KIMBLE COUNTY COMMISSIONERS COURT REGULAR MEETING – AUGUST 12, 2025 @ 9:00 AM

The Honorable Commissioners Court met on the above date and time in the meeting room of the Kimble County Museum, 130 Hospital Drive, Junction, Texas 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 Chad Gipson (Absent)

County Judge Hal A. Rose

County/District Clerk Karen E. Page

ELECTED OFFICIALS PRESENT:

Sheriff Matt Suttle
Justice of the Peace Josh Cantrell (absent)
Treasurer Billie Stewart
County Attorney Andrew Heap

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

1. Call to order.

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

- 2. Convene meeting and establish quorum.
 - a. Quorum was established
 - b. Invocation was led by Judge Rose at 9:03am
 - c. Pledge at 9:04am
- 3. Public comments are welcome. Please limit comments to five minutes or less.

No comments

- 4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County. Motion to prohibit outdoor burning made by Commissioner Shulze, second by Commissioner Dunagan, all present in favor, motion carries. 90-day period ends November 11, 2025. Order attached for review
- 5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report, including discussion of recent flood event related work and damage, approval of purchase of skid steer and implements from RDO Equipment, and precinct rotation and priorities.

Kenneth Hoffman provides report for road & bridge, motion to approve the purchase of a new skid steer (\$48k) and implements (\$4500) made by Commissioner Simon, second by Commissioner Shulze, all present in favor, motion carries. Reports attached for review

6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.

Kenda presents report for July 2025 (attached for review), motion to accept report and new roads made by Commissioner Shulze, second by Commissioner Simon, all present in favor, motion carries

7. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.

Kenda presents report for July 2025 (attached for review), motion to accept report made by Commissioner Shulze, second by Commissioner Simon, all present in favor, motion carries

- 8. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court including update on OLS, OSG and other grants.
 - Sheriff Suttle presents report from July 2025 (attached for review), informed the Court of personnel changes, no motions or actions taken
- 9. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court. No action taken
- 10. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules including update on communication to James Kerby and The Waters at Train Mountain.

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

 Brief discussion held, no actions or motions made, did not go into executive session
- 11. Consideration, discussion, and possible action regarding Kimble County Meals on Wheels Home-Delivered Meal Grant Program Resolution #2025-07.

Motion to approve and sign the resolution made by Commissioner Schulze, second by Commissioner Dunagan, all present in favor, motion carries

12. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Office fees for 2026.

Sheriff Suttle advised no changes to the sheriff fees for 2026, motion to keep them the same made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

13. Consideration, discussion, and possible action regarding change to county employee handbook related to submission of paperwork for healthcare

coverage.

Motion to amend the employee handbook made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carries. Information not provided for minutes

14. Consideration, discussion, and possible action regarding approval of Interlocal Agreement between county and Concho Valley COG for provision of 911 public safety answering point services.

Motion to approve the interlocal agreement made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

15. Consideration, discussion, and possible action regarding July 2025 flood events, land use agreement between the county and TEDM regarding TDEM assistance in managing debris collection and removal, and TEDM/FEMA assistance both individual and public assistance.

Motion to enter an interlocal agreement with TEDM made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries. No contract provided at the time of the meeting. Routed for signatures

16. Consideration, discussion, and possible action on review and adoption of purchasing policy for Kimble County.

Tabled for review

17. Consideration, discussion, and possible action on request from HCTC to place broadband equipment on county property occupied by London Volunteer Fire Department.

Brian Phelps with HCTC present to discuss this item, motion to sign agreement made by Commissioner Dunagan, second by Commissioner Simon, all present in favor, motion carries. Contract attached for review. Easement will be recorded in the Kimble County property records.

18. Consideration, discussion, and possible action on approval of presiding judges, ballot board and central count appointments for the November 2025 County elections.

Motion to approve election appointments made by Commissioner Schulze, second by Commissioner Dunagan, all present in favor, motion carries. Documents attached for review

19. Consideration, discussion, and possible action regarding Texas Department of Motor Vehicles optional county fees.

A motion to make no changes made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

20. Consideration, discussion, and possible action regarding contracts between the county and Val Verde County, Taylor County and Grayson County for housing and services to county juvenile offenders.

Motion to approve interlocal agreements made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carries. Teri Trull will route for signatures and provide a final copy at a later time.

21. Consideration, discussion, and possible action on presentation by the Alcohol and Drug Awareness Center for the Concho Valley and request for 2026 funding.

Eric Sanchez from ADACCV present, no motions or actions taken

22. Consideration, discussion, and possible action regarding a proposal to provide airport fueling services for Kimble County airport by Diamond Dependable/Brian Rieck.

Motion to move forward and proceed with negotiations made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

23. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation including report from Jim Hanks/Hesco on status of restoration project and action on proposal from SKG Engineering for testing on behalf of the county for the restoration project.

Motion to sign the proposal from SKG made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries. SKG proposal attached for review

24. Consideration, discussion, and possible continued workshop regarding the overall 2026 County budget.

No action. Budget meeting set for 8.22.25 @ 8am

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

Motion to approve and pay bills made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carries

26. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2025-08 authorizing same.

Motion to conform the budget made by Commissioner Schulze, second by Commissioner Simon, all present in favor, motion carries

27.Adjournment

Motion to adjourn made by Commissioner Schulze, second by Commissioner Dunagan, all present in favor, motion carries at 1:33pm

There being no further business, Court adjourned this 12th day of August, 2025

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

Unless indicated, not all documents for agenda items discussed are provided for record. Attachments provided will be scanned in with the final draft of the minutes. Originals are kept on file at the Clerk's Office

KIMBLE COUNTY COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene in the Meeting Room of the Kimble County Museum, 130 Hospital Drive, Junction, Texas 76849,

at 9:00 a.m. on Tuesday, August 12, 2025

AGENDA

- 1. Call to order.
- Convene meeting and establish quorum.
 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, including discussion of recent flood event related work and damage, approval of purchase of skid steer and implements from RDO Equipment, and precinct rotation and priorities.
- 6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of
- 7. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
- 8. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court including update on OLS, OSG and other grants.
- 9. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
- 10. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules including update on communication to James Kerby and The Waters at Train Mountain.

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

- 11. Consideration, discussion, and possible action regarding Kimble County Meals on Wheels Home-Delivered Meal Grant Program Resolution #2025-07.
- 12. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Office fees for 2026.
- 13. Consideration, discussion, and possible action regarding change to county employee handbook related to submission of paperwork for healthcare coverage.
- 14. Consideration, discussion, and possible action regarding approval of Interlocal Agreement between county and Concho Valley COG for provision of 911 public safety answering point services.
- 15. Consideration, discussion, and possible action regarding July 2025 flood events, land use agreement between the county and TEDM regarding TDEM assistance in managing debris collection and removal, and TEDM/FEMA assistance both individual and public assistance.
- 16. Consideration, discussion, and possible action on review and adoption of purchasing policy for Kimble County.
- 17. Consideration, discussion, and possible action on request from HCTC to place broadband equipment on county property occupied by London Volunteer Fire Department.
- 18. Consideration, discussion, and possible action on approval of presiding judges, ballot board and central count appointments for the November 2025 county elections.
- 19. Consideration, discussion, and possible action regarding Texas Department of Motor Vehicles optional county fees.
- 20. Consideration, discussion, and possible action regarding contracts between the county and Val Verde County, Taylor County and Grayson County for housing and services to county juvenile offenders.
- 21. Consideration, discussion, and possible action on presentation by the Alcohol and Drug Awareness Center for the Concho Valley and request for 2026 funding.
- 22. Consideration, discussion, and possible action regarding a proposal to provide airport fueling services for Kimble County airport by Diamond Dependable/Brian Rieck.
- 23. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation including report from Jim Hanks/Hesco on status of restoration project and action on proposal from SKG Engineering for testing on behalf of the county for the restoration project.
- 24. Consideration, discussion, and possible continued workshop regarding the overall 2026 County budget.
- 25. Consideration, discussion and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
- 26. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2025-08 authorizing same.

27. Adjournment.

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

Hal A. Rose, County Judge

COMMISSIONER'S COURT CALLED MEETING 8/12/2025

VISITORS PLEASE SIGN IN

1	Kelly Millican
2	Randy Millican
3	
4	
5	
6	
7	
15_	
16	
20_	

COUNTY OF KIMBLE §

STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county, by order, may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Kimble County Commissioners Court does hereby find that circumstances present in the unincorporated areas of Kimble County create a public safety hazard that would be exacerbated by certain outdoor burning; and,

WHEREAS, Section 352.081 of the Texas Local Government Code provides for exemptions from county burn bans for certified prescribed burn managers meeting the requirements of Chapter 153 of the Texas Natural Resources Code, and the Kimble County Commissioners Court believes that additional exceptions are warranted to reduce the likelihood of dangerous and uncontrolled wildfire.

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for portions of the unincorporated areas of Kimble County, Texas not subject to public ownership or stewardship for the duration of the above-mentioned declaration:

(1) Actions Prohibited:

Except as described hereinafter, a person violates this order if he or she ignites, or causes ignition of any combustible or vegetative material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning or ignition by others.

(2) Enforcement:

- (a) Under notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and to extinguish the fire.
- (b) If requested by a fire official, a duly-commissioned peace officer, when available, shall be sent to the scene to investigate the nature of the fire.
- (c) In accordance with Section 352.081 of the Texas Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

(d) If the responding peace officer finds that the person responsible for the fire is in violation of (1) above, a citation may be issued for: <u>Violation of Burn Ban</u> Order.

(3) Exceptions:

- (a) This order shall not apply to the outdoor burning of vegetative material caused by welding or by other causes relating to the act of welding, if such burning is not malicious or intentional.
- (b) This order shall not apply to a prescribed burn conducted by burn personnel of a federal or state agency, or an institution of higher education for prescribed burns on agency owned or managed properties, or for purposes of training local fire department personnel or prescribed burn managers.
- (c) This order shall not apply to a prescribed burn conducted for the purposes of research or demonstration by burn personnel of a federal or state agency, or institution of higher education.
- (d) This order shall not apply to burning of vegetative material when such burning is performed by an individual with appropriate training and experience in conducting burns and in accordance with a prescribed burn plan which:
 - i. Addresses the useful nature of such activity as a land and natural resource management tool;
 - ii. Includes appropriate safety and protective measures; and
 - iii. Is submitted to the Kimble County Judge and/or the Kimble County Emergency Management Coordinator (EMC). The Kimble County Judge and/or the Kimble County EMC may promulgate rules and procedures for the submission of such activities, including advance notice requirements.
- (e) This order shall not prohibit other lawful burning as may be permissible by rules established by the Texas Commission on Environmental Quality.
- (f) This order shall not prohibit prescribed burning by a commercial or private prescribed burn manager certified by the Texas Department of Agriculture, or by other individual or entities exempted by Section 352.081 of the Texas Local Government Code.
- (g) This order shall not prohibit the burning of household trash/waste in metal barrels covered with metal screens (1 inch or smaller diameter openings) so long as the barrels are located in an area clear of grass and debris and burning takes place during appropriate weather conditions.

Be it also **ORDERED** that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather period, by curtailing the practice of outdoor burning without specific approval of the Commissioners court or without appropriate licensing from the state.

This order prohibiting outdoor burning shall remain in effect for a period of <u>ninety (90) days</u>, and shall expire at the end of said period <u>or</u> upon the date a determination is made by the County Judge, as formally designated by the Kimble County Commissioners Court, that the

circumstances present in the unincorporated areas of Kimble County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED this the 12th day of August, 2025.

