

KIMBLE COUNTY COMMISSIONERS COURT
REGULAR MEETING – August 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 Schulze
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:

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

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

1. Call to order.
 - a. County Judge Hal Rose called the meeting to order at 9:00am
2. Convene meeting and establish quorum.
 - a. Quorum was established
 - b. Invocation was led by Judge Rose at 9:01am
 - c. Pledge at 9:01am
3. Public comments are welcome. Please limit comments to five minutes or less.
Discussion about Boone's Crossing KC 150
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 and approval of County culvert, driveway, tnhorn and road use/maintenance policies, permits and agreements.
 - a. Motion to approve and accept made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carried
6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
 - a. Motion to approve and accept made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carried
7. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
 - a. Motion to approve and accept made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carried

8. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court including Operation Lone Star and Operation Stonegarden 2025 grant requests.
 - a. Sheriff provides update, Matt Suttle coming on board as Sergeant, no motions or actions taken
9. Consideration, discussion and possible action regarding an interlocal agreement between Kimble County and Harper ISD related to the sharing of election space for the November 2024 election.
 - a. Tabled until September
10. Consideration, discussion and possible action regarding approval of Texas Department of Agriculture Resolution #2024-11 related to Meals on Wheels.
 - a. Motion to approve and accept made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carried
11. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
 - a. No action
12. Consideration, discussion, and possible action regarding the 2022 audit report for the County.
 - a. No issues found, request to accept the report made by Treasurer
 - b. Motion to approve and accept made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carried
13. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules, proposed procedures to be adopted by the County related to Subdivision applications and potential subdivision applications.
 - a. Judge Rose advised the Kimble Extension Agent Alex resigned. Agrilife looking for new applicants, no action at this time
14. Consideration, discussion, and possible action related to Texas Indigent Defense Counsel grant award.
 - a. No action
15. Consideration, discussion, and possible action related to Detention Contracts between Kimble County and Brown, Grayson, Val Verde and Taylor Counties as proposed and approved by the Juvenile Probation Board and Juvenile Probation Officer.
 - a. Motion to approve and accept made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carried
16. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant including approval of the Funding Agreement, Source of Funds and Easement Agreement and move-out plan.
 - a. Motion to approve and accept made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carried
17. Consideration, discussion, and possible action regarding Texas Department of Motor Vehicles optional county fees.
 - a. Motion to approve and accept made by Commissioner Dunagan, second by Commissioner Simon, Commissioners Hoffman and Schulze opposed, paused 3/2

18. Consideration, discussion, and possible action on Junction Texas Economic Development Corp appliance recycling and use of Kimble County work yard.
- a. Request to use the County yard on September 28th for clean up day with JISD athletes. Commissioner Simon made a motion to approve, second by Commissioner Schulze, all present in favor, motion carried
19. Consideration, discussion, and possible action regarding the 2025 Kimble County Budget.
- a. Discussion to approve a 3% increase for employees and officials made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carried
20. Consideration, discussion and possible action regarding tax rate for the 2025 Kimble County Budget.
- a. Motion to leave @ current rate of .4589 for 2025 made by Commissioner Schulze, second by Commissioner Dunagan, Commissioners Hoffman and Simon oppose, motion carries 3/2 with Judge Rose breaking tie
21. Consideration, discussion and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
- a. Motion to approve bills made by Commissioner Hoffman, second by Commissioner Simon, all present in favor, motion carried
22. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-14 authorizing same.
- a. Motion to amend made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carried
23. Adjournment.
- a. Motion to adjourn made by Commissioner Dunagan, second by Commissioner Simon, all present in favor, adjourned at 1:20pm

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

/S/ HAL A ROSE
Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE
Karen E. Page, County Clerk

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, August 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 and approval of County culvert, driveway, tinhorn and road use/maintenance policies, permits and agreements.
6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
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16. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant including approval of the Funding Agreement, Source of Funds and Easement Agreement and move-out plan.
17. Consideration, discussion, and possible action regarding Texas Department of Motor Vehicles optional county fees.
18. Consideration, discussion, and possible action on Junction Texas Economic Development Corp appliance recycling and use of Kimble County work yard.
19. Consideration, discussion, and possible action regarding the 2025 Kimble County Budget.
20. Consideration, discussion and possible action regarding tax rate for the 2025 Kimble County Budget.
21. Consideration, discussion and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
22. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-14 authorizing same.
23. 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 August 8 .24
at 3:27 o'clock P.M.
Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas
By Kendra Powers Deputy
KENDRA POWERS

COMMISSIONER'S COURT
MEETING 8/13/2024

VISITORS PLEASE SIGN IN

1 Steve & Mary Ann Blaylock

2 Tim Hanks

3 Charles Elias

4 Carmen Bierschwald

5 Andrew Bonnard.

6 Rick Lalood

7 Randy & Kim Golsen

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KCR&B Report

7/9/2024- 8/13/2024

7/9/24

Continued road work on CR275,blading,watering,rolling ,pulling ditches,back slopes ect.

7/10/11/15/16/17/24

Continued work on CR275.Patched pot holes on CR261. Put ac condenser on F-250 p/u.put fuel pump on chev. S-10,changed oil in S-10 ,took dozer to yard.

7/18/24

Put chain on winch truck,changed oil in p/u and greased.

7/19/24

Bladed washes on CR210 and 213,CR331 washes and draws.

7/22/23/24/24

Put hyd.pump on blade,jacks on trailer too stabilize when loading backhoe.

7/25/24

Bladed draws and washes on CR roasd

410,260,412,110,111,112,hauled gravel to CR150.

7/ 26/24

Continued hauling gravel to CR 150. Started hauling to CR460.

7/27/24

Hauled to CR 460 and pushed gravel into wash out over the tin horns.

7/29/30/31/24

Continued to repair wash outs and ruff spots on CR310,372,210,213,313,412,410, 421.Started patching on CR120.

8/1/24

Continued patching on CR120.

8/5/24

Put gravel in hole washed out on CR410.Bladed on CR450 and repaired wash out at the end of bridge.Cut brush on CR275.

8/6/24

Continued blading on CR450&451.Patching on CR120.

8/8/24

Hauled trackhoe to CR315 repaired crossing pulling

rocks and putting back on the down stream side and blading road.

8/12/24

Moved equipment back to CR 275.Cutting brush on CR 180,272.

[illegible]

NEW ROAD REQUEST

Texas Department of Motor Vehicles

Registration and Title System Report

RTS.FIN.012

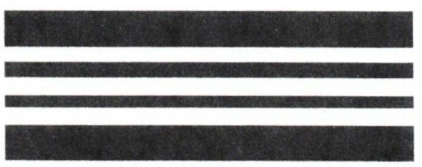
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2024 - 06/2024

Start Month: June End Month: June 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	12	0
72-HOUR PERMIT	1	0
BLUE DISABLED PLACARD	13	0
DISABLED PERSON PLT	3	0
FARM TRLR PLT	4	0
FARM TRUCK PLT	3	0
PASSENGER-TRUCK PLT	27	0
PLATE STICKER	175	0
TRLR PLT	4	0
WINDSHIELD STICKER	423	3
Total	665	3

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	13.00
BUYERS TAG	5.00
CNTY ROAD BRIDGE ADD-ON FEE	4,650.00
DELINQUENT TRANSFER PENALTY	10.00
DELQ TRANS PENALTY 2008	750.00
DISABLED VETERAN PLT	12.00
DUPLICATE RECEIPT	8.00
HORNED LIZARD PLT	30.00
INSPECTION FEE-1YR	2,985.00
INSPECTION FEE-CDEC	22.00
INSPECTION FEE-CW	44.00
INSPECTION FEE-NLTSI	8.25
INSPECTION FEE-OBNDL	16.50
INSPECTION FEE-TLMC	120.00
LATE REGISTRATION PENALTY	31.75
MOBILITY / CLEAN AIR FEE	90.00
ONLINE DISCOUNT	(55.00)
ORGAN DONOR FEE	3.00



RTS.FIN.012

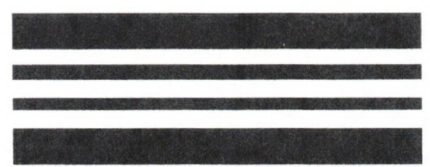
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2024 - 06/2024

