

KIMBLE COUNTY COMMISSIONERS COURT
CALLED MEETING – NOVEMBER 1, 2024 @ 8:30 AM

The Honorable Commissioners Court met on the above date and time in the Grand Jury Room of the Kimble County Courthouse, 2nd Floor 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 (Absent)
Commissioner Precinct 2 Kelly Simon
Commissioner Precinct 3 Dennis Dunagan (Absent)
Commissioner Precinct 4 Kenneth Hoffman
County Judge Hal A. Rose
County/District Clerk Karen E. Page

ELECTED OFFICIALS PRESENT:

Sheriff Castleberry (ABSENT)
County Attorney Andrew Heap (ABSENT)
Treasurer Billie Stewart
Justic of the Peace Josh Cantrell (ABSENT)

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

1. Call to order.
 - a. County Judge Hal Rose called the meeting to order at 8:37am
2. Convene meeting and establish quorum.
 - a. Quorum was established
 - b. None
 - c. None
3. Consideration, discussion and possible action regarding courthouse restoration including approval additional architectural services addendum to existing contract between the County and Hutson/Gallagher, Hesco part-time project manager proposal, move-out and construction timeline and budget.
 - a. Motion to approve additional engineering of \$662,179.70 made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carried

- b. Motion to sign contract with Jim Hanks (HESCO) as project manager for a total of \$238,680 or \$13k/month made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carried
- 4. Consideration, discussion and possible action regarding de-designating 515 College Street, Junction, Texas as an alternate court location during courthouse restoration and designating 105 North 7th Street, Junction, Texas in its place.
 - a. Motion to undesignated 515 College, propose 105 North 7th Street as a courtroom location made by Commissioner Simon, second by commissioner Hoffman, all present in favor, motion carried
 - b. Additional information provided:
 - i. Designated for commissioner's court and probate
 - ii. Rent is \$650/month
- 5. Consideration, discussion and approval of amended Lease Agreement between the County and Xerox for District/County Clerk's office.
 - a. Motion to approve new lease for \$238.32/month made by Commissioner Hoffman, second by Commissioner Simon, all present in favor, motion carried
- 6. Consideration, discussion 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 Simon, second by Commissioner Hoffman, all present in favor, motion carried
- 7. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-18 authorizing same.
 - a. Motion to approve Order made by Commissioner Hoffman, seconded by Commissioner Simon, all present in favor, motion carried
- 8. Adjournment.
 - a. Motion to adjourn by Commissioner Simon, second by Commissioner Hoffman, all present in favor, adjourned at 10:09am

There being no further business, Court adjourned this 1st day of November, 2024

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page

KIMBLE COUNTY CALLED COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene a called meeting in the Grand Jury Room of the Kimble County Courthouse, 2nd Floor, 501 Main Street, Junction, Texas 76849, **at 8:30 a.m. on Friday, November 1, 2024**

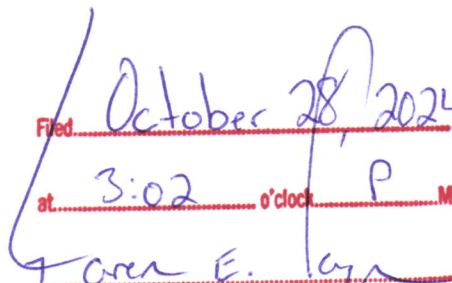
AGENDA

1. Call to order.
2. Convene meeting and establish quorum.
3. Consideration, discussion and possible action regarding courthouse restoration including approval additional architectural services addendum to existing contract between the County and Hutson/Gallagher, Hesco part-time project manager proposal, move-out and construction timeline and budget.
4. Consideration, discussion and possible action regarding de-designating 515 College Street, Junction, Texas as an alternate court location during courthouse restoration and designating 105 North 7th Street, Junction, Texas in its place.
5. Consideration, discussion and approval of amended Lease Agreement between the County and Xerox for District/County Clerk's office.
6. Consideration, discussion and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
7. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-18 authorizing same.
8. Adjournment.