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ATTEST:

Carolyn Hopkins, Deputy

690 KC 350	7/2/2025	VERI
1267 WINDING ROAD EAST	7/8/2025	SPLIT/ NEW
4471 KC 260	7/9/2025	VERI
355 KC 190	7/11/2025	VERI
29602 N RANCH ROAD 1674	7/16/2025	NEW
1600 TAURUS LN	7/24/2025	SPLIT/NEW
895 SCENIC HILLS RD	7/25/2025	NEW
	/	
	1267 WINDING ROAD EAST 4471 KC 260 355 KC 190 29602 N RANCH ROAD 1674 1600 TAURUS LN	1267 WINDING ROAD EAST 4471 KC 260 7/9/2025 355 KC 190 7/11/2025 29602 N RANCH ROAD 1674 7/16/2025 1600 TAURUS LN 7/24/2025 895 SCENIC HILLS RD 7/25/2025

NEW ROAD REQUEST

Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Registration and Title System Report

Date Range: 07/2025 - 07/2025

Office: Funds Category: Start Month:

July All

134 - KIMBLE

End Month: July

Start Year: 2025

End Year: 2025

Office Category: County

Inventory	Inventory Item Counts	
Item Description	Items Sold Count	Void Count
30 DAY PERMIT	2	0
BLUE DISABLED PLACARD	6	0
DISABLED PERSON PLT	1	0
FARM TRLR PLT	4	0
FARM TRUCK PLT	4	0
MOTORCYCLE PLT	1	0
PASSENGER-TRUCK PLT	36	0
PLATE STICKER	175	0
RED DISABLED PLACARD	3	0
TEMP REG METAL PLATE	9	0
TRAVEL TRLR PLT	1	0
TRLR PLT	7	0
WINDSHIELD STICKER	396	W
Total	645	3

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	16.00
CLASSIC BLACK - SILVER C RNW	150.00
CNTY ROAD BRIDGE ADD-ON FEE	4,290.00
DELINQUENT TRANSFER PENALTY	10.00
DELQ TRANS PENALTY 2008	300.00
DISABLED VETERAN PLT	27.00
ELECTRIC VEHICLE FEE	200.00
EMBOSSED BLACK & WHITE S APL	0.00
EMBOSSED CARBON FIBER E APL	0.00
HORNED LIZARD PLT	57.50
INQUIRY	2.00
INSP RPL FEE 1YR	3,060.00
INSPECTION FEE-CW	88.00
MONARCH BUTTERFLY PLT	0.00
ONLINE DISCOUNT	(76.00)
P&H 30-DAY PLT/PRMT	225.00
P&H ANTIQUE PLT	50.00
P&H MAIL IN FEE	161.50

RTS.FIN.012

Start Month:

Office: Funds Category:

July All

134 - KIMBLE

End Month: July

Start Year: 2025

End Year: 2025

FEE COLLECTION AND DISTRIBUTION REPORT Date Range: 07/2025 - 07/2025

Office Category: County

	SALES TAX
35,605.35	REGISTRATION - Sub Total
10.05	VETERANS' FUND
107.50	TRANSFER
15.00	TEMPORARY DISABLED PLACARD
6.00	SURVIVING SPOUSE DV PLT
5.55	STATE PARKS DONATION
144.00	REPLACEMENT FEE
(355.68)	REGIS. CREDIT REMAINING
362.00	REG FEE-DPS
76.67	PERSONALIZED PLATE FEE
19,614.93	P&H WINDSHIELD STICKER
1,928.50	P&H WALK IN FEE
361.00	P&H TXO FEE
(152.00)	P&H TXO COMP
52.25	P&H TMP PLT/PRMT FEE
4,858.58	P&H PLATE STICKER
10.00	P&H ONE TRIP PLT/PRMT
Amount (\$)	Accounting Fees Description
	Fees Collected
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SALES TAX FEE

13,714.70

Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Registration and Title System Report

Date Range: 07/2025 - 07/2025

Funds Category: July All

Start Month:

Office:

134 - KIMBLE

End Month: July

Start Year: 2025

End Year: 2025

Office Category: County

57.75	SALES TAX PENALTY FEE
Amount (\$)	Accounting Fees Description
	Fees Collected

Total 51,200.80	Total	Name and Address of the Owner, where
115.00	YOUNG FARMER - Sub Total	
115.00	YOUNG FARMER PROGRAM	
	YOUNG FARMER	
793.00	TITLE - Sub Total	THE CONTRACT OF
793.00	TITLE APPLICATION FEE	
	TITLE	
14,687.45	SALES TAX - Sub Total	EUROS AFORESCO
915.00	TERP TITLE FEE	
57.75	SALES TAX PENALTY FEE	
Amount (\$)	Accounting Fees Description	
	Fees Collected	livera m

	Funds	Funds Distribution		
Funds Category	TxDMV Amount Due (\$) County Amt Due (\$) Other Amt Due (\$) Total Amt Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION				
ANT TXDMV PART	50.00	0.00	0.00	50.00
AUTOMATION FEE	274.00	0.00	0.00	274.00
COR & B FUND	12,279.91	12,279.92	0.00	24,559.83
DELQ TRANSFER	5.00	5.00	0.00	10.00
DELQ TRNSF CNTY	0.00	150.00	0.00	150.00

RTS Date: 08/11/2025

☆ Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 07/2025 - 07/2025

Start Month: Office: Funds Category:

July All

134 - KIMBLE

End Month: July

Start Year: 2025

End Year: 2025

Office Category: County

Texas Department of Motor Vehicles

	Funds	Funds Distribution		
Funds Category	TxDMV Amount Due (\$) County Amt Due (\$) Other Amt Due (\$)	County Amt Due (\$)		Total Amt Due (\$)
DELQ TRNSF EDUC	20.00	0.00	0.00	20.00
DELQ TRNSF FND6	130.00	0.00	0.00	130.00
DP CARD	15.00	0.00	0.00	15.00
EV FEE - 1 YR	200.00	0.00	0.00	200.00
INQUIRY FEES	0.00	2.00	0.00	2.00
INSP TERP	40.00	0.00	0.00	40.00
INSP TXMBLTY-3	40.00	0.00	0.00	40.00
INSP TXONLNE-1	8.00	0.00	0.00	8.00
INSRPL CAIR 1YR	816.00	0.00	0.00	816.00
INSRPL GREV 1YR	816.00	0.00	0.00	816.00
INSRPL MBLT 1YR	1,428.00	0.00	0.00	1,428.00
OPT RD & B FEE	0.00	4,330.00	0.00	4,330.00
OUTOFCNTY-CRDT	(247.00)	0.00	0.00	(247.00)
P&H CNTY MAILIN	0.00	78.20	0.00	78.20
P&H CNTY TMPT F	0.00	52.25	0.00	52.25
P&H CNTY TXO	0.00	19.00	0.00	19.00
P&H CNTY WALKIN	0.00	933.80	0.00	933.80
P&H DMV COMP	1,162.00	0.00	0.00	1,162.00

RTS Date: 08/11/2025

☆ Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 07/2025 - 07/2025

Start Month: Office: Funds Category:

End Month: July

July All

134 - KIMBLE

Start Year: 2025

End Year: 2025

Office Category: County

	Funds	Funds Distribution		
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$) Other Amt Due (\$) Total Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
P&H TXO COMP	(152.00)	0.00	0.00	(152.00)
P&H TXO DISCNT	(76.00)	0.00	0.00	(76.00)
REG FEE-DPS	362.00	0.00	0.00	362.00
REPL FEE \$6	84.00	60.00	0.00	144.00
SP-HORNED TOAD	42.16	0.00	0.00	42.16
SP-PERSONALIZE	74.27	0.00	0.00	74.27
SP-TXDOT COM CR	(0.50)	0.00	0.00	(0.50)
SP-TXDOT VP CRD	(1.00)	0.00	0.00	(1.00)
SPL CNTY COMMSN	0.00	1.50	0.00	1.50
SPL TXDMV PART	1.90	0.00	0.00	1.90
SPL TXDOT PART	47.84	0.00	0.00	47.84
STATE PARKS	5.55	0.00	0.00	5.55
TRANS OF REGIS	53.75	53.75	0.00	107.50
VENDOR DMV RNWL	8.00	0.00	0.00	8.00
VENDOR FD6 05%	7.10	0.00	0.00	7.10
VENDR CNTY CMSN	0.00	1.00	0.00	1.00
VETERANS' FUND	10.05	0.00	0.00	10.05
VNDRFD1 DMV 95%	134.90	0.00	0.00	134.90

RTS Date: 08/11/2025

Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Registration and Title System Report

Date Range: 07/2025 - 07/2025

Funds Category: Start Month: Office:

July

134 - KIMBLE

End Month: July

Start Year: 2025

End Year: 2025

Office Category: County

	Funds	Funds Distribution		
Funds Category	TxDMV Amount Due (\$) County Amt Due (\$) Other Amt Due (\$) Total Amt Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION - Sub Total	17,638.93	17,966.42	0.00	35,605,35
SALES TAX				X III
SALES TAX	0.00	0.00	13,772.45	13,772.45
TERP TITLE FEE	0.00	0.00	915.00	915.00
SALES TAX - Sub Total	0.00	0.00	14,687.45	14,687.45
ППСЕ				
TITLE APPL FEES	183.00	305.00	0.00	488.00
TITLE APPL-COMP	305.00	0.00	0.00	305.00
TITLE - Sub Total	488.00	305.00	0.00	793.00
YOUNG FARMER				
YOUNG FARMER FD	0.00	0.00	115.00	115.00
YOUNG FARMER - Sub Total	0.00	0.00	115.00	115.00
Total	18,126.93	18,271.42	14,802,45	51,200.80

07/01/2025-07/31/2025

Page

8/12/2025 8:14:30AM

funds Paid: otals for All Years otals for All Deliquent Years .006 Totals for Entity: Year Original Tax 2,114.12 3,433.24 1,319.12 244.83 231.31 119.49 104.59 61.10 51.46 75.05 20.64 **BPGKM** Adjustments -440.32 -440.32 0.00 0.00 0.00 0.00 BPP KIMBLE COUNTY Adjusted Tax 1,319.12 2,992.92 1,673.80 244.83 302.68 231.31 119.49 104.59 66.85 75.05 61.10 51.46 20.64 10.01 Base Tax Pd 1,194.49 1,006.72 187.77 52.20 43.54 67.75 11.00 0.00 9.81 0.19 Under 0.06 0.00 0.06 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Disc Fiscal Year: 2025 Eff Taxes Paid 1,194.55 1,006.78 187.77 52.20 43.54 67.75 11.00 9.81 0.19 0.00 54.81 17.24 37.57 Penalty 6.27 0.00 5.21 2.85 1.17 0.02 0 00 0.11 0.11 0.06 0.00 interest 59.99 45.07 12.10 8.72 0.00 5.89 0.14 0.00 1.01 0.61 0.00 43.33 41.21 Att. Fee 13.45 12.16 0.00 3.38 0.07 0.00 Overage 0.08 0.00 0.00 0.00 0.00 0.00 0.00 0.00 1,352.70 1.061.41 291.29 Payments 80.64 73.01 87.02 21.12 20.25 0.42 0.00 0.00 241 2.46 0.00 1.798.37 1,131.35 Balance 259.14 192.63 163.56 118.53 667.02 103.66 55.85 65.24 60.91 51.46 20.64 5.74 3.90 8.89 6015 2132 0031 2929 0000 1438 1645 1.81