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

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

Fees Collected	
Accounting Fees Description	Amount (\$)
P&H 30-DAY PERMIT	300.00
P&H 72 HOUR PERMIT	25.00
P&H ANTIQUE PLT	50.00
P&H COMBINATION PLT	535.00
P&H MAIL IN FEE	19.00
P&H PLATE STICKER	4,312.75
P&H TMP PERMIT FEE	61.75
P&H TXO COMP	(110.00)
P&H TXO FEE	261.25
P&H WALK IN FEE	2,432.00
P&H WINDSHIELD STICKER	21,933.83
PERSONALIZED PLATE FEE	80.00
PROFESSIONAL FIREFIGHTER PLT	30.00
REG FEE-DPS	406.00
REGIS. CREDIT REMAINING	(413.44)
REPLACEMENT FEE	120.00
STATE PARKS DONATION	10.00
SURVIVING SPOUSE DV PLT	6.00
TRANSFER	85.00



 Texas Department of Motor Vehicles

Registration and Title System Report

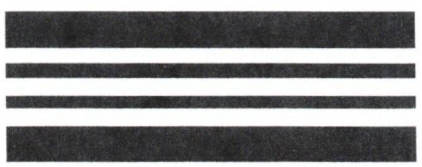
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Date Range: 06/2024 - 06/2024

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

Fees Collected	
Accounting Fees Description	Amount (\$)
VETERANS' FUND	70.00
REGISTRATION - Sub Total	38,957.64
SALES TAX	
REGISTRATION EMISSIONS FEE	53.50
SALES TAX EMISSION FEE 1%	175.00
SALES TAX FEE	21,703.44
SALES TAX PENALTY FEE	196.88
TERP TITLE FEE	585.00
SALES TAX - Sub Total	22,713.82
TITLE	
TITLE APPLICATION FEE	507.00
TITLE - Sub Total	507.00
YOUNG FARMER	
YOUNG FARMER PROGRAM	90.00
YOUNG FARMER - Sub Total	90.00
Total	62,268.46



Texas Department of Motor Vehicles

RTS.FIN.012

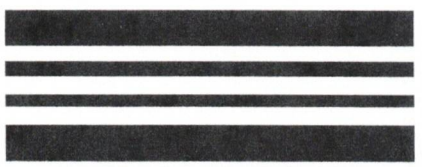
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2024 - 06/2024

Registration and Title System Report



Funds Distribution					
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
REGISTRATION					
ANT TXDMV PART	50.00	0.00	0.00	50.00	
AUTOMATION FEE	298.50	0.00	0.00	298.50	
BUYERS TAG	5.00	0.00	0.00	5.00	
CO R & B FUND	0.00	26,888.89	0.00	26,888.89	
DELQ TRANSFER	5.00	5.00	0.00	10.00	
DELQ TRNSF CNTY	0.00	375.00	0.00	375.00	
DELQ TRNSF EDUC	50.00	0.00	0.00	50.00	
DELQ TRNSF FND6	325.00	0.00	0.00	325.00	
DUP1 RECEIPT	0.00	8.00	0.00	8.00	
INSP TCEQ-1	834.00	0.00	0.00	834.00	
INSP TCEQ-3	1.50	0.00	0.00	1.50	
INSP TCEQ-4	24.00	0.00	0.00	24.00	
INSP TERP	30.00	0.00	0.00	30.00	
INSP TMF-EMISS	6.00	0.00	0.00	6.00	
INSP TXMBLTY-1	1,459.50	0.00	0.00	1,459.50	
INSP TXMBLTY-3	30.00	0.00	0.00	30.00	
INSP TXMBLTY-4	42.00	0.00	0.00	42.00	
INSP TXONLNE-1	834.00	0.00	0.00	834.00	
INSP TXONLNE-2	0.75	0.00	0.00	0.75	
MBLTY / CLN AIR	24.00	0.00	0.00	24.00	



Texas Department of Motor Vehicles

Registration and Title System Report

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Date Range: 06/2024 - 06/2024

Start Month: June End Month: June 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 (\$)
OPT RD & B FEE	0.00	4,670.00	0.00	4,670.00
ORGAN DONOR	3.00	0.00	0.00	3.00
OUTOFCTY-CRDT	(184.00)	0.00	0.00	(184.00)
P&H CNTY MAILIN	0.00	9.20	0.00	9.20
P&H CNTY TMPT F	0.00	61.75	0.00	61.75
P&H CNTY TXO	0.00	13.75	0.00	13.75
P&H CNTY WALKIN	0.00	1,177.60	0.00	1,177.60
P&H DMV COMP	1,226.20	0.00	0.00	1,226.20
P&H TXO COMP	(110.00)	0.00	0.00	(110.00)
P&H TXO DISCNT	(55.00)	0.00	0.00	(55.00)
REG FEE-DPS	406.00	0.00	0.00	406.00
REPL FEE \$6	70.00	50.00	0.00	120.00
SP-HORNED TOAD	22.00	0.00	0.00	22.00
SP-PERSONALIZE	77.50	0.00	0.00	77.50
SP-PRO FF	22.00	0.00	0.00	22.00
SPL CNTY COMMSN	0.00	2.00	0.00	2.00
SPL TXDMV PART	1.50	0.00	0.00	1.50
SPL TXDOT PART	33.00	0.00	0.00	33.00



Texas Department of Motor Vehicles

Registration and Title System Report

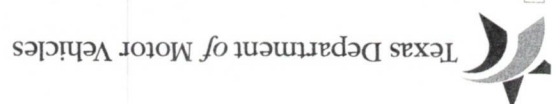
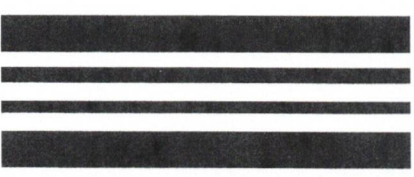
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FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2024 - 06/2024

Start Month: June End Month: June 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 (\$)
STATE PARKS	10.00	0.00	0.00	10.00
TRANS OF REGIS	42.50	42.50	0.00	85.00
VETERANS' FUND	70.00	0.00	0.00	70.00
REGISTRATION - Sub Total	5,653.95	33,303.69	0.00	38,957.64
SALES TAX				
REGIS EMISSIONS	0.00	0.00	53.50	53.50
SALES TAX	0.00	0.00	21,900.32	21,900.32
SLSTX EMISSION1	0.00	0.00	175.00	175.00
TERP TITLE FEE	0.00	0.00	585.00	585.00
SALES TAX - Sub Total	0.00	0.00	22,713.82	22,713.82
TITLE				
TITLE APPL FEES	117.00	195.00	0.00	312.00
TITLE APPL-COMP	195.00	0.00	0.00	195.00
TITLE - Sub Total	312.00	195.00	0.00	507.00
YOUNG FARMER				
YOUNG FARMER FD	0.00	0.00	90.00	90.00
YOUNG FARMER - Sub Total	0.00	0.00	90.00	90.00
Total	5,965.95	33,498.69	22,803.82	62,268.46



Fiscal Year to Date Recap Report

June 2024 (06/01/2024 - 06/30/2024)

Page: 1

7/16/2024 3:37:36PM

Fiscal Year: 2024

BPP KIMBLE COUNTY

BPGKM

Totals for Entity:

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att Fee	Overage	Payments	Balance	%
0006	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
010	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
011	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
012	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
013	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
014	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
015	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
016	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
017	55.90	0.00	55.90	0.99	0.00	0.00	0.99	0.12	0.74	0.36	0.00	2.21	54.91	0177
018	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
019	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
020	78.88	0.00	78.88	4.58	0.00	0.00	4.58	0.55	1.80	1.40	0.00	8.33	74.30	0581
021	238.05	0.00	238.05	2.25	0.00	0.00	2.25	0.27	0.56	0.62	0.00	3.70	235.80	0095
022	422.53	0.00	422.53	61.98	0.00	0.00	61.98	7.44	7.43	15.37	0.00	92.22	360.55	1467

Totals for All Delinquent Years

1,235.74

1,162.18

Totals for All Years:

0.28

Funds 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

June 2024 (06/01/2024 - 06/30/2024)

