total Levy	Entity %
JISD	\$ 5,214,148.00	\$ 12,240,782.00	42.5965%
Hospital	\$ 2,550,465.00	\$ 12,240,782.00	20.8358%
County	\$ 3,447,500.00	\$ 12,240,782.00	28.1641%
City	\$ 579,469.00	\$ 12,240,782.00	4.7339%
Kimble GW	\$ 64,026.00	\$ 12,240,782.00	0.5231%
Hickory	\$ 2,978.00	\$ 12,240,782.00	0.0243%
Harper*	\$ 366,070.00	\$ 12,240,782.00	2.9906%
Mason*	\$ 16,126.00	\$ 12,240,782.00	0.1317%
Total Levy	\$ 12,240,782.00		100.0000%

* Use only 58% of Levy - we do not collect taxes

Entity	Entity %	2022 Budget	2022 Allocated Budget	2022 Quarterly Allocation	2021 Allocated Budget	2022 Excess Funds	2022 Refund	Funds Request	Entity % of Request	Adjusted Refund
JISD	42.5965%	\$ 535,670.00	\$ 228,177	\$ 57,044.25	\$ 207,616.00	\$ 73,355.00	\$ 31,246.68	\$ 44,000.00	\$ 18,742.47	\$ 12,504.21
Hospital	20.8358%	\$ 535,670.00	\$ 111,611	\$ 27,902.75	\$ 95,790.00	\$ 73,355.00	\$ 15,284.10	\$ 44,000.00	\$ 9,167.75	\$ 6,116.35
County	28.1641%	\$ 535,670.00	\$ 150,866	\$ 37,716.50	\$ 113,602.00	\$ 73,355.00	\$ 20,659.74	\$ 44,000.00	\$ 12,392.18	\$ 8,267.56
City	4.7339%	\$ 535,670.00	\$ 25,358	\$ 6,339.50	\$ 25,726.00	\$ 73,355.00	\$ 3,472.57	\$ 44,000.00	\$ 2,082.93	\$ 1,389.64
Kimble GW	0.5231%	\$ 535,670.00	\$ 2,802	\$ 700.50	\$ 2,460.00	\$ 73,355.00	\$ 383.69	\$ 44,000.00	\$ 230.14	\$ 153.54
Hickory	0.0243%	\$ 535,670.00	\$ 130	\$ 32.50	\$ 139.00	\$ 73,355.00	\$ 17.85	\$ 44,000.00	\$ 10.70	\$ 7.14
Harper	2.9906%	\$ 535,670.00	\$ 16,020	\$ 4,005.00	\$ 12,507.00	\$ 73,355.00	\$ 2,193.74	\$ 44,000.00	\$ 1,315.85	\$ 877.88
Mason	0.1317%	\$ 535,670.00	\$ 706	\$ 176.50	\$ 688.00	\$ 73,355.00	\$ 96.64	\$ 44,000.00	\$ 57.97	\$ 38.67
	100.0000%	\$	\$ 535,670	\$ 133,917.50	\$ 458,528.00	\$	\$ 73,355.00	\$	\$ 44,000.00	\$ 29,355.00
Auto			\$ 24,700.00	\$ 6,175.00	\$ 24,700.00					
			\$	\$	\$ 460,334.00					

MONTHLY 911 REPORT - JANUARY 2024			
IN TOWN TRUST, J PIZZINI TRUSTEE	1388 S STATE LOOP 481	1/9/24	VERI
IBARRA, ROBERTO	558 W RANCH ROAD 1674	1/11/24	VERI
THE ROBERTS FAMILY RANCH	1349 LEWIS RANCH RD	1/11/24	VERI
FIRST PRESBYTERIAN CHURCH,ROOSEVELT	3677 W STATE LOOP 291	1/17/24	NEW
JISD DAYCARE	317 E REDBUD ST	1/22/24	VERI
BLEW, RITA RAGLAND	10289 E RANCH ROAD 2169	1/24/24	CHANGE
GRIFFIN, THOMAS CY & KIMBERLY DAWN	9754 S US HWY 377	1/24/24	NEW
HOLLAND, MEGAN LYNN	586 S US HWY 377	1/24/24	NEW
CLIFTON, LARRY JAMES JR	402 N 6TH ST	1/29/24	VERI

