

**KIMBLE COUNTY COMMISSIONERS COURT**  
**REGULAR MEETING – JUNE 11, 2024 @ 9:00 AM**

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

**COURT PRESENT:**

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

**ELECTED OFFICIALS PRESENT:**

Sheriff Castleberry, County Attorney Andrew Heap, Treasurer Billie Stewart

**VISITORS: SEE ATTACHED LIST (If Applicable)**

AGENDA ITEMS:

**Call to order:**

Commissioner Simon called the meeting to order at 9:01a,

**Convene meeting and establish quorum.**

Quorum was established with three Commissioners present  
Invocation – 9:02am  
Pledge – 9:03am

**3. Public Comments:**

- a. Collin Wood brought up a question regarding donations (monetary or materials), is it tax deductible?
- b. Does it go before the Commissioners Court for approval
- c. Advised to discuss with a tax professional

**4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.**

- a. Fire department weighs in on burn ban, with all the rain we have had they are ok with leaving the burn ban off, no action taken

**5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent, including discussion of precinct priorities and approval of County culvert, driveway, tinhorn and road use/maintenance policies, permits and agreements.**

- a. E.T., Road and Bridge Supervision, presents report covering May 14<sup>th</sup> – June 10<sup>th</sup> (see attached)
- b. Commissioner Schultz discussed culvert issue on KC130, discussion continues under Agenda Item #6
- c. Main goal is to have roads passable, should not put it on a curve
- d. E.T. mentioned the difficulty fixing roads washed out by rain due to the lack of material
- e. Motion to approve E.T.'s report made by Commissioner Dunagan, second by Commissioner Simon, all present in favor, motion carries

**6. Consideration, discussion, and possible action regarding request to replace gates on KC140 with electric gates.**

- a. Collin Wood requests to replace gates on KC140,
  - b. Two (2) 14' electric fence w/sensors on both sides and quick button, if all fails a pin (like a trailer hitch) can be pulled to get through
  - c. Commissioner Simon said the County will not maintain electric gates, it will be Collins responsibility to maintain, emergency vehicles must be able to get through
  - d. Advised Mr. Wood should consider his neighbors, possibly move it up 40'to make it safer and not right next to a drop off
  - e. Commissioner Simon believes this is not a county decision, it's up to the landowner, we do not have a set right-of-way
  - f. County Attorney weighs in that if the neighbors agree and the gate meets specs
  - g. Motion to approve the two new electric gates requested by Collin Wood made by Commissioner Shultz, second by Commissioner Dunagan, all present in favor, motion carries
- 7. Consideration, discussion, and possible action regarding acceptance of \$1000.00 donation from Dale Johnson related to CR 315.**
  - a. Motion to approve donation made by Commissioner Schultz, second by Commissioner Dunagan, all in favor, motion carries
- 8. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.**
  - a. One new road request, Las Lomas Drive, by the new Tractor Supply, not considered a city street, County only needs to approve the name
  - b. Motion to approve the new road name request made by Commissioner Schultz, second by Commissioner Dunagan, all present in favor, motion carries
- 9. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.**
  - a. Upon review of the report presented by Kenda McPherson, Commissioner Schultz makes a motion to accept the report, Commissioner Simon seconds, all present in favor, motion carries
- 10. Consideration, discussion, and possible action regarding recognizing the Kimble County Historical Commission for Distinguished Service Award for 2023 from the Texas Historical Commission.**
  - a. Tabled, no one is here from the Historical Commission
- 11. Consideration, discussion, and possible action regarding the appointment of Dr. Jay Jackson as a replacement for Dr. Noe Martinez as the Kimble County Health Authority and recognition of Dr. Martinez's years of service in the role.**
  - a. Commissioner Shultz made a motion to approve Dr. Jackson as the Kimble County Health Authority, Second by Commissioner Dunagan, all present in favor, motion carries
  - b. Tabled, for a later date when Dr. Martinez and Judge Rose can be present for proper recognition
- 12. Consideration, discussion, and possible action regarding a Contract for Secure Short-Term Detention of Juvenile Offenders with Victoria County.**
  - a. Motion to approve the Interlocal Agreement with Victoria County for Juvenile services made by Commissioner Schultz, second by Commissioner Simon, all present in favor, motion carries