7/16/2024 3:37:36PM

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	%
985	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
987	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
988	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
989	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
990	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
991	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
992	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
993	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
994	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
995	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
996	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
997	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
998	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
999	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
000	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
001	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
002	32.82	0.00	32.82	0.05	0.00	0.00	0.05	0.01	0.13	0.03	0.00	0.22	32.77	0015
003	791.64	0.00	791.64	6.86	0.00	0.00	6.86	0.82	16.74	3.66	0.00	28.08	784.78	0087
004	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
005	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
006	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
007	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
008	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
009	1,005.63	0.00	1,005.63	6.11	0.00	0.00	6.11	0.73	10.38	3.45	0.00	20.67	999.52	0061
010	904.19	0.00	904.19	1.19	0.00	0.00	1.19	0.14	1.87	0.64	0.00	3.84	903.00	0013
011	1,086.15	0.00	1,086.15	9.36	0.00	0.00	9.36	1.12	13.58	4.81	0.00	28.87	1,076.79	0086
012	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
013	1,485.65	0.00	1,485.65	6.80	0.00	0.00	6.80	0.82	8.39	3.20	0.00	19.21	1,478.85	0046
014	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
015	2,892.57	0.00	2,892.57	7.50	0.00	0.00	7.50	0.90	7.43	3.17	0.00	19.00	2,885.07	0026
016	4,012.32	0.00	4,012.32	163.84	0.00	0.00	163.84	19.66	139.83	64.67	0.00	388.00	3,848.48	0408
017	3,891.31	0.00	3,891.31	146.06	0.00	0.00	146.06	17.53	108.55	54.43	0.00	326.57	3,745.25	0375
018	8,029.49	0.00	8,029.49	666.16	0.00	0.00	666.16	79.94	406.50	230.54	0.00	1,383.14	7,363.33	0830
019	8,802.74	0.00	8,802.74	966.27	0.00	0.00	966.27	115.95	477.98	312.02	0.00	1,872.22	7,836.47	1098

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

June 2024 (06/01/2024 - 06/30/2024)

7/16/2024 3:37:36PM

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	1,200.65	0.00	0.00	1,200.65	133.21	412.82	331.28	0.00	2,077.96	8,242.81	1271
2021	25,108.05	149.52	25,257.57	3,619.65	0.00	-8.09	3,611.56	466.04	1,020.36	1,073.96	0.00	6,180.01	21,646.01	1430
2022	52,217.06	-253.88	51,963.18	12,977.10	0.00	-25.12	12,951.98	1,596.40	1,917.09	3,538.23	0.31	20,029.13	39,011.20	2493
2023	2,007,659.38	-25,948.27	1,981,711.11	1,815,977.39	6.20	16,385.49	1,832,369.08	22,282.69	7,343.43	0.00	26.04	1,845,629.55	149,342.03	9246
Totals for All Delinquent Years														
	127,670.99	-14.01	127,656.98	19,777.60	0.00	-33.21	19,744.39	2,433.27	4,541.65	5,624.09	0.31	32,376.92	107,912.59	
Totals for All Years:														
	2,135,330.37	-25,962.28	2,109,368.09	1,835,754.99	6.20	16,352.28	1,852,113.47	24,715.96	11,885.08	5,624.09	26.35	1,878,006.47	257,254.62	1,75
Funds Paid:														
				-9,698.80		-107.26		-35.18	-10.05	0.00	-0.04	-9,744.07		

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

June 2024 (06/01/2024 - 06/30/2024)

1999

7/16/2024 3:37:36PM

Fiscal Year: 2024

Totals for Entity:

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
5	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
7	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
8	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
9	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
0	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
1	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
2	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
3	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
4	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
5	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
6	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
7	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
8	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
9	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
0	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
1	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
2	32.82	0.00	32.82	0.05	0.00	0.00	0.05	0.01	0.13	0.03	0.00	0.22	32.77	0015
3	791.64	0.00	791.64	6.86	0.00	0.00	6.86	0.82	16.74	3.66	0.00	28.08	784.78	0087
4	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
5	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
6	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
7	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
8	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
9	1,005.63	0.00	1,005.63	6.11	0.00	0.00	6.11	0.73	10.38	3.45	0.00	20.67	999.52	0061
0	913.08	0.00	913.08	1.19	0.00	0.00	1.19	0.14	1.87	0.64	0.00	3.84	911.89	0013
1	1,096.16	0.00	1,096.16	9.36	0.00	0.00	9.36	1.12	13.58	4.81	0.00	28.87	1,086.80	0085
2	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
3	1,490.01	0.00	1,490.01	6.80	0.00	0.00	6.80	0.82	8.39	3.20	0.00	19.21	1,483.21	0046
4	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
5	3,000.41	0.00	3,000.41	7.50	0.00	0.00	7.50	0.90	7.43	3.17	0.00	19.00	2,992.91	0025
6	4,135.16	0.00	4,135.16	163.84	0.00	0.00	163.84	19.66	139.83	64.67	0.00	388.00	3,971.32	0396
7	3,947.21	0.00	3,947.21	147.05	0.00	0.00	147.05	17.65	109.29	54.79	0.00	328.78	3,800.16	0373
8	8,094.58	0.00	8,094.58	666.16	0.00	0.00	666.16	79.94	406.50	230.54	0.00	1,383.14	7,428.42	0823
9	8,885.59	0.00	8,885.59	970.03	0.00	0.00	970.03	116.41	479.75	313.22	0.00	1,879.41	7,915.56	1092

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

Fiscal Year to Date Recap Report

June 2024 (06/01/2024 - 06/30/2024)

7/16/2024 3:37:36PM

Totals for Entity:		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	1,205.23	0.00	0.00	1,205.23	133.76	414.62	332.68	0.00	2,086.29	8,317.11	1266
2021	25,346.10	149.52	25,495.62	3,621.90	0.00	-8.09	3,613.81	466.31	1,020.92	1,074.58	0.00	6,183.71	21,881.81	1417
2022	52,639.59	-253.88	52,385.71	13,039.08	0.00	-25.12	13,013.96	1,603.84	1,924.52	3,553.60	0.31	20,121.35	39,371.75	2484
2023	2,007,659.38	-25,948.27	1,981,711.11	1,815,977.39	6.20	16,385.49	1,832,369.08	22,282.69	7,343.43	0.00	26.04	1,845,629.55	149,342.03	9246
Totals for All Delinquent Years														
	128,906.73	-14.01	128,892.72	19,851.16	0.00	-33.21	19,817.95	2,442.11	4,553.95	5,643.04	0.31	32,490.57	109,074.77	
Totals for All Years:														
	2,136,566.11	-25,962.28	2,110,603.83	1,835,828.55	6.20	16,352.28	1,852,187.03	24,724.80	11,897.38	5,643.04	26.35	1,878,120.12	258,416.80	1.74
Totals for Funds Paid:														
				-9,698.80		-107.26		-35.18	-10.05	0.00	-0.04	-9,744.07		

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

KIMBLE COUNTY SHERIFFS OFFICE

STATS JULY2024

CITATIONS 212

CRIMINAL ARREST : 10

FELONY: 6

MISDEMEANORS: 4

JAIL POCCESSED: 26

CALLS FOR SERVICE :594

MENTAL HEALTH 3

CIVIL PROCESS 10



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

RESOLUTION 2024-11

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2025**

A resolution of the County of Kimble (County) Texas certifying that the County has made a grant to Kimble County Meal On Wheels (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

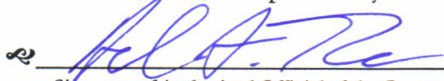
SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$9,260.00 to be paid and used between the:

1st of January 2025 and the 31st of December 2025

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 13th day of August, 2024.



Signature of Authorized Official of the County

Hal A. Rose, Kimble County Judge
Typed Name and Title

STATE OF TEXAS
County of **Kimble**

GRANT OF EASEMENT

Kimble County ("Grantor"), a Texas political subdivision, is the owner of certain real property and improvements known as the Kimble County Courthouse ("Property"), located at 501 Main Street, Junction, TX, more particularly described in Attachment A to this document, which is incorporated for all purposes as if it were set forth fully herein. In consideration of funds made available to Grantor through the Texas Historic Courthouse Preservation Program ("Program"), receipt of which Grantor acknowledges, Grantor does hereby grant, bargain, sell, and convey to the Texas Historical Commission, an agency of the State of Texas, ("Grantee") the following Easement ("Easement"). This Easement is subject and subordinate to any terms and conditions of the underlying Program grant conditions and/or grant agreement. Grantee is the entity responsible for administering/managing Easements required by this grant program, as a condition of Grantor receiving grant funding from the Program.