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



County Judge


Filed October 28, 2024
at 3:02 o'clock P
Karen E. Page, County Clerk, Kimble County, Texas

October 15, 2024

Hal A. Rose, County Judge
Kimble County Courthouse
501 Main Street
Junction, Texas 76849

Re: Kimble County Courthouse -Restoration AE Contract Administration Services

Dear Judge Rose:

Congratulations to the County on receiving the THC funding for the Courthouse's restoration. Our team is pleased to provide the following proposal to perform architectural and engineering construction contract administration services for the restoration. This proposal is provided as Additional Services for our existing contract with the County.

The services include the following:

Base Architectural / Engineering Services:

Architectural-Engineering Scope

- 1. Finalize 95% Draft CDs to 100% Sealed Construction Documents** **\$ 38,562.88**
 - a. Coordination for the AE team and their associated scopes for Sealed CDs;
 - b. Contract with the following disciplines: Structural, Mechanical, Electrical and Plumbing Engineers, IT & Security Consultant, and Environmental Engineering to provide sub-consulting CA services for their respective fields;
 - c. Serve as prime contact for project with the Texas Historical Commission, and any submissions necessary for their review and approval for Antiquities Permit and THCPP requirements;
 - d. Activate project with TDLR registration and submission (associated fees will be billed as reimbursables);
 - e. Coordination with RAS for review, and respond to feedback;
- 2. Bidding & Negotiating** **\$ 61,700.60**
 - a. Pre-construction assistance to the County for its selection for a Construction Manager at Risk;
 - b. Pre-construction assistance with THC grant administration;
 - c. Pre-construction assistance with the selection of a County Project Manager per the grant requirements;
 - d. Attend one (1) Pre-Bid conference;
 - e. Provide written answers to any bidder questions and prepare Addenda if needed;
 - f. Review bids / submittals and attend review committee meeting by teleconferencing;
- 3. Construction Contract Administration (CDs)** **\$493,604.80**
 - a. Attend Pre-Construction Kick-Off Meeting (1-site visit);
 - b. Review RFI and Submittals;
 - c. Perform minor revision in the form of ASI's as needed to modify or clarify scope;
 - d. Assist Owner with Change Orders if required;
 - e. Review and approve monthly application-for-payment from contractor;
 - f. On-site project meetings will be conducted every two weeks to observe conditions and mock-ups as required with written summary of observations;

- g. Virtual on-line project meetings every two weeks between site visits;
- h. Coordination with THC throughout the project.

4. Project Close-Out **\$23,137.72**

- i. Schedule and coordinate final TAS inspection;
- j. Punch List and Final Acceptance, on-site review;
- k. As an additional service prepare and submit THC Completion Report;
- l. Review and approve final application-for-payment from contractor;
- m. On-site project meetings will be conducted every two weeks to observe conditions and mock-ups as required with written summary of observations;
- n. Review Record Drawings, lien releases and other close-out submittals provided by contractor, and other close-out documentation.

Total Base Architectural/Engineering Fee: \$617,006.00

1. Additional Services & Reimbursables:

- a. Information Technology Consultant (Data/Wireless/Voice) & Security System Consultant \$ 15,400.00
- b. Registered Accessibility Specialist (\$2,200 + Travel & Mileage) \$ 2,669.70
- c. HVAC Engineer Boiler Replacement Re-Design (if needed) \$ 13,904.00
- d. Civil Engineering Services (if needed for Fire Suppression System's connection to Main) \$ 12,000.00
- e. Estimated Reimbursable Budget for Incidentals (Printing, Shipping, etc.) \$ 1,200.00

Total Additional Services & Reimbursable Budget: \$ 45,173.70

*Reminder Notes about Scope Identified in Contract during the previous Construction Documents Phase:

- 1. Asbestos Abatement Design was contracted separately directly with the County; services deleted from AE fees.
- 2. Historic Finish Analysis (for \$10,000) remains pending in original services and will be performed once construction begins, to allow for access to ceiling cornices.
- 3. Existing Building Code Reports to Fire Marshal (for \$750.00) remains pending, in the event it is requested.

Total Architectural/Engineering Design Team Fee (with Additional Services):	\$662,179.70
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Only those services specifically mentioned in the Scope of Work section are offered a part of this proposal.

