

KIMBLE COUNTY COMMISSIONERS COURT
CALLED MEETING – JANUARY 10, 2023 @ 9:00 AM

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

COURT PRESENT:

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

ELECTED OFFICIALS PRESENT:

County Treasurer Billie Stewart
County Attorney Andrew Heap
County Sheriff Alan Castleberry

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

- 1. Call to order:**
 - a. County Judge Hal Rose called the meeting to order at 9:02am
- 2. Convene meeting and establish quorum.**
 - a. Quorum was established
 - b. Invocation at 9:03am
 - c. Pledge at 9:04am
- 3. Public Comments:**
 - a. Judge Rose discussed the recent City Counsel Meeting and signing of Form 147
 - b. Randy Millican appointed as the Emergency Management Coordinator
 - c. City agrees/approves to allow the County run emergency management
 - d. The Sheriff's office is set to meet with surrounding counties and TDEM regarding the upcoming eclipse if anyone is interested
- 4. Consideration, discussion, and possible action regarding status of county roads and related matters, including report by county road supervisor regarding road conditions, maintenance, and repair:**
 - a. Road and Bridge Supervisor Stephen Simmons submitted his monthly report for review by the commissioners
 - b. Motion to accept the report made by Commissioner Hoffman, second by Commissioner Simon, all in favor, motion carries
 - c. Discussion moved to Kinder Morgan and KC 472. Permian Highway Pipeline submitted an agreement to Commissioner Hoffman for review titled PHP Acknowledgment of Compliance Permanent Access Driveway – CR 472 west side, Kimble County (new compressor station access). Commissioners reviewed the request with a Motion to accept and sign the Acknowledgment by Commissioner Hoffman, second by Commissioner Shultz, all in favor, motion carried
- 5. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County:**

- a. No action taken
- 6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads:**
 - a. New Road Name Requests:
 - i. Add Running Bear Road – Motion to accept made by Commissioner Dunagan, second by Commissioner Simon, all in favor, motion carries
 - ii. Change Burton Ranch Road – Motion to accept made by Commissioner Simon, second by Commissioner Dunagan, all in favor, motion carries
 - iii. Add Old Ranch Road (change from Tubbs Road) – No action taken by commissioners until CAD verifies no other houses potentially on this road will be affected
 - b. Motion to approve and accept new 911 addressing for November 2022 and December 2022 made by Commissioner Hoffman, second by Commissioner Shultz, all 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:**
 - a. Motion to approve and accept report regarding monthly collection of property taxes for November 2022 and December 2022 made by Commissioner Dunagan, second by Commissioner Shultz, all in favor, motion carries
- 8. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court:**
 - a. Sheriff Castleberry provided comparison between 2021 and 2022 activity specifically the increase in volume due to rise in smuggling cases. Advised the Court of “Cosmetic changes” to the sheriff's office for updated safety and functionality. Advised on items still outstanding requested through OLS (Operation Lone Star) coverage (i.e. Motorola equipment)
 - b. Overtime of officers was addressed as well. Sheriff Castleberry advised this increase was due to the smuggling activity and lack of employees. Overtime is also being covered by the OLS grant
- 9. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court:**
 - a. Treasurer Stewart advised they are going through a software conversion which will change the bill format
- 10. Consideration, discussion, and possible action regarding Re-Appointment of Child Welfare Board members Kelli Harames and Garvene Adams. Three-year terms that will expire on February 1, 2026:**
 - a. Motion to approve and re-appoint Kelli Harames and Garvene Adams as members to the Child Welfare Board made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries
- 11. Consideration, discussion, and possible action regarding Designation of Concho Valley Transit District Board Member Representing Member of Governments in Kimble County:**
 - a. Motion to approve and designate County Judge Hal Rose as the Kimble County representative to the Concho Valley Transit District Board made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries

- 12. Consideration, discussion, and possible action regarding Designation of Concho Valley Council of Governments' Executive Committee and General Assembly Member Representing Member of Governments in Kimble County:**
 - a. Motion to approve and designate County Judge Hal Rose as the Kimble County representative to the Concho Valley Council of Governments' Executive Committee and General Assembly Member Representing Members of Governments in Kimble County made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries

- 13. Consideration, discussion, and possible action regarding Xerox Lease Agreement for the Treasurer's Office:**
 - a. Treasurer presented new contract from Xerox for \$76.49/month for 5 years
 - b. Motion to approve new Xerox lease for the Treasurer's Office made by Commissioner Shultz, second by Commissioner Dunagan, all in favor, motion carries

- 14. Consideration, discussion and possible action regarding West Techs 2023 HVAC Preventative Maintenance Contract renewal, effective dates: January 1, 2023 thru December 31, 2023:**
 - a. No action taken

- 15. Consideration, discussion, and possible action regarding Courthouse Janitorial Services Proposals:**
 - a. Two bids received to clean the courthouse twice a month (courtrooms, hallway and restrooms only)
 - b. Commissioner's discussed both contracts and took a vote
 - c. Motion to accept bid proposal from Sandy Dilts made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carried.

- 16. Consideration, discussion, and possible action regarding Kimble County Employee Policy Manual:**
 - a. Commissioners discussed possible changes to new language for the Kimble County Employee Handbook pertaining to:
 - i. Employee benefits
 - ii. Leave of absence
 - iii. Holiday pay for jailers & dispatchers
 - b. Motion to accept new language for the items referenced above made by Commissioner Simon, second by Commissioner Dunagan, all in favor, motion carried

- 17. Consideration, discussion, and possible action regarding Kimble County Courthouse move-out plan including authorization of issuance for a request for qualifications for a construction manager-risk:**
 - a. Justice of the Peace Josh Cantrell, tasked with over seeing the temporary courthouse annex buildings, provided an update on who things are coming along and when the buildings might be ready for move in.
 - b. Discussion moved to issuing an RFQ for a Construction Manager At Risk Services for the restoration of the courthouse
 - c. A Motion was made to move forward with the RFQ by Commissioner Simon, second by Commissioner Hoffman, all in favor, motion carried

d. Commissioner's gave instruction to the Clerk to publish the RFQ on the county website

18. Consideration and approval of bills, accounts, and authorization to pay bills and accounts including authorization of Amazon credit card account for Kimble County Library:

- a. Discussion to allow the Kimble County Library to have their own Amazon credit card took place. Motion to allow this request made by Commissioner Simon, second by Commissioner Shultz
- b. Discussion turned to approval of bills, accounts, and authorization to pay bills. Motion to pay made by Commissioner Dunagan, second by Commissioner Simon, all in favor, motion carried

19. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures:

- a. Motion brought by Commissioner Simon, second by Commissioner Dunagan, all in favor, motion carried

20. Adjournment.

- a. A motion to adjourn was made by Commissioner Dunagan, second by Commissioner Hoffman. All in favor, motion carried, meeting adjourned 11:51am.

There being no further business, Court adjourned this 10th day of January, 2023

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

KIMBLE COUNTY COMMISSIONERS COURT MEETING

Notice is hereby given that the Kimble County Commissioners Court will convene in the County Courtroom of the Kimble County Courthouse, 501 Main Street, Junction, Texas 76849,
at 9:00 a.m. on Tuesday, January 10, 2023

AMENDED AGENDA

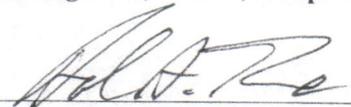
1. Call to order.
2. Convene meeting and establish quorum.
3. Public comments are welcome. Please limit comments to five minutes or less.
4. Consideration, discussion, and possible action regarding status of county roads and related matters, including report by county road supervisor regarding road conditions, maintenance, and repair.
5. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
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.
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 Re-Appointment of Child Welfare Board members Kelli Harames and Garvene Adams. Three-year terms that will expire on February 1, 2026.
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16. Consideration, discussion, and possible action regarding Kimble County Employee Policy Manual.
17. Consideration, discussion, and possible action regarding Kimble County Courthouse move-out plan including authorization of issuance for a request for qualifications for a construction manager-risk.
18. Consideration and approval of bills, accounts, and authorization to pay bills and accounts including authorization of Amazon credit card account for Kimble County Library.
19. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures.
20. Adjournment.

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

Filed January 6, 2023

at 2:28 o'clock P M

Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas


HAL ROSE, County Judge

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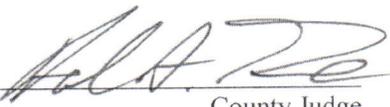
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19. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures.
20. Adjournment.

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

Filed January 5, 2023

at 4:30 o'clock P M

Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas


County Judge

COMMISSIONER'S COURT
REGULAR MEETING 1/10/2023

VISITORS PLEASE SIGN IN

- 1 Kelly Millican TDEM
- 2 Randy Mexican EOM
- 3 Andrew Burward.
- 4 GREG NEAL RBM/KINDER MORGAN
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TO: Kimble County Commissioners Court

From: Stephen Simmons Road and Bridge Supervisor

Date: January 10, 2023

Subject: Monthly Road and Bridge Report for December14, 2022 To January 10,2023

December19-22

KC 342 cut brush

Shop Building Tool room wall

KC 120 Repaired cattle guard

#2 Dump truck replaced air line and slack adjuster

December 27-29

Shop finished wall and cleaned

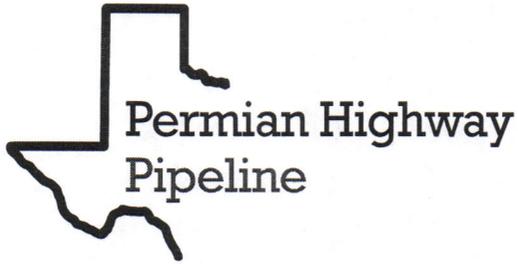
Checked on roads

Installed master cylinder on roller

January 2-5

KC 212 Hauling donated material and building road

KC 260 Blading in ground material



January 4, 2023

Kenneth Hoffman
Kimble County Precinct 4
PO Box 687
Junction, Texas 76849

**RE: PHP Acknowledgement of Compliance
Permanent Access Driveway - CR 472 west side, Kimble County**

Dear Commissioner Hoffman:

As we have previously discussed with you, Permian Highway Pipeline LLC ("PHP"), is in the process of enhancing the efficiency of its natural gas utility pipeline system (the "Pipeline") in Kimble County. PHP has identified a location on the west side of CR 472 where there exists a necessity to obtain permanent access to lands adjacent to the right-of-way for access to the Pipeline and its ancillary facilities. The location, width and dimensions of the proposed Permanent Access Drive (the "PAD") are identified on the attached drawings submitted herewith, and are compliant with the requirements for driveway construction in Kimble County Precinct 4.

By your signature below, this Acknowledgement of Compliance ("AOC"), shall commemorate Kimble County's acknowledgement that PHP is compliant with applicable Kimble County requirements pertaining to the proposed construction and use of the PAD and that no further action is required by PHP to construct and use same.

If you have any questions or would like to discuss this matter further, please contact me at your earliest convenience at (512) 924-6111 or by email gbneal@realitysearch.com. Additionally, PHP has established a project email, PHP_Project@kindermorgan.com and a 24-hour project toll free number, 1-800-315-0662 should you need to contact a Kinder Morgan company representative. Thank you for your acknowledgement and prompt attention to this matter.

Very truly yours,

Greg Neal
Representing Permian Highway Pipeline LLC

Judge Hal Rose
Kimble County

Commissioner Kenneth Hoffman
Kimble County Commissioner, Precinct 4



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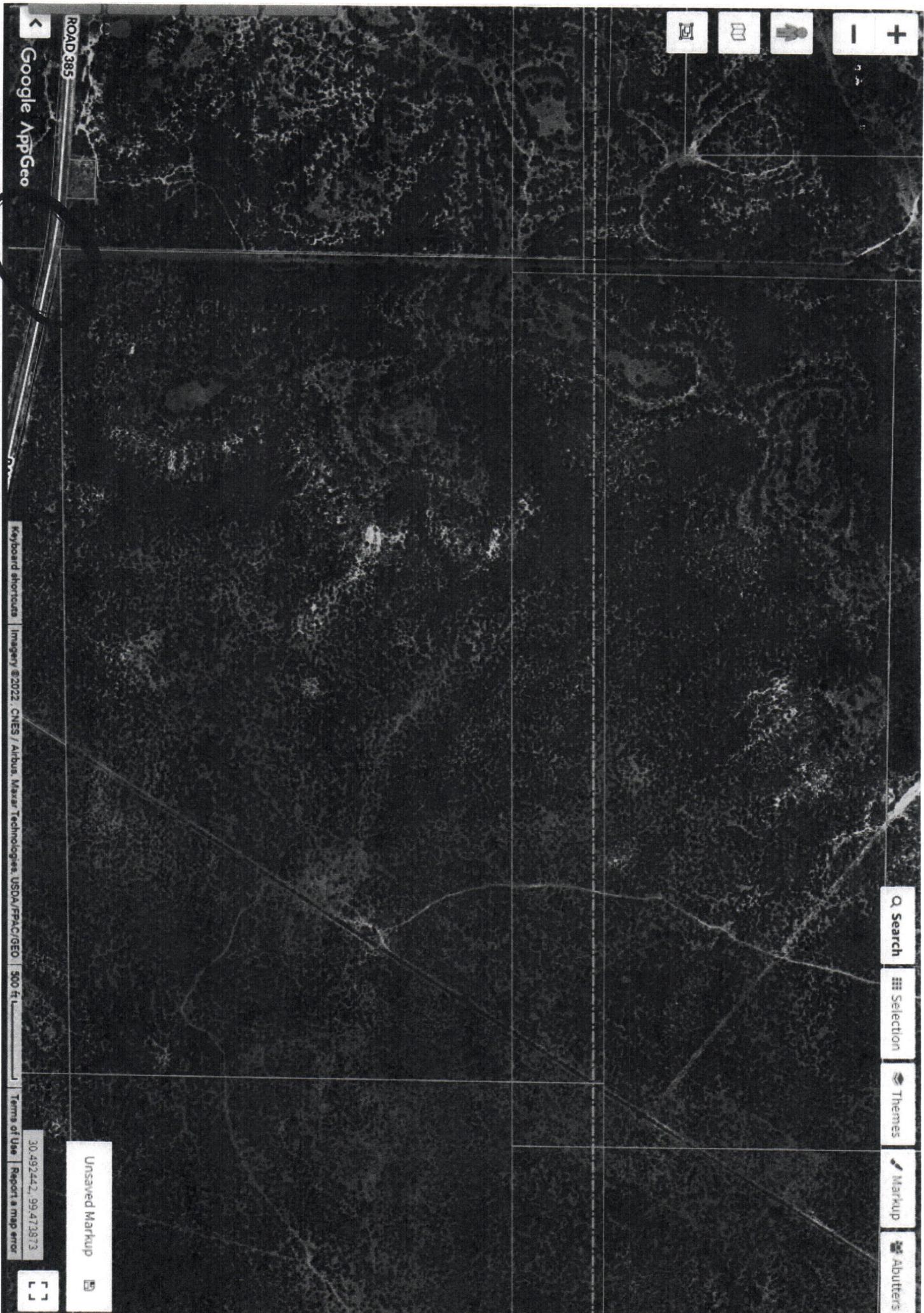
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ROAD 385
Google AppGeo

Keyboard shortcuts | Imagery ©2022, CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO | 500 ft L

Unsaved Markup

Private Road 540



Texas Department of Motor Vehicles

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FEE COLLECTION AND DISTRIBUTION REPORT

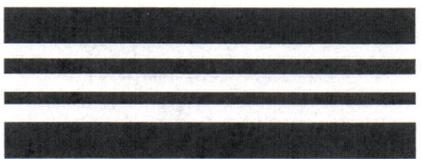
Registration and Title System Report

Date Range: 11/2022 - 11/2022

Start Month: November End Month: November Start Year: 2022 End Year: 2022
 Funds Category: All Office Category: County
 Office: All

Inventory Item Counts		
Item Description	Items Sold Count	Void Count
144-HOUR PERMIT	2	0
30 DAY PERMIT	9	0
72-HOUR PERMIT	3	0
BLUE DISABLED PLACARD	19	0
DISABLED PERSON PLT	1	0
EXEMPT DOUBLE PLT	2	0
EXEMPT SINGLE PLT	1	0
FARM TRK TRACTOR PLT	1	0
FARM TRLR PLT	3	0
ONE-TRIP PERMIT	2	0
PASSENGER-TRUCK PLT	24	0
PLATE STICKER	113	0
RED DISABLED PLACARD	7	0
TRLR PLT	10	0
WINDSHIELD STICKER	285	1
Total	482	1

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	12.50
BUYERS TAG	5.00
CLASSIC BLACK - SILVER D APL	0.00
CLASSIC BLACK - SILVER F APL	0.00
CLASSIC BLACK D RNW	8.33
CNTY ROAD BRIDGE ADD-ON FEE	3,200.00
DELQ TRANS PENALTY 2008	200.00
DISABLED VETERAN PLT	15.00
EMERGENCY MEDICAL SVCS PLT	8.00
INSPECTION FEE-1YR	1,995.00
INSPECTION FEE-CDEC	44.00
INSPECTION FEE-CW	110.00
INSPECTION FEE-NLTSI	16.50
INSPECTION FEE-TLMC	75.00
LARGE STAR WHITE/BLACK C RNW	175.00
MOBILITY / CLEAN AIR FEE	75.00
ONLINE DISCOUNT	(30.00)
P&H 144 HOUR PERMIT	100.00



Texas Department of Motor Vehicles

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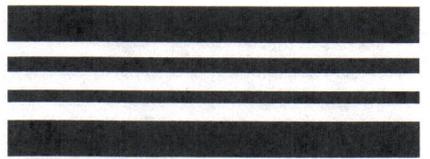
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 11/2022 - 11/2022

Registration and Title System Report

Start Month: November End Month: November Start Year: 2022 End Year: 2022 Office Category: County
Funds Category: All
Office: All

Fees Collected	
Accounting Fees Description	Amount (\$)
P&H 30-DAY PERMIT	225.00
P&H 72 HOUR PERMIT	75.00
P&H COMBINATION PLT	840.00
P&H IRP FUNDS INTERFACE	323.99
P&H MAIL IN FEE	71.25
P&H ONE TRIP PERMIT	10.00
P&H PLATE STICKER	3,399.75
P&H TMP PERMIT FEE	76.00
P&H TXO COMP	(60.00)
P&H TXO FEE	142.50
P&H WALK IN FEE	1,558.00
P&H WINDSHIELD STICKER	16,098.27
PERSONALIZED PLATE FEE	40.00
REG FEE-DPS	270.00
REGIS. CREDIT REMAINING	(159.73)
REPLACEMENT FEE	132.00
STATE PARKS DONATION	10.00
TEMPORARY DISABLED PLACARD	35.00
TRANSFER	87.50



Texas Department of Motor Vehicles

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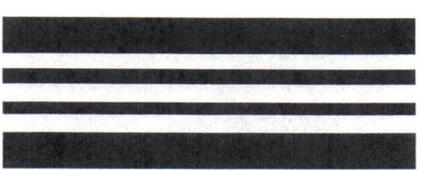
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 11/2022 - 11/2022

Registration and Title System Report

Start Month: November End Month: November Start Year: 2022 End Year: 2022 Office Category: County
Funds Category: All
Office: All