NEW ROAD REQUEST
CROOKED OAK COURT
CROOKED CREEK DR
CROOKED LIMB DR
CROOKED TREE CIRCLE

2/12/2024 11:36:58AM

Totals for Entity: BPGKM BPP KIMBLE COUNTY

Fiscal Year: 2024

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	.0000
2010	8.89	0.00	8.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.89	.0000
2011	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.01	.0000
2012	20.64	0.00	20.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.64	.0000
2013	4.36	0.00	4.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.36	.0000
2014	6.67	0.00	6.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.67	.0000
2015	107.84	0.00	107.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.84	.0000
2016	122.84	0.00	122.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.84	.0000
2017	55.90	0.00	55.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.90	.0000
2018	65.09	0.00	65.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.09	.0000
2019	82.85	0.00	82.85	3.76	0.00	0.00	3.76	0.46	1.77	1.20	0.00	7.19	79.09	.0454
2020	78.88	0.00	78.88	0.43	0.00	0.00	0.43	0.05	0.15	0.13	0.00	0.76	78.45	.0055
2021	238.05	0.00	238.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.05	.0000
2022	422.53	0.00	422.53	31.56	0.00	0.00	31.56	3.79	3.47	7.76	0.00	46.58	390.97	.0747
Totals for All Delinquent Years														
	1,235.74	0.00	1,235.74	35.75	0.00	0.00	35.75	4.30	5.39	9.09	0.00	54.53	1,199.99	0.13
Totals for All Years:														
	1,235.74	0.00	1,235.74	35.75	0.00	0.00	35.75	4.30	5.39	9.09	0.00	54.53	1,199.99	0.13
Returns Paid:														

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Fiscal Year to Date Recap Report

January 2024 (01/01/2024 - 01/31/2024)

2/12/2024 11:36:58AM

Totals for Entity: GKM KIMBLE COUNTY

Fiscal Year: 2024

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	91.96	0.00	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000
1997	122.42	0.00	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000
1998	154.70	0.00	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000
1999	105.57	0.00	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000
2000	148.00	0.00	148.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	.0000
2001	35.13	0.00	35.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.13	.0000
2002	32.82	0.00	32.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.82	.0000
2003	791.64	0.00	791.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	791.64	.0000
2004	553.13	0.00	553.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	553.13	.0000
2005	609.93	0.00	609.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	609.93	.0000
2006	972.12	0.00	972.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	972.12	.0000
2007	817.50	0.00	817.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	817.50	.0000
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,005.63	0.00	1,005.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,005.63	.0000
2010	904.19	0.00	904.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	904.19	.0000
2011	1,086.15	0.00	1,086.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,086.15	.0000
2012	1,289.75	0.00	1,289.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,289.75	.0000
2013	1,485.65	0.00	1,485.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,485.65	.0000
2014	1,759.74	0.00	1,759.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,759.74	.0000
2015	2,892.57	0.00	2,892.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,892.57	.0000
2016	4,012.32	0.00	4,012.32	52.04	0.00	0.00	52.04	6.25	43.19	20.30	0.00	121.78	3,960.28	0130
2017	3,891.31	0.00	3,891.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,891.31	.0000
2018	8,029.49	0.00	8,029.49	276.36	0.00	0.00	276.36	33.16	164.93	94.89	0.00	569.34	7,753.13	0344
2019	8,802.74	0.00	8,802.74	39.58	0.00	0.00	39.58	4.75	18.60	12.58	0.00	75.51	8,783.16	0045

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

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Totals for Entity: **GKM** **KIMBLE COUNTY** Fiscal Year: **2024**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2020	9,353.11	90.35	9,443.46	332.63	0.00	0.00	332.63	29.07	86.60	71.59	0.00	519.89	9,110.83	0352
2021	25,108.05	149.52	25,257.57	351.74	0.00	0.00	351.74	26.36	49.74	59.13	0.00	486.97	24,905.83	0139
2022	52,217.06	-170.04	52,047.02	4,094.75	0.00	-7.61	4,087.14	462.23	459.91	1,007.20	0.00	6,024.09	47,959.88	0785
Totals for All Delinquent Years														
	127,670.99	69.83	127,740.82	5,147.10	0.00	-7.61	5,139.49	561.82	822.97	1,265.69	0.00	7,797.58	122,601.33	
Totals for All Years:														
	127,670.99	69.83	127,740.82	5,147.10	0.00	-7.61	5,139.49	561.82	822.97	1,265.69	0.00	7,797.58	122,601.33	0.18
efunds Paid:														
				-2,526.08		-71.57		0.00	0.00	0.00	0.00	-2,526.08		