Architectural/Engineering Exclusions:

- 1. Any services not specified or defined in this fee proposal;
- 2. Civil Engineering consulting or design;
- 3. HVAC Commissioning services;
- 4. Acoustical engineering consulting or design;
- 5. Geotechnical services (Owner provided);
- 6. For technology and security systems (to be purchased directly by County with local IT technician assistance)
 - a. Data & Wireless Network System Equipment and Software;
 - b. Voice (Telephone) System Electronics and Software;

- c. Courtroom sound amplification system;
- d. Distributed Antenna System Electronics, Software and Wiring

Reimbursable Expenses: Travel expenses for identified site visits are included in the fees above. Any site visits not stated in scope will be billed (with pre-approval by Owner) as an Additional Service. Reimbursable expenses, such as TDLR project registration fees and RAS expenses (review and inspection fees) are **not** included and will be billed separately. Printing costs will be billed as reimbursables at cost without markup. Estimated Reimbursable Budget: \$ 1,200.00

Client Responsibilities: The client/contractor shall provide safe access (ladders, scaffolding, man-lifts, etc. installed and/or operated by the client or its contractors) to parts of the building as needed (all locations will be agreed upon in advance of site visits).

If this proposal is acceptable, please sign below and return it to me. In accepting these services, this proposal will become an extension to our existing AIA contract B101-2017 as additional services. This project has been a long time coming, and everyone is excited to see the restoration of this beautiful courthouse.

Sincerely,



Tracy Hirschman Hutson, Principal
Hutson Gallagher, LLC

Accepted by:


[Print Name]


[Signature]

Date: 10/1/24

cc: file

Hutson | Gallagher - 2024 Schedule of Hourly Rates

Principal Architect	\$195.00
Project Architect	\$175.00
Senior Conservator	\$140.00
Project Manager	\$130.00
Architectural Designer	\$110.00
Conservator	\$ 95.00
Historic Preservationist	\$ 85.00
CAD Technician	\$ 95.00
Administrative	\$ 80.00

Sub-Consultant's Hourly Rates provided upon request.



4833 FM 2446, PO Box 818, Franklin, Texas 77856
F| (979) 828-5197 C| (979) 229-9547

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

This Agreement is made by and between **HESCO, LLC**, a Texas limited liability company, and the **County of Kimble, Texas**, hereinafter referred to by name, or as the "Client". The Project Historic Courthouse Restoration, defined as follows and hereinafter referred to collectively as the "Project":

- Historic Courthouse Restoration

1. **SERVICES TO BE PROVIDED.** HESCO is an independent consultant and agrees to provide for the Client's sole benefit and exclusive use the consulting services set forth in Appendix A.
2. **COMPENSATION.** All labor and expense costs for the performance of the consulting services are listed in Appendix B.
3. **PAYMENT.** The Client agrees to pay invoices upon receipt. If payment is not received within 30 days from the invoice date, the Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from the invoiced amount of liquidated damages or other sums withheld from payments to contractors or subcontractors.
4. **INSURANCE.** HESCO agrees to maintain insurance coverage for the duration of the contract including worker's compensation (as required), comprehensive general liability, comprehensive auto and professional liability. Standard HESCO insurance coverage includes:
 - a) Comprehensive General Liability Insurance
 - i. Each Occurrence - \$1,000,000
 - ii. In Aggregate - \$2,000,000
 - iii. Personal and Advertising Injury - \$1,000,000 each person
 - b) Automobile Liability Insurance - \$1,000,000.
 - c) Worker's Compensation Insurance - statutory.
 - d) Professional Liability
 - i. Per Claim - \$1,000,000
 - ii. In Aggregate - \$2,000,000

Should the Client require additional insurance coverage limits, the Client will pay the expense of the additional coverage.

5. **CONFIDENTIALITY.** HESCO will maintain as confidential any documents or information provided by the Client indicated to be confidential and will not release, distribute or publish to any third party without prior written permission from the Client unless compelled by order of a court or regulatory body of competent jurisdiction.
6. **TERMINATION.** This contract may be terminated, suspended or cancelled prior for the following:
 - a) The Client for reasons of its own and not subject to mutual consent upon seven (7) days prior written consent to HESCO.
 - b) By mutual agreement and consent of both parties.
 - c) By Client notification in writing to HESCO as a consequence of failure by HESCO to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of HESCO.
 - d) By satisfactory completion of all services and obligations described herein.