Fees Collected	
Accounting Fees Description	Amount (\$)
UNIV OF TEXAS AT AUSTIN PLT	30.00
VETERANS' FUND	5.00
WHITE-TAILED DEER PLT	30.00
WINDSHIELD STICKER	10.15
REGISTRATION - Sub Total	29,259.01
SALES TAX	
REGISTRATION EMISSIONS FEE	150.40
SALES TAX FEE	12,263.13
SALES TAX PENALTY FEE	160.75
TEPP TITLE FEE	765.00
SALES TAX - Sub Total	13,339.28
TITLE	
TITLE APPLICATION FEE	663.00
TITLE - Sub Total	663.00
YOUNG FARMER	
YOUNG FARMER PROGRAM	65.00
YOUNG FARMER - Sub Total	65.00
Total	43,326.29



Texas Department of Motor Vehicles

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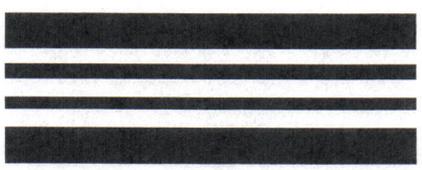
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 11/2022 - 11/2022

Registration and Title System Report

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION				
AUTOMATION FEE	199.00	0.00	0.00	199.00
BUYERS TAG	5.00	0.00	0.00	5.00
CO R & B FUND	10,460.26	10,460.27	0.00	20,920.53
CTY COMMISSIONS	0.00	1.90	0.00	1.90
DEIQ TRNSF CNTY	0.00	100.00	0.00	100.00
DEIQ TRNSF EDUC	50.00	0.00	0.00	50.00
DEIQ TRNSF FND6	50.00	0.00	0.00	50.00
DP CARD	35.00	0.00	0.00	35.00
INSP TCEQ-1	556.00	0.00	0.00	556.00
INSP TCEQ-3	1.00	0.00	0.00	1.00
INSP TCEQ-4	20.00	0.00	0.00	20.00
INSP TERP	70.00	0.00	0.00	70.00
INSP TMF-EMISS	4.00	0.00	0.00	4.00
INSP TXMBLTY-1	973.00	0.00	0.00	973.00
INSP TXMBLTY-3	70.00	0.00	0.00	70.00
INSP TXMBLTY-4	35.00	0.00	0.00	35.00
INSP TXONLINE-1	566.00	0.00	0.00	566.00
INSP TXONLINE-2	0.50	0.00	0.00	0.50
MBLTY / CLN AIR	20.00	0.00	0.00	20.00
OPT RD & B FEE	0.00	3,200.00	0.00	3,200.00

Run Date: 12/02/2022
Run Time: 10:16:49 AM



Texas Department of Motor Vehicles

Registration and Title System Report

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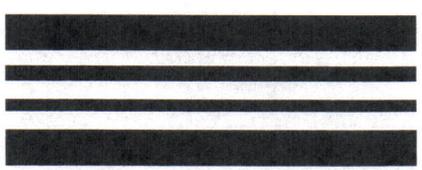
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 11/2022 - 11/2022

Start Month: November End Month: November Start Year: 2022 End Year: 2022 Office Category: County
 Funds Category: All
 Office: All

Funds Distribution					
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
P&H CNTY MAILIN	0.00	34.50	0.00	34.50	
P&H CNTY TMPT F	0.00	76.00	0.00	76.00	
P&H CNTY TXO	0.00	7.50	0.00	7.50	
P&H CNTY WALKIN	0.00	754.40	0.00	754.40	
P&H DMV COMP	788.85	0.00	0.00	788.85	
P&H TXO COMP	(60.00)	0.00	0.00	(60.00)	
P&H TXO DISCNT	(30.00)	0.00	0.00	(30.00)	
REG FEE-DPS	270.00	0.00	0.00	270.00	
REPL FEE \$6	77.00	55.00	0.00	132.00	
SP-PERSONALIZE	38.75	0.00	0.00	38.75	
SP-TXDOT VP CRD	(1.00)	0.00	0.00	(1.00)	
SP-UT AUSTIIN	22.00	0.00	0.00	22.00	
SP-WHITE TAIL	22.00	0.00	0.00	22.00	
SPL CNTY COMMSN	0.00	1.50	0.00	1.50	
SPL TXDMV PART	0.75	0.00	0.00	0.75	
SPL TXDOT PART	38.00	0.00	0.00	38.00	
STATE PARKS	10.00	0.00	0.00	10.00	
TRANS OF REGIS	43.75	43.75	0.00	87.50	

Run Date: 12/02/2022
Run Time: 10:16:49 AM



Texas Department of Motor Vehicles

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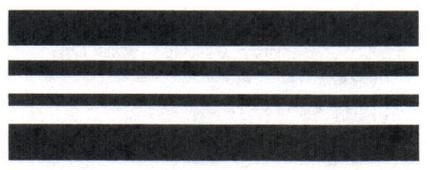
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 Funds Category: All
 Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
VENDOR DMV RNWL	11.99	0.00	0.00	11.99
VENDOR FD6 05%	8.55	0.00	0.00	8.55
VENDR CNTY CMSN	0.00	1.00	0.00	1.00
VETERANS' FUND	5.00	0.00	0.00	5.00
VNDRFD1 DMV 95%	162.79	0.00	0.00	162.79
REGISTRATION - Sub Total	14,523.19	14,735.82	0.00	29,259.01
SALES TAX				
REGIS EMISSIONS	0.00	0.00	150.40	150.40
SALES TAX	0.00	0.00	12,423.88	12,423.88
TERP TITLE FEE	0.00	0.00	765.00	765.00
SALES TAX - Sub Total	0.00	0.00	13,339.28	13,339.28
TITLE				
TITLE APPL FEES	153.00	255.00	0.00	408.00
TITLE APPL-COMP	255.00	0.00	0.00	255.00
TITLE - Sub Total	408.00	255.00	0.00	663.00
YOUNG FARMER				
YOUNG FARMER FD	0.00	0.00	65.00	65.00
YOUNG FARMER - Sub Total	0.00	0.00	65.00	65.00





RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 11/2022 - 11/2022

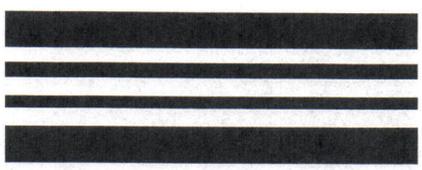
Start Month: November End Month: November Start Year: 2022 End Year: 2022 Office Category: County

Funds Category: All

Office: All



Funds Distribution				
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
Total	14,931.19	14,990.82	13,404.28	43,326.29



Fiscal Year to Date Recap Report

November 2022 (11/01/2022 - 11/30/2022)

12/21/2022 2:00:52PM

Totals for Entity: BPGKM BPP KIMBLE COUNTY Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	.0000
2010	8.89	0.00	8.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.89	.0000
2011	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.01	.0000
2012	20.64	0.00	20.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.64	.0000
2013	4.36	0.00	4.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.36	.0000
2014	6.67	0.00	6.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.67	.0000
2015	107.84	0.00	107.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.84	.0000
2016	122.84	0.00	122.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.84	.0000
2017	56.89	0.00	56.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.89	.0000
2018	102.06	0.00	102.06	36.97	0.00	0.00	36.97	4.44	14.74	11.23	0.00	67.38	65.09	.3622
2019	154.09	-1.54	152.55	67.78	0.00	0.00	67.78	8.13	18.48	18.87	0.00	113.26	84.77	.4443
2020	133.06	-1.54	131.52	52.64	0.00	0.00	52.64	6.32	9.08	13.61	0.00	81.65	78.88	.4002
2021	12,643.41	-11,041.60	1,601.81	1,357.39	0.00	0.00	1,357.39	68.66	32.62	38.24	0.00	1,496.91	244.42	.8474
2022	13,492.71	-9,060.07	4,432.64	3,022.49	0.00	0.00	3,022.49	0.00	0.00	0.00	0.01	3,022.50	1,410.15	.6819

Totals for All Delinquent Years

	13,381.95	-11,044.68	2,337.27	1,514.78	0.00	0.00	1,514.78	87.55	74.92	81.95	0.00	1,759.20	822.49	
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Totals for All Years:

	26,874.66	-20,104.75	6,769.91	4,537.27	0.00	0.00	4,537.27	87.55	74.92	81.95	0.01	4,781.70	2,232.64	2.74
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Refunds Paid:

				-401.26		0.00		0.00				-401.26		
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Effective Taxes Paid = Base Tax Pd + Under + Disc
 Amount Paid = Base Tax Pd + Penalty + Interest + Att. Fee+ Overage
 Balance = Adjusted Tax- Eff Taxes Paid

12/2/2022 2:00:52PM

Totals for Entity: **GKM** **KIMBLE COUNTY** Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1978	1.75	0.00	1.75	1.75	0.00	0.00	1.75	0.21	9.15	1.67	0.00	12.78	0.00	1.0000
1979	20.56	0.00	20.56	8.77	0.00	0.00	8.77	1.06	44.90	8.21	0.00	62.94	11.79	.4266
1981	28.24	0.00	28.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.24	.0000
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	144.29	0.00	144.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29	.0000
1997	178.80	0.00	178.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.80	.0000
1998	217.37	0.00	217.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.37	.0000
1999	157.12	0.00	157.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.12	.0000
2000	153.42	0.00	153.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.42	.0000
2001	76.97	0.00	76.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.97	.0000
2002	82.06	0.00	82.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.06	.0000
2003	840.39	0.00	840.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	840.39	.0000
2004	587.04	0.00	587.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	587.04	.0000
2005	643.00	0.00	643.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	643.00	.0000
2006	972.12	0.00	972.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	972.12	.0000
2007	830.41	0.00	830.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	830.41	.0000
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,095.82	0.00	1,095.82	15.48	0.00	0.00	15.48	1.86	22.84	8.05	0.00	48.23	1,080.34	.0141
2010	1,040.89	0.00	1,040.89	50.88	0.00	0.00	50.88	6.09	69.16	25.24	0.00	151.37	990.01	.0489
2011	1,225.54	0.00	1,225.54	22.29	0.00	0.00	22.29	2.67	28.48	10.68	0.00	64.12	1,203.25	.0182
2012	1,372.99	0.00	1,372.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,372.99	.0000
2013	1,743.64	0.00	1,743.64	89.04	0.00	0.00	89.04	10.69	84.80	35.56	0.00	220.09	1,654.60	.0511
2014	2,311.75	0.00	2,311.75	364.55	0.00	0.00	364.55	43.74	310.38	141.76	0.00	860.43	1,947.20	.1577
2015	3,748.96	0.00	3,748.96	413.14	0.00	0.00	413.14	49.58	315.69	155.69	0.00	934.10	3,335.82	.1102
2016	4,919.56	0.00	4,919.56	679.49	0.00	0.00	679.49	86.40	455.91	252.48	0.00	1,474.28	4,240.07	.1381

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

Fiscal Year to Date Recap Report

November 2022 (11/01/2022 - 11/30/2022)

12/2/2022 2:00:52PM

Totals for Entity: GKM KIMBLE COUNTY

Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2017	5,277.30	0.00	5,277.30	1,071.26	0.00	0.00	1,071.26	103.72	493.06	281.67	0.00	1,949.71	4,206.04	.2030
2018	10,862.75	-246.20	10,616.55	2,399.86	0.00	0.00	2,399.86	262.51	899.21	660.56	0.00	4,222.14	8,216.69	.2260
2019	16,818.00	-400.44	16,417.56	7,498.73	0.00	-1.68	7,497.05	882.00	2,056.11	2,051.24	0.00	12,488.08	8,920.51	.4566
2020	28,829.88	-766.41	28,063.47	16,061.32	0.00	-3.84	16,057.48	1,895.96	2,494.53	4,061.70	0.07	24,513.58	12,005.99	.5722
2021	1,007,357.33	-3,077.26	1,004,280.07	961,097.48	0.77	471.00	961,569.25	23,163.37	9,898.80	7,714.20	9.32	1,001,883.17	42,710.82	.9575
2022	4,019,018.46	-24,340.89	3,994,677.57	2,019,682.17	5.54	57,619.35	2,077,307.06	0.00	0.00	0.00	33.45	2,019,715.62	1,917,370.51	.5200
Totals for All Delinquent Years														
	1,092,936.26	-4,490.31	1,088,445.95	989,774.04	0.77	465.48	990,240.29	26,509.86	17,183.02	15,408.71	9.39	1,048,885.02	98,205.66	
Totals for All Years:														
	5,111,954.72	-28,831.20	5,083,123.52	3,009,456.21	6.31	58,084.83	3,067,547.35	26,509.86	17,183.02	15,408.71	42.84	3,068,600.64	2,015,576.17	4.90
Refunds Paid:														
				-8,697.17		-78.78		-2.94	-0.49	0.00	0.00	-8,700.60		

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

Fiscal Year to Date Recap Report

12/2/2022 2:00:52PM

November 2022 (11/01/2022 - 11/30/2022)

Totals for Entity: All

Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. Fee	Overage	Payments	Balance	%
1978	1.75	0.00	1.75	1.75	0.00	0.00	1.75	0.21	9.15	1.67	0.00	12.78	0.00	1.0000
1979	20.56	0.00	20.56	8.77	0.00	0.00	8.77	1.06	44.90	8.21	0.00	62.94	11.79	.4266
1981	28.24	0.00	28.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28.24	.0000
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	144.29	0.00	144.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29	.0000
1997	178.80	0.00	178.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.80	.0000
1998	217.37	0.00	217.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.37	.0000
1999	157.12	0.00	157.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.12	.0000
2000	153.42	0.00	153.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.42	.0000
2001	76.97	0.00	76.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.97	.0000
2002	82.06	0.00	82.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.06	.0000
2003	840.39	0.00	840.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	840.39	.0000
2004	587.04	0.00	587.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	587.04	.0000
2005	643.00	0.00	643.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	643.00	.0000
2006	983.31	0.00	983.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	983.31	.0000
2007	830.41	0.00	830.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	830.41	.0000
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,095.82	0.00	1,095.82	15.48	0.00	0.00	15.48	1.86	22.84	8.05	0.00	48.23	1,080.34	.0141
2010	1,049.78	0.00	1,049.78	50.88	0.00	0.00	50.88	6.09	69.16	25.24	0.00	151.37	998.90	.0485
2011	1,235.55	0.00	1,235.55	22.29	0.00	0.00	22.29	2.67	28.48	10.68	0.00	64.12	1,213.26	.0180
2012	1,393.63	0.00	1,393.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,393.63	.0000
2013	1,748.00	0.00	1,748.00	89.04	0.00	0.00	89.04	10.69	84.80	35.56	0.00	220.09	1,658.96	.0509
2014	2,318.42	0.00	2,318.42	364.55	0.00	0.00	364.55	43.74	310.38	141.76	0.00	860.43	1,953.87	.1572
2015	3,856.80	0.00	3,856.80	413.14	0.00	0.00	413.14	49.58	315.69	155.69	0.00	934.10	3,443.66	.1071
2016	5,042.40	0.00	5,042.40	679.49	0.00	0.00	679.49	86.40	455.91	252.48	0.00	1,474.28	4,362.91	.1348

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

Fiscal Year to Date Recap Report

November 2022 (11/01/2022 - 11/30/2022)

Page:

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Totals for Entity: All

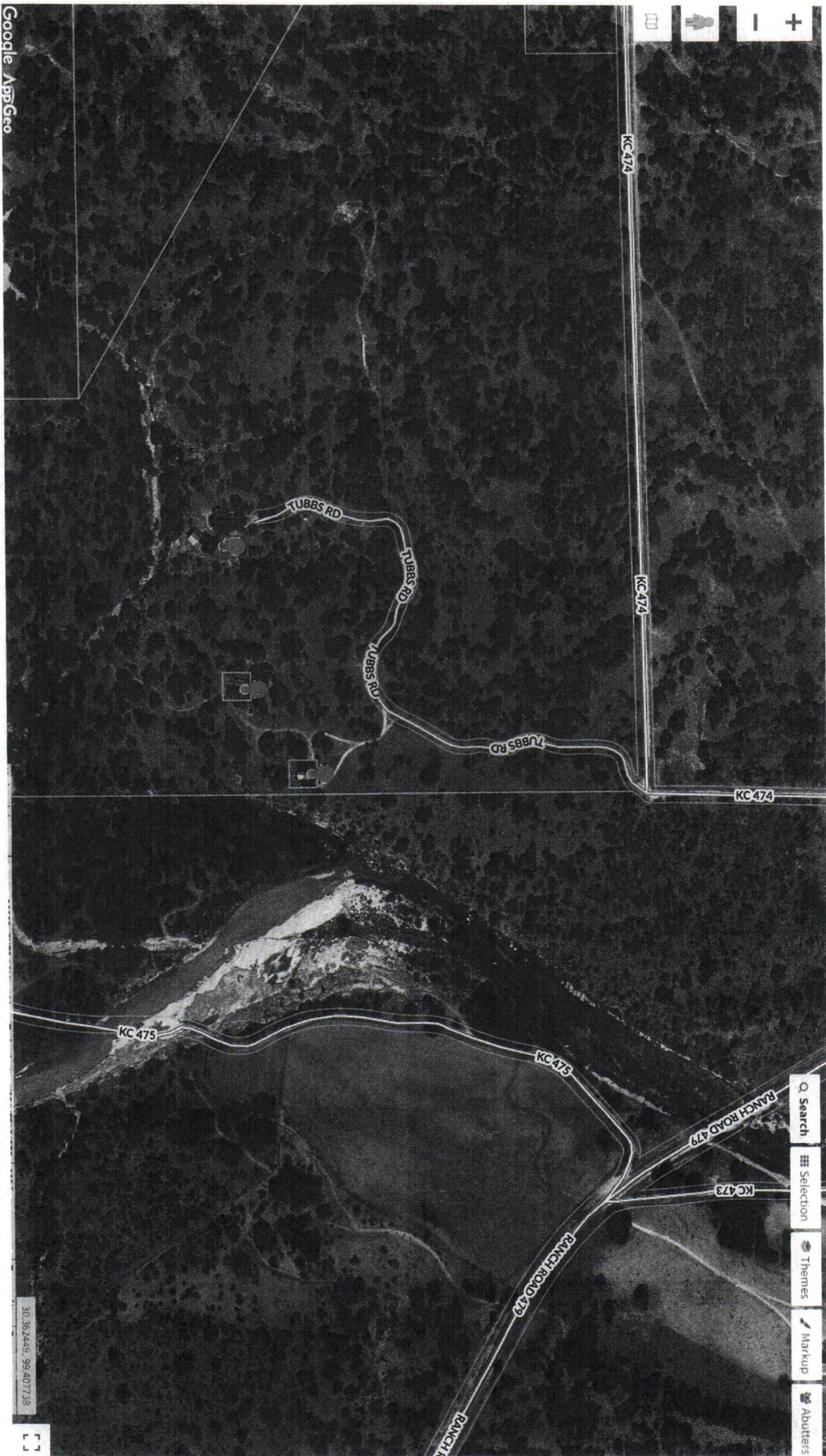
Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. Fee	Overage	Payments	Balance	%
2017	5,334.19	0.00	5,334.19	1,071.26	0.00	0.00	1,071.26	103.72	493.06	281.67	0.00	1,949.71	4,262.93	.2008
2018	10,964.81	-246.20	10,718.61	2,436.83	0.00	0.00	2,436.83	266.95	913.95	671.79	0.00	4,289.52	8,281.78	.2273
2019	16,972.09	-401.98	16,570.11	7,566.51	0.00	-1.68	7,564.83	890.13	2,074.59	2,070.11	0.00	12,601.34	9,005.28	.4565
2020	28,962.94	-767.95	28,194.99	16,113.96	0.00	-3.84	16,110.12	1,902.28	2,503.61	4,075.31	0.07	24,595.23	12,084.87	.5714
2021	1,020,000.74	-14,118.86	1,005,881.88	962,454.87	0.77	471.00	962,926.64	23,232.03	9,931.42	7,752.44	9.32	1,003,380.08	42,955.24	.9573
2022	4,032,511.17	-33,400.96	3,999,110.21	2,022,704.66	5.54	57,619.35	2,080,329.55	0.00	0.00	0.00	33.46	2,022,738.12	1,918,780.66	.5202
Totals for All Delinquent Years														
	1,106,318.21	-15,534.99	1,090,783.22	991,288.82	0.77	465.48	991,755.07	26,597.41	17,257.94	15,490.66	9.39	1,050,644.22	99,028.15	
Totals for All Years:														
	5,138,829.38	-48,935.95	5,089,893.43	3,013,993.48	6.31	58,084.83	3,072,084.62	26,597.41	17,257.94	15,490.66	42.85	3,073,382.34	2,017,808.81	4.89
Refunds Paid:														
				-9,098.43		-78.78		-2.94	-0.49	0.00	0.00		-9,101.86	

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



Whitney Gardner wants to name this road Running Bear. She will be building a house on this property. It is on the Judy Gardner Ranch and there are no other houses on this pt. of property. It will be a private road.