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	Totals for Entity:	entity: GKM		KIMBLE COUNTY	<i>‡</i>		Fisc	Fiscal Year: 2025							
1.00 1.00	Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att Fee	Overage	Payments	Balance	%
2140 4140 400 600 </td <td>1985</td> <td>20.15</td> <td>-20.15</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0 00</td> <td>0.00</td> <td>0000</td>	1985	20.15	-20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	0000
234 435 408 408 608 <td>1987</td> <td>21.40</td> <td>-21.40</td> <td>0.00</td> <td>0000</td>	1987	21.40	-21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
2534 4243 4261 400<	1988	23.54	-23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.0000
2584 4581 <th< td=""><td>1989</td><td>24.58</td><td>-24.58</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0000</td></th<>	1989	24.58	-24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
3286 3286 3481 600<	1990	25.31	-25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
348 348 400 600 <td>1991</td> <td>26.86</td> <td>-26.86</td> <td>0.00</td> <td>0000</td>	1991	26.86	-26.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
333 4375 4376 4376 400 600 700 600 700<	1992	34.61	-34.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
4846 5845 1097 1097 1097 1097 1097 1097 1097 1097 1097 1097 1099 1099 1099 1099 1099 2017 2019 <th< td=""><td>1993</td><td>37.36</td><td>-37.36</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0000</td></th<>	1993	37.36	-37.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
958 4481 5178 5178 020 020 6178 020 020 272 420 7274 720 72	1994	49.46	-38.49	10.97	10.97	0.00	0.00	10.97	1.32	39.49	7.77	0.00	59.55		1,0000
9156 -2864 6332 6332 630 6312 640 7575 640 7576 620 7576 640 7576 640 7576 640 7576 640 7576 640 7576 640 7576 640 7576 640 7576 640 7576 7576 7576 7576 7576 7576 7576 7576 7576 7576 7576 7576 7576 7576 7577	1995	97.94	-46.18	51.76	51.76	0.00	0.00	51.76	6.21	180.33	35.74	0.00	274.04		1 0000
1224 475 748 603 000 603 704 1970 396 000 303 476 304 304 304 304 403 400 403 </td <td>1996</td> <td>91.96</td> <td>-38.64</td> <td>53.32</td> <td>53.32</td> <td>0.00</td> <td>0.00</td> <td>53.32</td> <td>6,40</td> <td>179.97</td> <td>35.95</td> <td>0.00</td> <td>275.64</td> <td></td> <td>1 0000</td>	1996	91.96	-38.64	53.32	53.32	0.00	0.00	53.32	6,40	179.97	35.95	0.00	275.64		1 0000
15470 4934 9536 6815 000 6815 000 6815 491 492 439 490 3370 4381 430 3370 4381 430 3370 4381 430 430 4381 430	1997	122.42	-47.57	74.85	60.33	0.00	0.00	60.33	7.24	197.05	39.69	0.00	304.31	14.52	8060
1055 000 1055 7059 000 7059 000 7059 647 2150 442 000 387 438 14400 4551 4561 4267 7014 000 000 7014 642 2150 442 00 3351 4351 426 325 426 00 3370 3271 426 3270 3270 3270 3271 3271 3271 3271 3271 3272 <td< td=""><td>1998</td><td>154.70</td><td>-59.34</td><td>95.36</td><td>68.55</td><td>0.00</td><td>0.00</td><td>68.55</td><td>8.23</td><td>216.32</td><td>43.97</td><td>0.00</td><td>337.07</td><td>26.81</td><td>.7189</td></td<>	1998	154.70	-59.34	95.36	68.55	0.00	0.00	68.55	8.23	216.32	43.97	0.00	337.07	26.81	.7189
14800 45.13 4267 7014 000 7014 602 7014 602 4269	1999	105.57	0.00	105.57	70.59	0.00	0.00	70.59	8.47	215.03	44.12	0.00	338 21	34.98	6687
3813 000 3513 478 000 478 000 478 000 478 000 213 200 </td <td>2000</td> <td>148.00</td> <td>-55.13</td> <td>92.87</td> <td>70.14</td> <td>0.00</td> <td>0.00</td> <td>70.14</td> <td>8.42</td> <td>206.05</td> <td>42.69</td> <td>0.00</td> <td>327 30</td> <td>22.73</td> <td>.7552</td>	2000	148.00	-55.13	92.87	70.14	0.00	0.00	70.14	8.42	206.05	42.69	0.00	327 30	22.73	.7552
327 000 327 000 267 000 278 000 278 000 278 000 278 000 278 000 278 000 278 000 278 000 278 000 278 687 1508 000 1508 760 </td <td>2001</td> <td>35.13</td> <td>0.00</td> <td>35.13</td> <td>4.78</td> <td>0.00</td> <td>0.00</td> <td>4.78</td> <td>0.57</td> <td>13.48</td> <td>2.82</td> <td>0.00</td> <td>21.65</td> <td>30.35</td> <td>1361</td>	2001	35.13	0.00	35.13	4.78	0.00	0.00	4.78	0.57	13.48	2.82	0.00	21.65	30.35	1361
778 BG 400 778 BG 477 BG 427 A 000 627 A 628 A A	2002	32.77	0.00	32.77	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.77	0000
551,74 OO 551,74 OO 551,74 OO S5174 S676 OO S5174 S676 AS CO S5176 S676 OO S5176 S676 AS CO S5176 AS CO S5176 AS AS <td>2003</td> <td>778.06</td> <td>0.00</td> <td>778.06</td> <td>27.47</td> <td>0.00</td> <td>0.00</td> <td>27.47</td> <td>3.29</td> <td>69.71</td> <td>15.08</td> <td>0.00</td> <td>115.55</td> <td>750.59</td> <td>.0353</td>	2003	778.06	0.00	778.06	27.47	0.00	0.00	27.47	3.29	69.71	15.08	0.00	115.55	750.59	.0353
6693 00 6693 128 00 128 00 128 00 128 00 128 00 128 00 128 00 128 00 128 150 301 667 00 511 5876 88172 000 88172 684 000 000 664 082 1481 337 00 2584 6748 67448 6748 6748 6748 <	2004	551.74	0.00	551.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	551.74	0000
68172 000 68172 684 00 664 00 664 08 148 337 00 2584 87488 75572 -5199 70373 -738 00 00 -738 -08 148 337 00 2756 7111 -7557 77557 -7757 7757	2005	609.93	0.00	609.93	12.88	0.00	0.00	12.88	1.55	30.01	6.67	0.00	51.11	597.05	0211
75572 5519 70373 7.38 000 000 7.38 0.08 -1427 4.82 000 -2705 7111 78391 000 78391 733 000 000 7.33 0.08 -1427 4.82 000 -2705 7111 98343 -103.43 85291 1953 000 000 1953 234 35.52 11.49 000 2715 775.58 89166 -1168 774.98 0.00 <th< td=""><td>2006</td><td>881.72</td><td>0.00</td><td>881.72</td><td>6.84</td><td>0.00</td><td>0.00</td><td>6.84</td><td>0.82</td><td>14.81</td><td>3.37</td><td>0.00</td><td>25.84</td><td>874.88</td><td>0078</td></th<>	2006	881.72	0.00	881.72	6.84	0.00	0.00	6.84	0.82	14.81	3.37	0.00	25.84	874.88	0078
78391 000 78391 733 000 001 733 000 733 000 733 000 733 000 735 000 7755 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77658 77498 000 000 1953 234 3552 11.49 000 608 93336 1,05787 000 1,056787 000	2007	755.72	-51.99	703.73	-7.38	0.00	0.00	-7.38	-0.88	-14.27	-4.52	0.00	-27.05	711.11	- 0105
956.34 -103.43 652.91 1953 0.0 1953 0.0 1953 214 0.0 688 688 8338 891.66 -116.86 774.96 0.00	2008	783.91	0.00	783.91	7.33	0.00	0.00	7.33	0.88	14.42	4.52	0.00	27 15	776.58	0094
89196 -11688 77498 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 77498 1,06787 0.00 1,06787 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 77498 1,207.00 -44.41 1,162.59 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 1,06787 1,316.76 -239.91 1,07685 33.39 0.00	2009	956.34	-103.43	852.91	19.53	0.00	0.00	19.53	2.34	35.52	11.49	0.00	68.88	833.38	0229
1,66787 0,00 1,067,87 0,00	2010	891.86	-116.88	774.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	774.98	0000
1,207.00 44 41 1,162.59 0.00	2011	1,067.87	0.00	1,067.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,067.87	0000
1,316,76 -239,91 1,076,85 33.39 0.00 0.00 33.9 401 45,44 16,57 0.00 99,41 1,043,46 1,563,36 -270,33 1,293,03 72,75 0.00 0.00 72,75 873 88,16 33.92 0.00 203,56 1,220,28 2,650,12 -67,94 2,582,18 18,13 0.00 0.00 18,13 2,17 19,68 7.99 0.00 47,97 2,564,05 3,568,54 -69,92 3,498,62 56,59 0.00 0.00 56,59 680 55,72 23,83 0.00 142,94 3,442,03 3,409,00 -72,10 3,336,90 88,83 0.00 0.00 88,83 10,67 78,73 35,63 0.00 213,86 3,248,07 6,644,97 -83,36 6,361,61 33,887 0.00 0.00 341,76 40,01 20,843 115,97 0.00 70,617 6,380,72 6,634,59 -112,11 6,722,48 341,76 0.00 0.00 341,76 40,01 20,43 115,97 0	2012	1,207.00	44.41	1,162.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1,162.59	0000
1,563.36 2,70.33 1,293.03 72,75 0.00 0.00 72,75 87.3 88.16 33.92 0.00 203.56 1,220.28 2,550.12 467.94 2,582.18 18.13 0.00 0.00 18.13 2.17 19.68 7.99 0.00 47.97 2,564.05 3,568.54 -69.92 3,498.62 56.59 0.00 0.00 56.59 680 55.72 23.83 0.00 142.94 3,442.03 3,409.00 -72.10 3,336.90 88.83 0.00 0.00 88.83 10.67 78.73 35.63 0.00 213.66 3,248.07 6,834.59 -12.11 6,722.48 341.76 0.00 33.87 40.61 250.32 125.98 0.00 755.83 6.022.74 6,834.59 -112.11 6,722.48 341.76 0.00 341.76 40.01 208.43 115.97 0.00 755.83 6.032.74	2013	1,316.76	-239.91	1,076.85	33.39	0.00	0.00	33.39	4.01	45.44	16.57	0.00	99.41	1,043.46	0310
2,550 12 -67.94 2,582 18 18.13 0.00 0.00 18.13 2.17 19.68 7.99 0.00 47.97 2,564.05 3,568 54 -69.92 3,498.62 56.59 0.00 0.00 56.59 6.89 55.72 23.83 0.00 142.94 3,442.03 3,409 00 -72 10 3,336.90 88.83 0.00 0.00 88.83 10.67 78.73 35.63 0.00 213.86 3248.07 6,644 97 -83.36 6,361.61 338.87 0.00 0.00 338.87 40.66 250.32 125.98 0.00 755.83 6.022.74 6,834 59 -112.11 6,722.48 341.76 0.00 0.00 341.76 40.01 208.43 115.97 0.00 706.17 6,380.72	2014	1.563.36	-270.33	1,293.03	72.75	0.00	0.00	72.75	8.73	88.16	33.92	0.00	203 56	1,220.28	0563
3,568,54 -69,92 3,498,62 56,59 0.00 0.00 56,59 6,80 55,72 23,83 0.00 142,94 3,442,03 3,409,00 -72,10 3,336,90 88,83 0.00 0.00 88,83 10,67 78,73 35,63 0.00 21,86 3,248,07 6,444,97 -83,36 6,361,61 338,87 0.00 0.00 33,87 40,66 250,32 125,98 0.00 75,583 6,022,74 6,834,59 -112,11 6,722,48 341,76 0.00 0.00 341,76 40,01 208,43 115,97 0.00 706,17 6,386,72	2015	2,650.12	-67.94	2,582.18	18.13	0.00	0.00	18.13	2.17	19.68	7.99	0.00	47 97	2,564.05	0070
3,409 00 -72 10 3,336.90 88.83 0.00 0.00 88.83 10.67 78.73 35.63 0.00 213 86 3,248.07 6,444.97 -83.36 6,361.61 338.87 0.00 0.00 338.87 40.66 250.32 125.98 0.00 755.83 6,022.74 6,834.59 -112.11 6,722.48 341.76 0.00 0.00 341.76 40.01 268.43 115.97 0.00 706.17 6,380.72	2016	3,568.54	-69.92	3,498.62	56.59	0.00	0.00	56.59		55.72	23.83	0.00	142.94	3,442.03	0162
6,244 97 -83.36 6,361.61 338.87 0.00 0.00 338.87 40.66 250.32 125.98 0.00 755.83 6,022.74 6,834 59 -112.11 6,722.48 341.76 0.00 0.00 341.76 40.01 208.43 115.97 0.00 706.17 6,380.72	2017	3,409.00	-72.10	3,336.90	88.83	0.00	0.00	88.83		78.73	35.63	0.00	213 86	3,248.07	.0266
6,834.59 -112.11 - 6,722.48 341.76 0.00 0.00 341.76 40.01 208.43 115.97 0.00 706.17 6.380.72	2018	6,444.97	-83.36	6,361.61	338.87	0.00	0.00	338.87		250.32	125.98	0.00	755 83	6,022.74	0533
	2019	6.834.59			341 76	0 00	0.00	341.76		208.43	115.97	0.00	706 17	6,380.72	0508

Effective Taxes Paid = Base Tax Pd + Under + Disc umount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage balance = Adjusted Tax. Eff Taxes Paid

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2023 2022 2021 2020 efunds Paid: otals for All Years: otals for All Deliquent Years Totals for Entity: Year 8/12/2025 8:14:30AM 1,787,141.07 1,642,426.27 144,714.80 Original Tax 57,341.33 27,474.32 17,473.98 7,101.92 GKM -11,571.31 Adjustments -8,337.74 -3,233.57 -1,444.86 -256.38 206.50 -7.29 KIMBLE COUNTY 1,775,569.76 1,634,088.53 141,481.23 Adjusted Tax 55,896.47 27,217.94 17,680.48 7,094.63 1,509,622.60 1,550,620.86 Base Tax Pd 40,998.26 23,989.38 9,111.17 5.814.29 675.99 Under -0.27-0.27 7.01 7.28 0.00 0.00 0.00 1,570.85 1,563.35 7.50 0.00 7.50 0.00 0.00 Disc Fiscal Year: 2025 1.511,193.23 1,552,198.72 Eff Taxes Paid 41,005.49 23,996.61 9,111.17 5,814.29 675.99 28,480.00 23,972.09 4,507.91 2,579.52 1,068.48 625.44 Penalty 66.56 18,427.34 9,840.97 8,586.37 3,192.92 2,278.42 1,920.39 interest 304.84 13,688.79 10,403.42 3,285.37 5,572.18 2,450.26 1,551.59 180.14 Att Fee -10.25Overage -1.92 -1.92 -8.33 0.00 0.00 0.00 1,545,458.10 1,611,206.74 65,748.64 14,908.33 35,332.08 9.911.71 1,227.53 Payments 223.371.04 100,475.74 122,895.30 11,866.19 31,899.86 18,106.77 6,418.64 Balance 9248 4293 3347 3289 0953 8.53