Grantor has legal and equitable fee simple title to the Property and has the right and power to grant this Easement as the sole owner of the Property. If improvements to the Property are owned separately from the fee simple title, or if the Property is otherwise owned by more than one entity, then all owners shall signify the right and power to grant this Easement by signing below or by inference as Grantor under Section 15. Grantor warrants that the Property is free and clear of all rights, restrictions, and encumbrances, other than those subordinated to this Easement under Section 13 or otherwise specifically agreed to in writing by the Grantee. Grantee has the legal authority to accept this Easement pursuant to Chapter 442 of the Texas Government Code and Chapter 183 of the Texas Natural Resources Code. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, archeological, or cultural site important to the State of Texas, as further described in Attachment B. Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Program, Grantor hereby grants and conveys to Grantee an interest and Easement in the Property for the conservation and preservation of historic, architectural, archeological, or cultural values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by Grantee, to have and to hold the said interest and Easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses in perpetuity.

2. DEFINITIONS

These terms shall have the following meaning as used throughout the Easement.

- a. "Character-defining Features" means those components of the Structure and its Site that, collectively, convey its significance and make it eligible for listing in the National Register of Historic Places. These constitute the most significant aspects of the Property and are protected by the Easement in addition to the Property as a whole.

- b. "Maintenance" means in-kind repair using like materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Structure(s). Maintenance does not include changes in appearance, materials, colors, and workmanship from that existing prior to the Maintenance.
- c. "Property" means the real property protected by the Easement, as described in Attachment A, together with the "Structure(s)" as defined below.
- d. "Standards" means the Secretary of the Interior's Standards for the Treatment of Historic Properties, as set forth in Part 68, Title 36, Code of Federal Regulation (CFR), and the Standards for Archeology and Historic Preservation, administered at the sole judgement of the Grantee. The Standards applied and referenced in this document shall be those in effect at the time this Easement was executed.
- e. "Structure(s)" means the historic structure or structures and other historic improvements located within the Property boundary, as listed in Attachment B.
- f. "Legal Description", the legal description of the Property and the boundaries of the Property protected by the Easement as provided in Attachment A.
- g. "Initial Property Condition", a description of the Property as provided in Attachment B, including its Character-defining Features and the overall condition of those features as well as the overall Property when the Easement is executed and prior to the completion of the grant-funded Scope of Work. The potential for archeology within the Property and/or existing archeology within the Property will also be included in this description.
- h. "Scope of Work" is the work to be completed using the grant funds as described in Attachment C.
- i. "Baseline Condition" is the condition of the Property at the end of the grant funded scope of work, as described in the Completion Report, in addition to any subsequent work approved by the Grantee and undertaken by Grantor. The Baseline Condition changes each time a scope of work approved by Grantee and undertaken by the Grantor is completed. Grantor must maintain the Property in this condition.
- j. "Baseline Condition Form": a form that describes the current Baseline Condition and includes other pertinent information needed for cyclical monitoring of the Property. The Grantee will update the Baseline Condition Form after the completion of any approved scopes of work or alterations to the Property.

3. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The Easement herein granted conveys to Grantee an interest in the Property encompassing the following covenants and undertakings by Grantor.

- a. Grantor shall maintain and repair the Property in a good and sound state of repair and maintain the subject Property according to the Standards so as to prevent deterioration and preserve the architectural and historical, and if applicable, archeological integrity, of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- b. Without the prior written consent of Grantee, which approval may be withheld or conditioned in the sole discretion of the Grantee, Grantor shall not cause or permit any construction, alteration,

Grant of Easement

remodeling, dismantling, destruction, demolition, or other activity that would affect or alter in any material way the appearance, the historic architectural integrity of the Property, or otherwise disturb potential or known prehistoric and/or historic archeological deposits. Prior written consent from Grantee is not required for routine Maintenance, unless it affects or alters in any material way the historic or architectural integrity of the Property. Activities requiring Grantee's written approval include but are not limited to the following:

- i. Any changes that affect the overall historic, archeological, or architectural integrity of the Property or its Character-defining Features as identified in Attachment B including the alteration, partial removal, construction, remodeling, demolition or other physical or structural change to the appearance or construction of such features. This shall include, but is not limited to, the painting of previously unpainted surfaces or removal of any paint or other finishes from historic materials.
 - ii. Erection of anything on the Property that would encroach on the open land area surrounding the Structure(s) or obstruct the public view of the Structure(s) (except for temporary structures such as construction trailers or scaffolding necessary during the performance of approved work). This shall include, but is not limited to, the installation of signs or awnings on the Property, and installation of any transmission lines on or across the Property.
 - iii. Substantial ground-disturbing activity or topographical changes, such as by example excavation for the construction of a parking lot or roads, or any work that might affect the structural soundness of the Structure(s).
 - iv. Vacating or abandoning any Structures on the Property; mothballing any Structures on the Property such as temporary closure to protect it from weather and to secure it from vandalism during vacancy; or cessation of standard Maintenance procedures on the Property.
 - v. Any subdivision of the Property.
- c. Substantial changes in use to the Structures(s) or Property that may affect how the public and/or historically, archeologically, or architecturally significant spaces are used and/or preserved must receive prior approval in writing from the Grantee.

4. PROPERTY CONDITION

The condition of the Property that the Grantor is to maintain, as specified in this Easement, is the condition as defined as the Initial Property Condition as described in Attachment B, at the time the Easement is executed, until such time as the grant-funded work under Attachment C is completed.

In order to make more certain the full extent of Grantor's obligations and the restrictions on the subject Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of site, exterior and interior character-defining materials, features and spaces, and archeology is incorporated as Attachment B at the end of this Easement together with a narrative describing the condition of these features. To complement Attachment B, Grantor has provided to the Grantee architectural drawings, if prepared as part of the project or otherwise available, and a current photographic record that documents the Property overall, the area where work will occur and identified features. The photographic record will be provided digitally and include color digital images, an image log, and a keyed location map. Grantor agrees that the nature and condition of the Property on the date of execution of this Easement is accurately documented by the architectural drawings and photographic record,

Grant of Easement

which shall be maintained for the life of this Easement in the Grantee's conservation easement file for the Property. This documentation might not depict every unique Character-defining Feature or detail.

The Scope of Work to be performed under the grant to restore the Property is as outlined in Attachment C, although that Scope of Work may be modified if Grantee approves of such modification in writing during the course of planning and/or construction. Once the Scope of Work as described in Attachment C has been completed, Grantor shall provide a Completion Report, following the grant Program requirements. Grantor agrees that the nature and condition of the Property on the date of submission of the Completion Report will be accurately documented by the revised architectural drawings and revised photographic record included in or attached to the Completion Report, which shall also be maintained for the life of this Easement in Grantee's conservation easement file for the Property.

Once the grant-funded Scope of Work, as described in Attachment C, has been completed, Grantor shall maintain the Property in the Baseline Condition, as described in the Completion Report, in addition to any subsequent alterations or scopes of work approved by Grantee on the Property. For purposes of cyclical monitoring of the Property, Grantee will complete a Baseline Condition Form which includes a description of the current Baseline Condition, and elements from Attachments A: Legal Description, Attachment B: Initial Property Condition, Attachment C: Scope of Work, subsequent approved scopes of work and other information necessary for understanding the Property and its condition. The Baseline Condition Form will be used for conducting cyclical monitoring to ensure the Property's condition is maintained as required by the Easement.

5. REVIEW AND APPROVAL PROCESS

Until this Easement expires or terminates, the Grantor and any and all successors in interest further agree to deliver to the Grantee, for review and approval, information (including plans, specifications, and designs where appropriate) identifying any proposed permanent changes to the Property along with digital photographs, at 1600 x 1200 pixels or larger, of the areas to be affected. Grantee may request additional information, as required to understand the proposed changes. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Grantor shall make no change or take any action subject to the approval of Grantee until Grantor has received written approval of such action by an authorized representative of Grantee. Whenever such consent or written approval of Grantee is required, it shall not be unreasonably withheld or delayed. Any changes or work undertaken on the Property shall conform to the Standards in effect at the time the Easement was executed.