Tubbs Rd change to The Old Ranch Rd.

Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 12/2022 - 12/2022

Registration and Title System Report

Start Month: December End Month: December Start Year: 2022 End Year: 2022 Office Category: County

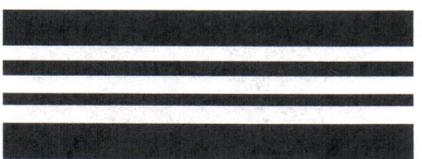
Funds Category: All

Office: All



Inventory Item Counts		
Item Description	Items Sold Count	Void Count
144-HOUR PERMIT	2	0
30 DAY PERMIT	8	0
BLUE DISABLED PLACARD	18	0
DISABLED PERSON PLT	1	0
FARM TRLR PLT	13	0
FARM TRUCK PLT	3	0
ONE-TRIP PERMIT	5	0
PASSENGER-TRUCK PLT	19	1
PLATE STICKER	141	0
RED DISABLED PLACARD	4	0
TRAVEL TRLR PLT	1	0
WINDSHIELD STICKER	391	2
Total	606	3

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	13.00
BUYERS TAG	10.00
CNTY ROAD BRIDGE ADD-ON FEE	4,130.00
DELINQUENT TRANSFER PENALTY	10.00
DELQ TRANS PENALTY 2008	825.00
DISABLED VETERAN PLT	6.00
DUPLICATE RECEIPT	2.00
INQUIRY	2.00
INSPECTION FEE-1YR	2,722.50
INSPECTION FEE-CDEC	66.00
INSPECTION FEE-CW	176.00
INSPECTION FEE-OBNDL	16.50
INSPECTION FEE-TLMC	67.50
INSPECTION FEE-TSI	8.25
MOBILITY / CLEAN AIR FEE	105.00
ONLINE DISCOUNT	(33.00)
P&H 144 HOUR PERMIT	100.00
P&H 30-DAY PERMIT	200.00



Texas Department of Motor Vehicles

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FEE COLLECTION AND DISTRIBUTION REPORT

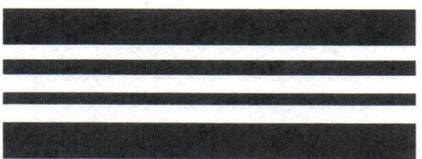
Date Range: 12/2022 - 12/2022

Registration and Title System Report

Start Month: December End Month: December Start Year: 2022 End Year: 2022 Office Category: County



Fees Collected	
Accounting Fees Description	Amount (\$)
P&H ANTIQUE PLT	50.00
P&H COMBINATION PLT	875.00
P&H MAIL IN FEE	185.25
P&H ONE TRIP PERMIT	25.00
P&H PLATE STICKER	2,961.00
P&H TMP PERMIT FEE	71.25
P&H TXO COMP	(66.00)
P&H TXO FEE	156.75
P&H WALK IN FEE	2,028.25
P&H WINDSHIELD STICKER	21,454.63
REG FEE-DPS	367.00
REGIS. CREDIT REMAINING	(94.39)
REPLACEMENT FEE	132.00
STATE PARKS DONATION	10.00
TEMPORARY DISABLED PLACARD	20.00
TEXAS 2000 C RNW	150.00
TEXAS A&M BLACK D RNW	175.00
TRANSFER	92.50
VETERANS' FUND	5.00





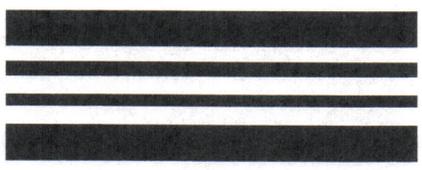
RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 12/2022 - 12/2022

Start Month: December End Month: December Start Year: 2022 End Year: 2022 Office Category: County Funds Category: All All

Fees Collected		Amount (\$)
Accounting Fees Description		
REGISTRATION - Sub Total		37,024.99
SALES TAX		
REGISTRATION EMISSIONS FEE		53.50
SALES TAX EMISSION FEE 1%		149.75
SALES TAX EMISSIONS FEE		437.50
SALES TAX FEE		11,668.75
SALES TAX PENALTY FEE		206.14
TERP TITLE FEE		660.00
SALES TAX - Sub Total		13,175.64
TITLE		
REBUILT FEE		65.00
TITLE APPLICATION FEE		572.00
TITLE - Sub Total		637.00
YOUNG FARMER		
YOUNG FARMER PROGRAM		65.00
YOUNG FARMER - Sub Total		65.00
Total		50,902.63



Texas Department of Motor Vehicles

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FEE COLLECTION AND DISTRIBUTION REPORT

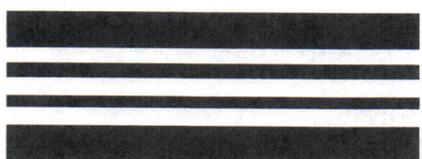
Date Range: 12/2022 - 12/2022

Registration and Title System Report



Funds Distribution					
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
REGISTRATION					
ANT TXDMV PART	50.00	0.00	0.00	50.00	
AUTOMATION FEE	262.50	0.00	0.00	262.50	
BUYERS TAG	10.00	0.00	0.00	10.00	
CO R & B FUND	12,787.62	12,787.62	0.00	25,575.24	
DELO TRANSFER	5.00	5.00	0.00	10.00	
DELO TRNSF CNTY	0.00	412.50	0.00	412.50	
DELO TRNSF EDUC	90.00	0.00	0.00	90.00	
DELO TRNSF FND6	322.50	0.00	0.00	322.50	
DP CARD	20.00	0.00	0.00	20.00	
DUPL RECEIPT	0.00	2.00	0.00	2.00	
INQUIRY FEES	0.00	2.00	0.00	2.00	
INSP TCEQ-1	750.00	0.00	0.00	750.00	
INSP TCEQ-3	1.50	0.00	0.00	1.50	
INSP TCEQ-4	28.00	0.00	0.00	28.00	
INSP TERP	110.00	0.00	0.00	110.00	
INSP TMF-EMISS	6.00	0.00	0.00	6.00	
INSP TXMBLTY-1	1,312.50	0.00	0.00	1,312.50	
INSP TXMBLTY-3	110.00	0.00	0.00	110.00	
INSP TXMBLTY-4	49.00	0.00	0.00	49.00	
INSP TXONLINE-1	766.00	0.00	0.00	766.00	

Run Date: 01/03/2023
Run Time: 10:06:55 AM



Texas Department of Motor Vehicles

RTS.FIN.012

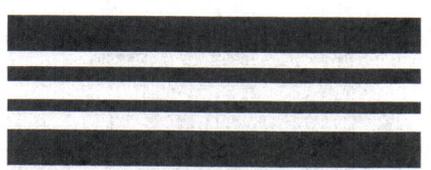
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 12/2022 - 12/2022

Registration and Title System Report

Start Month: December End Month: December Start Year: 2022 End Year: 2022 Office Category: County
 Funds Category: All
 Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
INSP TXONLINE-2	0.75	0.00	0.00	0.75
MBLTY / CLN AIR	28.00	0.00	0.00	28.00
OPT RD & B FEE	0.00	4,140.00	0.00	4,140.00
OUTFCNTY-CRDT	(64.00)	0.00	0.00	(64.00)
P&H CNTY MAILIN	0.00	89.70	0.00	89.70
P&H CNTY TMP T F	0.00	71.25	0.00	71.25
P&H CNTY TXO	0.00	8.25	0.00	8.25
P&H CNTY WALKIN	0.00	982.10	0.00	982.10
P&H DMV COMP	1,040.70	0.00	0.00	1,040.70
P&H TXO COMP	(66.00)	0.00	0.00	(66.00)
P&H TXO DISCNT	(33.00)	0.00	0.00	(33.00)
REG FEE-DPS	367.00	0.00	0.00	367.00
REPL FEE \$6	77.00	55.00	0.00	132.00
SPL TXDOT PART	6.00	0.00	0.00	6.00
STATE PARKS	10.00	0.00	0.00	10.00
TRANS OF REGIS	46.25	46.25	0.00	92.50
TX A&M UNIV 95%	128.25	0.00	0.00	128.25
VENDOR DMV RNWL	48.00	0.00	0.00	48.00



Texas Department of Motor Vehicles

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FEE COLLECTION AND DISTRIBUTION REPORT

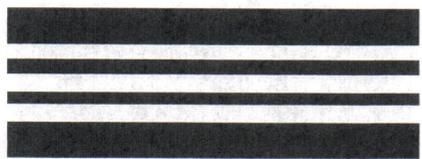
Date Range: 12/2022 - 12/2022

Registration and Title System Report

Start Month: December End Month: December Start Year: 2022 End Year: 2022 Office Category: County
 Funds Category: All
 Office: All



Funds Distribution					
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
VENDOR FD6 05%	13.85	0.00	0.00	13.85	
VETERANS' FUND	5.00	0.00	0.00	5.00	
VNDRFD1 DMV 95%	134.90	0.00	0.00	134.90	
REGISTRATION - Sub Total	18,423.32	18,601.67	0.00	37,024.99	
SALES TAX					
REGIS EMISSIONS	0.00	0.00	53.50	53.50	
SALES TAX	0.00	0.00	11,874.89	11,874.89	
SLSTX EMISSION1	0.00	0.00	149.75	149.75	
SLSTX EMISSIONS	0.00	0.00	437.50	437.50	
TEPP TITLE FEE	0.00	0.00	660.00	660.00	
SALES TAX - Sub Total	0.00	0.00	13,175.64	13,175.64	
TITLE					
REBUILT FEE1	50.00	0.00	0.00	50.00	
REBUILT FEE2	15.00	0.00	0.00	15.00	
TITLE APPL FEES	132.00	220.00	0.00	352.00	
TITLE APPL-COMP	220.00	0.00	0.00	220.00	
TITLE - Sub Total	417.00	220.00	0.00	637.00	
YOUNG FARMER					



Texas Department of Motor Vehicles

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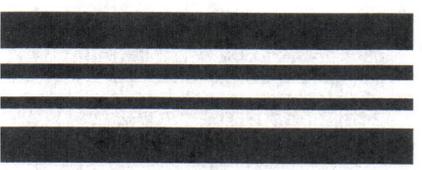
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 12/2022 - 12/2022

Registration and Title System Report

Start Month: December End Month: December Start Year: 2022 End Year: 2022 Office Category: County
Funds Category: All
Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
YOUNG FARMER FD	0.00	0.00	65.00	65.00
YOUNG FARMER - Sub Total	0.00	0.00	65.00	65.00
Total	18,840.32	18,821.67	13,240.64	50,902.63



1/3/2023 4:19:53PM

Totals for Entity: BPGKM BPP KIMBLE COUNTY

Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	.0000
2010	8.89	0.00	8.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.89	.0000
2011	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.01	.0000
2012	20.64	0.00	20.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.64	.0000
2013	4.36	0.00	4.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.36	.0000
2014	6.67	0.00	6.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.67	.0000
2015	107.84	0.00	107.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.84	.0000
2016	122.84	0.00	122.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.84	.0000
2017	56.89	0.00	56.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.89	.0000
2018	102.06	0.00	102.06	36.97	0.00	0.00	36.97	4.44	14.74	11.23	0.00	67.38	65.09	.3622
2019	154.09	-1.54	152.55	67.78	0.00	0.00	67.78	8.13	18.48	18.87	0.00	113.26	84.77	.4443
2020	133.06	-1.54	131.52	52.64	0.00	0.00	52.64	6.32	9.08	13.61	0.00	81.65	78.88	.4002
2021	12,643.41	-11,042.27	1,601.14	1,357.70	0.00	0.00	1,357.70	68.70	32.65	38.32	0.00	1,497.37	243.44	.8480
2022	13,492.71	-9,060.07	4,432.64	3,345.75	0.00	0.00	3,345.75	0.00	0.00	0.00	0.01	3,345.76	1,086.89	.7548
Totals for All Delinquent Years														
	13,381.95	-11,045.35	2,336.60	1,515.09	0.00	0.00	1,515.09	87.59	74.95	82.03	0.00	1,759.66	821.51	
Totals for All Years:														
	26,874.66	-20,105.42	6,769.24	4,860.84	0.00	0.00	4,860.84	87.59	74.95	82.03	0.01	5,105.42	1,908.40	2.81
Refunds Paid:														
				-401.26				0.00	0.00	0.00	0.00	-401.26		

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

Fiscal Year to Date Recap Report

12/01/2022-12/31/2022

1/3/2023 4:19:53PM

Totals for Entity: All

Fiscal Year: 2022

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	.0000
2010	8.89	0.00	8.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.89	.0000
2011	10.01	0.00	10.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.01	.0000
2012	20.64	0.00	20.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.64	.0000
2013	4.36	0.00	4.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.36	.0000
2014	6.67	0.00	6.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.67	.0000
2015	107.84	0.00	107.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.84	.0000
2016	122.84	0.00	122.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.84	.0000
2017	56.89	0.00	56.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56.89	.0000
2018	102.06	0.00	102.06	36.97	0.00	0.00	36.97	4.44	14.74	11.23	0.00	67.38	65.09	.3622
2019	154.09	-1.54	152.55	67.78	0.00	0.00	67.78	8.13	18.48	18.87	0.00	113.26	84.77	.4443
2020	133.06	-1.54	131.52	52.64	0.00	0.00	52.64	6.32	9.08	13.61	0.00	81.65	78.88	.4002
2021	12,643.41	-11,042.27	1,601.14	1,357.70	0.00	0.00	1,357.70	68.70	32.65	38.32	0.00	1,497.37	243.44	.8480
2022	13,482.71	-9,060.07	4,432.64	3,345.75	0.00	0.00	3,345.75	0.00	0.00	0.00	0.01	3,345.76	1,086.89	.7548
Totals for All Delinquent Years														
	13,381.95	-11,045.35	2,336.60	1,515.09	0.00	0.00	1,515.09	87.59	74.95	82.03	0.00	1,759.66	821.51	
Totals for All Years:														
	26,874.66	-20,105.42	6,769.24	4,860.84	0.00	0.00	4,860.84	87.59	74.95	82.03	0.01	5,105.42	1,908.40	2.81
Refunds Paid:														
				-401.26		0.00		0.00		0.00	0.00	-401.26		

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

Lease Agreement



Customer: KIMBLE, COUNTY OF

BillTo: COUNTY OF KIMBLE
 TREASURER'S OFFICE
 501 MAIN ST
 JUNCTION, TX 76849-4743

Install: COUNTY OF KIMBLE
 TREASURER'S OFFICE
 501 MAIN ST
 JUNCTION, TX 76849-4743

State or Local Government Negotiated Contract : 072816000

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. B7125S2 (XEROX B7125 STAND OS)	- No Post Script - Dual Band Wireless - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC 5325 S/N AE7177372 Trade-In as of Payment 74	1/12/2023

Monthly Pricing

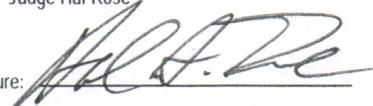
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B7125S2	\$76.49	1: Black and White Impressions	All Prints	\$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$76.49	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Judge Hal Rose

Phone: (325)446-2724

Signature: 

Date: 1/12/23

Thank You for your business!
 This Agreement is proudly presented by Xerox and

Larry Gleason
(830)896-3131

For information on your Xerox Account, go to www.xerox.com/AccountManagement

Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

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

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

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; B7125S2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

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



CONCHO VALLEY
COUNCIL OF GOVERNMENTS

**DESIGNATION OF CONCHO VALLEY COUNCIL OF GOVERNMENTS'
EXECUTIVE COMMITTEE AND GENERAL ASSEMBLY MEMBER
REPRESENTING MEMBER OF GOVERNMENTS IN KIMBLE COUNTY**

The Commissioner's Court for Kimble County met on January 10, 2023 and designated Hal Rose, to be a member of the Concho Valley Council of Governments' Executive Committee and General Assembly representing member of governments in Kimble County.

Hal Rose, County Judge

Attest:

Karen E. Page, Clerk

Please return to:
Concho Valley Council of Governments
5430 Link Rd
San Angelo, TX 76904

Please indicate below the mailing address and phone number where the member wishes to receive CVCOG mail and telephone contacts.

Kimble County Judge

501 main St

Junction Tx 76849

Cell # 325-215-3732

Email: hal.rose@co.kimble.tx.us

9600 / y

Courthouse Cleaning Proposal

1st time clean \$ 250.00

\$100.00 per cleaning

\$800.00 / Month

Will clean twice a week

Cleaning will include Bathrooms on the top floor and the bottom floor

Courtrooms District and County plus the Grand Jury room

Trash for all offices and common areas

Floors in the bathrooms and hallways.

Glass doors

Thank You

Sandy Dilts

830-928-3385

KIMBLE COUNTY

EMPLOYEE HANDBOOK

KIMBLE COUNTY
EMPLOYEE HANDBOOK

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EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I have received a copy of the Kimble County Employee Handbook that outlines my benefits and obligations as a County employee. I understand that I am responsible for reading and familiarizing myself with the information in this handbook and understand that it contains general personnel policies of the County. If I need clarification on any of the information in this handbook, I will contact my immediate supervisor.

I further understand that the Kimble County Employee Handbook is not a contract of employment. I understand that I am an at-will employee and that my employment may be terminated by either myself or the County, at any time, with or without cause, and with or without notice.

I understand that this employee handbook is intended to provide guidance in understanding Kimble County’s policies, practices and benefits. I understand that Kimble County retains the right to change this handbook at any time, and to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that as a Kimble County employee, I am expected to provide quality service to the public; to work towards the highest degree of safety possible for my fellow workers’, to continually make suggestions for improvements, and to display a spirit of team work and cooperation.

I understand that I may be subject to reasonable suspicion or post-accident drug and alcohol testing. If I am required to have a Commercial Driver’s License (CDL) for my county position, I will be subject to random, reasonable suspicion, post-accident and follow-up drug and alcohol testing.

I have read these policies and understand these policies and I agree to abide by and adhere to these policies.