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Totals for Entity:	Entity: All					Fisc	Fiscal Year: 2025							
Year	Onginal Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1985	20.15	-20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
1987	21.40	-21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0000
1988	23.54	-23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
1989	24.58	-24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
1990	25.31	-25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0000
1991	26.86	-26.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0000
1992	34.61	-34.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.0000
1993	37.36	-37.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	.0000
1994	49.46	-38.49	10.97	10.97	0.00	0.00	10.97	1.32	39.49	7.77	0.00	59.55	0.00	1,0000
1995	97.94	-46.18	51.76	51.76	0.00	0.00	51.76	6.21	180.33	35.74	0.00	274.04	0.00	1 0000
1996	91.96	-38.64	53.32	53.32	0.00	0.00	53.32	6.40	179.97	35.95	0.00	275.64	0.00	1.0000
1997	122.42	-47.57	74.85	60.33	0.00	0.00	60.33	7.24	197.05	39.69	0.00	304.31	14.52	8060
1998	154.70	-59.34	95.36	68.55	0.00	0.00	68.55	8.23	216.32	43.97	0.00	337.07	26.81	.7189
1999	105.57	0.00	105.57	70.59	0.00	0.00	70.59	8.47	215.03	44.12	0.00	338.21	34.98	.6687
2000	148.00	-55.13	92.87	70.14	0.00	0.00	70.14	8.42	206.05	42.69	0.00	327.30	22.73	.7552
2001	35.13	0.00	35.13	4.78	0.00	0.00	4.78	0.57	13.48	2.82	0.00	21 65	30.35	1361
2002	32.77	0.00	32.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	32.77	0000
2003	778.06	0.00	778.06	27.47	0.00	0.00	27.47	3.29	69.71	15.08	0.00	115.55	750.59	0353
2004	551.74	0.00	551.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	551.74	0000
2005	609.93	0.00	609.93	12.88	0.00	0.00	12.88	1.55	30.01	6.67	0.00	51.11	597.05	0211
2006	892.91	0.00	892.91	6.84	0.00	0.00	6.84	0.82	14.81	3.37	0.00	25.84	886.07	.0077
2007	755.72	-51.99	703.73	-7.38	0 00	0.00	-7.38	-0.88	-14.27	-4.52	0.00	-27.05	711.11	0105
2008	783.91	0.00	783.91	7.33	0.00	0.00	7.33	0.88	14.42	4.52	0.00	27.15	776.58	0094
2009	956.34	-103.43	852.91	19.53	0.00	0.00	19.53	2.34	35.52	11.49	0.00	68.88	833.38	0229
2010	900.75	-116.88	783.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	783.87	0000
2011	1,077.88	0.00	1,077.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	1,077.88	0000
2012	1,227.64	-44.41	1,183.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,183.23	0000
2013	1,321.12	-239.91	1,081.21	33.85	0.00	0.00	33.85	4.07	46.05	16.80	0.00	100.77	1,047.36	0313
2014	1,570.03	-270.33	1,299.70	73.68	0.00	0.00	73.68	8.84	89.29	34.35	0.00	206.16	1,226.02	0567
2015	2,754.71	-67.94	2,686.77	19.06	0.00	0.00	19.06	2.28	20.69	8.40	0.00	50 43	2.667.71	0071
2016	3,688.03	-69.92	3.618.11	57.55	0.00	0.00	57.55	6.92	56.65	24.23	0.00	145.35	3,560.56	.0159
2017	3,460.46	-72.10	3,388.36	88.83	0.00	0.00	88.83	10.67	78.73	35.63	0.00	213.86	3,299.53	0262
2018	6,506.07	-83.36	6,422.71	339.06	0.00	0.00	339.06	40.68	250.46	126.05	0.00	756 25	6,083.65	0528
2019	6,909.64	-112.11	6,797.53	351.57	0 00	0.00	351.57	41 18	214.32	119.35	0.00	726 42	6,445.96	0517

:ffective Taxes Paid = Base Tax Pd + Under + Disc vmount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage Valance = Adjusted Tax. Eff Taxes Paid

8/12/2025

8:14:30AM

07/01/2025-07/31/2025

Page:

5

2024 2023 2022 2021 2020 efunds Paid: Totals for All Years Totals for All Deliquent Years Totals for Entity: Year 1,790,574.31 1,644,540,39 146,033.92 Original Tax 57,586.16 27,777.00 17,705.29 7,168.77 A -12,011.63 Adjustments -8,778.06 -3,233.57-1,444.86 -256.38 206.50 -7.29 1,778,562.68 1,635,762.33 142,800.35 Adjusted Tax 56,141.30 27,520.62 17,911.79 7,161.48 1,551,815.35 1,510,629.32 Base Tax Pd 41,186.03 24,041.58 9,154.71 5,882.04 686.99 -0.27-0.27 Under 7.34 7.07 0.00 0.00 0.00 1,570.85 1,563.35 7.50 7.50 0.00 0.00 0.00 Disc Fiscal Year: 2025 1,553,393.27 1,512,200.01 24,048.81 Eff Taxes Paid 41,193.26 9,154.71 5,882.04 686.99 28,534.81 24,009.66 4,525.15 2,585.79 1,073.69 628.29 67.88 Penalty 18,487.33 9,886.04 8,601.29 3,201.64 2,290.52 1,929.65 interest 310.12 13,732.12 10,444.63 3,287.49 2,462.42 5,585.63 1,558.75 183.66 Att. Fee -10.17 Overage -1.92 -8.25 -1.92 0.00 0.00 0.00 1,612,559.44 1,546,519.51 66,039,93 35,412.72 14,981.34 9,998.73 1.248 65 Payments 225.169.41 101,607.09 123,562.32 32,092.49 18,365.91 12,029.75 6,474.49 Balance 9245 4284 3326 3284 0959 8.52

-4,031.33

-53.84

-20.76

-3.46

0.00

-2.05

-4.057.60

7-9-25 TO 7-12-25

BLADED ROUGH AREAS OF KC112, 210, 212, 213

KC 314, 315, 370, 375

CLEMED CROSSENGS ON KC 210, 213, 212, 350, 370, 375

7-13-25 TO 7-26-28

BLADED ROUGH AREAS ON KC 23, 24, 210, 212, 213,

214, 215, 260, 2612, 270, 274, 275

340, 341, 342, 370, 371, 372, 3721, 373, 375, SALTHE CREEK RD

PATCHED DAMAGED ASPHALT ON WEST ENDOF KC 370

7-27-25 10 8-9-25

KC171 BLADED, WATERED & ROLLED KC171 COMPLETERY

HAVLED IN 9 LOADS OF WHATE WASHOUT & 3 LOADS OF BASE.

DULUP, CLEANED OUT, REMARKED & REINSTALLED CULVERT BY

TRILES DAINEWAY. DUG GRAVER OUT OF CROSSING TO GET

CULVERTS PLOWING.

KC 181 PATCHED ASPHALT POT HOLES AND EDGES PROM 2169 TO KOTHMANN DROPERTY.

LC 37D AT TRAILER CULVERT. RESET TRAFLER CULVERT AND ADDED 2 MORE 42" CULVERTS ELENETHENED THEM IN SAME CROSSING. USED DOZER AND 2 BACKHOES TO PUSH-UP CRAVEL OUT OF CROCK AND

COVER CULVERTS. HAVLED IN LARGE CHUNKS OF CONCRETE

KC372 BLADED AN ROUGH AREAS.

KC 443 STARTED PATCHENG SMALLER SECTIONS AND POTABLES WELL BE COVERED WEITH ASPART MELLENGS. HAVEOUR BAD AREAS WELL BE COVERED WEITH ASPART MELLENGS. HAVEOUR EN SEVERAL LOADS OF BASE MAKEREAR TO STULINGS. HAVEOUR SENK HILE AREAS. STARTED GRENOENG ROCKY AND ROCK SAFTE AREAS OF 443 AND 442, GROUND AND BURDED ROCK AREAS PAST MRS. BURNES ON 442.

SPENT 2009S WITH 2 DUMP TRUCKS HAVIANG WASHOUT MATERIAL
FROM CONCRETE PLANT TO COUNTY YARD.

SPENJ 3 DAYS WITH I TRUCK HAVIANG BASE TO YARD.

8-7-2025 HANLED GREEN BLACE AND DE COLER TO WINSLOW LANE IN MENTALD COUNTY TO HELP CUT PERE LANES AROUND GRASS AND BRUSH FIRES.

SPENT 2 DAYS HAVITIC OFF MATERIAL FROM COURT HOUSE,

REPATES DONE AND ENGOTING

PIEKED UP NOH MOTER GRADER FROM EL DORADO. BIEKED UP

NEW TIRES AND INSTALLED. WELDED UP CRAKES IN TURNTABLE

FRAME & BRACES. WILL BE INSTALLING NEW WERR SHIMS IN

TURNTABLE, WILL BE SERVICING ENGINE & CHECKING AL FLUEDS.

- REPLACED 2 BROKEN PADRAULIC LINES ON 2 BLADES.
- REPLACED 2 MORAULTE LEWES ON 963 THIT CYLTHDER.
- INSTALLED NEW METUATOR VALVE ON BELLY DUMP AND REPAIRED LIGHTS,
- HAD RADIATER REPARRIED IS SKILD STEER.
- REPLACED GLASS DEOR ON SKID STEER WITH ONE DEWARD BY
 TRIPLE M TRUCKING
- REPLACED RADIATION & INSTALLED MODIFIED THERMOSTAT IN DONGE FLAT BED.
- REPASRED AXLE SPINDLE ON DUMP TRUCK 3 AND ARE SERVICING
- REPAIRED 2 FUEL LINES LEAKING ON 963 TRACK LUADER.
- REPOSRED HYDRANIE CYLINDER ON GREEN BLADE.
- REPARRED LIGHTS ON HYSTER EQUIPMENT TRAFTER.
- WORKED ON ENGINE OF LETKS ON DUMP TRUCK 2.

USED DORER TO DAY OUT GRANER, RESET TANK CAR CULVERT) ST TEME, RESET PANK CAR, 2 38' X 42" CULVERTS, AND CULVERT EXPENSION PEGES. WELD ON EXTENSIONS, USE 002ER AND 2 BACK HOE LOADERS TO PUSH UP GRAVER FROM CREEK BED AND COVER ALL CULVERTS. HAVE IN CONCRETE & ROCK TO HELP FILL IN CROSSING. USED ROLLER AND MOTOR GRADER TO FINISH DRIVING SURFACE.

42 HOURS DE 002ER

42 HOURS DOZER OPERATER

90 HOURS BACK HOE

40 HOURS BACK HOE CROPATOR

8 HOURS WENCH MUCK & HAVE TRATER

8 HOURS WINCH TRUCK & HAUL TRAILER ORIVER

8 HOURS ROLLER

8 HOURS ROLLER OPERATOR

12 HOURS HAVE TRUCK & TRAFTER

12 HOURS HAVE TRUCK DRIVER

8 HOURS WEZDING MACHINE

& HOURS WELDER

3 HOURS MOTER GRADER

3 HOURS MOTOR GRADER GRERATOR

5 DUMP TRUCK LOADS OF ROCK \$1250

10 HOURS DUMP MUTK PREVER

RESET 2 8' DEAMETER TRAIN CAR CULVERTS, 38' LONG.
USED 2 EXCAVATORS TO LIFT CULVERTS BACK INTO PLAKE.

HAVLED IN 14 OUMP TRUCK LOADS OF GRAVEL, 3 DUMP TRUCK
LOADS OF WASH-OUT MATERIAL WITH LARGE ROCKS, AND 3

DUMP TRUCK LOADS OF BASE, FILLED IN OUER CULVERTS AND

BLANED SUFFACE SMOOTH,

SO, 78 HOURS TANDEM AXLE DUMP TRUCK

18.5 HOURS RUBBER THE LOADER

22 HOURS 28 TON EXCAVATOR

4 HOURS MUTDE GRADER

50.75 HOURS TRUCK DREVER.

18.5 HOURS LOADER OPERATOR

22 HOURS EXCAVATOR CABRATOR

4 HOURS MOTOR GRADER OPERATOR

14 LOADS OF GRADER SPEATOR

14 LOADS OF GRADER \$ 2100

3 LOADS OF BASE \$ 750

4 DELDWEATORS

KC 3271 REPAIR ITEME

HAVLED OUT 10 LEADS OF CONCRETE, ROCK AND BASE.
REMOVED COLVERT.