6. UNANTICIPATED DISCOVERIES

If historic or prehistoric artifacts or features are inadvertently discovered during construction or Maintenance activities, Grantor shall cease all work in the immediate vicinity and notify Grantee. Grantee shall consult with Grantor on steps to document and preserve the cultural remains, if warranted. Work shall resume only after the inadvertent discovery has been fully assessed and coordinated. In addition, if human remains or burial shafts are found, Grantor shall immediately notify Grantee and adhere to all provisions of the Texas Health and Safety Code, Title 8, Chapter 711 or subsequent federal or state legislation protecting human remains or burial shafts.

Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the Standards or will comply with the requirements of the Native

American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10 or subsequent federal or state legislation protecting Native American remains.

7. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED, DESTROYED OR CONDEMNED

- a. In the event that the Structure or other site improvements located on the Property is damaged or destroyed by fire, flood, windstorm, earth movement, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:
 - i. Grantor shall notify Grantee in writing within seven (7) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval indicating that the proposed work will meet the Standards. Grantee shall give its written approval, if any, of any proposed work within thirty (30) days of receiving the request from Grantor.
 - ii. Partially damaged. If the Structure is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Structure can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Structure to the condition that existed just prior to the damage, consistent with the Standards.]
 - iii. Totally destroyed. If the Structure is totally destroyed (i.e., destroyed to such an extent that it is not reasonably possible to repair or restore the historic architectural integrity of the Structure), Grantee and Grantor shall work together to determine whether it is economically feasible to reconstruct the Structure in a substantially similar manner. If the Structure is reconstructed in a substantially similar design, this Easement shall continue in force and apply to the reconstructed Structure. If the Structure is not reconstructed in a substantially similar design, this Easement shall terminate upon agreement by Grantee that reconstruction in a substantially similar design will not take place.]
- b. If the damage of or destruction to the Property is caused by the gross negligence, willful neglect, or intentional act of Grantor or a successor to Grantor, then Grantor shall reimburse Grantee the amount of all Program funding received by Grantor under this Easement and any and all prior superseded easements related to this property. GRANTEE shall provide written notice and demand for reimbursement required under this subsection within a reasonable period of time after discovery of damage or destruction to the Property contemplated hereunder. GRANTOR shall thereafter deliver reimbursement of Program funding required by this subsection no later than thirty (30) days from the date of GRANTOR'S receipt of GRANTEE's written notice and demand for reimbursement. Grantee may pursue any other remedies in equity or at law Grantee may have as provided by Section 12 of this Easement.

8. RIGHT TO INSPECT

Grantor agrees that Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times and on reasonable notice to Grantor for the purpose of inspecting, photographing, and surveying all portions of the Property, including the site, and the exterior and interior of Structures, as may be necessary for Grantee to determine whether the Grantor is in compliance with the provisions of this Easement. Grantee shall provide prior notice of the date and time of an inspection to Grantor, unless Grantee determines that immediate entry is necessary to prevent, terminate, or mitigate a suspected or actual violation of this Easement which poses a serious or potentially permanent threat to the historic, archeological, or architectural integrity of the Property, in which cases prior notice is not required.

9. USE OF PHOTOGRAPHY

Inspection pursuant to Section 8 of this Easement shall, as deemed necessary by Grantee, include photographic or video documentation of the Property. Grantor grants Grantee a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the photographs or videos, and any other photographs, videos, drawings, or visual depictions of the Property possessed by the Grantee, in each case without any restrictions and without accounting to Grantee; and to (b) to sublicense any or all such rights to third parties..

10. PUBLIC ACCESS AND INFORMATION

- a. The Grantor agrees to provide public access to view the grant-assisted work or Property no less than 6 days a year on an equitably-spaced basis if the Property is not clearly visible from a public right of way or includes interior work assisted with funds from the Program. In such case, the dates and times when the Property will be open to the public must be annually published. Documentation of dates and times of public access, with public notices, shall be provided annually to the Grantee. Properties that are regularly open to the public during normal business hours do not need to provide annual documentation. At the Grantor's option, the Property may also be open at other times by appointment, in addition to the scheduled 6 days a year. If the Property is an archeological site with no visible features above ground, public access requirements are satisfied by providing access to interested parties on selected days of the year. Nothing in this Easement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- b. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodations to qualified persons with disabilities shall be made in consultation with the Grantee.
- c. Information, documentation, and other material in connection with this Easement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantor is required to make any information created or exchanged with the State pursuant to the Easement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

11. EVIDENCE OF COMPLIANCE

Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with any obligation of Grantor contained in this Easement within thirty (30) days of request or according to a reasonable timeframe approved by the Grantee.

12. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity, and Grantor stipulates and Grantee acknowledges and agrees that money damages and/or the reimbursement of Program funding contemplated by Section 7(b) above shall be insufficient compensation to Grantee for any breach of this Easement by Grantor. Grantor also agrees that, if it is found to have materially-violated any of its obligations, Grantor shall reimburse Grantee for all costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable design consultant's and attorney's fees. Grantor understands and agrees that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement (i.e., specific performance). Grantee reserves the right to require proceeds acquired by Grantor during condemnation processes, as insurance settlements, or similar proceedings to be refunded to Grantee as remedy for loss of grant funding applied to the affected Property that has been altered, destroyed, or demolished due to these processes, events or similar circumstances.

If Grantee, upon inspection of the Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court of appropriate jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical, archeological or architectural importance of the Property, Grantee shall give Grantor written notice of the violation and allow sixty (60) days to correct the violation before taking any formal action, including, but not limited to, legal action. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

13. SUBORDINATION

Grantor certifies that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation of such Lien become subordinate to, the rights of Grantee under this Easement. Grantor has provided, or shall provide, a copy of this Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") currently encumbering the Property or which may affect the Property prior to the recording of this Easement and shall also provide notice to Grantee of all such Liens. Each of the Lienholders shall agree to subordinate its Lien to this Easement prior to recordation of this Easement by signing below as a party to this Easement, signing a subordination agreement attached to this Easement, which subordination agreement shall become a part of this Easement and recorded with it, or by recording a separate subordination agreement pertaining to any liens.

14. REAL PROPERTY TAXES AND OTHER FEES

Except to the extent that may be provided for by State or local law, nothing in this Easement shall relieve the Grantor of the obligation to pay taxes, utility fees, ownership dues or other levies in connection with the ownership or transfer of the Property that may result in liens or otherwise jeopardize the condition of the Property or validity of this Easement.

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15. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor. "Grantor" when used herein shall include not only the party so named in the first paragraph of this Easement, but also all entities or persons hereafter claiming an interest in the Property by, under, or through Grantor, whether or not such entities or persons have signed this Easement or had any other interest in the Property at the time this Easement was signed. A Grantor shall have no obligation, pursuant to this Easement, if and when the Grantor shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value. Notwithstanding the foregoing, however, the obligation under Section 3 of this Easement to maintain and repair the Property may be enforced against a Grantor if determined that Grantor permitted the architectural integrity of the Property to deteriorate in a material way during the period during which the person had an interest in the Property.
- b. Grantor acknowledges that in the event it contemplates transferring its ownership of all or a portion of the Property, or leasing all or a portion of the Property, Grantor shall notify Grantee of the intent to transfer to the proposed successor to Grantor's title or part thereof no less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, sent to the Grantee's Address. A copy shall also be sent to the chairman of the Kimble County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or, if Grantee determines that the transfer would be inconsistent with the purposes of this Easement, disapprove of the contemplated transfer. This provision shall expire either when this Easement expires or fifty years from the date this Easement takes effect, whichever event occurs first.
- c. Grantor agrees to insert an appropriate reference to this Easement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property or any part thereof.
- d. Grantee agrees that it will hold this Easement exclusively for preservation purposes; that is, it will not transfer this Easement in exchange for money, other property, or services. This easement shall survive any termination of Grantee's existence. The rights of the Grantee under this instrument shall run for the benefit of and may be exercised by its successors and assigns, or by its designees duly authorized in a deed of appointment.

16. RESERVATION

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes consistent with the grant made herein. As determined by Grantee, any proposed modification by Grantor shall either enhance or have no adverse effect on the Property and upholds the intent of the obligation of Grantor to protect the Property for the term of this Easement.
- b. Nothing contained in this Easement shall be interpreted to authorize, require, or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Standards, and with the requirements of such ordinance.

17. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

18. GRANTOR'S INSURANCE

- a. Grantor shall maintain, at its own cost, historical replacement value insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage in such amounts as would normally be carried on a property such as the Property subject to this Easement. Such insurance shall include Grantee's interest and shall expressly name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation of the coverage and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the purchase of the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. Grantee may waive the requirement that Grantor maintain historical replacement value insurance if Grantee determines, in its sole discretion, that Grantor is financially unable to procure and maintain historical replacement value insurance on the Property, so long as Grantor maintains a standard fire and extended coverage insurance policy on the Property. A request for waiver must be made in writing to the Grantee and must include documentation of the inability to procure and maintain historical replacement value insurance as well as evidence of the standard fire and extended coverage insurance policy on the Property. Grantee will provide Grantor with a written determination on the waiver within thirty (30) days of receipt of the written request.]
- c. If Grantor is a self-insured public owner, Grantor must provide evidence of financial ability to repair or reconstruct the Structure in the event of any potential loss.]

19. INDEMNIFICATION AND RELEASE OF LIABILITY

GRANTOR AGREES THAT GRANTEE HAS NO AFFIRMATIVE OBLIGATION RELATING TO MAINTENANCE OF THE PROPERTY. GRANTOR SHALL BE RESPONSIBLE FOR AND DOES HEREBY RELEASE RELIEVE, AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND GRANTEE, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, PENALTIES, CHARGES, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY BE IMPOSED UPON OR INCURRED BY GRANTEE BY REASON OF LOSS OF LIFE, PERSONAL INJURY AND/OR DAMAGES TO PROPERTY OCCURRING IN OR AROUND THE PROPERTY OCCASIONED IN WHOLE OR IN PART BY ANY NEGLIGENCE, ACTS, OR OMISSIONS OF GRANTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE EASEMENT, OR DUE TO THE PRESENCE OR RELEASE IN, ON, OR ABOUT THE PROPERTY, AT ANY TIME, OF ANY SUBSTANCE NOW OR HEREAFTER DEFINED, LISTED, OR OTHERCOUNTY CLASSIFIED PURSUANT TO ANY LAW, ORDINANCE OR REGULATION AS A HAZARDOUS, TOXIC, POLLUTING OR CONTAMINATING SUBSTANCE. THE DEFENSE SHALL BE COORDINATED BY GRANTOR WITH THE OFFICE OF THE TEXAS ATTORNEY

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GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTOR AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

20. NO THIRD PARTY BENEFICIARY

Anything to the contrary in this Easement notwithstanding, all rights, privileges and benefits conveyed by this Easement are for the exclusive use of the parties hereto, and there shall be no third-party beneficiary hereof.

21. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by Grantor to preserve the historic architectural integrity of the Property. Grantor shall complete the corrective and restoration work in accordance with the grant, Funding Agreement, and this Easement.

22. TERM OF EASEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect for the term indicated in Section 1 above, unless terminated earlier by agreement of the parties under the terms of this Easement. Notwithstanding any other provision of this Easement, the Easement shall terminate if either the Funding Agreement or Grantee's participation in the Program is terminated before Grantor receives any amount of the grant award.

23. DISPUTE RESOLUTION PROCESS

Any dispute arising out of or relating to this Easement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved pursuant to the following procedure.

- a. *Negotiation.* Upon written notice of any Dispute, the parties shall attempt, in good faith, to resolve it promptly by negotiation between respective representatives who have authority to settle the Dispute. Negotiation required by this section shall be completed within 30 days (the "Negotiation") following receipt of all requested information or materials relevant to the Dispute as determined in the sole discretion of the Grantee, unless the parties mutually agree to a different timeframe or if the dispute resolution requires approval from any other governmental entity or regulatory body.
- b. *Condition Precedent.* Compliance with the Negotiation required by Subsection A above is a condition precedent to the Grantee seeking judicial intervention of any kind to resolve the Dispute. Notwithstanding the foregoing, the parties may, upon mutual agreement seek non-binding mediation in a further effort to resolve any dispute arising under this Easement.,
- c. *Sovereign Immunity.* Nothing in the foregoing shall be construed as a waiver of the State of Texas' or the Grantee's sovereign immunity or any potential Governmental immunity of the Grantor. This Easement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Easement or under applicable law shall not constitute a waiver of such privileges,

rights, defenses, remedies or immunities or be considered as a basis for estoppel. Grantee does not waive any privileges, rights, defenses, or immunities available to Grantee by accepting this Easement or by its conduct, or by the conduct of any representative of Grantee prior to or subsequent to accepting this Easement.

24. AMENDMENTS

The parties may by mutual written agreement jointly amend this Easement, provided the amendment shall be consistent with the preservation purpose of this Easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this Easement, refers expressly to this Easement, and is filed by the Grantor in the deed records of Kimble County, with official filed copy of amendment provided to Grantee by Grantor.

25. TERMINATION

The parties may by mutual written agreement jointly terminate this Easement, provided termination shall be based on the inadvertent loss of integrity of the Property due to natural disasters under Section 7, cumulative adverse effects, mitigation or abatement of hazardous materials, ineligibility for the National Register of Historic Places, or upon such other loss of preservation purpose determined to be sufficient at the sole discretion of the Grantee. Any such termination shall not be effective unless it is executed in the same manner as this Easement, refers expressly to this Easement, and is filed by the Grantor in the deed records of COUNTY County, with official filed copy of nullification of this Easement provided to Grantee by Grantor.

Grantee reserves the right to terminate this Easement at any time, in whole or in part, without cost, penalty or reimbursement of grant funding, by providing thirty (30) calendar days' advance written notice, if Grantee determines that such termination is in the best interest of the state. Grantee shall have no other liability, including no liability for any costs associated with the termination.

26. PRIOR EASEMENT AGREEMENTS

By signing below, the Grantor affirms the right to enter into this Easement without conflict with any other previously-held preservation agreement on the Property. Notwithstanding any terms within the underlying Program grant agreement signed by Grantor, this Easement and the provisions contained herein shall supersede all previous preservation easements granted by the Grantor to the Grantee on the Property described herein when the scope of the easement conflicts or overlaps with the previous Easement. In any case, notwithstanding any terms within the underlying Program grant agreement signed by Grantor, this Easement shall not supersede prior preservation easements between the Grantor and Grantee of a longer duration, complimentary scope, or funded by an entity other than the Grantee. Notwithstanding any terms within the underlying Program grant agreement signed by Grantor, any previous preservation easement issued to the Grantee by the Grantor with conflicting or overlapping scope shall hereafter be null and void as of the date this Easement is filed in the deed records of Kimble County.

27. NOTICES

Grantee shall be notified at a location designated for delivery by U.S. mail, described as Texas Historical Commission, Post Office Box 12276, Austin, Texas 78711-2276 or at such address as Grantee may from time to time designate in writing to the Grantor.

Grantor shall be notified by U.S. mail at the location of the Property, unless Grantee has received notice otherwise in writing of the change in address.

28. GOVERNING LAW AND VENUE

The Easement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Grantee.

29. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Easement is held to be illegal by the final judgment of a court, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

The undersigned certifies that I am duly authorized to execute this Easement on my own behalf or on behalf of the Grantor listed below.

In witness, this GRANT is executed on the 13th day of August, in the year 2024.

Grantor: Kimble County

By: _____

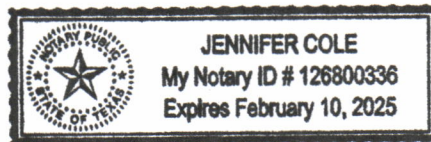
Hal Rose
The Honorable Hal Rose
Kimble County Judge

STATE OF TEXAS:

On this the 13 day of August, in the year 2024, before me, a Notary Public in and for the State of Texas, Hal Rose, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I here unto set my hand and official seal.

Jennifer Cole
Notary Public



Grantee: Texas Historical Commission

By: _____

Joseph Bell
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Joseph Bell, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seal.

Notary Public

STATE OF TEXAS
County of Kimble

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Kimble County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Kimble County for the rehabilitation and restoration of the Kimble County Courthouse ("Property").

ARTICLE II
AUTHORITY

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

ARTICLE III
PERIOD OF THE AGREEMENT

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County's obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

ARTICLE IV GRANT OF FUNDS

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be 9300452.1. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

ARTICLE V SCOPE OF WORK

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VIII Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.
- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include

a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.

- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.
- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and

liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

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

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Hal Rose
501 Main Street, Junction, TX 76849

ARTICLE XI SEVERABILITY

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

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

ARTICLE XIII OWNERSHIP OF DOCUMENTS

- 13.01 Upon completion or termination of this Agreement, all documents prepared by either

party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

ARTICLE XIV COMPLIANCE WITH LAWS

- 14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

ARTICLE XV LIMITATION OF LIABILITY

- 15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

ARTICLE XVI ATTACHMENTS

- 16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

ARTICLE XVII DISPUTE RESOLUTION

- 17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.
- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.

- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII SOLE AND ENTIRE AGREEMENT

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX INSPECTION OF BOOKS, RECORDS, AND WORK

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

ARTICLE XX SIGNATORY WARRANTY

- 20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E"

(Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

Texas Historical Commission

By: _____

Title: _____

Date: _____

Kimble County

By: Phil A. Rec

Title: Kimble County Judge

Date: 8/13/24

Attachment A
Source of Funds Statement and Verification
Kimble County

Source of Funds Statement and Verification

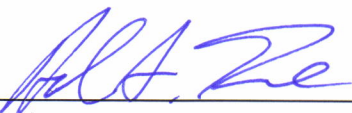
A grant award of **\$9,300,452** was made by the Texas Historical Commission on July 26, 2024 for Round XIII of the Texas Historical Courthouse Preservation Program, 2024-2025 biennium for the Preservation of the **Kimble County Courthouse** as described in the Scope of Work, Attachment "C" (Project).

Therefore, the source of funds for this Project shall be:

(state share) =	\$ 9,300,452*
(minimum local share to receive full grant) =	\$ 2,009,324
Estimated total project cost =	\$11,309,776

*The state share of the project represents approximately **82%** of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C."



Signature
Hal Rose, Kimble County Judge

8/13/24

Date

JAMES W. HANKS, JR. P.E.

Resume

REGISTRATION: Registered Professional Engineer, Texas, No. 63299

EDUCATION: AA, General, Blinn College, 1978
B.S., Civil Engineering, Texas A&M University, 1982
ME, Civil Engineering, Texas A&M University, 1989

EXPERIENCE:

March 2006 – Present **Principal: HESCO (Hanks Engineering Service Company) -** Franklin, Texas. Owner and principle engineer of an engineering firm providing both design and construction services. Provides design services for civil and roadway projects that include roadway design, infrastructure design (water, storm and waste water), utility coordination/relocations, construction management and program management, owner representative services and litigation support.

August 2003 – March **2006 Program Manager: Austin/San Antonio/South Texas –** PBS&J, Austin, Texas. Responsible for Construction Services in South Texas. Specifically, duties include: responsibility for business development, production and management: K-12, Higher Educational, and building program and project management services, litigation support services, utility coordination/relocation, infrastructure projects, water/waste water, SW3P, rail and transit construction services. Also manages materials testing in San Antonio, Houston, Austin, Eagle Lake and various other locations.

Assistant Manager (TTA SH 45/Loop 1) – PBS&J, Pflugerville, Texas. Responsible for all traffic control and operations, corridor wide. Manage construction, engineering and inspections on the SH 45/ Loop 1 Texas Toll Authority project. Responsible for TCP design, review, inspections and implementation. Oversee and manage construction of freeway class toll facility including all appurtenances. Developing new product line Division for facility and program management and maintenance.

March 1999 – August 2003 **President -** Walton & Associates/Consulting Engineers, Inc., Bryan, Texas. Engineering design and consulting in transportation, highways, traffic, litigation support services, building/facility program management and commissioning, facility assessments and construction. Provides services to clients including cities, counties, states, federal government, contractors, owners, developers and other private entities.

May 1995 - Feb. 1999

Division Manager - ISG Resources, Inc., Stafford, Texas. Manager of product development and division operations. Provided long and short-term planning of facilities, market studies, facility design, construction, new product development and testing and general implementation.

Plant Manager - ISG Resources, Inc., Jewett, Texas. Manager of plant operations, disposal operations and landfill design and maintenance. Long-term financial planning, project development, project management and client relations.

Sept. 1993 - May 1995

Area Engineer, Texas Department of Transportation, Hearne, Texas. Responsible for all aspects of planning, design, construction and maintenance within a two-county area. Design and planning duties included plan and specification review, development of engineering estimates, development of long and short-range improvements, public hearings, public concerns/problems and facility evaluations. Construction duties included preconstruction meetings, monitoring contractor compliance with plans and specifications, resolution of conflicts, authorizing payment and overall construction management.

District Pavement Engineer, Texas Department of Transportation, Bryan, Texas. Responsible for pavement management program, developed pavement preservation plan, recommended policies and procedures for construction and maintenance. Performed site investigations, data collection and analyses, developed cost analyses and coordinated research activities.

Sept. 1986 - August 1993

Program Manager, Texas A&M University System, Texas Engineering Extension Service, College Station, Texas. Responsible for technology transfer and technical support for urban areas throughout Texas. Developed and directed a program providing instructions and information concerning roadway design, implementation of traffic control devices, roadside safety, capacity analysis and traffic studies. Taught short courses to City and State personnel.

Assistant Research Engineer, Texas A&M University System, Texas Transportation Institute, College Station, Texas. Conducted research sponsored by Texas Department of Transportation, Federal Highway Administration and various other state and federal agencies. Provided conceptual plans for site specific problems.

Sept.1985 - August 1986

Associate Engineer, Walton & Associates/Consulting Engineers, Inc., Bryan, Texas. General design and construction management. Provided support for traffic and storm water management studies.

July 1982 - August 1985

Senior Graduate Engineer, Turner, Collie & Braden, Inc., Houston, Texas. Worked as both a design and construction engineer. Design duties included freeway main lane, frontage road storm water system designs on various freeway and principal arterial streets. Additional duties included quantity estimations, cost estimation, plan and specification preparations, bid document submittals and evaluation, general inspections and contract negotiations.

PERSONAL:

Member: American Society of Civil Engineers, Registered Professional Engineer – Texas, Construction Manager Certification Institute

Office:

PO Box 818
4833 FM 2446
Franklin, Texas, 77856
Fax: (979) 828 - 5197
Cell: (979) 229-9547

PUBLICATIONS:

I-610 (West Loop) Houston, Texas: Express Lane Analysis, with T. Lomax, 1987.

Impact of Declining Mobility In Major Texas and Other U.S. Cities. TTI 1131-1F, with D. Bullard and T. Lomax, 1988.

Quantification of Latent Travel Demand on Proposed New and Expanded Urban Highway Facilities. TTI 1120-2F, with R. Henk, 1989.

Roadway Congestion in Major Urban Areas 1982 to 1987. TTI 1131-2, with T. Lomax, 1989.

Stopping Sight Distance Considerations at Crest Vertical Curves on Rural Two-Lane Highways in Texas. TTI 1125-1F, with D. Fambro, T. Urbanik, W. Hinshaw, M. Ross and C. Tan, 1989.

Roadway Congestion In Major Urbanized Areas 1982 to 1988. TTI 1131-3, with T. Lomax, 1990.

Descriptions of High-Occupancy Vehicle Facilities in North American. TTI 925-1, with K. Turnbull, 1990.

Roadway Congestion in Major Urbanized Areas 1982 to 1988. TRB910246, with T. Lomax, 1991.

1989 Roadway Congestion Estimates and Trends. TTI 1131-4, with T. Lomax, 1992.

Considerations in the Application of Collector-Distributor Design of Improving Mainlane Freeway Operations. TTI 1232-16, with K. Barnes and J. Mounce, 1992.

Evaluation of Express Lane Effectiveness in Freeway to Freeway Interchanges. TTI 1232-14, with K. Barnes and J. Mounce, 1992.

Evaluation of Upgrading to Standard Requirements for FM Highways in Texas. TTI 1229-1F, with J. Memmott, 1992.

IH 35/Delmar Boulevard Interchange Study Laredo, Texas. TTI 1927-1F, 1992.

Operational Evaluation of Effects Resulting From Freeway-Freeway Interchange Geometrics. TTI 1232-4, with W. Gilser, S. Taylor, J. Mounce, 1992.