Printed Name of Employee

Signature of Employee

Date Signed

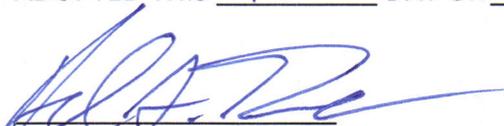
**COUNTY OF KIMBLE
COMMISSIONERS COURT ORDER**

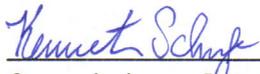
WHEREAS the Kimble County Commissioners Court desires to provide the employees of Kimble County with a uniform format for dealing with various employment related issues; and

WHEREAS the Kimble County Commissioners Court wish to adequately communicate to employees the policies and procedures of the County:

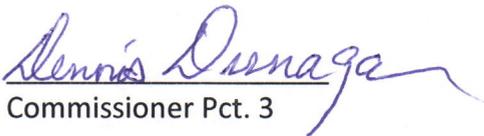
THEREFORE, BE IT RESOLVED that the Kimble County Commissioners Court and hereby approve, and adopt, the KIMBLE COUNTY EMPLOYEE HANDBOOK.

ADOPTED THIS 10th DAY OF January, 2023

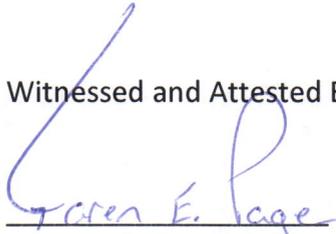

County Judge


Commissioner Pct. 1


Commissioner Pct. 2


Commissioner Pct. 3


Commissioner Pct. 4

Witnessed and Attested By:

County Clerk



RESOLUTION FOR KIMBLE COUNTY

I the undersigned have read the Kimble County Employee Handbook that the Kimble County Commissioner's Court has adopted. As an ELECTED OFFICIAL of Kimble County, I endorse and approve the Employee Handbook. I approve the document as it reflects my commitment to Kimble County employees and it reflects my commitment to conform to appropriate state and federal laws.

I agree to be bound by the terms and conditions of the Kimble County Employee Handbook, as witnessed by my signatures below.

Printed Name of Elected Official

Office of Elected Official

Signature of Elected Official

Date Signed

Kimble County Employee Handbook

Welcome to Kimble County!

We are excited to have you as an employee of Kimble County. You were hired because the elected official, appointed official or department head believes you can contribute to the success of Kimble County, and share our commitment to serving the public and our constituents with excellence.

Kimble County is committed to providing excellent service to the public in all of our county offices. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your career here.

This employee handbook contains some key policies, benefits, and expectations of Kimble County, and other information you will need. Each elected or appointed official may have detailed policy and procedures for their office.

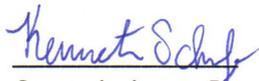
Your job is essential to fulfilling our mission of serving our county constituents every day and to meet or exceed their expectations. We achieve this through dedicated hard work and commitment from every Kimble County employee. You should use this handbook as a ready reference as you pursue your career with Kimble County. Please consult with your elected official, appointed official or department head regarding questions you may have concerning this employee handbook.

Welcome aboard!

Sincerely,



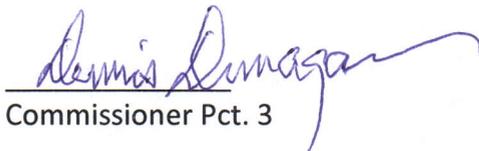
County Judge



Commissioner Pct. 1



Commissioner Pct. 2



Commissioner Pct. 3



Commissioner Pct. 4

SECTION 1: GENERAL POLICIES

A. COUNTY EMPLOYMENT

1A-1 EMPLOYMENT AT-WILL

All employment with Kimble County shall be considered “at will” employment. No contract of employment shall exist between any individual and Kimble County for any duration, either specified or unspecified. No provision of this employee handbook shall be construed as modifying your employment at will status.

Kimble County shall have the right to terminate the employment of any employee for any legal reason, or no reason, at any time either with or without notice.

Kimble County shall also have the right to change any condition, benefit, policy, or privilege of employment at any time, with or without notice. Employees of Kimble County shall have the right to leave their employment with the County at any time, with or without notice.

1A-2 EMPLOYEE STATUS POLICY

Each county position has an employee status that identifies how the position is paid and how benefits are granted by Commissioners Court. The status of an employee cannot be changed without the approval of the Commissioners Court. This policy defines both health insurance and retirement benefits. Full time employees will be eligible for health insurance. All other classifications must be included in the county initial and/or standard measurement periods for the Affordable Care Act.

Regular Full Time: A full time employee shall be any employee in a position who has a normal work schedule of 35 hours per week. Full time employees are eligible for county health insurance and retirement benefits. Other county policies will dictate eligibility for other benefits. Employees may be non-exempt, hourly employees or exempt employees. Non-exempt employees are eligible for overtime compensation. Exempt employees are not eligible for overtime compensation. Kimble County makes exempt status determination based on the Fair Labor Standards Act.

Modified Full time: A modified full time employee shall be any employee in a position who has a normal work schedule of less than forty (40) hours per week, but more than thirty (30) hours per week. Modified full time employees are eligible for county health insurance and retirement benefits. Other county policies will dictate eligibility for other benefits.

Regular Part Time: A part time employee shall be any employee in a position who has a normal work schedule of less than thirty (30) hours per week. All regular part time employees must be placed on TCDRS retirement regardless of the number of hours worked per week. Other county policies will dictate eligibility for other benefits.

Temporary Seasonal: A seasonal employee shall be any employee who is hired into a position that lasts six (6) or less months and begins at approximately the same time each year. Examples may include, but are not limited to, lifeguards, summer mowers, and election workers. Seasonal employees can be either part time or full time, and they may qualify for health insurance through the county under the Affordable Care Act depending on the number of hours worked per week, and the length of employment. Temporary seasonal employees are not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

Temporary Part Time: A temporary short term part time employee shall be any employee who is expected to work less than thirty (30) hours each week in a position that is expected to last for a specific period of time or until a specific project is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into a regular part time status. Temporary short term part time employees are not entitled to any benefits under the Affordable Care Act and are also not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

Temporary Full Time: A temporary short term full time employee shall be any employee who is expected to work for thirty (30) or more hours each week in a position that is expected to last for a specific period of time or until a specific program is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into a regular full time status. Temporary short term full time employees are not eligible for retirement benefits under TCDRS. Temporary full time employees will be eligible under the Affordable Care Act for county health benefits. Other county policies will dictate eligibility for other benefits.

Temporary Regular Variable Hour: A temporary variable hour employee shall be any employee for whom the county cannot determine the average amount of hours that the employee will work each week – hours are variable or indeterminate at the time of the employee’s start date. This position will be expected to last for a specific period of time or until a specific program is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into either a Regular Full Time position or a Regular Part Time position. If the employee works an average of thirty (30) or more hours a week in the measurement period, the employee will be eligible for health insurance through the county under the Affordable Care Act. If an employee’s schedule becomes regular, then the employee shall be reclassified as temporary full time or temporary part time depending on the hours worked. Temporary variable hour employees are not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

1A-3 EQUAL EMPLOYMENT OPPORTUNITY

Kimble County is an equal opportunity employer. The county will not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, including lesbian, gay, bi-sexual or transgender status, age, genetic information, pregnancy, veteran status, disability, or any other condition or status protected by law in hiring, promotion, demotion, raises, termination, training, discipline, use of employee facilities or programs, or any other benefit, condition, or privilege of

employment except where required by state or federal law or where a bona fide occupational qualification exists. If an employee needs an accommodation as a result of a condition or status protected by law, please advise your elected official, appointed official, department head or the county attorney.

1A-4 AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT

It is the policy of Kimble County to prohibit any harassment of, or discriminatory treatment of employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels they have been subject to such treatment, or has witnessed such treatment, the situation should be reported to your elected official, appointed official, department head or the county attorney. All elected officials, appointed officials, department heads and employees with responsibilities requiring knowledge are instructed to treat the employee's disability with confidentiality.

It is Kimble County's policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the county. In accordance with the Americans with Disabilities Act, as amended (ADAAA), reasonable accommodations may be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs, or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment, and all employees. If you require accommodation, please contact your elected official, appointed official, department head or the county attorney. Reasonable accommodation shall be determined through an interactive process of consultation.

1A-5 PERSONNEL FILES

The Kimble County Treasurer department will retain basic employee information in an individual personnel file. This file will include all pertinent employment documents such as resume, application, W-2, as well as, records concerning performance, discipline and compensation.

It is important that the personnel records of Kimble County be accurate at all times. In order to avoid issues, compromising your benefit eligibility or having W2's returned, Kimble County requests employees to promptly notify the appropriate personnel representative of any change in name, home address, telephone number, marital status, number of dependents, or of any other pertinent information.

The Public Information Act allows county employees to keep their home addresses, home telephone numbers, social security numbers, emergency contact information, and information that reveals whether the employee has family members confidential. Employees may keep this information private by requesting in writing not to allow this information to be released to the public no later than 14 days after their first day of employment.

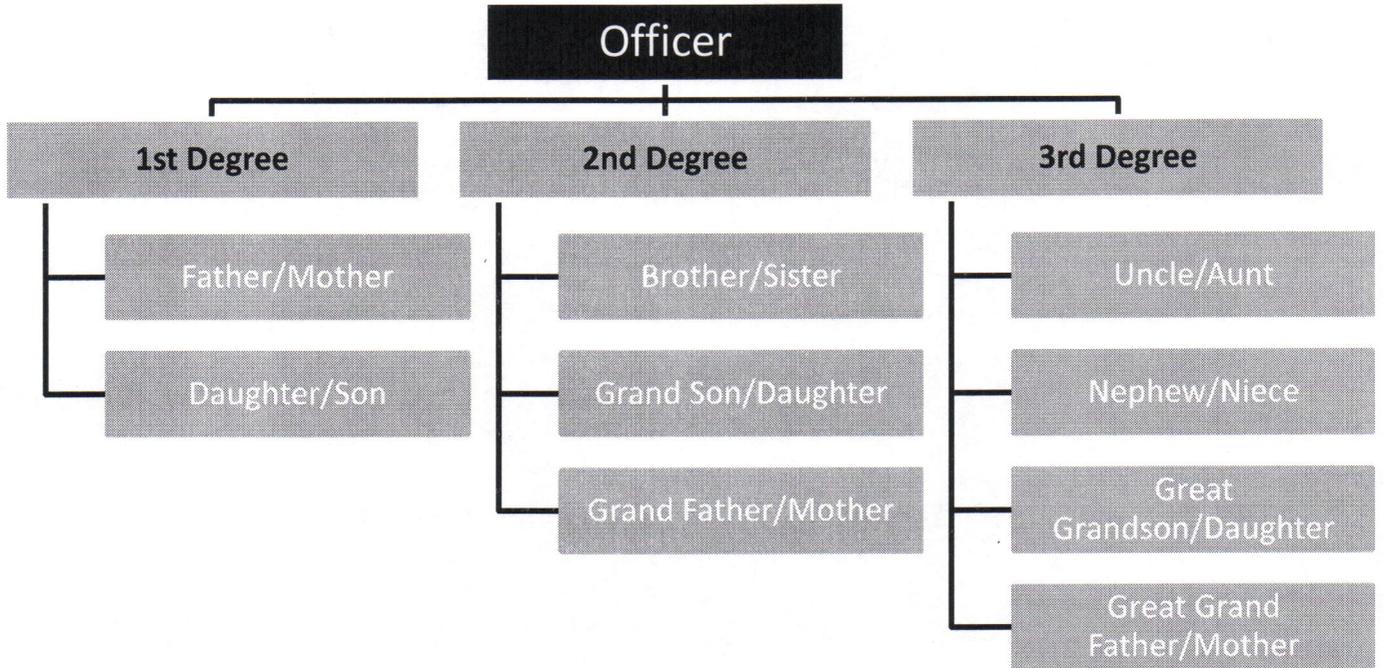
1A-6 NEPOTISM

Texas Government Code Chapter 573, a Public Official of Kimble County is prohibited from hiring a relative related within the third degree of consanguinity (blood) or within the second degree of affinity (marriage) to work in a department that they supervise or exercise control over.

A degree of relationship is determined under Texas Government Code Chapter 573. (See the charts that follow.)

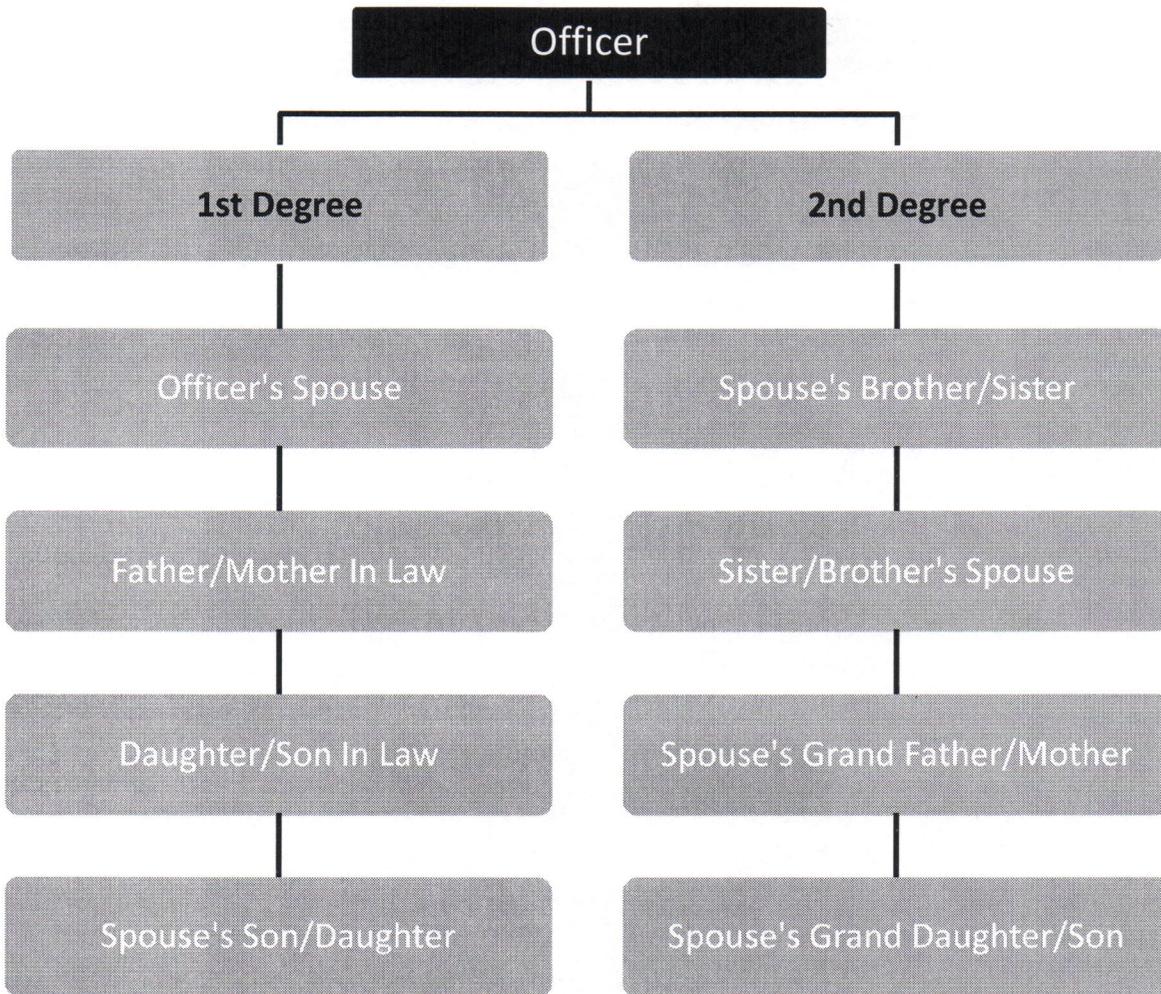
CONSANGUINITY KINSHIP CHART

(Relationship by Blood)



AFFINITY KINSHIP CHART

(Relationship by Marriage)



B. WORK RULES AND EMPLOYEE RESPONSIBILITY

1B-1 ATTENDANCE

As a Kimble County employee you are expected to be punctual and demonstrate consistent attendance.

Each employee shall report to work on each day they are scheduled to work and at the starting time set by their supervisor unless prior approval for absence is given by the supervisor or the employee is unable to report for work because of circumstances beyond the control of the employee. If an employee is unable to be at work at their normal reporting time, they shall be responsible for notifying their supervisor at least 1 (one) hour(s) prior to the scheduled start of their shift or as soon as it is reasonably practicable in the case of an emergency.

Each employee shall remain on the job until the normal quitting time established by the supervisor unless permission to leave early is given by the supervisor.

Each supervisor is responsible for determining if an unscheduled absence or tardiness is to be classified as excused or unexcused, based on the circumstances causing the absence or tardiness. Frequent unexcused absences or tardiness, as determined by your immediate supervisor, may make an employee subject to disciplinary measures, up to and including termination of employment.

An employee who does not report for work for three (3) consecutive scheduled work days, and who fails to notify their supervisor, shall be considered to have resigned their position by abandonment.

1B-2 DRESS CODE

Kimble County expects all employees to be well groomed, clean, and neat at all times. Each official or department head will determine the type of attire that is acceptable. Employees are required to act in a professional manner at all times and extend the highest courtesy to co-workers and to the public being served. A cheerful and positive attitude is essential to our commitment to customer service.

1B-3 SMOKE FREE WORKPLACE

Kimble County endeavors to provide a healthy environment. Kimble County is a smoke-free workplace. Therefore, no smoking or vaping is allowed within ten (10) feet of the exterior entranceways or in County vehicles.

1B-4 CONFLICT OF INTEREST

Employees of Kimble County shall not engage in any employment, relationship, or activity which could be viewed as a conflict of interest because of the potential or appearance of affecting the employee's job efficiency, or which would reduce their ability to make objective decisions in regard to their work and responsibility as a Kimble County employee.

Employees involved in conflict of interest situations shall be subject to discipline, up to and including termination and these actions may have criminal consequences for employees.

Activities which constitute a conflict of interest shall include but not be limited to:

- 1) Soliciting, accepting, or agreeing to accept a financial benefit, gift, or favor, other than from the County, that might reasonably tend to influence the employee's performance of duties for the County or that the employee knows or should know is offered with the intent to influence the employee's performance;
- 2) Accepting employment, compensation, gifts, or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties;
- 3) Accepting outside employment, compensation, gifts, or favors that might reasonably tend to impair independence of judgment in performance of duties for the County;
- 4) Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and their duties for the County; or
- 5) Soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a County employee in favor of that person.

1B-5 HARASSMENT

Kimble County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, including lesbian, gay, bi-sexual or transgender status, sexual orientation or gender identity, race, color, religion, national origin, age, genetic information, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct is used as the basis for an employment decision; or (3) the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Kimble County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business.

Employees who feel they have been harassed should immediately report the situation to the elected official, appointed official or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the

official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly. While all claims of harassment shall be handled with discretion, there can be no complete assurance of full confidentiality. The official or department head to which a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy. Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected official, appointed official, or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment or retaliation has occurred, up to and including termination.

1B-6 SEXUAL HARASSMENT

Sexual harassment is strictly prohibited by Kimble County, whether committed by an elected official, an appointed official, a department head, a co-worker or a non-employee the county does business with. It is the policy of Kimble County to provide a work place free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware.