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Fiscal Year to Date Recap Report														Page: 4	
2/12/2024 11:36:58AM		January 2024 (01/01/2024 - 01/31/2024)										Page: 4			
Totals for Entity: All				Fiscal Year: 2024											
Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%	
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000	
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000	
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000	
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000	
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000	
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000	
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000	
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000	
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000	
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000	
1996	91.96	0.00	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000	
1997	122.42	0.00	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000	
1998	154.70	0.00	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000	
1999	105.57	0.00	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000	
2000	148.00	0.00	148.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	.0000	
2001	35.13	0.00	35.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.13	.0000	
2002	32.82	0.00	32.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.82	.0000	
2003	791.64	0.00	791.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	791.64	.0000	
2004	553.13	0.00	553.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	553.13	.0000	
2005	609.93	0.00	609.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	609.93	.0000	
2006	983.31	0.00	983.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	983.31	.0000	
2007	817.50	0.00	817.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	817.50	.0000	
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000	
2009	1,005.63	0.00	1,005.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,005.63	.0000	
2010	913.08	0.00	913.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	913.08	.0000	
2011	1,096.16	0.00	1,096.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,096.16	.0000	
2012	1,310.39	0.00	1,310.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,310.39	.0000	
2013	1,490.01	0.00	1,490.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,490.01	.0000	
2014	1,766.41	0.00	1,766.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,766.41	.0000	
2015	3,000.41	0.00	3,000.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.41	.0000	
2016	4,135.16	0.00	4,135.16	52.04	0.00	0.00	52.04	6.25	43.19	20.30	0.00	121.78	4,083.12	.0126	
2017	3,947.21	0.00	3,947.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,947.21	.0000	
2018	8,094.58	0.00	8,094.58	276.36	0.00	0.00	276.36	33.16	164.93	94.89	0.00	589.34	7,818.22	.0341	
2019	8,885.59	0.00	8,885.59	43.34	0.00	0.00	43.34	5.21	20.37	13.78	0.00	82.70	8,842.25	.0049	
Effective Taxes Paid = Base Tax Pd + Under + Disc															
Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage															
Balance = Adjusted Tax- Eff Taxes Paid															

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Totals for Entity: All Fiscal Year: 2024

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2020	9,431.99	90.35	9,522.34	333.06	0.00	0.00	333.06	29.12	86.75	71.72	0.00	520.65	9,189.28	0.350
2021	25,346.10	149.52	25,495.62	351.74	0.00	0.00	351.74	26.36	49.74	59.13	0.00	486.97	25,143.88	0.138
2022	52,639.59	-170.04	52,469.55	4,126.31	0.00	-7.61	4,118.70	466.02	463.38	1,014.96	0.00	6,070.67	48,350.85	0.785
Totals for All Delinquent Years														
	128,906.73	69.83	128,976.56	5,182.85	0.00	-7.61	5,175.24	566.12	828.36	1,274.78	0.00	7,852.11	123,801.32	
Totals for All Years:														
	128,906.73	69.83	128,976.56	5,182.85	0.00	-7.61	5,175.24	566.12	828.36	1,274.78	0.00	7,852.11	123,801.32	0.18
Refunds Paid:														
				-2,526.08		-71.57		0.00	0.00	0.00	0.00	-2,526.08		

Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

Texas Department of Motor Vehicles

Registration and Title System Report

RTS.FIN.012

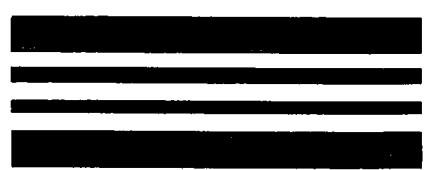
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 01/2024 - 01/2024

Start Month: January End Month: January Start Year: 2024 End Year: 2024 Office Category: County
 Funds Category: All
 Office: 134 - KIMBLE

Inventory/Item Counts		
Item Description	Items Sold Count	Void Count
30 DAY PERMIT	3	0
BLUE DISABLED PLACARD	18	0
FARM TRLR PLT	4	0
FARM TRUCK PLT	2	0
MOTORCYCLE PLT	1	0
ONE-TRIP PERMIT	6	0
PASSENGER-TRUCK PLT	17	0
PLATE STICKER	118	0
TRAVEL TRLR PLT	1	0
TRLR PLT	6	0
WINDSHIELD STICKER	347	2
Total	523	2