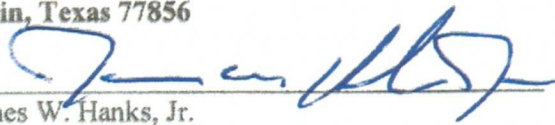
Upon termination, the Client shall pay HESCO fees and compensation for services completed to the date of termination.

7. **DISPUTES.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made the results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fee. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten (10) percent greater than the sum offered to resolve the matter prior to the commencement of trial.
8. **DOCUMENTS.** HESCO will furnish to the Client all documents and reports developed for the professional services provided by this contract. The Client shall have full access to and rights to inspect the documents developed and provided by the professional services described herein. For any other purposes, all documents and reports generated by HESCO under this Agreement, shall remain the sole property of HESCO.
9. **INDEMNIFICATION.** The Client and HESCO shall save harmless each other from any and all claims and liability due to the acts or omissions of each other or each other's consultants and contractors.
10. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force.

11. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

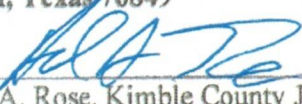
12. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Texas.

HESCO
Hanks Engineering Services Company
4833 FM 2446, PO Box 818
Franklin, Texas 77856

BY: 
James W. Hanks, Jr.

DATE: 11/1/24

Kimble County Courthouse
501 Main Street
Junction, Texas 76849

BY: 
Hal A. Rose, Kimble County Judge

DATE: 11/1/24

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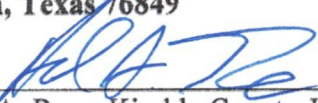
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HESCO
Hanks Engineering Services Company
4833 FM 2446, PO Box 818
Franklin, Texas 77856

BY: _____
James W. Hanks, Jr.

DATE: _____

Kimble County Courthouse
501 Main Street
Junction, Texas 76849

BY:  _____
Hal A. Rose, Kimble County Judge

DATE: 11/1/29

APPENDIX A

SCOPE OF SERVICES

HESCO shall provide the following professional services to Client. The Scope of Services includes professional services during design and construction of the Project. Activities that will be provided as directed by the Client include:

PLANNING and PRECONSTRUCTION PHASE

1. Assist Client in management of activities with A/E' s.
2. Work with A/E' s in cost estimates and evaluations.
3. Commission all schematic, design development and contract documents designs during their development and advise on site use, materials, building systems, construction feasibility, time requirements, value engineering and cost control.
4. Develop project scheduling with A/E' s and contractors.
5. Coordinate contract documents on behalf of Client.
6. Assist development of project construction schedules.
7. Provide value-engineering services on all design and construction projects.

CONSTRUCTION PHASE

1. Assist the Owner in administration of the contracts for construction.
2. Provide commissioning, administrative, management and related services to monitor, observe and evaluate work of the contractor, testing labs and A/E's; handle contract administrative responsibilities of the Client; assist A/E' s in completing projects in accordance with the Client's objectives for costs, time and quality.
3. Schedule and conduct in conjunction with A/E's, preconstruction, construction and progress meetings to discuss projects.
4. Develop CPM schedules for projects.
5. Monitor, enforce and update construction schedules.
6. Endeavor to achieve satisfactory performance from all contractors.
7. Provide regular monitoring of approved estimates of construction costs and maintain cost accounting records.
8. Recommend necessary or desirable changes in construction.
9. Develop and implement procedures with the A/E's for progress and final payments to contractors.
10. Develop and implement procedures for progress and final payments to A/E's and other service providers.
11. Assist in obtaining building permits and special permits.
12. Coordinate services of A/E' s, surveyors, testing labs and special consultants.
13. Verify that work of contractors conforms to contract documents.