Employees engaging in sexual harassment shall be subject to discipline, up to and including termination of employment. Sexual harassment shall include, but not be limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where: (1) the submission to such conduct is either an expressed or implied condition of employment; or (2) the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

All claims of sexual harassment shall be taken seriously and investigated promptly and thoroughly. While all claims of sexual harassment shall be handled with discretion, there can be no complete assurance of full confidentiality.

Employees who feel they have been sexually harassed should immediately report the situation to the elected official, appointed official or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly. The official or department head to which a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Use the following procedures so that your complaint maybe resolved quickly and fairly.

- a) When practical, confront the harasser and ask them to stop the unwanted behavior.
- b) Record the time, place and specifics of each incident, including any witnesses.
- c) Report continuing sexual harassment to the Elected Official, Appointed Official, or Department Head who is responsible for your department or to the County Judge or the County Attorney.
- d) If a thorough investigation reveals that unlawful sexual harassment has occurred, Kimble County will take effective remedial action in accordance with the circumstances, up to and including termination.

Retaliation against an employee who reports sexual harassment or who cooperates as a witness in the investigation is prohibited by law as well as this policy.

Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected official, appointed official or department head who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Reporting or failing to report claims in accordance with the procedure given in this policy shall not limit other legal recourse an employee may have in regard to sexual harassment charges.

1B-7 POLITICAL ACTIVITY

Employees of Kimble County shall have the right to support candidates of their choice and to engage in political activity during their personal time.

County employees shall not: 1) Use their official authority or influence to interfere with or affect the result of any election or nomination for office; 2) Directly or indirectly coerce, attempt to coerce, command, or advise another person to pay, lend, or contribute anything of value to a

party, committee, organization, agency, or person for a political reason; or 3) Use any equipment, property or material owned by the County for political activity or engage in political activity while on duty for the County.

1B-8 OUTSIDE EMPLOYMENT

Kimble County employees are expected to give their full and undivided attention to their job duties. They should not use Kimble County facilities or equipment or their association with Kimble County to carry on a private business or profession. Unless express approval is obtained in advance and in writing from their immediate supervisor, county employees should not engage in a profit-making business nor become involved with a non-profit organization outside of their employment with Kimble County that interferes with the employee's assigned duties with Kimble County.

1B-9 BREAKS

The Patient Protection and Affordable Care Act amended the Fair Labor Standards Act to require reasonable breaks for nursing mothers to express breast milk. The Texas Right to Express Breast Milk in the Workplace Act also imposes duties on public employers and, under other state law, is applicable for the duration of a nursing mother's need to express breast milk. Kimble County supports the practice of expressing breast milk.

Kimble County will provide reasonable paid breaks for a nursing mother to express breast milk. The nursing mother will be allowed whatever time is needed to express breast milk.

The County will provide the nursing mother with a private location, other than a bathroom. The location will be shielded from view and free from intrusion and appropriate for expressing breast milk. The specific location will be determined on a case by case basis.

Kimble County does not allow any retaliation against a nursing mother for asking for this break. Nursing mothers are entitled to this break for the duration of the time they are expressing breast milk. A reasonable accommodation will be given for the needs of employees who express breast milk. An employees of the county who needs to express breast milk may not be discriminated against.

All other employee breaks are determined by each official or department head and are not required to be given. If your department provides you with a break, it may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for a nursing mother; however, if paid breaks are provided for employees, a nursing mother must be given the same amount of paid break time.

1B-10 GRIEVANCES

Any employee having a grievance related to their job should discuss the grievance with their immediate supervisor.

If the discussion with the immediate supervisor does not resolve the grievance, and, if the immediate supervisor is not the elected or appointed official with final responsibility for the employee's department, the employee shall have the right to discuss the grievance with that official.

The decision of the elected or appointed official with final responsibility for the employee's department shall be final in all grievances.

1B-11 DISCIPLINE

Each supervisor shall have the authority to administer discipline to employees in their department for poor performance, violation of policies, disruptive behavior, or any other behavior or activity which the supervisor feels is not acceptable as it relates to the employee's job or the best interest of the department or County.

Depending on the severity of the situation, discipline may range from informal counseling up to and including immediate termination.

All County employees are "at will" employees and nothing in this policy gives an employee any contract of employment, guarantee of any duration of employment, or any other property interest in their job.

Kimble County retains the right to terminate the employment of any individual at any time for any legal reason, or no reason, with or without notice. The County also retains the right to change any condition, benefit, privilege, or policy of employment at any time, with or without notice.

1B-12 LICENSE AND CERTIFICATIONS

Kimble County has many positions that require licenses and certifications. It is the responsibility of each employee to maintain all required licenses and certifications. If an employee is unable to renew or loses a license or certification, they must immediately notify their supervisor. If this license is a requirement for the position, the employee may be demoted, transferred or terminated. Under no circumstances will the employee be allowed to continue in the position where a license or certification is required if failure to have such license or certification is illegal under either Federal or State Law.

1B-13 WEATHER CLOSINGS AND EMERGENCIES

As a general practice, Kimble County does not close its operations unless the health, safety, and security of county employees are seriously brought into question. When this happens, either because of severe weather conditions or other emergencies, the County Judge is responsible for initiating the closing.

The County Judge will notify the following entities for a public announcement: Local Newspaper, Radio Station, County Website and Social Media accounts. Announcements of an emergency closing will, to the extent possible, specify the starting and ending times of the closing. However, each elected official controls the working hours of their employees, even in an emergency situation.

Many county departments are continuous operating public safety and service departments. Many county personnel will be required to work during emergency closings. Each official or department head is responsible for designating their own employees and providing alternate information to personnel designated as essential during emergency closings. Public safety will be foremost in the development of departmental emergency action plans.

1B-14 CONFIDENTIALITY

Kimble County is a public entity, however, some county employees acquire confidential (confidential, non-public) information as a result of their position with the county. This information must be protected. Employees who reveal confidential (confidential, non-public) information they have received as a result of their position may be subject to discipline up to and including termination.

Regarding the personnel information on employees of Kimble County; much of the information in an employee's personnel file, including salary and job evaluations is subject to disclosure under the Public Information Act, however, highly personal matters are typically not subject to disclosure. The county will adhere to the Public Information Act requirements.

1B-15 WHISTLEBLOWER

An employee may, in good faith, report an alleged violation of a Kimble County Policy or federal or state law to their supervisor, department head, or the County Judge, unless all of these persons are the alleged perpetrators of the alleged violation of policy or law. If all of the listed persons are alleged to be involved in the violation, the employee may report the allegation to the Sheriff or County Attorney. The county will investigate the reported activity.

An official, supervisor, department director, or any other employee is prohibited from taking adverse employment action against an employee who, in good faith, reports an alleged violation of County policy or federal or state law to a designated person, pursuant to this policy.

An employee who intentionally makes a false report of wrongdoing may be subject to discipline up to and including termination.

An employee who, in good faith, believes they are being subjected to retaliation based on a report of alleged wrongdoing under this policy should immediately contact the Treasurer or the County Judge.

An employee with a question regarding this policy should contact the County Judge.

C. COUNTY PROPERTY AND EMPLOYEE RESPONSIBILITY

1C-1 COUNTY PROPERTY USAGE

Each county employee shall be responsible for the care, maintenance, proper use, and upkeep of any County equipment assigned to them. County employees shall only use equipment, tools, and other County property that they are authorized to use. Personal use of county equipment, supplies, tools, and any other county property is not permitted and may result in discipline up to and including termination. Improper use may subject employees to criminal prosecution.

1C-2 COUNTY VEHICLE USAGE

Some employees may be required to use county vehicles as a part of their job. Employees who are assigned county vehicles shall be responsible for the care, maintenance, proper use and upkeep of these vehicles. Employees may only use the vehicles they are authorized to use. Employees may not allow other individuals to operate the vehicles they have been assigned.

Generally, county vehicles may not be used for personal use. This will be at the discretion of their elected official or supervisor. If personal use of a county vehicle is permitted by their elected official or supervisor the employee will be required to keep a log of all personal miles driven, including to and from work. These personal miles will be subject to payroll taxes at the current IRS rate in accordance with IRS rules and regulations.

Employees who operate vehicles must maintain a current active license for the operation of that vehicle. If they have any change in status of their license they must immediately notify their supervisor. An employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change, demotion or termination if that license is suspended or revoked.

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to their supervisor and to the proper law enforcement or other authority immediately. A copy of all accident and incident reports prepared by the employee shall be sent to the supervisor and the County Judge.

1C-3 CELL PHONE USAGE

Kimble County determines on a case by case basis the need for county provided cell phones. County cell phones are to be used for business purposes only.

Kimble County strongly discourages the use of any cell phone while operating any vehicle. Employees should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Kimble County bans all employees from texting while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL.

Employees in possession of a Kimble County owned cellular phone are required to take appropriate precautions to prevent theft and vandalism.

Each department may set their own rules and regulations regarding personal cell phone usage while at work.

1C-4 COMPUTER AND INTERNET USAGE

The use of Kimble County information systems, including computers, fax machines, smart phones, tablet computers and all forms of Internet/Intranet access, is for Kimble County business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in any expense to the County.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the County's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of Kimble County computers, networks, and Internet access is a privilege granted by officials or department heads and may be revoked at any time for inappropriate conduct carried out on such systems. County employees shall have no expectation of privacy when using county computers, networks, or other county owned equipment. Improper use may result in discipline up to an including termination.

Kimble County owns the rights to all data and files in any computer, network, or other information system used in the county. Kimble County also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems, Facebook, twitter, etc.) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware

that the electronic mail messages sent and received using county equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by county officials at all times. Kimble County has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate county official. No employee shall break any copy right laws, download any illegal or unauthorized downloads. Kimble County monitors its entire informational systems and employees may be subject to discipline up to and including termination for any misuse of county informational systems.

Employees should not bring personal computers to the workplace or connect them to Kimble County electronic systems, unless expressly permitted to do so by their supervisor and or IT department. Violation of this policy, may result in disciplinary action, up to and including termination of employment.

D. SAFETY AND HEALTH EMPLOYEE RESPONSIBILITY

1D-1 WORKERS COMPENSATION

All Kimble County employees are covered by workers' compensation coverage while on duty for the County. Workers' compensation coverage pays for medical bills resulting from a covered injury or illness an employee incurs while carrying out the duties of their job. Workers' compensation also pays Temporary Income Benefits (TIBS) for time lost from work in excess of seven calendar days as the result of eligible work related injuries or illnesses, with the exception of Law Enforcement employees who receive salary continuation.

Employees may use paid leave for all workers' compensation time off less than 8 days.

All employees who are placed on Worker's Compensation leave will fall under the Family Medical Leave Act. Kimble County runs FMLA and Worker's Compensation concurrently.

Any employee who suffers a job related illness or injury is required to notify their supervisor as soon as possible. Failure to promptly report job related injuries or illnesses may affect an employee's eligibility for benefits or delay benefit payments.

An employee who has lost time because of a work related accident or illness is required to provide a release from the attending physician before being allowed to return to work.

An employee's workers' compensation benefits may be adversely affected if the employee is injured while under the influence of alcohol or drugs or while the employee is engaging in horseplay.

1D-2 EMPLOYEE SAFETY

Kimble County is committed to providing a safe workplace for our employees.

Each County employee must adhere to the general safety standards established for all employees as well as comply with their departmental safety requirements. Safety procedures may differ at each county department. Your supervisor will provide you with specific information pertaining to your position.

Failure to follow the safety standards set by the County or your supervisor subjects an employee to disciplinary action, up to and including termination.

Employees seeing unsafe working conditions shall either take steps to correct those conditions or report the unsafe conditions to their supervisor.

1D-3 DRUG AND ALCOHOL- ALL EMPLOYEES

Kimble County is a drug and alcohol free workplace. A county employee may not be present at work during a period the employee's ability to perform their duties is impaired by drugs or alcohol. The County believes that a drug and alcohol-free workplace will help ensure a healthy, safe, and secure work environment.

This policy applies to all employees of Kimble County regardless of rank or position and shall include full time, part time and temporary employees. The only exception to this policy is the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

An employee may not unlawfully manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance or drug paraphernalia on County property or while conducting County business not on County property.

An employee may not be under the influence of alcohol or illegal drugs while on County property or while on duty for the County.

An employee may not possess or use unauthorized prescription or over-the-counter drugs while on County property or while on duty for the County. An employee may not use prescription or over-the-counter drugs while on County property or while on duty for the County in a manner other than that intended by the manufacturer or prescribed by a physician.

An employee may use prescription and over-the-counter drugs in standard dosage or according to a physician's prescription if the use will not impair the employee's ability to do their job safely and effectively. An employee must keep prescription medications used at work in their original container.

An employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician or a pharmacist to determine if the medication could interfere with the safe and effective performance of their job duties.

If the use of a medication could compromise an employee's ability to do their job or the safety of the employee, fellow employees or the public, the employee must report the condition to their supervisor at the start of the workday or use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty).

A supervisor must treat any information related to an employee's authorized use of prescription medications and any other medical information provided by the employee as confidential information.

An employee having problems with drugs or alcohol is encouraged to seek treatment from a qualified professional. Information on benefits provided for treatment of alcohol and drug abuse problems provided by the County's health plan program is available in the employee's health plan booklet from the Treasurer's Office.

Any employee who violates this policy shall be subject to disciplinary measures up to and including termination.

An employee who voluntarily asks for time off to get treatment and recover from a drug or alcohol abuse problem will be given protections as required by law. Upon returning to work from a bona fide inpatient treatment facility, the employee will be subjected to a volunteer drug testing program as often as monthly until there is evidence the employee no longer uses. Failure to comply with the requirements of the post rehabilitative program including refusing the volunteer testing program will result in termination. The post rehabilitative program will last for as long as two years. If at any time the employee tests positive, or refuses the volunteer drug test during this post rehabilitative program the employee will be terminated.

Kimble County will drug test employees who ARE NOT CDL license holders under the following conditions:

Pre-employment drug testing:

Kimble County has a pre-employment drug testing requirement that must be passed post offer before an employee starts their first day of work. All offers of employment are conditional upon passing a drug and alcohol test. The employee will sign a consent waiver.

Suspicion-Based Testing:

Under the Influence shall be defined as having a blood alcohol concentration of .04 or more.

Reasonable Suspicion – If an employee is having work performance problems or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this drug and alcohol policy where immediate action is necessary, the elected

official or supervisor will require that employee to submit to alcohol or drug test. The following conditions might be signs of possible alcohol or drug use (not an all-inclusive list):

- Abnormally dilated or constricted pupils
- Glazed stare – redness of eyes (sclera)
- Flushed face
- Change of speech (faster, slower, slurred)
- Constant sniffing
- Increased absences
- Redness under nose
- Sudden weight loss
- Needle Marks
- Change in personality (i.e. paranoia)
- Increased appetite for sweets
- Forgetfulness, performance faltering, poor concentration
- Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
- Constant fatigue or hyperactivity
- Smell of alcohol
- Difficulty walking
- Excessive, unexplained absences
- Dulled mental processes
- Slow reaction rate

Elected Officials or supervisors must take action if they have reason to believe one or more of the above listed conditions is indicated and that the substance abuse is affecting their employee's job performance or behavior. The following steps will be taken:

1. Confront the employee involved and keep them under direct observation until the situation is resolved. Inform the employee of the problem with their job performance and specific violations of the County Policy.
2. If the supervisor believes, after observing or talking to the employee, that the conduct or performance problem could be due to substance abuse, the employee will be immediately required to submit to a drug or alcohol test. If the employee refuses to submit to testing for any reason, the employee may be terminated.
3. Employees will be asked to release any evidence, such as alcohol or drug paraphernalia, relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline, up to and including termination. All confiscated evidence will be receipted for with signatures of either the elected official or supervisor as well as the employee.
4. The elected official or supervisor will **remove** the employee from the county work station and ensure that the employee is transported to an appropriate collection site and

thereafter to the employee's residence. Under no circumstances will the employee be allowed to drive a vehicle until a confirmed negative test result is received.

5. The elected official or supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems and present such documentation to the Treasurer's Office for filing.

Post-Accident Testing:

All employees directly involved in an on-the-job accident or incident resulting in property damage and/or medical treatment may be required to be tested. This will be at the discretion of their elected official or supervisor.

Testing Procedures –

1. The employee will be escorted and driven to the designated facility for specimen collection and/or testing.
2. The employee will be required to follow the drug testing protocol of the medical facility providing the testing.
3. If the employee desires another test to be given, they may do so within 2 hours of the specimen being collected and the same specimen will be used. The cost of this request will be paid for by the employee. All initial costs will be paid for by Kimble County.
4. The employee will be placed on paid administrative leave until the results of the test are known. The elected official or supervisor will make arrangements to ensure that the employee is safely returned to their residence.
5. Under no circumstances, unless required or authorized by law, will alcohol or drug testing information be released without written consent from the employee.

Each employee is expected to cooperate and consent to a drug test when requested under the terms of this policy. Refusal to consent to a drug and/or alcohol test when requested is cause for termination.

Any employee who violates this drug and alcohol policy shall be terminated.

1D-4 DRUG AND ALCOHOL- CDL EMPLOYEES

CDL Drivers are an extremely valuable resource for Kimble County's business. Their health and safety is a serious County concern. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the County to prohibit CDL employees from being under the influence of or using illegal drugs or alcohol during working hours.

The Federal Highway Administration ("FHWA") has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these. All CDL drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the County.

Specifically, it is the policy of Kimble County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) or alcohol by any CDL driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. Mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement. Kimble County will conduct pre-employment, random, reasonable suspicion and post-accident drug testing in accordance with federal law.

It is the policy of Kimble County to comply with the U.S. Department of Transportation, FMCSA Clearinghouse, a secure online database that provides employers with real-time information about CDL driver drug and alcohol program violations. Kimble County will conduct both electronic queries and traditional manual queries with previous employers from January 6, 2020 to January 5, 2023 as required by FMCSA's drug and alcohol use testing program, for checking CDL driver violation histories. Drivers may view their own records. Employees will be required to provide a consent form from the CDL holder to conduct both Limited and Specific inquiries.

A detailed policy and procedure is available at the Road and Bridge office.

1D-5 WORKPLACE VIOLENCE

Kimble County is committed to providing a workplace free of violence. Kimble County will not tolerate or condone violence of any kind in the workplace. The county will also not tolerate or condone any threats of violence, direct or indirect, this includes jokes. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another employee suspicious or in fear for their safety. Employees are required to report all suspicious conduct or comments to their immediate supervisor. Employees should be aware of their surroundings at all times and report any suspicious behavior from the public, former employees or current employees to their immediate supervisor or the sheriff's department. No employee may possess a firearm or other weapon other than an authorized law enforcement official, with or without permits in all county offices and buildings owned or used by Kimble County, this also includes county owned vehicles. If employees believe that a person is violating this policy, they should immediately report to their immediate supervisor or the sheriff's department. Employees found in violation of this policy may be subject to discipline up to and including immediate termination.

1D-6 SOCIAL MEDIA

For purposes of this policy "social media" includes, but is not limited to, online forums, blogs and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, and Instagram, etc. Kimble County recognizes the importance of social media for its employees. However, use of social media by employees may become a problem if: it interferes with the employee's work; is used to harass supervisors, co-workers, customers or vendors; creates a hostile work

environment; or harms the goodwill and reputation of Kimble County among the community at large. Kimble County encourages employees to use social media within the parameters of the following guidelines and in a way that does not produce the adverse consequences mentioned above.