15.5 HOURS PLACK LOADER

5 HOURS BACK HOE LOADER

10 HOURS DUMP TRUCK

15.5 HOURS LOADER OPERATOR

5 HOURS BACK HOE OPERATOR

10 HOURS DUMP TRUCK DRIVER

3 HOURS MOTOR GRADER OPERATOR

KC 370 CONCRETE CRESSING (REPAIRED 2 TIMES)

HANCED IN 1 42" CULVERT AND INSTALLED AT END OF CONCRETE

CROSSING, HANCED IN. 12 LOADS OF CONCRETE & BASE,

40 HOURS DUMP TRUCK

40 HOURS DUMP TRUCK DRIVER

12 HOURS BACK HOE

3 HOURS BACK HOE

3 HOURS BACK HOE

3 HOURS BACK HOE

3 HOURS BACK HOE

OF CRESSING (REPAIRED)

12 HOURS BACK HOE

3 HOURS BACK HOE OF CREATER

HAVED AN 9 DUMP TRUCK LOADS OF CONCRETE WASHOUT,
HAVED IN 3 LOADS OF BASE. HAVED IN WATER TO COMPACT
MATERIAL USED MOTER GRADER, RELIER, DUMP TRUCK, WATER
TRUCK, AND LOADER TO INSTALL MITTERIAL. USED BACK
HOTE TO CLEAN OUT CULVERTS.

10 HOURS MOTER ERMOTER

10 HOURS MOTOR GRADER OPERATOR

6 HOURS WATER TRUCK

6 HOURS WATER TRUCK OPERATOR

10 HOURS BACK HEE

10 HOURS BACK HEE GARRAGER

6 HOURS POLLER

6 HOURS ROLLER OPERATOR

12 HOURS DUMP TRUCK

12 HOURS OUMP TRUCK DRINGR

8 HOURS LOADER

8 HOURS LEADER OPERATOR

9 LOADS OF WASH OUT \$1350

3 LOADS OF BASE \$ 750

KC 370 WEST END ASPHAT REPADRS

HAVLED IN 2 DUMP TRUCK LOADS OF COLD MIX ASPIANT.
USED SKID STEER TO ENSTAL MARERIAL.

2 TRUCK LOADS OF COLD MEX. \$ 3600

10 HOURS DUMP TRUCK

10 HOURS OF TRUCK DRIVER.

10 HOURS OF SKID STEER.

10 HOURS OF SKID STEER.

20 HOURS OF TRAFFIC FLACGERS.



5430 Link Road • San Angelo, TX 76904

July 28, 2025

Judge Hal Rose County Judge, Kimble County 501 Main Street Junction, TX 76849

Dear Judge Hal Rose:

Enclosed, please find the Interlocal Agreement for E9-1-1 Public Safety Answering Point (PSAP) Services between Kimble County and Concho Valley Council of Governments. This Agreement is effective as of September 1, 2025 and shall terminate on August 31, 2027.

Please return a fully-executed copy of this agreement to CVCOG for our records. Upon execution of this Interlocal, CVCOG will send a copy to your PSAP(s) to keep them informed of their responsibilities in fulfilling this Interlocal agreement.

Should you have any questions, please contact Mason Wheeler, Interim Director of Public Safety at (325) 944-9666.

Sincerely,

John Austin Stokes Executive Director

Enclosures

CC: Mason Wheeler, CVCOG Interim Director of Public Safety Programs

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

- 1.1 The Concho Valley Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Texas Local Government Code, Chapter 391. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 10 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 Kimble County (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.
- 1.3 The Commission, as authorized by Health and Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

- Applicable law includes but is not limited to federal law and regulations pertaining to the provisioning of 9-1-1 service; Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapters 783 (Uniform Grant and Contract Management), including the Texas Grant Management Standards (TxGMS) promulgated thereunder, 791 (Interlocal Cooperation Act), 2054 (Information Resources), and 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapters 391 (Regional Planning Commissions) and 441, Subchapter J (Preservation and Management of Local Government Records).
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10

days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

- 3.1 The Local Government agrees to:
 - 3.1.1 Operate and maintain the Kimble County Sheriff's Office PSAP(s) located at 415 Pecan St, Junction, TX
 - 3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
 - 3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.
- 3.2 Ownership, Transference & Disposition of Equipment
 - 3.2.1. The RPC and the Local Government shall comply with Applicable Law, regarding the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
 - 3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.
 - 3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
 - 3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with TxGMS and the Texas Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.
 - 3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Kimble County and proof of insurance shall be provided upon request.
 - 3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.
- 3.3 Inventory
 - 3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

- 3.3.2 All 9-1-1 equipment shall be tagged with identification labels.
- 3.3.3 Any lost or stolen 9-1-1 equipment shall be reported by the Local Government to the RPC as soon as possible.

3.4 Security

- 3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately by Local Government to RPC staff. Any actual, attempted, or suspected misuse of 9 1-1 equipment shall be reported immediately by Local Government to RPC staff.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Cybersecurity Training

- 3.6.1 Local Government Computer System: RPC and Local Government represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. The Local Government shall verify and report on the completion of a cybersecurity training program certified under Texas Government Code 2054.519 by employees of the Local Government, and require periodic audits to ensure compliance with this section.
- 3.6.2 State Computer System or Database: If RPC or the Local Government personnel have access to any state computer system or database, including a Commission computer system or database, such personnel must annually complete cybersecurity training certified under Texas Government Code Section 2054.519 and verify completion of the training program to the Commission pursuant to and in accordance with Texas Government Code Section 2054.5192.

3.7 Operations

The Local Government shall:

3.7.1 Designate a PSAP supervisor and provide related contact information to the RPC:

- 3.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;
- 3.7.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
- 3.7.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.7.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;
- 3.7.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
- 3.7.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;
- 3.7.8 Log all trouble reports and make copies available to the RPC as required by the RPC;
- 3.7.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

- 5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.
- 5.3 The RPC and Local Government shall require any company that submits a bid or proposal with respect to a contract for goods or services to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:
 - a. Listed in Section 889 of the 2019 National Defense Authorization Act

(NDAA); or

- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Article 6: Financial

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.
- 6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.
- 6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- 6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
- 6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

- 7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;
- 7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

- 10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
- 10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

- 12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.
- 12.2 The RPC's address is:

Concho Valley Council of Governments 5430 Link Rd San Angelo, TX 76904

The Local Government's address is:

Kimble County Attn: Judge Hal Rose 501 Main Street Junction, TX 76849

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2025 and shall terminate on August 31, 2027.

- 13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

- 15.1 The parties will comply with the Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information related to this Agreement and all data and other information generated or otherwise obtained in its performance.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Texas Government Code, Chapter 2161 regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Law.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
- 18.5 The following Attachments are part of this Agreement:

Attachment A
Attachment B
Attachment C
Attachment C
Attachment D
Attachment E
Attachment E
Attachment F

Attachment F

Ownership Agreement
Transfer of Ownership Form
Scope of Work
PSAP Operations Performance Measures and Monitoring
Commission Documents
CVCOG PSAP Cybersecurity Policy

- 18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
- 18.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments	Kimble County
Ву:	By:
John Austin Stokes Executive Director	Judge Hal Rose County Judge
1 /	
Date: 8/1/75	Date:

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Kimble County Sheriff's Office (PSAP Name), in Kimble County, to be the property of Kimble County, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attached equipment inventory list.]

Concho Valley Council of Governments	Kimble County
Ву:	Ву:
John Austin Stokes Executive Director	Judge Hal Rose County Judge
Executive Director	County Judge
Date: 8/1/25	Date:

Attachment B

Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between Concho Valley Council of Governments (RPC) and Kimble County (Local Government) dated September 1, 2025, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

ndicate the appropriate classification:	
Transfer ✓ Disposition	Lost
Please provide the following information in as	much detail as possible.
9-1-1 CPE Equipment- Viper-Power9-1-1 Vendor: Intrado (purchased with 9-1-1 Funds	
Descripton: 9-1-1 CPE Equipment: See Attac	ched Equipment List
Acquisition Date: August 2023	Acquisition Cost: \$31691.46
Description: 9-1-1 UPS Equipment: See Atta	
Vendor: WSC/Eaton (purchased with 9-1-1 F	
Acquisition Date: July 2023	Acquisition Cost: \$15513.62
9-1-1 Recorder- Power Logging Voice Record Vendor: DSS Corporation (purchased with 9- Description: 9-1-1 Recorder Equipment: See	1-1 Funds)
Acquisition Date: May 2021	Acquisition Cost: \$14627.09
9-1-1 Network Routers and Firewalls- Cisco Vendor: AT&T (purchased with 9-1-1 Funds) Description: 9-1-1 CPE Equipment: See Atta	ched Equipment List
Acquisition Date: January 2023	Acquisition Cost: \$9300

Continued.....

Attachment B

Transfer of Ownership Form (continued)

Action Recommended by: John Austin Stokes
Title: Executive Director
Date:
Comments: In compliance with Article 3.2 of this interlocal agreement
Approved:✓YesNo
Proceeds, if any: \$0
Approved by: Judge Hal Rose, County Judge
Date:
Disposed or Lost Property shall require approval by the agency head.
Reviewed by: John Austin Stokes, CVCOG Executive Director
Date:

Attachment C Scope of Work

- New Public Safety Answering Points (PSAPs) cannot be implemented without prior approval by the Commission on State Emergency Communications (CSEC).
- PSAP operating procedures are outlined in the attached Operating Policies and Procedures document.
- CVCOG requests the PSAPs submission of the following reports:

Form A; Monthly Reports for PSAP- report documents TDD/TTY calls, TDD/TTY test calls, and equipment testing by PSAP.

Form B; 9-1-1 ANI/ALI Problem Report- if needed, daily submission of incorrect caller information and map plotting discrepancies.

Form C; 9-1-1 Report Log documents dates and description of opened trouble tickets, TDD/TTY call testing, and service affecting issues.

Form D; Training Documentation performed by PSAP which will include Sign-In sheet with description of training conducted.

Form E; 9-1-1 Public Education activities conducted by the PSAP.

- CVCOG with PSAP assistance will inventory equipment.
- CVCOG requires, unless otherwise specified, that the local government insure equipment located within PSAP, as per equipment inventory list provided by CVCOG, and forward a copy of the insurance policy to CVCOG upon request.

Attachment D PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Form A- Monthly Reports for PSAP

Form B- 9-1-1 ANI/ALI Problem Report

Form C- 9-1-1 Report Log

Form D- Training Documentation performed by PSAP

Form E- 9-1-1 Public Education activities conducted by the PSAP.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1.	Trouble report logs at least once per _	Month	;
2.	List of service affecting issues once per	r <u>Month</u>	;
3.	Certification of TTY/TDD testing once p	per <u>Month</u>	; and
4.	TTY/TDD call logs.		

Quality Assurance Inspections

RPC personnel will conduct site visits at least <u>2</u> per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

PSAP Supervisors will conduct equipment testing once per month Preventative Maintenance Inspections (PMI)s will be conducted twice per year RPC staff will conduct at minimum 2 additional visits per year

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

- 1. Commission Legislation: https://www.csec.texas.gov/s/statutes?language=en_US
- 2. Commission Rules: https://www.csec.texas.gov/s/rules?language=en_US
- Commission Program Policy Statements:
 https://www.csec.texas.gov/s/program-policy-statements?language=en_US



CVCOG Regional 9-1-1 Call Handling Equipment Cybersecurity Policy

Contents

CVCOG 9-1-1 IT Resource Management and User Responsibilities	
CVCOG 9-1-1 Cybersecurity Responsibilities Overview	
Telecommunicator/Dispatcher Cybersecurity Responsibilities Overview	1
Managing Security Risks / Vulnerability Assessments	1
Unique Logins and Passwords / Authentication	1
Assigning Login Credentials	
Changing Your Password	2
User Password Credential Minimum Requirements	2
Ancillary Software Logins	3
Unauthorized External Hardware, Software and Media	3

CVCOG 9-1-1 IT Resource Management and User Responsibilities

All authorized users share in the responsibility to protect CVCOG 9-1-1's computers, servers, telephones and other IT systems and tools from physical and environmental damage or loss.

CVCOG 9-1-1 Cybersecurity Responsibilities Overview

CVCOG 9-1-1 has a duty and responsibility to provide telecommunicators/dispatchers with a secure IT environment that supports the mission of CVCOG 9-1-1; to safeguard the privacy, confidentiality and reliability of data; to protect and maximize CVCOG 9-1-1's investment in IT resources; and to define the responsibilities and requirements of the use of IT resources within CVCOG 9-1-1 environment. Responsibilities include but are not necessarily limited to:

- Approve access and formally assign custody of an information resource asset;
- · Specify data control requirements, based on internal risk assessments
- Verify that controls are in place and compliance is met
- · Review access permissions based on security risk assessment
- Provide physical and procedural safeguards for resources

Telecommunicator/Dispatcher Cybersecurity Responsibilities Overview

Telecommunicators/dispatchers have a duty and responsibility to support the cybersecurity mission of CVCOG 9-1-1; to safeguard the privacy, confidentiality and reliability of data; to protect and maximize CVCOG 9-1-1's investment in IT resources; and to abide by the responsibilities and requirements of use of IT resources within CVCOG 9-1-1 environment.