HESCO LLC: Hanks Engineering Services Company

Terms & Conditions

Page: 4/6

14. Assist A/E' s in contract interpretations and owner' s intent.
15. Receive certificates of insurance.
16. Receive and review shop drawings, product data, samples and other submittals and assist A/E' s and owner with approvals.
17. Record project progress.
18. Maintain record copies of contract documents, addenda, change orders and other modifications.
19. Assist in arranging for delivery and storage, protection and security of owner purchased materials, systems and equipment.
20. Assist A/E' s and owner in checkouts of utilities and assist in initial start-up and testing.
21. Provide on-site inspections/ observations.
22. Assist A/E' s in substantial completion inspections
23. Coordinate and verify the furnishing to Client of guarantees, affidavits, releases, bonds, keys, manuals, record drawings, and maintenance stocks.
24. Assist A/E' s in project closing.
25. Lead and assist the Client in training staff to operate and maintain new facilities.
26. Represent the Client during warranty inspections and walk-through.
27. Represent the Client in resolving problems during the post-construction and warranty phases.
28. Make presentations and prepare exhibits and other material at the Owner' s request.

MISCELLANEOUS SERVICES

Reasonable miscellaneous design and consulting services are provided by HESCO on small-unexpected projects or areas where it is feasible to do so throughout program duration. The intent of these services is to facilitate expediency and to avoid payment for additional services to the A/Es and other consultants when HESCO can reasonably do the work. HESCO and the Client mutually determine when these services are to be provided.

OTHER

Throughout a program, HESCO provides a high level of verbal and written communications with the Client to keep everyone informed on design and construction schedules, costs, change orders, and other areas of vital importance to the Client' s interests. The Client may request and HESCO will provide any reasonable forms of communications including such items as update brochures and web sites. HESCO will provide the same level of communications performance with the A/Es, contractors and other service providers.

APPENDIX B
COMPENSATION

The Scope of Services outlines the Professional Services that will be performed for the District at their direction from **January 1, 2025**, to **July 31, 2026**.

The Total Compensation for Professional Services, described within this Contract, will be **\$ 238,680.00**. This is a fixed fee to provide **18** months of Professional Services. HESCO proposes that the fee be equally distributed over the duration of this Agreement for the **18** months in the amount of **\$13,260.00**.

Should HESCO be needed to provide Professional Services beyond the periods noted in the above, District and HESCO will negotiate the Scope of Services and hourly rates to provide the required services.

Salaries	Rate
Principal	\$135.00
Senior Associate	\$121.50
Associate	\$112.50
Engineer	\$112.50
Designer	\$ 99.00
Technician	\$ 90.00
Graphics	\$ 85.50
Clerical	\$ 54.00
Mileage	\$ 0.67

Lease Agreement



Customer: COUNTY OF KIMBLE

BillTo: COUNTY OF KIMBLE
CLERKS OFFICE
105 REID RD
JUNCTION, TX 76849-3008

Install: COUNTY OF KIMBLE
CLERKS OFFICE
105 REID RD
JUNCTION, TX 76849-3008

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8255H2 (XEROX C8255H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Db Wifi & Bt Kit - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox B8145 S/N HQT268047 Trade-In as of Payment 42	11/7/2024

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8255H2	\$238.32	1: Black and White Impressions 2: Color Impressions	1 - 20,000 20,001+ All Prints	Included \$0.0061 \$0.0556	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$238.32	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Larry Gleason (830)896-3131 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: Judge Hal A Rose Signature:	Phone: (325)446-3353 Date: 11/1/24		

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment: C8255H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Financial Information

7. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. C8255H2	- Refinance of Xerox Agreement	\$731.00	10%	\$158.92

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 2024 budget.

BE IT THEREFORE ORDERED that the 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 1st day of November, 2024.



HAL A. ROSE
COUNTY JUDGE



BRAYDEN SCHULZE
COMMISSIONER PCT. 1



KELLY SIMON
COMMISSIONER PCT. 2

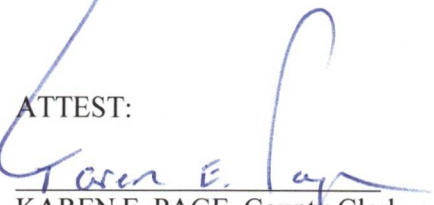


DENNIS DUNAGAN
COMMISSIONER PCT. 3



KENNETH HOFFMAN
COMMISSIONER PCT. 4

ATTEST:



KAREN E. PAGE, County Clerk