Where no policy or guideline exists, employees are expected to use their best judgment and take the most prudent action possible. If you are uncertain about the appropriateness of a social media posting, check with your manager or supervisor.

- If your posts on social media mention Kimble County make clear that you are an employee of Kimble County and that the views posted are yours alone and do not represent the views of Kimble County.
- Do not mention Kimble County supervisors, employees, customers or vendors without their express consent.
- Do not pick fights. If you see a misrepresentation about Kimble County, respond respectfully with factual information, not inflammatory comments.
- Remember, you are responsible for what you write or present on social media. You can be sued by other employees, supervisors, customers or vendors, and any individual that views your social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. Employees can be subject to disciplinary action, up to and including termination for what they post on social media platforms, even if the employee did not use a county computer or if the post did not occur during work hours or on county property.
- Employees may not use Kimble County computer equipment for non-work related activities without written permission. Social media activities should not interfere with your duties at work. Kimble County monitors its computers to ensure compliance with this restriction.
- You must comply with copyright laws, and cite or reference sources accurately.
- Do not link to Kimble County's website or post Kimble County material on a social media site without written permission from your supervisor.
- All Kimble County policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment and code of conduct.
- Any confidential information that you obtained through your position at Kimble County must be kept confidential and should not be discussed through in social media forum.
- Violation of this policy may lead to discipline up to and including the immediate termination of employment.

SECTION 2: EMPLOYEE COMPENSATION AND BENEFITS

A. EMPLOYEE PAYROLL

2A-1 FAIR LABOR STANDARDS ACT SAFE HARBOR

Kimble County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the supervisor's attention with reasonable documentation, Kimble County will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below. If you are overpaid the county will make the necessary corrections at the next payroll.

Employees who are classified as non-exempt employees must maintain an accurate record of the total hours you work each day. It is the responsibility of each employee to verify that their time sheets are correct. Your time card must accurately reflect all regular and overtime hours worked; any absences, late arrivals, early departures, and meal breaks. Do not sign your time card if it is not accurate. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Non-exempt employees, unless authorized by your supervisor, should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so. That time worked is to be recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. If anyone directs you to work without documenting your time worked, you must tell the Treasurer.

It is a violation of Kimble County policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of County policy for any employee, supervisor or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's time card to under- or over-report hours worked. If anyone instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the Treasurer's Office at 501 Main Street, Junction, Texas, (325) 446-2847.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours worked for the County. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a pre-determined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

For exempt employees, your salary may also be reduced for certain types of deductions such as your portion of health, dental or life premiums; state, federal or local taxes, social security, retirement; or, voluntary contributions to a deferred compensation plan. In any workweek in which you performed any work, your wages may be reduced for any of the following reasons: 1) absence from work for one or more full days for personal reasons, other than sickness or disability; or 2) full day disciplinary suspensions for infractions of our written policies and procedures; or 3) full day for violating safety rules of a major significance; or 4) Family and Medical Leave or Military Leave absences; or 5) to offset amounts received as payment for jury and witness fees or military pay; or 6) the first or last week of employment in the event you work less than a full week.

If you are an exempt employee, in any workweek in which you performed any work, your salary will not be reduced for any of the following reasons: 1) partial day absences for personal reasons, sickness or disability; or 2) your absence because the facility is closed on a scheduled work day; or 3) your absence because of the County's operating requirements; or 4) absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work; or 5) any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you have questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to Treasurer's Office at 501 Main Street, Junction, Texas, (325) 446-2847. If you are unsure of who to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact the County Attorney 131 N. 6th Street, Junction, Texas, (325) 446-2378. Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the County's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including termination.

2A-2 INTERNAL REVENUE SERVICE (IRS) FRINGE BENEFITS

Kimble County will comply with the IRS with regard to fringe benefits such as county uniforms, county vehicle usage and day-trip meals. Employees may be responsible for paying payroll taxes on such fringe benefits.

2A-3 COMPENSATION

Kimble County Commissioners Court annually sets the maximum compensation for each employee in accordance with Texas State Law.

Kimble County complies with the Fair Labor Standards Acts as outlined in the Fair Labor Standards Safe Harbor policy.

Law Enforcement personnel are treated in accordance with the 207(k) exemption under the Fair Labor Standards Act. The Commissioners Court has adopted this exemption. *(See Policy Below)*

All non-exempt County employees shall be paid an hourly wage.

Temporary employees shall be paid hourly at the minimum wage established by the fair labor standards act, as amended. Exceptions to this policy may be authorized by the commissioner's court.

Some employees may have the classification of hourly employees paid on a salary basis, but they remain non-exempt for FLSA purposes. For full time non-exempt employees, the monthly salary compensates the employee for all hours worked up to 40 in each workweek of the month.

Temporary employees shall be paid hourly at least the minimum wage established by the Fair Labor Standards Act, as amended.

In the event of a major disaster where the County Judge has issued a disaster declaration and it has been extended by the Commissioners' Court, in order for the County to be reimbursed by FEMA, all salaried employees will be calculated in the same manner as hourly employees for the duration of the disaster incident and the disaster declaration is rescinded or allowed to expire.

2A-4 PAYROLL DEDUCTIONS

Deductions shall be made from each employee's paycheck for federal withholding, social security, Medicare, and any other deductions required by law.

Employees eligible for membership in the Texas County and District Retirement System shall have their contributions to that system deducted from each paycheck. Any optional deductions authorized by the Commissioners' Court and approved by the employee shall also be made from the employee's paycheck.

No optional deductions shall be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the Treasurer's Office.

2A-5 WORK WEEKS AND WORK PERIODS

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act (FLSA), the workweek for Kimble County shall begin at 12:01 a.m. on each Sunday and end seven (7) consecutive days later (168 hours). Law Enforcement employees who fall under the FLSA 207(k) exemption shall have a work period of 14 days and 86 hours as established by the Kimble County Commissioners Court.

2A-6 TIMESHEETS

Each employee must fill out a time sheet to be turned in to their supervisor on the last day of each pay period. Failure to complete a timesheet may result in an employee only receiving minimum wage payment until the proper time sheet has been completed and turned into the payroll department. All corrections will be made on the next regularly scheduled payroll. The time sheet prepared by the employee shall show an accurate record of all time worked and leave taken, whether paid or unpaid, for the pay period. Time sheets are governmental documents and as such require accurate and truthful information. Falsifying a time sheet, a governmental record is a criminal offense. Employees shall only use appropriate available leave to account for their regular weekly work schedule.

2A-7 PAY PERIODS

The pay period for Kimble County shall be a bi-weekly pay period with the pay period dates established by the Commissioners' Court. If a payday falls on a holiday or a weekend, paychecks shall be issued on the last workday immediately preceding the holiday or weekend.

2A-8 WORK SCHEDULES

The normal hours of work for most positions in the County shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. Each official or department head shall determine the exact working schedules for their employees. In order to meet the needs of the County, certain departments or employees may be required to work a schedule that varies from the normal work schedule, or they may be subject to call back in case of emergency or special need.

2A-9 HOURS WORKED

Hours worked shall include all time actually spent in the service of the County as defined in the Fair Labor Standards Act (FLSA) and its regulations. The workday for the County shall begin at 12:01 a.m. each day and end 24 consecutive hours later.

2A-10 LAW ENFORCEMENT PAY AND OVERTIME

Kimble County Commissioners Court has adopted the 207(k) exemption under the Fair Labor Standards Act for law enforcement employees, which includes deputies and jailers. These employees have a work period of 14 days and overtime will be due after 86 hours actually

worked. Law enforcement employees' salary covers all hours up to 86 hours. Paid leave shall not be counted in determining if overtime has been worked in any workweek. Except in emergency situations, an employee shall be required to have authorization from their supervisor before working overtime.

2A-11 OVERTIME CALCULATIONS AND RULES

Overtime shall include all time actually worked for the county in excess of 40 hours in any workweek, with the exception of law enforcement (See policy on "Law Enforcement Pay and Overtime").

Paid leave shall not be counted in determining if overtime has been worked in any workweek. Except in emergency situations, an employee shall be required to have authorization from their supervisor before working overtime.

Overtime compensation shall be paid in accordance with the provisions of the FLSA. Covered employees shall receive paid time at a rate of one and one-half (1 ½) times the amount of overtime worked.

2A-12 DEMOTIONS

Demotions are the movement of an employee from one position to another with a decreased responsibility or complexity of job duties or to a lower salary. Elected officials, appointed officials or department heads may choose to demote or re-assign any employees who are unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary may be adjusted downward.

2A-13 TRANSFERS

Transfers are the lateral movement of an employee from one position to another with the same responsibility or complexity of job duties with no change in salary.

Elected officials, appointed officials or department heads may transfer an employee in their department to a vacant position. All transfers must be handled in accordance with the budget adopted by Commissioners Court.

2A-14 PROMOTIONS

Promotions are the movement of an employee from one position to another with an increased responsibility or complexity of job duties, and to a higher salary.

Elected officials, appointed officials or department heads may promote an employee in their department to a vacant position. All promotions must be handled in accordance with the budget adopted by Commissioners Court.

2A-15 SEPARATIONS

A separation shall be defined as any situation in which the employer-employee relationship between the County and a County employee ends. All separations from Kimble County shall be designated as one of the following types:

1) resignation; 2) retirement; 3) dismissal; 4) reduction in force; or 5) death.

A resignation shall be classified as any situation in which an employee voluntarily leaves their employment with Kimble County and the separation does not fall into one of the other categories. Employees who are resigning should submit a written notice of resignation to their supervisor.

A retirement shall be any situation in which an employee meets the requirements to collect benefits under the County's retirement program and voluntarily elects to leave employment with the County to do so. An employee who is retiring should notify their supervisor of that intent at least 30 days prior to the actual retirement date to help prevent delays in starting the payment of retirement benefits.

A dismissal shall be any involuntary separation of employment that does not fall into one of the other categories of separation. Kimble County is an "at will" employer and a supervisor may dismiss an employee at any time for any legal reason or no reason, with or without notice.

An employee shall be separated from employment because of a reduction in force when their position is abolished or when there is a lack of funds to support the position or there is a lack of work to justify the position.

A separation by death shall occur when an individual dies while currently employed by the County. If an employee dies while still employed by the County, their legally designated beneficiary or estate shall receive all earned pay and payable benefits.

2A-16 RETIREE REHIRES

Retired employees shall be eligible to apply for open positions with Kimble County as long as the following provisions are met: 1) The retiree has been retired for at least 1 calendar month, 2) No prior arrangement or agreement was made between Kimble County and the retiree for re-employment, and 3) strict adherence to normal leaving employment procedures were followed at the time of the employee's retirement.

The retiree must have a bona fide separation of employment and have been retired for a minimum of 1 calendar month. A bona fide separation means there is no prior agreement or understanding between Kimble County and the retiree that the retiree would be rehired after retirement. According to Rule 107.4 adopted by the TCDRS Board of Trustees, restrictions apply to elected officials, people employed for the same or different position in the same or different department, employee status changes, and independent contractors.

Newly elected officials who have recently retired from the county cannot draw their retirement because they have an arrangement to return to work for the county. Employees also cannot retire with an agreement to go work in a different department or different position. Changing employee status does not matter when determining if someone is still working for the county. Also, an employee cannot retire from the county with an arrangement to begin work as an independent contractor either.

Rehired retirees who did not have a bona fide separation of employment may owe a 10 percent excise tax and be required to repay all of their monthly retirement payments. Abusing the retirement provisions in such a manner would violate a qualification requirement for retirement plans under Section 401(a) of the Internal Revenue Code, potentially resulting in significant tax consequences for the employer, its participating members and those retired employees.

Any retiree who meets all other TCDRS requirements, who is rehired consistent with this policy, must establish a new membership with TCDRS and will be considered to be a new member for the purposes of beneficiary determination and benefit selections.

B. EMPLOYEE BENEFITS

2B-1 HEALTH AND DENTAL PLANS

All full time regular employees of Kimble County shall be eligible for the group Health plan benefits. Regular variable hour employees who work an average of thirty (30) or more hours a week in the measurement period will be eligible for health insurance after the measurement period. Regular part time, temporary seasonal, temporary short term part time, and regular variable hour employees who work an average of less than thirty (30) hours a week in the measurement period will not be eligible for health insurance. (County will need to adjust the employee status based on their own definitions. Any employee working 30 or more hours a week will be eligible for health benefits.)

Premiums for the coverage for eligible employees shall be paid entirely by the County.

Eligible employees may cover their qualified dependents by paying the full premium for the dependents. Deductions for dependent coverage shall be made through payroll deduction from the employee's paycheck over 24 pay periods.

Details of coverage under the group medical insurance plan and dental plan are available in the County Treasurer's Office and may be obtained during the normal working hours for that office.

Employees who leave the employment of Kimble County or who lose their coverage eligibility, may be eligible for an extension of the medical plan for themselves and their eligible dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA). If an employee is unable to

return to work following FMLA leave, if eligible, they will be offered COBRA. Information on extension of benefits under COBRA is available in the County Treasurer's Office and may be obtained during the normal working hours for that office. COBRA notifications will be provided to all employees within 30 days of their hire date. All eligible employees and qualified dependents will be provided with COBRA information following their termination

2B-2 VACATION

The following employee classifications shall be eligible for the vacation benefit: full-time employees. These following employee classifications shall not be eligible for the vacation benefit: part-time and temporary employees.

Employees who have worked for less than 2 years in a position eligible to receive vacation shall earn vacation at the rate of 1.538 hours per pay period, which is equivalent to 40 hours per year. Employees who have worked for 2 or more years in a position eligible to receive vacation shall accrue vacation at the rate of 3.0769 hours per pay period, which is equivalent to 80 hours per year.

Vacation shall not be accrued while an employee is on leave without pay. Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 1 year in such a position before being eligible to take any vacation.

The maximum amount of unused vacation an employee shall be allowed to have at one time is the amount the employee would earn in 1 year. When an employee reaches the maximum accrual, they shall not be allowed to accrue additional vacation time until the employee takes vacation hours to reduce the balance below the maximum allowed under this policy.

Scheduling of vacations shall be at the discretion of the individual official or department head.

Employees shall only be able to use vacation which has already been accrued and shall not be allowed to borrow vacation against possible future accruals. Employees shall not be allowed to receive pay for vacation in lieu of taking time off.

If a holiday falls during an employee's vacation, then the employee will not be charged for the vacation.

If an employee has worked for at least 1 year in a position which accrues vacation at the time the employee resigns, is discharged, or is terminated for any other reason, the employee shall receive pay for all unused vacation up to the maximum allowed under this policy.

Each employee shall be responsible for accurately recording all vacation time used on their time sheet.

2B-3 PERSONAL LEAVE

The following employee classifications shall be eligible for the personal leave benefit: full time regular employees. These employee classifications shall not be eligible for the personal leave benefit: part time and temporary employees.

Eligible employees shall accrue personal leave at a rate of .833 days per month (10 days per year). Accrual of personal leave shall start at the time an individual begins work for the County in a position eligible for the personal leave benefit. Personal leave shall not be accrued while an employee is on leave without pay.

The maximum amount of unused personal leave an employee shall be allowed to have at any time is 160 hours.

Personal leave may be used for the following purposes: 1) illness or injury of the employee; 2) appointments with physicians, optometrists, dentists, and other qualified medical professionals; or 3) to attend to the illness or injury of a member of the employee's immediate family. For purposes of this policy, immediate family shall be defined as spouse, child, parent, foster child or other relative living in the employee's home who is dependent on the employee for care.

Where personal leave is to be used for medical appointments, an employee shall be required to notify their supervisor of the intent to use personal leave as soon as the employee knows of the appointment. Where use of personal leave is not known in advance, an employee shall notify their supervisor of the intent to use personal leave within 15 minutes of the employee's normal time to begin work, when practicable. Where it is not practicable to notify the supervisor within 15 minutes of the normal starting time, the employee should notify their supervisor as soon as is reasonably practicable. If the employee feels that the situation will cause the employee to miss more than one day of work, the employee should notify their supervisor of the anticipated length of absence. The employee will be placed on FMLA, if event and employee is eligible. If an employee uses three (3) or more consecutive days of personal leave, the supervisor shall have the right to require a physician's statement or some other acceptable documentation of injury or illness, for either the employees own illness or the illness of an immediate family member. Employees who have a pattern of abusing personal leave may be required to provide a physician's statement for those absences as required by their supervisor.

Employees shall not be allowed to borrow personal leave against future accruals. Employees shall not be paid for unused personal leave at the termination of employment.

Personal leave may not be used as vacation or any other reason not addressed in this policy.

2B-4 HOLIDAY

The following employee classifications shall be eligible for the holiday benefit: full time regular employees. These employee classifications shall not be eligible for the holiday benefit: part time and temporary employees.

The County holidays shall be determined by the Kimble County Commissioners' Court.

If a paid holiday occurs during the vacation of an eligible employee, that day shall be paid as a holiday and not be charged against the employee's vacation balance. If a designated holiday falls on an eligible employee's day off, the employee shall be allowed to take another day off with pay during the following 30 days. An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.

An eligible employee scheduled to work or called in to work on a holiday because of an emergency, or other special need of the County, shall be given paid time off during the next 30 day's equivalent to the amount of time designed for the holiday.

Jailers and Dispatchers: Jailers and Dispatchers that work on the following holidays shall be compensated for time and a half for hours worked on the following days: Easter Sunday, Memorial Day, July 4th, Thanksgiving Day, Christmas Eve, Christmas Day. This shall only apply to the 6 listed days and shall only apply to Jailers and Dispatchers that work on any of these days.

Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for Kimble County. Each supervisor is responsible for granting this leave based on the needs of their individual departments. Vacation, compensatory time, or leave without pay may be used for special leave granted.

Holidays do not accrue and if they are not taken, they will not be paid at termination.

2B-5 JURY DUTY

All employees of Kimble County who are called for jury duty shall receive their regular pay for the period they are called for jury duty, which includes both the jury selection process and, if selected, the time they actually serve on the jury.

Pay for serving on a jury shall only include the time the employee would have normally been scheduled to work and will not include extra pay if jury service involves time outside the employee's normal work schedule. Any fees paid for jury service may be kept by the employee.

All employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the County shall be entitled to leave with pay for such period as their court attendance may require. If an employee is absent from work to appear in private

litigation in which they are a principal party, the time shall be charged to vacation, other eligible paid leave, or leave without pay.

2B-6 BEREAVEMENT LEAVE

All employees shall be allowed up to 40 hours of leave with pay for a death in the immediate family. For purposes of this policy, immediate family shall include the employee's spouse and the child, foster child, parent, sibling of the employee or the employee's spouse. Employees may be allowed time off with pay, up to a maximum of 1 day, to attend the funeral of a relative who is not a member of the immediate family or the funeral of a friend. If leave is needed beyond the limits set in this policy, it may be charged to available vacation or compensatory time or to leave without pay.

2B-7 MILITARY LEAVE

All Kimble County employees who are members of the National Guard or active reserve components of the United States Armed Forces shall be allowed up to fifteen (15) days off per federal fiscal year with pay for active duty or to attend active or inactive authorized training sessions and exercises. The fifteen (15) day paid military leave shall apply to the Federal Fiscal year and any unused balance at the end of the year shall not be carried forward into the next Federal Fiscal year. Pay for attendance at Reserve or National Guard training sessions or exercises shall be authorized only for periods which fall within the employee's normal work schedule. An employee may use vacation leave, earned compensatory time, or leave without pay if they must attend Reserve or National Guard Training sessions or exercises in excess of the fifteen-day maximum.