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	8.00
BUYERS TAG	5.00
CNTY ROAD BRIDGE ADD-ON FEE	3,670.00
DELQ TRANS PENALTY 2008	225.00
DISABLED VETERAN PLT	24.00
DUPLICATE RECEIPT	4.00
EMERGENCY MEDICAL SVCS PLT	8.00
INSPECTION FEE-1YR	2,482.50
INSPECTION FEE-CDEC	132.00
INSPECTION FEE-CW	88.00
INSPECTION FEE-NLTSI	8.25
INSPECTION FEE-OBNDL	8.25
INSPECTION FEE-TLMC	67.50
LATE REGISTRATION PENALTY	31.10
MOBILITY / CLEAN AIR FEE	45.00
ONLINE DISCOUNT	(49.00)
P&H 30-DAY PERMIT	75.00
P&H COMBINATION PLT	535.00



Texas Department of Motor Vehicles

Registration and Title System Report

RTS.FIN.012

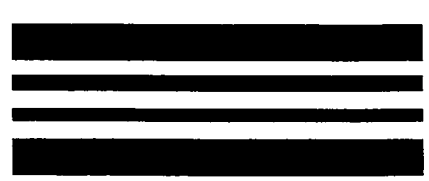
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 01/2024 - 01/2024

Start Month: January
 Funds Category: All
 Office: 134 - KIMBLE

End Month: January
 Start Year: 2024
 End Year: 2024
 Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
P&H MAIL IN FEE	42.75
P&H ONE TRIP PERMIT	30.00
P&H PLATE STICKER	2,931.00
P&H TMP PERMIT FEE	42.75
P&H TXO COMP	(98.00)
P&H TXO FEE	232.75
P&H WALK IN FEE	1,771.75
P&H WINDSHIELD STICKER	17,241.16
PERSONALIZED PLATE FEE	40.00
REG FEE-DPS	325.00
REGIS. CREDIT REMAINING	(39.48)
REPLACEMENT FEE	78.00
TEXAS 2000 C RNW	150.00
TEXAS RIFLE ASSOCIATION PLT	30.00
TRANSFER	72.50
VETERANS' FUND	5.00
REGISTRATION - Sub Total	30,222.78
SALES TAX	
REGISTRATION EMISSIONS FEE	126.96



Texas Department of Motor Vehicles

Registration and Title System Report

RTS.FIN.012

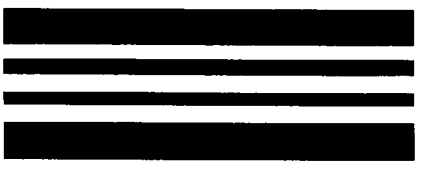
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 01/2024 - 01/2024

Start Month: January End Month: January Start Year: 2024 End Year: 2024 Office Category: County
 Funds Category: All
 Office: 134 - KIMBLE

Fees Collected	
Accounting Fees Description	Amount (\$)
SALES TAX FEE	15,777.50
SALES TAX PENALTY FEE	62.47
TEP TITLE FEE	680.00
SALES TAX - Sub Total	16,646.93
TITLE	
TITLE APPLICATION FEE	585.00
TITLE - Sub Total	585.00
YOUNG FARMER	
YOUNG FARMER PROGRAM	95.00
YOUNG FARMER - Sub Total	95.00
Total	47,549.71

Funds Distribution				
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION				
AUTOMATION FEE	223.50	0.00	0.00	223.50
BUYERS TAG	5.00	0.00	0.00	5.00
CO R & B FUND	0.00	20,854.53	0.00	20,854.53
DELQ TRNSF CNTY	0.00	112.50	0.00	112.50



Texas Department of Motor Vehicles

Registration and Title System Report

RTS:FIN.012

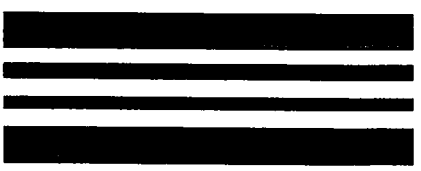
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 01/2024 - 01/2024

Start Month: January End Month: January Start Year: 2024 End Year: 2024 Office Category: County
 Funds Category: All
 Office: 134 - KIMBLE