- Ensuring that resources are used safely, appropriately, and only for their designated purpose
- Complying with cybersecurity controls specified by CVCOG 9-1-1

Managing Security Risks / Vulnerability Assessments

A security risk analysis of information resources shall be periodically performed and documented as deemed necessary by CVCOG and/or CSEC. Regular risk assessments will be conducted on information resources deemed necessary for security of the CVCOG 9-1-1 network infrastructure. In addition to normal security monitoring and reviews, CVCOG 9-1-1 may periodically conduct unscheduled vulnerability assessments to test security measures currently in place.

Unique Logins and Passwords / Authentication

All CVCOG 9-1-1 computing systems require a login authentication process, wherein each user is identified and authenticated through a unique user ID and password. Access to the 9-1-1 system

and to applications is based on individual roles; determination of user access levels is the responsibility of the owners of the information or applications being accessed.

Assigning Login Credentials

PSAP supervisors should notify WSC within 1 business day of any change in telecommunicator/dispatcher personnel so that unique login credentials can be activated/deactivated accordingly.

Login usernames and temporary passwords will be assigned by WSC to telecommunicators/dispatchers in the following format.

UN: [site name][####] i.e. concho1779

After this initial change, to either troubleshoot login info or for the assignment of new usernames and temporary passwords in the future, you will need to call WSC or email support@wsc911.com.

Changing Your Password

To change your password, please go to about > change password (pictured below).



The change will take effect the next time you logout, then back in again.

User Password Credential Minimum Requirements

Each dispatcher/telecommunicator should change their temporary password upon initial login to a new alphanumeric password.

Passwords should at minimum include the following requirements:

- 8 or more alphanumeric characters
- a capital
- a lowercase
- a number
- and a special character

Passwords are entirely confidential and should never be shared with anyone. Passwords should be difficult to guess. It is *recommended* that passwords be changed at least every 90 days, and stored in a secure place. Please use a unique password not utilized in alternative programs/software.

Ancillary Software Logins

Alternative software credentials such as Equature call recordings, ECaTS call data, and other ancillary 9-1-1 software will be disseminated to supervisors on an as needed basis. These kinds of ancillary software should be accessed on agency owned admin computers outside of the 9-1-1 network computers unless otherwise specified. Login credentials should be safeguarded and disseminated appropriately.

Unauthorized External Hardware, Software and Media

To keep the 9-1-1 network as secure as possible, the CVCOG 9-1-1 network utilizes locked-down computers, hardware, software, firewalls, and a secure private MPLS internet network for services. Thus, opportunities for users to corrupt the 9-1-1 network are limited. However, the introduction of any unauthorized outside hardware, software, or media device, on the user side of the firewall, and into the 9-1-1 call handling computers is strictly prohibited. This includes but is not necessarily limited to the use of:

- unauthorized download, use of programs, or web services, on the 9-1-1 computers
- use of external USB or CD storage devices on the 9-1-1 computers
- use of USB charging of personal/external devices

Although the system should not allow unauthorized internet access, the 9-1-1 network hardware should not be utilized to access any personal accounts, personal email, or any other non-official internet activity or web browsing.

Such unauthorized uses could introduce a vulnerability into the 9-1-1 system

Concho Valley Council of Governments MONTHLY PSAP TESTING REPORT

PSAP NAME:			
DATE:	INDIVIDUAL REI	PORTING:	
9-1-1 Equipment Testing Monthly PSAP Testing is due		ONIV	required monthly 9-1-1 function testing
Category	NFORMATION	UNLY	Findings/Comments
ANI/ALI Display	Automatic Location Identification on 9-1-1 call verifies ANI/ALI Level of Service.		
Wireless Phase I & II Level of Ser	vice with ANI/ALI? If wireless call is WRLS, retransmit ALI (RTX) to receive WPH2.		
Conferencing Functionality	On a 9-1-1 call, click Transfer button, enter 10-digit TN to conference (up to 8 calls).		
Language Line	Direct dial/transfer with account number & access code.		
Poison Control	Direct dial/transfer with 10-digit number displayed.		
Abandoned 9-1-1 Call	9-1-1 caller hangs up prior to answer. Abandoned call with audible warning. Callback by double-clicking in list.		
Network Functionality	Intercom will test connectivity to other agencies via MPLS network. Right-click Intercom to choose agency.		
TDD/TTY compatible equipment	Test the CPE functionality TTY		
Stand-alone TDD	Accessible and tested? Use an admin handset to place a 9-1-1 TDD/TTY call.		
Map Display	Does call plot on map? Are you able to search map by road name, address and coordinates?		
Pictometry	Right-click map location to view available Pictometry imagery.		
Alternate Route (Previously Make-busy)	Logoff all positions (DND SNOM at Kimble, Mason). Place test call. No alternate route at SAEOC (N/A).		List alternate route reached.
Abandonment Route	Contact WSC. Request abandonment route in CMP. Place test call. No abandonment route at SAEOC (N/A).		List abandonment route reached.
Busy-out Rollover	Busy out test calls. Next call should rollover to alternate location.		List busy-out location reached.
Ring No Answer	An unanswered 9-1-1 call should represent itself to the alternate route.		
SNOM/IP phone	Test functionality at SAEOC, Kimble, Mason. Answer 9-1-1 on SNOM, transfer to position. (N/A for all other sites)		
Text to 9-1-1	Test text must originate from county being tested. Transfers are preconfigured; select an agency via drop-down to transfer (#T).		
Recorder	Verify recordings of 9-1-1 calls are accessible to all agents via Power911 playback & to Supervisor via Live Recall.		
Facility Generator	Please list date of last facility generator test and contact name and number of your facility generator service provider.		List last test date & contact info for service.

All 9-1-1 findings have been reported to WSC Technical Support at 1-888-414-2738. All recorder issues have been reported to Equature directly at 888-305-3428.

[ATTACHMENT B] 9-1-1 ANI/ALI PROBLEM REPORT

Date of Call	Time of Call	Operator
	ncorrect Address	sroute, Send To:
Found	Ann not correct	a third is a part to be a second or a second of
pe (check one):	Map not correct —	
☐ Business or Residentia	l □ Wireless □ Vo	οIP
ation Displayed:		
TELEPHONE NUMBER (ANI)		
NAME		
ADDRESS (ALI)		
CITY/COMMUNITY	SAMP	TE-
	SAIVIT	
LOCATION		
WIRELESS/VoIP CALL-BACK N	UMBER	
TRUNK #		ESN:
ADDRESS (ALI) CITY/COMMUNITY		
LOCATION		
PSAP COMMENTS:		
ireless/VoIP Calls, Pleas wireless/voip service pro	e Complete the Additional Invider:	formation:
EXACT LOCATION OF WIREL	SSS/VoIP CALLER:	
dressing Coordinator Use DATE RECEIVED:	COI	RRECT INFORMATION:
DATE ENTERED:	ADI	DRESS:
TRANSACTION NUMBER:	CON	MMUNITY:
NOTES:	ESN	1
	EXC	CHANGE
	EAC	

PSAP 9-1-1 Report Log

Purpose of 9-1-1 Call Log is to insure compliance with CVCOG's Interlocal Agreement with PSAP, Commission on Emergency Communications guidelines and rules, and Regional Strategic Planning.

Personel					
Description (include Ticket #s)					
Description (in			3		
		5			
SIRO IRINO GILLA SAL	S				
and the state of t					
Aldinois Andrian Andri					
Date coult					

FORM C: Include on the Log, any outages you might have and ALL repair problems that you have had on your equipment whether you had to call for a repair tech or were able to correct the problem yourself. This information is needed so that we can make sure that your repairs are made in a timely manner. The welfare of your citizens is our first and foremost concern.

Document TDD/TTY Dispatcher trainging and actual TDD/TTY Calls.

TRAINING

TRAINING:	Enter Title Of Training	g Held	
PSAP:	Name of PSAP		:MERGENCY
DATE:	Date of Training		
TRAINER:	Name of Trainer		
Session:	Session-4 hr. 8:30 AM - 1	2:30 PM	프레일(1) 10 시간 (1) 12 12년 일 사용하는 11일 12일 12일 12일 12일 12일 12일 12일 12일 12일
NAME:	Please Prin	nt	Agency:
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	Gr		
	7		
1 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
			73 Per 1/16/7
	Tribe		

CONCHO VALLEY COUNCIL OF GOVERMENTS 9-1-1 PUBLIC EDUCATION REPORT

Thank you for your assistance in the education of our general public about 9-1-1 and its proper use. In an effort to track our outreach program, it will be helpful if you could please provide the following information on 9-1-1 public education programs presented in your county/city and return this report to CVCOG 9-1-1 Department, 2801 W. Loop 306, Suite A, San Angelo, Texas, 76904. If you have any questions, contact any of our Regional 9-1-1 Staff at (325) 944-9666.

REQUESTIN	NG AGENCY:				
COUNTY:					
DATE:					
PRESENTER	R:				
DETAILS:					
			2 1.11		
	16 - 17 - 17 - 17 - 17 - 17 - 17 - 17 -				
					Washing and the second second
Form E: Plea General:	Children:	Adults:	est of your knowled Senior Citize		ial Needs:

Operating Policies and Procedures

OVERVIEW

Policies, procedures, and troubleshooting for PSAPs withinn the Concho Valley Council of Governments 9-1-1 region which includes 16 Public Service Answering Pointes (PSAPs) in the following 14 counties: Coke, Concho, Crockett, Edwards, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton and Tom Green Counties.

OBJECTIVES

To negotiate any emergency call accordingly.

To determine as quickly as possible, the nature of the emergency.

To properly handle or direct the call to the appropriate responding agency.

To ensure all equipment and networked systems function optimally, to best serve agencies and telecommunicators in the CVCOG region, and the citizens seeking emergency services.

FOR PROBLELMS WITH EQUIPMENT:

CALL TAKING EQUIPMENT SUPPORT AND MAINTENANCE

WSC 1-888-414-2738 or support@wsc911.org

- Indicate that you are reporting trouble for a 9-1-1 system.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide time of access to 9-1-1 equipment.
- Document trouble ticket # on Form C Report Log.
- Notify CVCOG 325-944-9666.

REPORTING NO ANI OR ALI

If you have **NO** ANI/ALI information available:

- Identify you are a 9-1-1 agency and are requesting a Calling Number Address.
- Provide your name and title.
- Provide the name and address of your PSAP.
- Provide your callback number
- Describe the type of trouble you are encountering.
- Document trouble ticket # on Form C Report Log.

RECORDER SUPPORT & MAINTENANCE

Equature 1-888-305-3428 or support@equature.com

- Indicate that you are reporting trouble for a 9-1-1 recorder.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on Form C Report Log.
- Notify CVCOG 325-944-9666.

1

Concho Valley Council of Governments 9-1-1 Program (CVCOG 9-1-1)