Any Kimble County employee who is a member of the Texas military forces, a reserve component of the armed forces, or a member of a state or federally authorized urban search and rescue team called to state active duty by the governor or another appropriate authority in response to a disaster is entitled up to 7 days of paid disaster leave per fiscal year. This leave is in addition to the paid leave provided for authorized training or duty otherwise authorized or ordered. During disaster leave under these provisions, the person may not be subjected to loss of time, efficiency rating, personal time, sick leave, or vacation time.

An employee going on military leave shall provide their supervisor with a set of orders within two (2) business days after receiving them.

Upon request of the employee, Kimble County will provide a statement that contains the number of workdays used for military leave in the fiscal year as well as a statement of the number of workdays left for use during the fiscal year.

Kimble County employees who leave their positions because of being called to active military service or who voluntarily enter the Armed Forces of the United States shall be eligible for re-

employment in accordance with state and federal laws in effect at the time of their release from duty.

2B-8 RETIREMENT

All regular employees (full time, part time, and regular variable hour) shall be eligible for the retirement benefit offered through the Texas County and District Retirement System. Temporary seasonal and temporary short term part time employees will not be eligible for retirement benefits. Eligible employees shall make contributions to the retirement program through a system of payroll deduction. Kimble County shall make a contribution to each eligible employee's retirement account according to requirements of TCDRS. Information on the retirement program may be obtained at the County Treasurers Office during the normal working hours for that office.

2B-9 SOCIAL SECURITY/MEDICARE

All County employees shall participate in the Federal Social Security/Medicare program which provides certain retirement, disability, and other benefits. Deductions for these programs will be taken from each paycheck.

2B-10 FAMILY MEDICAL LEAVE ACT/MILITARY FAMILY LEAVE (FMLA/MFL)

The federal Family and Medical Leave Act of 1993 (FMLA) requires an employer to provide eligible employees with unpaid leave under certain circumstances. There are two types of leave available:

- 1) the basic 12-week FMLA entitlement; and
- 2) the Military Family Leave (MFL) entitlement described in this policy.

ELIGIBILITY:

To be eligible for benefits under this policy, an employee must:

- 1) have worked for Kimble County at least 12 months (it is not required that these 12 months be consecutive; however, a continuous break in service of 7 years or more will not be counted toward the 12 months); **and**
- 2) have worked at least 1250 hours during the previous 12 months; **and**
- 3) are employed at a work site that has 50 or more employees within a 75-mile radius.

Any employees with any questions about their eligibility for FMLA leave should contact the Treasurers office for more information.

QUALIFYING EVENTS:

Family medical leave under this policy may be taken for the following reasons:

- 1) the birth of a child and to care for that child;
- 2) the placement of a child in the employee's home for adoption or foster care;

- 3) to care for a spouse, child (under the age of 18 or if over 18 incapable of self-care due to a disability), or parent with a serious health condition;
- 4) the serious health condition of the employee that make the employee unable to perform the essential functions of their job;
- 5) a qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member of the Armed Forces (Regular, Reserve or National Guard), deployed to a foreign country or has been notified of an impending call or order to active duty in a foreign country;
- 6) to care for a covered service member (Regular, Reserve or National Guard) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member; or
- 7) to care for a covered veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was a member of the Armed Forces (Regular, Reserve or National Guard) at any time during the period of 5 years preceding the date on which the veteran began that medical treatment, recuperation or therapy.

SERIOUS HEALTH CONDITION:

Serious health condition is defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- 1) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a) Treatment two or more times within 30 days of incapacity; or
 - b) Treatment by a health care provider on at least one occasion within first seven days of incapacity that results in a regimen of continuing treatment by a health care provider.
- 2) Any period of incapacity due to pregnancy or pre-natal care.
- 3) Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- 4) Any period of incapacity that is permanent or long term due to a condition for which treatment is not effective.
- 5) Any period of incapacity or absence to receive multiple treatments by a health care provider.

QUALIFYING EXIGENCY LEAVE:

An eligible employee may be entitled to use up to 12 weeks of their FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, child of any age or parent in the Armed Forces (Regular, Reserves or National Guard) is on active duty or called to active duty status in a foreign country.

Qualifying exigencies may include:

- 1) short-notice deployment (up to seven days of leave);
- 2) attending certain military events and related activities;
- 3) arranging for alternative childcare;
- 4) addressing certain financial and legal arrangements;
- 5) periods of rest and recuperation for the covered military member (up to fifteen days of leave);
- 6) attending certain counseling sessions;
- 7) attending post-deployment activities (available for up to 90 days after the termination of the covered military member's active duty status);
- 8) other activities arising out of the covered military member's active duty or call to active duty in a foreign country and agreed upon by the county and the employee;
- 9) attending family support or assistance programs and informational briefings;
- 10) acting as the covered military member's representative before a governmental agency;
- 11) addressing issues that arise from the death of a covered military member while on active duty status in a foreign country; and
- 12) other activities arising out of the covered military member's active duty or call to active duty in a foreign country and agreed upon by the county and employee.

LENGTH OF LEAVE:

An employee may use up to 12 weeks leave per 12-month period under this policy. Kimble County sets the 12-month period used under this policy as a "rolling" 12-month period measured backward from the date an employee uses FMLA leave.

A married couple who both work for the county is entitled to a maximum combined leave of 12 weeks in any 12-month period for the birth or placement of a child, or care for a parent with a serious health condition. The combined limit for a married couple employed by the county is 26 weeks in a single 12-month period if leave is to care for a covered service member or veteran with a serious injury or illness.

MILITARY CAREGIVER LEAVE:

An eligible employee may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is either a current member or veteran of the Armed Forces (Regular, Reserve or National Guard).

An eligible employee may take up to 26 weeks of leave to care for a covered service member of the Armed Forces (Regular, Reserve, or National Guard) who has been rendered medically unfit to perform their duties due to a serious injury or illness incurred in the line of duty while on active duty for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

An eligible employee may take up to 26 weeks of leave to care for a veteran (Regular, Reserve, or National Guard) who is undergoing medical treatment, recuperation, or therapy for a serious

injury or illness and who was a member of the Armed Forces (Regular, Reserve or National Guard) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The MFL entitlement is applied on a per-injury basis and an eligible employee may be entitled to take more than one period of 26 weeks of leave if the leave is to care for different covered service members or covered veteran with a subsequent serious illness or injury, except that no more than 26 weeks may be taken within any single 12-month period.

An eligible employee may begin taking military caregiver leave up to five years after their family member was discharged or released from the military. The eligible employee's first date of leave must be within the five-year period; however, the employee may continue to take such leave throughout the single 12-month period that is applicable to military caregiver leave, even if the leave extends beyond the five-year period.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the county's operations.

WORK RELATED INJURY:

Kimble County will always designate qualifying work related injuries with lost time as FMLA qualifying.

SUBSTITUTION OF PAID LEAVE:

Kimble County requires substitution of paid leave for all FMLA or MFL events. An employee must follow the vacation and personal leave policy guidelines. The balance of FMLA is unpaid leave. FMLA and MFL run concurrently with all substituted paid leave, including Workers' Compensation leave.

Employees will use personal leave first and then vacation time while out on FMLA.

The maximum amount of paid and unpaid leave that may be used under this policy in a 12-month period is 12 weeks, except for qualifying leave to care for a covered military member with a serious injury or illness which is a maximum of 26-weeks in a 12-month period.

CONTINUED EMPLOYEE BENEFITS:

While an employee is on leave under this policy, the county will continue to pay the employee's medical plan premium at the same rate as if the employee had been actively at work. The employee is required to pay for dependent coverage and for any other coverage for which the employee would normally pay, or the coverage will be discontinued. An employee's obligation to pay for coverage will be made through regular payroll deduction while the employee is on paid leave status. While on unpaid leave, the employee is required to pay for premiums due to the county no later than 30 days after the date of the pay period in which the premium comes due.

Payment must be paid to the Treasurer's office by the 15th calendar day of each month. The county may cancel unpaid coverage by providing the employee advance written notice, not less than 15 days before the coverage will be cancelled for non-payment.

At the end of the 12-week leave period or the 26-week leave period in a single 12-month period to care for an injured covered military member, an eligible employee will be:

- 1) Offered COBRA if they are unable to return to work; or
- 2) If approved by the commissioner's court and made part of this policy, the county can choose to continue to pay for the employee's health insurance premiums.

INTERMITTENT LEAVE AND REDUCED SCHEDULE:

An employee may take intermittent leave under this policy if it is necessary for the care and treatment of a serious health condition of the employee, the employee's eligible family member or the care of a covered military member or veteran.

An employee may work a reduced schedule under this policy if it is necessary for the care and treatment of a serious health condition of the employee, the employee's eligible family member, or the care of a covered military member or veteran.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy will be deducted from the employee's 12-week or 26-week leave eligibility in a single 12-month period.

CERTIFICATION REQUIREMENTS:

The county has the right to ask for certification of the serious health condition of the employee or the employee's eligible family member when the employee requests or is using leave under this policy.

The county may send a request for medical certification to an employee who has been out of work for three or more days to determine the employee's FMLA eligibility. The employee is requested to have their physician complete and return the medical certification, or provide appropriate documentation, within 15 days of the employee's receipt of the form to be eligible for FMLA. An employee's failure to return the medical certification may result in denial of FMLA by the county.

The employee must respond to the county's request for certification within 15 days of receipt of the request or provide a reasonable explanation for the delay in writing before the 15th day after receipt of the request. If an employee does not provide certification or otherwise respond, the county may deny leave under this policy.

If an employee requests intermittent leave or a reduced work schedule, the certification submitted must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. The county may request

re-certification for intermittent or reduced schedule leave every six months in connection with an eligible absence.

The county may ask for a second opinion from a health care provider of the county's choice, at the expense of the county, if the county has reason to question the certification, unless the leave is necessary to care for a seriously injured or ill covered service member supported by an invitational travel order (ITO) or invitational travel authorization (ITA) to join an injured or ill service member at their bedside.

If there is a conflict between the certification submitted by the employee and the second certification obtained by the county, the county may require a third certification, at the expense of the county, from a health care provider agreed upon by both the employee and the county. The third opinion is final and binding on the county and the employee.

REQUESTING LEAVE:

Unless FMLA leave is unforeseeable, an employee is required to submit a written request for leave under this policy to their immediate supervisor.

Where reasonably practicable, an employee should give their immediate supervisor a minimum of 30-days' notice before beginning leave under this policy. Where it is not reasonably practicable to give 30-days' notice, the employee is required to give as much notice as possible.

REINSTATEMENT:

An employee returning from leave under this policy, and who has not exceeded the 12-week maximum leave period allowed, will be returned to the same job or a job equivalent to the job the employee held before going on FMLA leave. An employee who has not exceeded the 26-week maximum leave period in a single 12-month period, allowed to care for a seriously ill or injured covered military member, will be returned to the same job or a job equivalent to the job the employee held before going on leave.

If an employee is placed in a different position, it will be one with equivalent status, pay, benefits, and other employment terms and which entails substantially equivalent skill, effort, responsibility, and authority.

The county has no obligation to reinstate an employee who takes more than the 12 weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave allowed, including an employee with available sick or vacation leave.

REPAYMENT OF BENEFITS:

Unless an employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or another situation beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this

policy will be required to reimburse the county for all medical premiums and other benefits paid by the county while the employee was on leave without pay related to their FMLA leave.

OTHER BENEFITS:

While on leave without pay under this policy, an employee does not earn vacation or personal leave, is not eligible for holiday pay, and does not earn other benefits afforded to employees actively at work, except as stated in this policy, unless other employees who go on leave without pay are allowed to do so.

An employee who is out on approved FMLA leave may not take trips outside of the county unless the travel is related to the employee's own serious health condition, the serious health condition of the child, spouse or parent of the employee or to attend qualifying military events. An employee may ask their immediate supervisor for written permission to take other trips outside of the county which may be granted at the supervisor' sole discretion.

Employees are forbidden from working another job while on approved FMLA leave from the county.

REGULATION:

Any area or issue regarding family and medical leave that is not addressed in this policy is subject to the basic requirements of the FMLA and the regulations issued to implement it.

RETURN-TO-WORK:

An employee is required to provide a fitness-for-duty certification before the employee returns to work.

ENFORCEMENT:

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for unlawful discrimination under the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any federal or state law that provides greater family of medical leave rights.

RESPONSIBILITIES:

Kimble County will post the current FMLA poster as provided by the department of labor. If an employee asks for FMLA leave for any reason, Kimble County will respond in writing and will use the FMLA forms (WH-381) Notice of Eligibility and Rights and Responsibility and form (WH-382) Designation Notice to notify the employee of their eligibility rights.

2B-11 LEAVE OF ABSENCE - OTHER

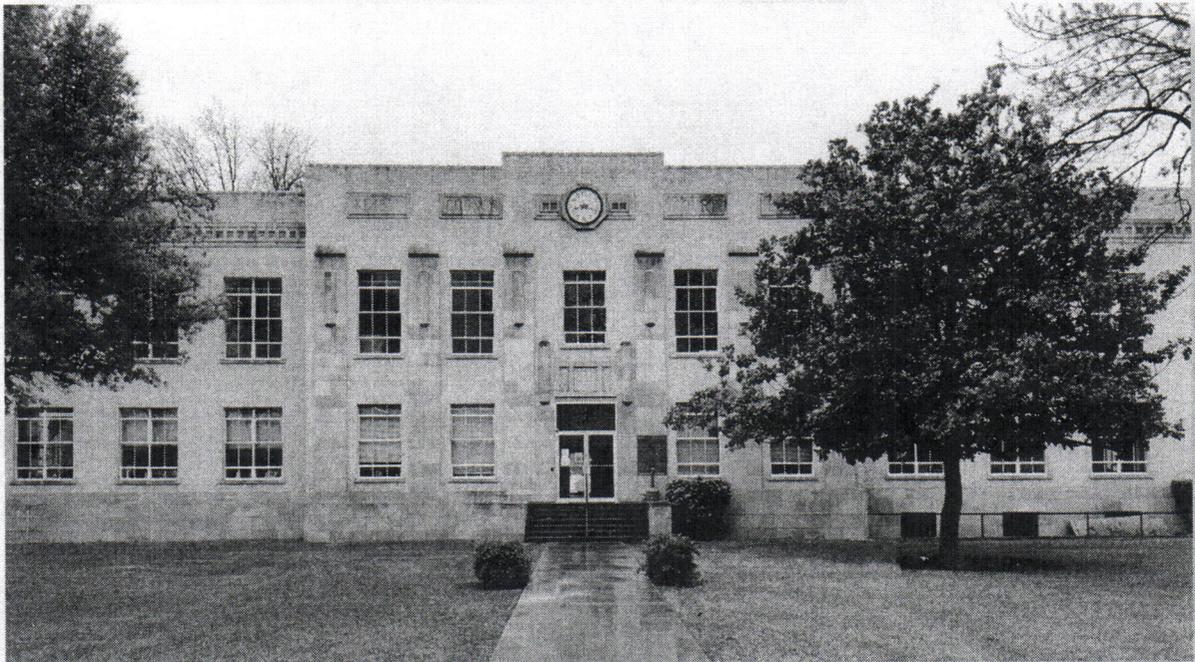
Employees may request a personal leave of absence to a maximum of 30 days. Personal leaves of absence may include reasons such as extended vacations, continuing education, extended bereavement, or other personal matters. Personal leaves of absence are granted solely at the discretion of the elected official, appointed official or department head.

Employees on personal leaves of absence are converted to an inactive status and do not accrue any benefits. Employees may continue the county health plan but they are responsible for the entire premium, which includes both their portion and the county portion. The employee must pay for the premium on the first of each month, lack of payment will result in medical plan termination and the employee will become eligible for COBRA. Return to work on a personal leave of absence is not guaranteed and is subject to current business conditions and an appropriate job opening.

REQUEST FOR QUALIFICATIONS

Release Date: January 16th, 2023

CONSTRUCTION MANAGER AT RISK SERVICES FOR THE RESTORATION OF THE HISTORIC C.1929 KIMBLE COUNTY COURTHOUSE



STATEMENT OF QUALIFICATIONS

DUE DATE: MONDAY, FEBRUARY XX BY 4:00 P.M. (CST)

Request For Qualifications for Construction Manager at Risk Services for the
Historic ca. 1929 Kimble County Courthouse Restoration

Kimble County
501 Main Street
Junction, Texas 76849
Telephone: (325) 446-2724
<https://www.co.kimble.tx.us>

January 6, 2023

Kimble County, Texas
Location: Junction, Texas

Statement of Qualifications Due Date:
RFQ 2022-001

Introduction

Kimble County is soliciting for Statements of Qualifications (SOQ) from firms interested and qualified to perform Construction Manager at Risk services for the Restoration of the Historic ca. 1929 Kimble County Courthouse.

Sealed Statements of Qualifications for this request will be accepted until 4:00 PM (CST), February XX, 2023. Any SOQ received after the due date and time will be returned unopened. Sealed SOQ, appropriately marked as a Statement of Qualifications – Kimble CCH CMR must be delivered to:

**Judge Harold “Hal” Rose
Kimble County Judge
Kimble County Courthouse
501 Main Street
Junction, Texas 76849**

This request is on file and may be examined in the County Judge’s Office. Prospective firms may obtain it by calling (325) 446-2724. Firms may also make their request via email at jessica.graefe@co.lcc.tx.us

All questions for clarification must be submitted in writing. Question may be submitted via US Mail or E-mail) prior to 4:00 P.M. (CST) on February XX, 2023. Responses will be released via email.

Address questions to: Tracy Hirschman Hutson (Architectural Firm: Hutson Gallagher, LLC)
E-mail: Tracy@HutsonGallagher.com

General Instructions

Firms are required to submit one (1) original SOQ, four (4) additional copies, and one (1) USB thumb drive with the submittal in PDF format. SOQ’s must be completed and submitted as

specified in this RFQ. The right to accept any SOQ, or to reject any or all SOQ's and to waive all formalities is hereby reserved by County. The County further reserves the right to negotiate under applicable guidelines for procurement of professional services with all qualified firms, or to cancel, in part or in its entirety, this RFQ if it is in the best interest of the County. All SOQ's become the property of the County. There is no express or implied obligation for the County to reimburse responding firms for any expense incurred in preparing SOQ's in response to this RFQ and the County will not reimburse responding firms for these expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Firm(s) reasonably susceptible of being selected based on qualifications submitted in response to this request may be given an opportunity to make a presentation and/or interview with a selection committee. Following any interviews, firms will be ranked in order of technical qualifications and negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute a contract, negotiations will formally end and then commence with the second highest ranked firm, etc.