REPRESENTATIVE PROJECTS:

Kingwood Subdivision, Humble, Texas: Project engineer with complete construction responsibilities. Subdivision construction included installation of water lines, sanitary and storm sewer systems, concrete and asphaltic roads, drainage channels, water towers and sewer treatment plants. Prepared bid documents, bid projects and provided construction management for the owner.

Various Building Site and Structural Construction:

- Lee County Courthouse HVAC Replacement
- Lee County Jail Repairs - Structural
- Lee County Courthouse Structural Stabilization
- Callahan County Annex Design/Build
- Falls County Annex Design/Build
- Falls County Historic Courthouse Restoration
- Franklin Independent School District – 2005 Bond Program
- Franklin Independent School District – 2007 Bond Program
- Franklin Independent School District – 2009 Bond Program
- Franklin Independent School District – 2011 Bond Program
- Franklin Independent School District – 2013 Bond Program
- Franklin Independent School District – 2015 Bond Program
- Franklin Independent School District – 2017 Bond Program
- Snook Independent School District – 2018 Bond Program
- Coolidge Independent School District Athletic Complex
- Gause Independent School District - various renovations & Athletic Complex
- Buffalo Independent School District Bond Program
- Mexia Independent School District 2015 Bond Program
- Robertson County Historic Courthouse and Jail Renovations & Restoration
- Robertson County Precinct #3 Maintenance Facility – Interior Finish-Out
- Robertson County – Court House Sidewalk Project
- Robertson County Annex Bond Program
- Franklin Elementary School, Franklin Independent School District
- Copperfield Elementary School, Bryan Independent School District
- Texas A&M Poultry Science Center, Texas A&M University
- Texas Burger Restaurants, various private owners
- Carver Elementary, Goose Creek Consolidated Independent School District
- Travis Elementary, Goose Creek Consolidated Independent School District
- Bay City High School, Bay City Independent School District
- Lee High School, Goose Creek Consolidated Independent School District
- Sterling High School, Goose Creek Consolidated Independent School District
- Cedar Bayou Junior High, Goose Creek Consolidated Independent School District
- SCGC Facility, Goose Creek Consolidated Independent School District
- Administration Building, Goose Creek Consolidated Independent School District
- High School Building, Port Naches Groves Independent School District.
- Harlem, Highlands & De Zavalla Elementary Buildings, GCCISD

Duties on example projects include: site evaluations, facility/building evaluations, on-site inspections, design reviews, submittal and documentation reviews, project management, commissioning, testing coordination, testing oversight, and overall construction management services.

Facility Assessments:

Callahan County Annex
Falls County Annex – Site Selections
Franklin ISD
Mexia ISD
El Campo ISD
Edna ISD
Brenham ISD
Wimberley ISD
City of Brenham

Typical duties for these example projects included engineering surveys and evaluations. Evaluations and surveys routinely conducted for these projects included: site, location facility/building condition, drainage, ingress/egress access, and civil/architectural systems, i.e. roofs, slab, walls, moisture protection, door & window hardware, etc.

Various Traffic Studies and Conceptual/Schematic Designs:

IH-610 (West Loop), Houston, Texas: Evaluated geometrics and traffic operations on freeway main lanes, frontage roads and connecting street system. Included signal time and operational analyses.

North Shepherd Drive, Houston Texas: Capacity analysis including signalization and geometric alignments.

City of College Station, Texas: Overall, system analysis including principal arterials, collectors and minor collector facilities citywide.

IH-35/Del Mar Boulevard, Laredo, Texas: Traffic counts, signal operations, routing and origin/destination analyses. Geometric analysis of street system connecting the international points of entry.

Interchange Evaluations and Conceptual Designs:

IH-10/IH-610 (West Loop), TxDOT, Houston District
IH-610 (West Loop)/US 59, TxDOT, Houston District
IH-610 (North Loop)/US 290, TxDOT, Houston, District

IH-45 Busway: Phases I & II, Houston, Texas: Freeway main lane, storm drainage system, frontage road, intersection and signalized intersection design. Also developed traffic control plans, prepared plans and specifications.

Port Industrial Boulevard, Galveston, Texas: Intersection geometric layout, signal and storm drainage system designs. Designed driveway and circulation geometrics and layout for numerous driveways and parking areas. PS&E development.

Pavement Analysis and Design, TxDOT, Bryan District: Developed and implemented pavement preservation plan for the Bryan District. Recommended policies and procedures for both construction and maintenance.

US 79 Construction, TxDOT, Bryan District: Approximately 9 miles of US highway construction. Project was a complete realignment of highway section with new cross section for main lanes and bridge structures. Developed PS&E for the projects and directed and supervised construction inspection staff.

FM 46 Construction, TxDOT, Bryan District: Complete construction of 13 miles of Farm-to-Market roadway reconstruction included upgrading facility alignment, replacement of pavement, widening of bridges, seal coat, drainage structures and pavement markings. The project encompassed both rural and urban sections.

FM 2446 Rehabilitation, TxDOT, Bryan District: Rehabilitation of 14 mile of Farm-to-Market roadway. Included upgrading pavement markers, signs, rehabilitation of roadway base and seal coat.

Roadway Maintenance, TxDOT, Bryan District: Complete responsibility for maintenance of state operated facilities in Milam and Robertson Counties. Oversaw, budget and maintenance contracts.

Graham Road, Phase 1 & 2, City of College Station: Complete responsibility for detail design, pavement, geometric alignment, box culverts and outfall structures, construction oversight including inspections of all construction items including pavement, underground utilities, and all other appurtenances associated with construction of urban collector street. Developed all plans, specifications and estimates for City of College Station.

Longmire Drive Extension, City of College Station: Complete responsibility for design, bid and construction assistance for urban collector street. Includes earthwork, drainage, underground utilities and various other appurtenances.

SH 45/Loop 1, Austin, Texas: Construction of toll facility including all freeway interchange connections, main lane construction and toll facilities. Primarily, responsible for all work zone traffic control and development of traffic control plans for construction activities.

SHORT COURSES TAUGHT:

Highway Capacity, Public Works Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Risk Management to Reduce Roadway Tort Liability, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Safety Design for Streets and Highways, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

City Street Design, Public Works Training Division, Texas Engineering Extension Service, The Texas A&M University System.

ASSHTO's Policy on Geometric Design of Highways and Streets, Public Works Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Transportation Engineering Concepts, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Transportation Systems Management, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Traffic Engineering Characteristics, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Safe Handling of Traffic in Construction and Maintenance Areas, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

Work Zone Traffic Control – Design and Operations, Transportation Training Division, Texas Engineering Extension Service, The Texas A&M University System.

P.O. Box 818, 4833 FM 2446, Franklin, Texas 77856
O| (979) 229-9547 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 **XXXXXX**, hereinafter referred to by name, or as the "Client". The Project is **XXXXXX**, defined as follows and hereinafter referred to collectively as the "Project":

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 TERMS.** 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
P.O. Box 818
Franklin, Texas 77856

BY: _____
James W. Hanks, Jr.

DATE: _____

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

BY: _____
XXXXXXXXXX

DATE: _____

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,

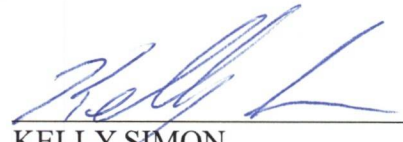
WHEREAS, the Kimble County Commissioners Court has received revenues and made expenditures in the period since the last Commissioners Court meeting and during this meeting that may require amendment of the 2024 budget.

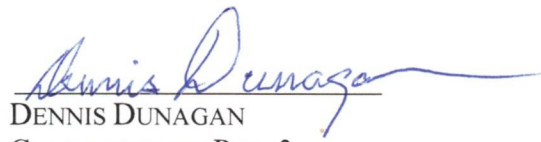
BE IT THEREFORE ORDERED that the 2024 budget, as appropriate, is hereby amended to conform to revenues and expenditures authorized and approved by the Court in this meeting.

ORDERED this the 13th day of August, 2024.

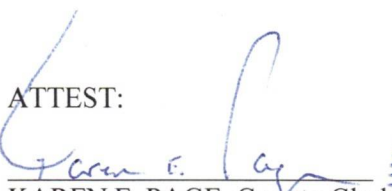

HAL A. ROSE
COUNTY JUDGE


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