Office #: 325-944-9666 CVCOG911@CVCOG.ORG

PSAP Name Inve Kimble Co	<u>ک</u>	COG Name PSAP Name Inventory I Hardware Type CVCOG Kimble Co 9418 Monitor	Description 19in LCD Monitor	Manufacturer NEC	Manufacturer Part# Serial# 561209	565TA	Installed Status 2/10/2016 In Use	Location On Site
Kimble Co 22651 Monitor	22651 Monitor		27in LCD Monitor	Dell		CN0G78WCQDC003720	2/21/2024 In Use	On Site
24747 Hard Drive		1 4	4TB External Hard Drive - Pict Western Digital WDBPKJ0040BBK-0, WX72DA3C1D56	ct Western Digital	WDBPKJ0040BBK-C	0/ WX72DA3C1D56	7/25/2024 In Use	On Site
Kimble Co 21636 Viper Gateway - AIM AIN			AIM Card - G3	Intrado		S22480041	8/14/2023 In Use	On Site
Kimble Co 14088 Surge Protector Coax	Surge Protector	Coax	Coax Surge Protector	L-com		WSC-14088	12/20/2018 In Use	On Site
21768 Serial Hub	Serial Hub	DM1	DM1 - Device Master Serial H Comtrol	H Comtrol		9757-002990	8/14/2023 In Use	On Site
Kimble Co 19513 External RAID Enclosı Equature External HDD	19513 External RAID Enclosı Equatı	วรเ Equati	ure External HDD	Sans Digital		MR2UT6G2102020002	7/28/2021 In Use	On Site
Kimble Co 19510 Equature Equatu	Equature	Equatu	Equature Recorder	Equature	Equature 4U	EQB400712	7/28/2021 In Use	On Site
Kimble Co 21619 Ethernet Switch Ethern	Ethernet Switch	Ethern	Ethernet Switch (24 Port) - St Cisco	St Cisco	C9200L-24T-4G-E V(FOC262753RY	// FOC262753RY	8/14/2023 In Use	On Site
Kimble Co 21620 Ethernet Switch Etherne	Ethernet Switch	Etherne	Ethernet Switch (24 Port) - St Cisco	St Cisco	C9200L-24T-4G-E V(FOC2627548L	// FOC2627548L	8/14/2023 In Use	On Site
Kimble Co 23080 KVM - F		KVM - F	KVM - Freedom II (4 Port U	(4 Port USE Black Box		2210B0207362	2/21/2024 In Use	On Site
Kimble Co 23083 KVM - F		KVM - F	KVM - Freedom II (4 Port U	(4 Port USE Black Box		2305B0217037	2/21/2024 In Use	On Site
Kimble Co 21628 Workstation - Laptop KVM - Laptop	21628 Workstation - Laptop KVM - La	J - MAX dc	aptop	Dell		34BQDS3	8/14/2023 In Use	On Site
Kimble Co 21629 KVM Co		KVM Co	KVM Console to USB Adapter StarTech	er StarTech		WSC-21629	8/14/2023 In Use	On Site
Kimble Co 21621 Printer Network		Network	Network Printer - Color / Last Xerox	seXerox	100N03697QRC	QRC808019	2/21/2024 In Use	On Site
Kimble Co 21637 Viper Gateway - Pow Power Card - G3	21637 Viper Gateway - Pow Power C	w Power C	ard - G3	Intrado		S22150520	8/14/2023 In Use	On Site
Kimble Co 20622 Router Router		Router		Cisco	ISR4331/K9 V08	FLM262510PE	2/14/2023 In Use	On Site
Kimble Co 21632 Satellite Box Satellite Box		Satellite E	30x	Intrado	220P000081-401	S22330759	8/14/2023 In Use	On Site
Kimble Co 21634 Satellite Box Satellite Box	Satellite Box	Satellite B	XOS	Intrado	220P000081-401	522330811	8/14/2023 In Use	On Site
Kimble Co 21624 Server - Aux Server - AUXHost	Server - Aux	Server - A	UXHost	Dell		8W913L3	8/14/2023 In Use	On Site
Kimble Co 21631 Sonic Box Sonic Box - G3	Sonic Box	Sonic Box	- G3	Intrado	220P000844-401	S22300019	8/14/2023 In Use	On Site
21633	Sonic Box	Sonic Box	- 63	Intrado	220P000844-401	\$22300079	8/14/2023 In Use	On Site
Kimble Co 10620 Speakers Speakers	Speakers	Speakers		CREATIVE		CAMF0055617002644H	In Use	On Site
Kimble Co 14970 Speakers Speakers	Speakers	Speakers		CREATIVE		CAMF0055617002645K	In Use	On Site
Kimble Co 18834 PDU Switched		Switched	Switched Rack Power Distribi APC	or APC	Mswitch PDU 1U (2	Mswitch PDU 1U (2(RET-ZA1603004737	1/10/2023 In Use	On Site
Kimble Co 21031 Monitor TLETS - 27in LED		TLETS - 27	'in LED Monitor	Asus		N5LMQS205237	2/14/2023 In Use	On Site
Kimble Co 23066 Monitor TLETS - 27in LED		TLETS - 27	in LED Monitor	Asus		R8LMQS102203	2/21/2024 In Use	On Site
Kimble Co 16374 Ethernet Switch TLETS - Etl		TLETS - Etl	TLETS - Ethernet Switch (5 Po Netgear	o Netgear	GS205-100PAS	40018B5V01D45	2/14/2023 In Use	On Site
Kimble Co 21032 Workstation - PC TLETS - PC		TLETS - PC		Dell		2B576S3	2/14/2023 In Use	On Site
Kimble Co 23067 Workstation - PC TLETS - PC		TLETS - PC		Dell		JFV66S3	2/21/2024 In Use	On Site
Kimble Co 25368 Printer TLETS - Printer		TLETS - Pr	inter	НР		VNB3G66082	5/14/2025 In Use	On Site
Kimble Co 21328 UPS - 9PXM UPS - 4-2		UPS - 4-2	UPS - 4-20KVA (9PXM)	Eaton Powerwar 9PXM08AAXXX	9PXM08AAXXX	BF08P17201	6/13/2023 In Use	On Site
Kimble Co 21229 UPS - Internal Batter, UPS - Battery Pack (9PXM)	21229 UPS - Internal Battery UPS - E	in UPS - E	Sattery Pack (9PXM)	Eaton Powerwar P-103002954	P-103002954	BS023Y1196	6/13/2023 In Use	On Site
Kimble Co 21230 UPS - Internal Batter, UPS - Battery Pack (9PXM)	21230 UPS - Internal Batter, UPS - B	in UPS - B	attery Pack (9PXM)	Eaton Powerwar P-103002954	P-103002954	BS024Y1009	6/13/2023 In Use	On Site
Kimble Co 21231 UPS - Internal Batter, UPS - Battery Pack (9PXM)	21231 UPS - Internal Batter, UPS - Ba	in UPS - Ba	attery Pack (9PXM)	Eaton Powerwar P-103002954	P-103002954	BS024Y1005	6/13/2023 In Use	On Site
Kimble Co 21232 UPS - Internal Batter, UPS - Battery Pack (9PXM)	21232 UPS - Internal Batter, UPS - Ba	ır, UPS - B	attery Pack (9PXM)	Eaton Powerwar P-103002954	P-103002954	BS024Y1010	6/13/2023 In Use	On Site

CVCOG	Kimble Co	21187 UPS - Environmenta	l UPS - Environmental Monito	21187 UPS - Environmental UPS - Environmental Monitor Eaton Powerwar 744-A4026	PB13N26CBK	6/13/2023 In Use	On Site
CVCOG	Kimble Co	21175 UPS - Network-MS C	2 UPS - Network Card-M2	21175 UPS - Network-MS Cc UPS - Network Card-M2 Eaton Powerwar 744-A3983	P312N44LTJ	6/13/2023 In Use	On Site
CVCOG	Kimble Co	21163 UPS - Split Phase Por	n UPS - Split Phase Power Mod	21163 UPS - Split Phase Pow UPS - Split Phase Power Mod Eaton Powerwar 730-06185	R286N47127	6/13/2023 In Use	On Site
CVCOG	Kimble Co	21151 UPS - Automatic Tra	n UPS - Transfer Switch (9PXIV	21151 UPS - Automatic Tran UPS - Transfer Switch (9PXM) Eaton Powerwar P-103002142	BR412J0036	6/13/2023 In Use	On Site
CVCOG	Kimble Co	21635 Viper Gateway Chas.	21635 Viper Gateway Chass Viper Gateway Chassis G3 Intrado	Intrado	S22330945	8/14/2023 In Use	On Site
CVCOG	Kimble Co	24866 Wireless Router	Wireless 5G Router	Sierra Wireless	6Q2033509401A128	3/26/2025 In Use	On Site
CVCOG	Kimble Co	13751 Wireless Antenna	Wireless Antenna	Wilson Electronics	WSC-13751	12/20/2018 In Use	On Site
CVCOG	Kimble Co	21622 Workstation - PC	Workstation - PC	Dell	9HVPQJ3	8/14/2023 In Use	On Site
CVCOG	Kimble Co	21623 Workstation - PC	Workstation - PC	Dell	CHVPQJ3	8/14/2023 In Use	On Site
CVCOG	Kimble Co	21625 Monitor	27in LCD Monitor	Dell	CNOHTXHCWSL00289CGBB	GBB Shipped	In Transit
CVCOG	Kimble Co	21626 Monitor	27in LCD Monitor	Dell	CNOHTXHCWSL00289CGLB	GLB Shipped	In Transit

Kimble County Sheriff's Office

Commissioners Court Report

JULY 2025

Deputies:

Calls for Service - 164

Traffic Stops – 328

Vehicle milage – 14593

TLETS requests – 2113

Civil Process - 6

Arrests - 15 (14 Felony, 1 Misdemeanor)

MHDD Transports – 0

Other Agency Assist – 10

Immigration violation - 1

Notes: Worked flood relief in London. Spent time checking roadways for flooding had Multiple Motor Vehicle crashes

Jail:

Jail Bookings - 32

Release - 29

Transports - 10

Moved Court Room at the Stevenson center multiple times.

Dispatch:

Admin Calls: 1476

911 Calls: 353

Warrants entered -22

Warrants confirmed - 8



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

RESOLUTION #2025-07

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2026

A resolution of the County of Kimble (County) Texas certifying that the County has made a grant to Kimble County Meals 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.

OMHEREAS, 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 homedelivered 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 2026 and the 31st of December 2026

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 12th day of August, 2025.

Signature of Authorized Official of the County

Hal A. Rose, Kimble County Judge

Typed Name and Title



TELEPHONE LINE RIGHT-OF-WAY EASEMENT

	or more) <u>Kimble</u>
County (unmarried) (husband and wife) for a good and va	uable consideration, the
receipt whereof is hereby acknowledged, do hereby grant, unto HILL COUNTRY To	LEPHONE COOPERATIVE,
INC., a cooperative corporation (hereinafter called the "Cooperative") and to its suc	cessors or assigns the right to
enter upon the lands of the undersigned, situated in the County of Kimble	
State of Texas, and more particularly described as follows:	
A tract of land approximately <u>0.04</u> acres, locatedmiles in a	
direction from the town of <u>London</u> , County of <u>Kimble</u>	, State of Texas, being
, Abstract No, Abstract No	3530
Acres out ofSurvey No, Abstract No	
bounded by land owned <u>Fire St.</u>	to the North
Community Center St.	to the South
Old Town St.	
US Hwy 377	
and to construct, reconstruct, operate and maintain on or under the above-or under all streets, roads or highways abutting said lands, a telephone line forms of communications and services in any form provided to us from me and all connectors, interconnectiors, Internets, carriers, or other service proof the method of communication now used or perfected for use In the further shrubbery that may Interfere with or threaten to endanger the operation a system and to license, permit or otherwise agree to the joint use or occupant other person, firm or corporation for telephone or electrification purposes.	e or system, as well as all other mbers or non-members by any oviders or receivers, regardless ture, to cut and trim trees and and maintenance of said line or
The purpose of this easement is to allow HCTC to place a 70' r cabinet, a new fiber optic line & (2) 1.25" conduits on the north in order to provide fixed wireless services in the surrounding a	side of the property
The undersigned agree that all poles, wire and other facilities, incluinstalled on the above-described premises at the Cooperative's expense so Cooperative, removable at the option of the Cooperative.	
The undersigned covenant that they are the owners of the above de	scribed lands and that the said
lands are free and clear of encumbrances and liens of whatsoever chara-	cter except those held by the
following: Nove	
IN WITNESS HEREOF, the undersigned have set their hands and se	als this 2/4 day of
Awart , 202T.	ais tilis VI uay oi
PRINTED NAME	J. Re
PRINTED NAME NOTARIZED SIGNATURE X / ms	Le Comp Judge
PRINTED NAME NOTARIZED SIGNATURE PRINTED NAME	le County Judge
PRINTED NAME NOTARIZED SIGNATURE NOTARIZED SIGNATURE X	le Comp Turbe
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The State of Texas The County of Before me, (Le County Turbs C
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The State of Texas The County of Before me, (on this day personally appeared to be the person whose name is subscribed to the foregoing instrument and) a Notary public, , known to me
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The State of Texas The County of Before me, (on this day personally appeared to be the person whose name is subscribed to the foregoing instrument an executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this August AD, 2	a Notary public, known to me d acknowledged to me that he
The State of Texas The County of	a Notary public, known to me d acknowledged to me that he
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The State of Texas The County of Before me, (on this day personally appeared to be the person whose name is subscribed to the foregoing instrument an executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this Notary Fublic, My Commission Expires HILL COUNTRY TELEPHONE COOPERATIVE, INC. P.O. Drawer D + Ingram, Texas 78025 830-367-5333 + 800-292-5457 + Fax 830-367-5993	a Notary public, , known to me d acknowledged to me that he 21. County, Texas





Kimble County-LVFD 17527 US-377, London, TX 76854

RE: Utility Easement

Dear Kimble County,

Hill Country Telephone Cooperative, Inc. (HCTC), respectfully requests permission to establish an easement on your property located at 17527 US-377, London, Texas, for the installation of an electronic cabinet and utility pole. The utility pole will support fixed wireless radio equipment, which is intended to significantly enhance broadband service availability and speeds for the majority of businesses and residents in the London community.

As part of this project, HCTC will also extend fiber optic connectivity to the London Volunteer Fire Department (LVFD), concurrent with the construction of the electronic cabinet. In exchange for the easement, HCTC will provide 1 Gigabit Internet service to LVFD at no cost for the life of the easement.

Please note that this agreement is non-transferable and will remain in effect only as long as Kimble County maintains ownership of the property. Should property ownership change, the agreement will not be conveyed to the new owners.

Furthermore, if at any point HCTC determines the utility pole and associated radio equipment are no longer needed, HCTC will promptly remove the equipment and restore the site to its original condition. However, the fiber optic connection installed as part of this agreement will remain in place. At that time, Kimble County will have the option to continue service under HCTC's standard commercial rate, ensuring uninterrupted and competitively priced broadband access.

We greatly appreciate your consideration and the opportunity to support the London community through enhanced connectivity.