Funds Distribution

Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
DELQ TRNSF EDUC	20.00	0.00	0.00	20.00
DELQ TRNSF FND6	92.50	0.00	0.00	92.50
DUPL RECEIPT	0.00	4.00	0.00	4.00
INSP TCEQ-1	684.00	0.00	0.00	684.00
INSP TCEQ-3	1.00	0.00	0.00	1.00
INSP TCEQ-4	12.00	0.00	0.00	12.00
INSP TERP	100.00	0.00	0.00	100.00
INSP TMF-EMISS	4.00	0.00	0.00	4.00
INSP TXMBLTY-1	1,197.00	0.00	0.00	1,197.00
INSP TXMBLTY-3	100.00	0.00	0.00	100.00
INSP TXMBLTY-4	21.00	0.00	0.00	21.00
INSP TXONLINE-1	700.00	0.00	0.00	700.00
INSP TXONLINE-2	0.50	0.00	0.00	0.50
MBLTY / CLN AIR	12.00	0.00	0.00	12.00
OPT RD & B FEE	0.00	3,680.00	0.00	3,680.00
OUTFCNTY-CRDT	(60.75)	0.00	0.00	(60.75)
P&H CNTY MAILIN	0.00	20.70	0.00	20.70
P&H CNTY TMPT F	0.00	42.75	0.00	42.75



Texas Department of Motor Vehicles

Registration and Title System Report

RTS:FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 01/2024 - 01/2024

Start Month: January End Month: January Start Year: 2024 End Year: 2024 Office Category: County
 Funds Category: All
 Office: 134 - KIMBLE

Funds Distribution

Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
P&H CNTY TXO	0.00	12.25	0.00	12.25
P&H CNTY WALKIN	0.00	857.90	0.00	857.90
P&H DMV COMP	940.90	0.00	0.00	940.90
P&H TXO COMP	(98.00)	0.00	0.00	(98.00)
P&H TXO DISCNT	(49.00)	0.00	0.00	(49.00)
REG FEE-DPS	325.00	0.00	0.00	325.00
REPL FEE \$6	45.50	32.50	0.00	78.00
SP-PERSONALIZE	38.75	0.00	0.00	38.75
SP-TX RIFLE AS	22.00	0.00	0.00	22.00
SPL CNTY COMMSN	0.00	1.00	0.00	1.00
SPL TXDMV PART	0.75	0.00	0.00	0.75
SPL TXDOT PART	39.50	0.00	0.00	39.50
TRANS OF REGIS	36.25	36.25	0.00	72.50
VENDOR DMV RNWL	8.00	0.00	0.00	8.00
VENDOR FD6 05%	7.10	0.00	0.00	7.10
VETERANS' FUND	5.00	0.00	0.00	5.00
VNDRFD1 DMV 95%	134.90	0.00	0.00	134.90
REGISTRATION - Sub Total	4,568.40	25,654.38	0.00	30,222.78



Texas Department of Motor Vehicles

Registration and Title System Report

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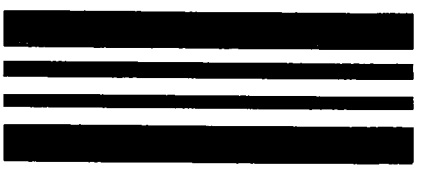
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 01/2024 - 01/2024

Start Month: January End Month: January Start Year: 2024 End Year: 2024 Office Category: County
 Funds Category: All
 Office: 134 - KIMBLE

Funds Distribution

Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
SALES TAX				
REGIS EMISSIONS	0.00	0.00	126.96	126.96
SALES TAX	0.00	0.00	15,839.97	15,839.97
TERP TITLE FEE	0.00	0.00	680.00	680.00
SALES TAX - Sub Total	0.00	0.00	16,646.93	16,646.93
TITLE				
TITLE APPL FEES	135.00	225.00	0.00	360.00
TITLE APPL-COMP	225.00	0.00	0.00	225.00
TITLE - Sub Total	360.00	225.00	0.00	585.00
YOUNG FARMER				
YOUNG FARMER FD	0.00	0.00	95.00	95.00
YOUNG FARMER - Sub Total	0.00	0.00	95.00	95.00
Total	4,978.40	25,879.38	16,741.93	47,599.71



CC-2024-03

COUNTY OF KIMBLE §
STATE OF TEXAS §

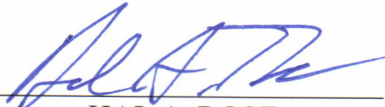
ORDER AMENDING BUDGET FOR 2024

WHEREAS, Section 111.010(c) of the Texas Local Government Code provides that the commissioners court of a county, by order, may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure; and,


WHEREAS, the Kimble County Commissioners Court has received revenues and made expenditures in the period since the last Commissioners Court meeting and during this meeting that may require amendment of the 2023 budget and/or 2024 budget.