Sealed SOQ's will be opened and acknowledged at the stated time for receipt but will not be read aloud. It is not necessary, requested or desired that responding firms be present for the opening. A list of responding firms will be provided to all firms as soon as possible after the stated time for receipt. There will be no disclosure of contents to competing firms and all SOQ's will be kept confidential during the selection and negotiation process. Except for trade secrets and confidential information that a firm identifies in the SOQ as proprietary, all SOQ's will be open for public inspection after any contract award. Contracts will be based on demonstrated competence and qualifications, so long as the professional fees are consistent with recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

Schedule

- January XX, 2023 Notice Advertisement and Release date for RFQ;
- January XX, 2023 at 10:00 A.M. (CST) – Mandatory Pre-Submittal Meeting; The meeting will be held at Kimble County Courthouse, 501 Main Street, Junction, Texas in the District Courtroom.
- February XX, 2023 at 4:00 P.M. (CST) – Deadline for written requests for clarifications.
- February XX, 2023 at 4:00 P.M. (CST) – Sealed Statements of Qualifications due; SOQ's received after the date and time noted will not be accepted and will be returned unopened.
- February XX, 2023 – Firms evaluation
- February XX, 2023 – Interviews of firms (if determined necessary)
- February XX, 2023 – Anticipated date of award to selected CMR

Project Description

The ca. 1929 Kimble County Courthouse is a historically significant structure and site. It is designated as a National Register of Historic Places, a Recorded Texas Historical Landmark, and is a Texas State Antiquities Landmark.

Special caution in executing all stages of work to prevent damage to historic feature shall be always required. Many of the existing materials are historical and can only be replaced with identical materials and superior craftsmanship. Contractors shall notify the Architect and Owner when concealed historic conditions are uncovered during the work and documentation those conditions.

The County previously restored the original steel windows using emergency grant funding provided by the Texas Historical Commission's Historic Courthouse Preservation Program. They also recently received a planning grant to develop restoration construction documents that are 95% complete. In the most recent Round XII Grants, Kimble has been awarded \$5.2 million for the full restoration of the Courthouse. The selected CMR will work with the Architectural-Engineering team to value-engineer the scope to the County's budget.

Scope of Work (includes, but not limited to, the following)

- **Abatement:** prior to demolition, all asbestos will be removed from the building by a qualified hazardous materials abatement firm.
- **Site Work:** New ADA/TAS compliant ramp and handrail; a new mechanical enclosure, all utilities will be installed underground.
- **Exterior:** existing addition to be removed and original exterior wall restored, masonry cleaned with repairs to brick and cast stone, replace concrete steps at entrance with new handrails, foundation waterproofing, restoration and reconstruction of area wells, new exterior wood doors, and new single-ply membrane roof.
- **Interior:** New elevator and hoistway, new exit stair, repairs to or replacement of historic plaster where damaged, all historic woodwork to be stripped, repaired, and refinished, scored concrete floors to be restored, restored all doors and transoms, mismatched hardware will be replaced with appropriate material as needed, multi-color ceramic tile wainscot in corridor will be cleaned in place with areas of missing or damaged tile to be repaired or replaced, five vault doors and surrounds to be cleaned and restored; historic direction signage restored with new code compliant signage adjacent, historic cork floor will be repaired in place with new pieces matching historic where needed, new restrooms, repairs to clock mechanism, new blinds, basement to be reconfigured.
- **Structural:** includes modification to existing elements to accommodate new systems.
- **Mechanical, Electrical, and Plumbing:** new HVAC system (4-pipe chiller and gas-fired boiler), new air handler units, new ductwork concealed in chases, system includes outside air (Oa) per code. All new electrical service historical surface-mounted conduit to be replaced in-kind with any new lines will be a concealed installed, new period-appropriate fixtures throughout with

supplemental new LED lighting with minimal profile, emergency and exit lighting per code, new concealed conduit for data and telecom systems. All new plumbing for restrooms, new gas water heater, new hi-lo drinking fountains, new piping and condensate drains for mechanical.

- Fire Detection Systems: new zoned fire alarm system with new wet/dry sprinkler throughout.
- Miscellaneous Systems: New audio sound system for Courtrooms.

Statement of Qualifications

Information provided in response to this RFQ will be evaluated from the criteria below.

- (a) Acceptance of AIA 133-2019 or as Submitted with Deviations
- (b) Submittal of Statement of Qualifications per Proposal Form Requirements or AIA A305-2020 and All Exhibits
- (c) The competence and qualifications of the individuals who will be directly responsible for the proposed work based upon education and experience pertinent to the work considered. The team should be able to demonstrate experience in historic preservation projects.
- (d) Technical adequacy of the personnel to be utilized for the proposed work based upon qualifications and experience pertinent to the work considered.
- (e) Demonstrated experience of the prime firm based upon previous work similar to that of these project types.
- (f) Describe the typical pre-construction services provide be the firm, fees for services are to be included within this section.
- (g) Demonstrated firm's understanding of the CMAC/CMAR delivery method and describe firm's approach.
- (h) Prime firm's history of accuracy of cost estimates and ability to perform within budget guidelines and constraints.
- (i) Attach the AIA 133-2019 contract issues or exceptions that your firm would request if selected to provide the services listed herein.
- (j) CMAC Fees
- (k) Best Value to the County may consider one or more offerors for one, or all projects.

Format Requirements

The SOQ format should respond to items a-k above and should not exceed 30 pages in length (exclusive of samples of previous work, references, and resumes). One (1) original and eight (8) copies should be provided.

1. Responses shall be clearly identified and conform to items a through m above.
2. Project time-line: A proposed project schedule should be supplied identifying the beginning and ending of each phase of the work from design initiation through construction.
3. Return a completed Client Reference List for a minimum of five (5) references from current and recent clients on similar size projects or on projects of similar size and scope using the following format:

Client Name and Contact _____
 Address _____
 Phone _____
 E-Mail (if available) _____

PLEASE COMPLETE THIS INFORMATION AND ATTACH TO YOUR SOQ.

Please complete and place a check mark next to the insurance coverage that applies to your firm. Complete the same for each of your consultants.

Minimum Statutory Workers' Compensation Insurance, with Employers' Liability Insurance in the amount of \$ _____ / _____ / _____

Minimum Commercial General Liability Insurance of \$ _____ each occurrence

Minimum Business Automobile Liability Insurance of \$ _____ each occurrence on all vehicles used in connection with the contract, whether owned, non-owned or hired

Minimum Professional Liability Insurance of \$ _____ each occurrence

PROPOSED CMAC FEES: Use forms provided:

Proposed General Conditions _____ include form.
 Proposed GMAC Fee _____ include form.

END OF RFQ

YEARLY TOTALS							
People	2017	2018	2019	2020	2021	2022	2023
Sum of Adults	13365	13410	12726	6148	7417	7898	108
Sum of Teens	492	660	545	334	305	393	0
Sum of Children	2279	2263	2953	740	1433	2420	13
Sum of Visitor	375	272	271	177	104	119	0

YEARLY +/-					
People	2018	2019	2020	2021	2022
Sum of Adults	0.34%	-5.10%	-51.69%	20.64%	6.49%
Sum of Teens	34.15%	-17.42%	-38.72%	-8.68%	28.85%
Sum of Children	-0.70%	30.49%	-74.94%	93.65%	68.88%
Sum of Visitor	-27.47%	-0.37%	-34.69%	-41.24%	14.42%

MONTHLY +/-												
Years	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020												
Sum of Adults	-33.71%	-23.31%	-44.27%	-71.41%	-76.34%	-72.54%	-68.78%	-69.08%	-32.69%	-39.66%	-30.93%	-33.77%
Sum of Teens	267.39%	-69.23%	-77.27%	-45.45%	-80.60%	-55.07%	-95.51%	-87.69%	145.45%	-64.81%	-31.58%	-20.00%
Sum of Children	-3.95%	42.98%	-27.70%	-94.80%	-94.53%	-92.65%	-93.24%	-80.54%	-51.88%	-87.31%	-79.05%	-81.99%
2021												
Sum of Adults	-27.01%	-47.47%	12.33%	94.77%	71.88%	129.78%	113.54%	68.16%	4.59%	11.22%	11.78%	8.76%
Sum of Teens	-98.22%	-8.33%	-30.00%	16.67%	15.38%	35.48%	675.00%	525.00%	11.11%	136.84%	38.46%	143.75%
Sum of Children	-86.30%	-81.60%	-49.53%	157.14%	366.67%	802.44%	1315.79%	123.26%	-10.94%	224.00%	216.13%	263.83%
2022												
Sum of Adults	-22.92%	23.54%	-7.47%	8.59%	19.14%	8.32%	0.86%	38.81%	-10.29%	1.56%	-5.53%	30.40%
Sum of Teens	100.00%	-36.36%	-42.86%	107.14%	60.00%	142.86%	135.48%	-46.00%	-23.33%	0.00%	-66.67%	20.51%
Sum of Children	475.00%	0.00%	83.33%	127.78%	131.43%	77.03%	19.33%	37.50%	-1.75%	120.99%	-38.78%	104.68%

Note: Monthly +/- compares present year month to past year month

Categories	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Day Open Sum	17	20	22	21	22	23	20	23	21	20	19	20	248
Sum of Hours Open	116	148	184	165	167	189	166	157	175	170	149	152	1938
Adults Sum	427	551	607	607	641	911	700	887	593	715	547	712	7898
Teens Sum	6	7	4	29	24	102	73	27	23	45	6	47	393
Childrens Sum	115	30	99	82	162	655	321	132	56	358	60	350	2420
Visitor Sum	3	6	4	14	0	33	26	6	13	12	0	2	119
ST-Adults Sum	4	8	21	16	43	79	28	33	31	24	26	33	346
ST-Children Sum	7	8	23	14	43	192	46	29	30	26	23	34	475
SR-Adults Sum	0	3	0	0	0	120	10	10	0	0	0	0	143
SR-Teens Sum	0	0	0	0	0	19	0	0	0	0	0	0	19
SR-Children Sum	0	0	0	0	0	125	10	0	0	0	0	0	135
O-Adults Sum	24	0	3	0	4	17	0	200	0	12	43	148	451
O-Teens Sum	0	0	0	0	0	0	4	4	0	0	0	26	34
O-Children Sum	0	0	46	0	60	0	32	0	0	100	0	281	519
Adult Programs #	1	0	0	0	0	4	0	1	0	95	1	2	104
Teen Program #	0	0	0	0	0	2	0	0	0	25	0	1	28
Children's Program #	2	4	5	3	6	10	10	5	7	221	5	8	286
ILL Sum	0	0	0	0	0	3	0	0	0	0	0	0	3
Children's Computer Sum	0	0	19	16	33	100	79	49	20	38	31	39	424
New Cards Sum	0	0	3	6	3	6	3	3	8	2	1	0	35
Reference Calls Sum	76	118	118	130	123	351	202	173	150	112	37	176	1766
MR Sum	80	72	164	105	157	138	224	228	158	286	92	531	2235

Fund No. and Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Nov	Dec	Total
460 General	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
461 Books and Pub. Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
462 OC Fisher	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00		450.00	450.00	\$4,500.00
463 FOL	0.00	0.00	5000.00	0.00	0.00	0.00	0.00	0.00		0.00	2193.99	\$7,193.99
464 Copy Machine	408.00	258.22	487.65	381.10	613.85	442.96	498.93	590.89		502.55	491.81	\$4,675.96
465 J Frank Dobie	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
466 Fines	42.10	11.30	0.10	19.80	11.20	40.50	28.70	27.55		17.22	57.19	\$255.66
467 Tocker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
468 Laminating	2.00	12.00	12.40	10.00	20.00	0.00	80.10	16.00		20.00	0.00	\$172.50
469 Kensing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
470 ILL Postage	6.00	0.00	0.00	3.00	0.00	33.00	0.00	2.00		6.00	3.00	\$53.00
472 Fax	23.40	38.70	51.05	60.90	94.50	43.50	37.50	45.60		19.50	57.80	\$472.45
476 PEC Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
477 Hancher	4000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$4,000.00
478 Memorials	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$300.00
479 Promotional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
480 Donations & Misc.	152.65	117.70	638.10	663.55	237.45	2262.25	61.12	143.89		55.78	110.00	\$4,442.49
481 Yarborough	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00		0.00	0.00	\$400.00
482 E-Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
491 Bowen Teeple	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	\$0.00
Total	\$5,084.15	\$1,187.92	\$6,639.30	\$1,588.35	\$1,827.00	\$3,272.21	\$1,156.35	\$1,275.93	\$0.00	\$1,071.05	\$3,363.79	\$26,466.05

Circulation Stats													
Values	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Sum of Adult Fic.	262	317	347	291	296	342	351	340	305	307	316	317	3791
Sum of Adult NF	30	45	74	53	51	64	54	53	58	50	64	34	630
Sum of CD	21	40	19	7	11	19	15	17	14	27	20	22	232
Sum of DVD	147	162	177	157	171	134	170	164	164	137	118	139	1840
Sum of Easy	121	153	170	191	155	499	391	228	200	185	222	149	2664
Sum of Ebooks	636	524	469	434	451	411	427	318	394	402	386	334	5186
Sum of Junior & YA	47	50	54	26	121	188	208	75	128	40	57	123	1117
Sum of LP	57	65	67	70	65	75	73	77	68	64	66	57	804
Sum of Magazines	14	15	28	16	22	16	17	13	19	17	26	14	217
Sum of Paperbacks	18	0	0	0	0	0	0	0	0	0	0	0	18
Sum of Spanish	0	0	0	9	1	5	10	6	3	3	2	2	41
Sum of I.L.L.	1	0	1	1	10	2	0	0	1	1	0	1	18

-DEVELOPMENT AGREEMENT
BETWEEN
PERMIAN HIGHWAY PIPELINE EXPANSION
AND
KIMBLE COUNTY OF TEXAS

Parties:

Permian Highway Pipeline (PHP), a developer of a Compressor Station proximate to Kimble County Road 472 and a historic village site known as Noxville, TX with an existing residential subdivision named James River Ranch (**the Community**) in association with the Permian Highway Pipeline Expansion Project, "**PHP EXP**".

Kimble County, "**the County**" a political subdivision, recognized by the STATE OF TEXAS, and its' residents of Precinct #4, are dedicated to best practices for the environment, economic investment, and prospering communities for the purpose of protecting individual property rights and values.

Purpose:

This Development Agreement "DA" documents the commitments between the parties related to elements associated with the design and operation of the compressor station that affect the referenced Community. The DA establishes a level of trust for current engagement and a future positive and collaborative working relationship between the parties.

Commitments:

The commitments listed below are general agreements which have been communicated in meetings between the parties. These commitments are not an exhaustive list nor all inclusive. The parties will continue to refine and adjust these commitments as discussions continue in an effort to seek reasonable, cost-effective accommodation of Kimble County's concerns as deemed feasible by PHP EXP.

1. **Sound Emissions** - Compressors can generate a significant amount of noise depending on the type of compressor, sound mitigation technologies used, the slope of the land surrounding the compressor, and other factors. Compressor buildings generally incorporate insulated walls, shielded exhaust systems, and advanced fan technology to dampen sound. Newly constructed compressor facilities in Texas may incorporate these features, including compressor fan enclosures and sound barrier fences, particularly when the facility site is less than ¼ mile from residential dwellings. noise mitigation
2. Consequently, PHP EXP will install sound mitigation for the compressor station facility, consisting of equipment enclosures for the compressors and turbines, air intake silencers, exhaust silencers, blowdown silencers, variable speed fans, , and piping insulation as necessary. PHP EXP is committed to completing a sound study before and after the station becomes operational. This sound study will be used to evaluate additional sound mitigation measures.

3. PHP EXP will work with the County, the Community and/or specific landowners to address noise complaints (if any) associated with specific equipment during compressor station operation to identify appropriate effective mitigations.
4. PHP EXP will limit blowdown events to only compressor station equipment for planned maintenance, commissioning activities or emergency situations. PHP will not conduct pipeline blowdowns at this compressor station, except for emergencies.
5. PHP EXP will install a wall around the footprint of the completed facility at a minimum height of 12 vertical feet to accomplish the objective of minimizing the public view and transmitted sound of the industrial facility adjacent to a platted subdivision. Design of the wall will be reviewed by both parties prior to purchase and installation. Any Sound Barrier Acoustical Wall System required would be directed by the initial noise studies.
6. PHP EXP currently plans to paint the metal buildings a neutral color, including roof, trim and doors to help blend into the surroundings. However, PHP will coordinate with the County and Community to consider the selection of colors. PHP will paint piping and other ancillary equipment in a neutral or beige color where possible and not prevented by regulation.
7. PHP EXP will improve and maintain KC Road 472 during the period of construction to facilitate the safe movement of vehicles and heavy equipment. At the completion of the construction project, the County and Community an appropriate driveway to the facility with flood/erosion controls and dust mitigation.
8. PHP EXP will be respectful of the proximity to the existing residential areas and will keep typical construction activities between 7:00 AM Central and 7:00 PM Central for Mondays-Saturdays. PHP EXP reserves the right to construct on Sundays and at night as required to make schedule. PHP EXP will work to coordinate the night and Sunday construction with the community.
9. **Light Emissions** - PHP EXP will install lighting that is directed down and within compressor site. PHP will turn off lights at night during compressor operations when no employees are on site and working.
10. **Safety Considerations** - Compressor stations incorporate a variety of safety systems and practices to protect the public and station employees in the event of an emergency. For example, every station has an emergency shutdown system (ESD) connected to a control system that can detect abnormal conditions such as an unanticipated pressure drop or natural gas leakage. These emergency systems will automatically stop the compressor units and isolate and vent compressor station gas piping. Regulations require that compressor stations periodically test and perform maintenance on the emergency shutdown system to ensure reliability. It is advisable for landowners, neighbors, and first responders to become familiar with safety systems, testing procedures, and emergency response protocols for compressor stations in their area.
11. PHP EXP will provide a CS Fact Sheet and contact numbers to the County and Community. The County and Community will supply to PHP EXP a contact list of

individuals for the purpose of scheduled and emergency event notifications. PHP EXP will provide advance notice for routine and scheduled tests which are anticipated exceed the Sound Emission objectives to alleviate public concerns.

12. PHP EXP, County and Community seek to build a positive working relationship for addressing issues which arise now and in the future in the spirit of a beneficial resolution for both parties.
13. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email transmission, to the party to whom notice is given at the email address for such party set forth below, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

To County: Kimble County Judge
 501 Main Street
 Junction, TX 76849-4763

With copy to: Kimble County Clerk
 501 Main Street
 Junction, TX 76849-4763

To Declarant: Permian Highway Pipeline LLC
 1001 Louisiana St., Suite 1000
 Houston, TX 77002

14. **Force Majeure.** Declarant and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire, pandemic, or strike.
15. **Assignment.** This Agreement may be assigned by the Declarant without the written consent of the Kimble County Commissioners Court.
16. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Declarant, respectively.
17. **Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
18. **Agreement Binds Successors and Runs with the Land.** This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on and benefit all Owners. After the Effective Date hereof, this Agreement, at the County's cost, shall be recorded in the Official Public Records of Kimble County, Texas.

IN WITNESS THEREOF, the parties have executed this agreement on the 19th day of February, 2023

COUNTY:

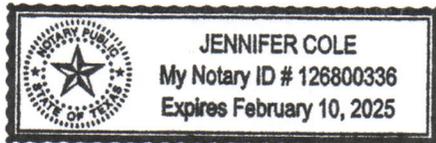
Hal Rose
HON. Hal Rose

Kimble County Judge

The State of Texas,
County of Kimble,

Before me Jennifer Cole on this day personally appeared Hal Rose, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of February, A.D., 20 23.



Jennifer Cole
Name: Jennifer Cole
Notary Public

DECLARANT:

Scott Bacon

Authorized Agent

The State of Texas,
County of Kimble, Harris TAO

Before me Theresia L. Olson on this day personally appeared Scott Bacon, proved to me through employment @ KMT to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6th day of February, A.D., 2023.



Theresia L. Olson
Name: Theresia L. Olson
Notary Public