LIST OF PRESIDING AND ALTERNATE JUDGES - 2025/2026

KAREN E. PAGE KIMBLE		. County Cle	erk/Elections	Administrator of
		County Clerk/Elections Administrator o		
for appointment as	presiding judge and a			
as required upon re	eceipt of timely list(s) s	submitted by the appr	opriate politi	cal party chairs or
as recommended b	y me if no list(s) were so	ubmitted timely by par	ty chairs.	
Precinct # Or Name	Presiding Jud	ge	Alte	rnate Judge
PCT 1	JODIE DAW	/N	OF	PEN
PCT 2	SANDRA JA	CKSON	CA	AREN MACKIE
PCT 3	LANIE SIMO	N	VE	ERA JOY
PCT 4	DONNA CA	RROLL	OF	PEN
PCT 6	JONI JETTER	₹	PA	TSY HARTT
PCT 7	DENNIS ARI	MSTRONG	JU	DY ARMSTRONG
PCT 9	POLLY ROBI	NSON	SH	IARON SISSEL
		0172		

Hal A. Rose, County Judge

Signature of County Judge (Firma del Juez del Condado)

Brayden Chulze, Commissioner Pct. 1

Signature of Commissioner (Firma del Comisionado)

Dennis Dunagan, Commissioner Pct. 3

Signature of Commissioner (Firma del Comisionado)

Kelly Simon, Commissioner Precinct 2

Signature of Commissioner (Firma del Comisionado)

Chad Gipson, Commissioner Pct 4

Signature of Commissioner (Firma del Comisionad)

ATTEST: Carolyn With Span ()

Karen E. Page, County Clerk

Carolyn Hopkins, Deput

CENTRAL COUNTING STATION – 2025/2026 ELECTIONS:

KAREN E PAGE – CENTRAL COUNTING STATION MANAGER
HEATHER KNUDSEN – TABULATION SPECIALIST
CAROLYN HOPKINS - PRESIDING JUDGE
DEPUTY CLERK POSITION 3 – ALTERNATE JUDGE

Hal A. Rose, County Judge Signature of County Judge (Firma del Juez del Condado)

Brayden Schulze, Commissioner Pct. 1

Signature of Commissioner (Firma del Comisionado)

Dennis Dunagan, Commissioner Pct. B

Signature of Commissioner (Firma del Comisionado)

Kellly Simon, Commissioner Precinct 2

Signature of Commissioner (Firma del Comisionado)

Chad Gipson, Commissioner Pct 4

Signature of Commissioner (Firma del Comisionad)

ATTECT.

Karen E. Page, County Clerk

Carolyn Hopkins, Deputy

EARLY VOTING BALLOT BOARD - 2025 ELECTION:

KATHY WHITLOCK - PRESIDING JUDGE CARMEN BIERSCHWALE - ALTERNATE JUDGE BILLIE CARLILE - EVBB CLERK 1 ROSANNE STAPP - EVBB CLERK 2

> Hal A. Rose, County Judge Signature of County Judge (Firma del Juez del Condado)

Brayden Schulze, Commissioner Pct. 1 Signature of Commissioner (Firma del Comisionado)

Dennis Dunagan, Commissioner Pct. 3

Signature of Commissioner (Firma del Comisionado)

Carolyn Hopkins, Deputy

Chad Gipson, Commissioner Pct 4

Kellly Simon, Commissioner Precinct 2

Signature of Commissioner (Firma del Comisionad)

Signature of Commissioner (Firma del Comisionado)

CC-2025-08

COUNTY OF KIMBLE §

STATE OF TEXAS §

ORDER AMENDING BUDGET FOR 2025

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 2025 budget.

BE IT THEREFORE ORDERED that the 2025 budget, as appropriate, is hereby amended to conform to revenues and expenditures authorized and approved by the Court in this meeting.

ORDERED this the 12th day of August, 2025.

HAL A. ROSE COUNTY JUDGE

DENISCHIEZE

COMMISSIONER PCT. 1

KELLY SIMON

COMMISSIONER PCT. 2

DENNIS DUNAGAN

COMMISSIONER PCT. 3

CHAD GIPSON

COMMISSIONER PCT. 4

ATTEST:

KAREN E. PAGE, County Clerk

Carolyn Hopkins, Deputy

SURVEYING + ENVIRONMENTAL + LAB/CMT

706 SOUTH ABE STREET SAN ANGELO, TEXAS 76903 PHONE: 325.655.1288 FAX: 325.657.8189

August 1, 2025

Honorable Hal A. Rose Kimble County 105 North 7th Street Junction, Texas 76849

Re:

Construction Material Testing Kimble County Courthouse Junction, Texas

Dear Mr. Rose.

SKG Engineering is pleased to submit this proposal to provide services for the aforementioned project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain authorization to provide these services, and to present the estimated cost for testing. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

Project Information

SKG Engineering understands the Kimble County Courthouse will be undergoing restoration in Junction, Texas.

Scope of Services

Scope of services is understood as outlined by plans and specs provided by Hutson Gallagher Architects, project no. 19-003, dated December 31, 2024. Notification in writing is requested of any revisions or alterations to the project plan set to ensure proper analyses and testing are performed. Additionally, prior to anticipated testing, a 24-hour notification period is requested to provide adequate time for scheduling and preparation in response to the needs of this project and our clients.

Field Technician Services

- 1. Pick up materials for proctor evaluations and qualifying tests.
- 2. Perform nuclear density tests on subgrade, select fill, and base materials as necessary.
- 3. Concrete testing for quality control to include making concrete cylinders for compressive strength test, slump, air content, and temperature tests as well as inspection of placement practices.
- 4. Perform structural steel inspections.

Page 2 of 2 Kimble County Courthouse Restoration Junction, Texas

- 5. Provide visual weld inspections.
- 6. Cast grout/mortar cubes for consistency assurance.

Laboratory Services

- 1. Perform proctors on subgrade, select fill, and base materials plus qualifying of material to be used as select fill.
- 2. Concrete and grout/mortar compressive strength testing.

Reporting

We will prepare reports and distribute to Kimble County and HESCO. Any additional contacts for the distribution list should be provided, and are requested.

Compensation

The compensation for this project will be billed to Kimble County. We estimate the testing services as specified to be \$33,600 based on a day rate of \$1,400 and half day rate of \$840. This total is an estimate and is subject to change. This proposal excludes any costs incurred due to failed material retesting. Costs are dependent upon contractor scheduling.

Schedule

SKG Engineering shall proceed with the performance of the services hereunder in a prompt and diligent manner, in accordance with the contractor's schedule, which may be reasonably amended as required.

We appreciate your consideration of SKG Engineering for this project and look forward to the opportunity of working with you.

Sincerely,

SKG Engineering

Stephanie Cheatheam Lab/CMT Manager

Attachments: Fee Schedule and Terms & Conditions

Stephanie Cheatheam

CC: File

ACCEPTANCE:

SKG Engineering, LLC Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement between SKG Engineering, LLC (SKG) and Client as if they were part of one and the same document.

Definitions:

SKG: shall refer to SKG Engineering, LLC, a Texas limited liability company and its subcontractors.

Client: shall refer to the person, firm, or corporation that has entered into a contractual relationship with SKG providing for the performance of professional services related to civil engineering, surveying, environmental science, planning, consulting, laboratory, construction material testing, drilling, construction observation, or geospatial services

Proposal: shall refer to the written scope of services, unit prices, and/or fixed fee provided by SKG to Client describing, if applicable, the nature of the services to be performed by SKG or its subcontractors, and the amount and type of compensation to be paid for those services.

Authorization as Agent

Client authorizes SKG to take all actions on Client's behalf which SKG, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal. Free right of access shall be granted to SKG personnel to enter upon any land owned or controlled by Client so long as such entry is reasonably necessary to perform said services. If SKG notifies Client that SKG requires entry onto land not owned or controlled by client, then Client shall obtain such right of entry without cost to SKG. Client understands that services provided by SKG commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain and vegetation. SKG assumes no responsibility to compensate owner for such loss and will not restore the site to its original condition.

Standard of Care and Liability

SKG will exercise reasonable care in the performance of its duties under this Contract. Client agrees that the liability of SKG, and that of its officers, members, directors, employees, agents, and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions will be limited to the lesser of SKG's professional liability insurance coverage available at the time of settlement or judgement, or the fee amount provided in the Proposal.

Client shall provide information the Client reasonable believes to be accurate as to the condition of the project site including the location of any underground utilities, utility services, structures, manholes, and underground storage tanks, and SKG shall be entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify, and hold harmless SKG from any claim or expense, including attorney fees, arising from an allegation that SKG performance under this Contract resulted in damage to any subterranean or surface structure or facility as a result of errors, omissions, or inaccuracies in information provided by client.

Hazardous Materials

Both SKG and Client acknowledge that this Contract does not contemplate the presence at the project site of any hazardous or regulated substances or materials. Client agrees to defend, indemnify, and hold harmless SKG from any claim or expense, including attorney fees, arising from an allegation that SKG's performance under this Contract resulted in the handling, transportation, or disposal of any hazardous or regulated substance, if Client knew or should have known such substance was present at the site and failed to properly notify SKG. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, SKG may, at its option and without liability for consequential or any other damages, suspend performance of services under this contract.

Confidentiality of Information

SKG will utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that SKG does not have a duty of confidentiality and further acknowledges that SKG may have past or present contractual relationships with other individuals or companies practicing the same or related business in the same geographic area as Client. Client acknowledges that SKG may have past or present contractual relationships with governmental agencies having regulatory authority over Clients' project and acknowledges that SKG may appear before such agencies on behalf of other individuals or companies practicing the same or related business in the same geographic area as Client.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with plans, specifications, reports, or other instruments prepared by SKG are not warranted to, and may not, reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by SKG exclusive of the value and cost of SKG services, and cost of such things as land, rights of way, and the cost of interest and financing.

Ownership of Documents

Client accepts reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, as instruments of professional service, not products. All such material is and shall remain the sole and executive property of SKG. Client may make and retain hard copies of documents for use on the project. Documents are not intended or represented to be suitable for reuse. SKG shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, SKG makes no warranties, either express or implied, with respect to electronic files if such files are provided. Client agrees to defend, indemnify and hold harmless SKG against all claims and expenses, including attorney fees, arising out of any use or modification of instruments of services without the express written consent of SKG.

Non-Public Improvements

Client acknowledges that there is no public agency supervision over construction of improvements such as pavements, utilities and walks on private property such as may be found on condominium, apartment, and commercial sites. Unless specifically provided

for in the Proposal, SKG does not provide geotechnical assessment of soil conditions and accepts no responsibility for design of pavement sections, subgrade, underdrainage, backfill, and related items whether or not shown on a plan provided by SKG. Client agrees to defend, indemnify and hold harmless SKG from any claim or expense, including attorney fees, arising from 1) use of Client standards for non-public improvements, and/or 2) reliance on geotechnical data and designs provided by Client or a Client consultant, and/or 3) construction of any non-public improvements that are not observed and inspected by SKG pursuant to a construction phase services contract.

Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS) Requirements

Client acknowledges that ADA & TAS requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA & TAS compliance involves fine tolerances that are governed by the means and methods of construction. SKG will exercise reasonable care in the specification of ADA & TAS compliant facilities subject to local standards and requirements. SKG makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA and/or TAS requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements constructed in accordance with instruments of services prepared under this Contract. Client is advised to procure an independent assessment of ADA & TAS compliance prior to accepting constructed improvements.

Payment

By accepting the Proposal, Client agrees to pay SKG, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with SKG Billing Policy. Client will be invoiced and all invoices will be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by SKG. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Contract, SKG may suspend performance of services immediately. In the event legal action is necessary to enforce the payment provisions of this Contract, SKG shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by SKG in connection therewith, together with the value of the time of SKG employees and expenses spent in connection with such collection action.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then SKG will use its best efforts to perform according to said schedule. Client acknowledges that SKG's performance often involves public agencies and other businesses and groups who can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of either party which could not have been reasonably foreseen or prevented. Such acts or events shall include unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions. Any delay within the scope of this provision that cumulatively exceeds 60 calendar days shall, at the option of either party, make the Contract subject to termination or renegotiation.

Notice

Any notice to be given under this Contract shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid addressed to an agent of SKG.

Applicable Law and Survival

The validity, performance, and interpretation of this Contract shall be according to the laws of the State of Texas. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between SKG and Client shall survive the completion of services and the termination of this Contract

Assignment and Addendum

Neither party shall assign or transfer its interest in this Contract without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Contract may not be amended except in a writing executed by both SKG and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties. Binding Effect of Agreement

This Contract shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Contract to be invalid or unenforceable as a final non-appealable order, then the remainder of the Contract shall not be affected and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Cancellation and Suspension

This Contract may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due SKG shall be due and payable immediately upon termination including such amounts reasonably incurred by SKG in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, SKG shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.