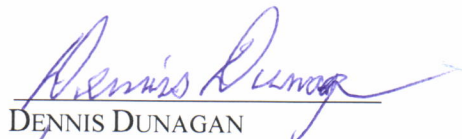
BE IT THEREFORE ORDERED that the 2023 and/or 2024 budget, as appropriate, is hereby amended to conform to revenues and expenditures authorized and approved by the Court in this meeting.

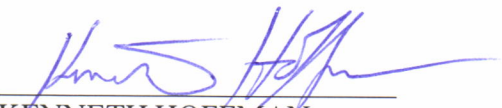
ORDERED this the 13th day of February, 2024.


HAL A. ROSE
COUNTY JUDGE


BRAYDEN SCHURZE
COMMISSIONER PCT. 1


KELLY SIMON
COMMISSIONER PCT. 2


DENNIS DUNAGAN
COMMISSIONER PCT. 3


KENNETH HOFFMAN
COMMISSIONER PCT. 4

ATTEST:


KAREN E. PAGE, County Clerk



RESOLUTION 2024-05

JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

JOINT RESOLUTION


WHEREAS, the Democratic Party of KIMBLE County, Texas, and the
Republican Party of KIMBLE County, Texas, desire to enter into a 2024 Joint
(year)
Primary Election Services Contract with the KIMBLE County Election Administrator/
County Clerk, as the County Election Officer.

AND WHEREAS, the Commissioners Court of KIMBLE County, Texas desires to give
authorization for said Contract.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF
KIMBLE, COUNTY, TEXAS, THAT:

Said Commissioners Court authorizes a Joint Contract by and among, BRENDA CRUZ,
Democratic Party Chair, and CHARLIE SWIFT, Republican County Chair, and
KAREN E. PAGE, County Election Officer of KIMBLE County, Texas, for the conduct and
supervision of the KIMBLE County Joint Primary Election on MARCH 5, 2024,
and the KIMBLE County Joint Primary Runoff Election, if necessary, on MAY 28, 2024.

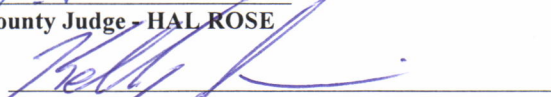
PASSED AND APPROVED, THIS 13th **DAY OF** February, 2024.



Signature of County Judge - HAL ROSE




Signature of Commissioner, Precinct 1
BRAYDEN SCHULZE



Signature of Commissioner, Precinct 2
KELLY SIMON



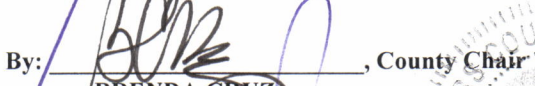
Signature of Commissioner, Precinct 3
DENNIS DUNAGAN




Signature of Commissioner, Precinct 4
KENNETH HOFFMAN

KIMBLE County Democratic Party

KIMBLE County Republican Party

By: 

BRENDA CRUZ

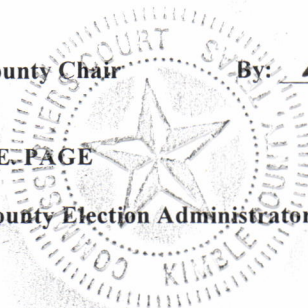
By: 

CHARLES SWIFT

County Elections Official - KAREN E. PAGE

By: 

County Election Administrator/County Clerk





Kimble County-
Junction, TX 76849

January 12, 2024

RE: Tower Space- Tower Coordinates: 30.47389, -99.75608

Dear, Judge Rose: ~

Hill Country Telephone Cooperative, Inc., "HCTC," is seeking permission to place radio equipment at 150 feet on the new Kimble County 305' tower. The space will be utilized for 360 degrees of fixed wireless internet coverage. The radio equipment is forecasted to improve broadband service availability and speeds to Junction residents that reside outside HCTC's fiber optic footprint.

HCTC will provide 50megs download and 20megs upload to Kimble County for tower operations. Kimble County, in exchange, will provide HCTC 4 tower attachments at 150' to gain 360 degrees of coverage. This agreement will be for a one-year term beginning March 1, 2024, and will automatically renew unless a party provides the other party with 60 days written notice prior to the end of the initial or any successor term of the agreement.

Agreement Submitted by:

Proposal Accepted by:

Ryan Felps
Director- Field Operations
HCTC
220 Carolyn Street, Ingram, TX 78025
rfelps@hctc.coop 830-367-6392

Hal A. Rose
Kimble County Judge
Junction TX, 76849
hal.rose@co.kimble.tx.us 325-446-2724

Date _____

Date 2/13/24