**13. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court.**

- a. Sheriff Castleberry presents monthly report
- b. 100' lease tower with Motorola with radios which will be covered by the grant
- c. Provided an update on current vehicles out of commission, two K-9 handler officers hired on by Ingram PD, K-9 contracts will also be purchased by Ingram, money will go back to the grants that originally supported that venture and overall staffing shortages. Applications pending for some positions
- d. Bullet resistance grant pending
- e. Provides report on calls and citations for May 2024 (see attached)
- f. Advised they passed their jail inspection, certificate forthcoming
- g. Provided update on SB 22 monies and how it's been spent, this is the grant that increased the sheriff's salary up to \$75k, reviewing balance to possibly increase current employee salaries, looking into Sergeant position to include in 2025 budget
- h. Old tower possibly set up in London on the community center/ fire department
- i. Motion to approve Sheriff Castleberry's report made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries

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

- a. None given

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

- a. Motion to approve and pay bills made by Commissioner Simon, second by Commissioner Shultz, all present in favor, motion carries

**16. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-11 authorizing same.**

- a. Motion to amend the budget to conform to revenues and expenditures under CC-2024-11 made by Commissioner Simon, second by Commissioner Schultz, all present in favor, motion carries

**17. Adjournment.**

- a. Motion to adjourn made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries, meeting adjourned at 10:37am

There being no further business, Court adjourned this 11th day of JUNE, 2024

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

## KIMBLE COUNTY COMMISSIONERS COURT MEETING

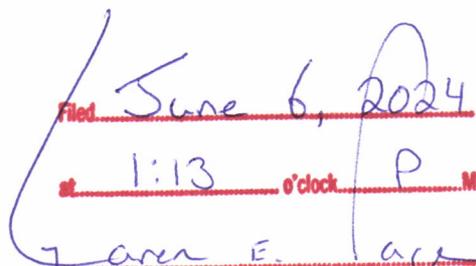
Notice is hereby given that the Kimble County Commissioners Court will convene in the County Courtroom of the Kimble County Courthouse, 501 Main Street, Junction, Texas 76849, **at 9:00 a.m. on Tuesday, June 11, 2024**

### AGENDA

1. Call to order.
2. Convene meeting and establish quorum.
3. Public comments are welcome. Please limit comments to five minutes or less.
4. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
5. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent, including discussion of precinct priorities and approval of County culvert, driveway, tinhorn and road use/maintenance policies, permits and agreements.
6. Consideration, discussion, and possible action regarding request to replace gates on KC140 with electric gates.
7. Consideration, discussion, and possible action regarding acceptance of \$1000.00 donation from Dale Johnson related to CR 315.
8. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
9. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
10. Consideration, discussion, and possible action regarding recognizing the Kimble County Historical Commission for Distinguished Service Award for 2023 from the Texas Historical Commission.
11. Consideration, discussion, and possible action regarding the appointment of Dr. Jay Jackson as a replacement for Dr. Noe Martinez as the Kimble County Health Authority and recognition of Dr. Martinez's years of service in the role.
12. Consideration, discussion, and possible action regarding a Contract for Secure Short-Term Detention of Juvenile Offenders with Victoria County.
13. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court.
14. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
15. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
16. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2024-11 authorizing same.
17. Adjournment.

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

  
Hal A. Rose, County Judge

  
Filed June 6, 2024  
at 1:13 o'clock P M  
Karen E. Page  
Karen E. Page, County Clerk, Kimble County, Texas

COMMISSIONER'S COURT  
MEETING 6/11/2024

VISITORS PLEASE SIGN IN

1 *DALE Johnson Fire*

2 *Collin Wood*

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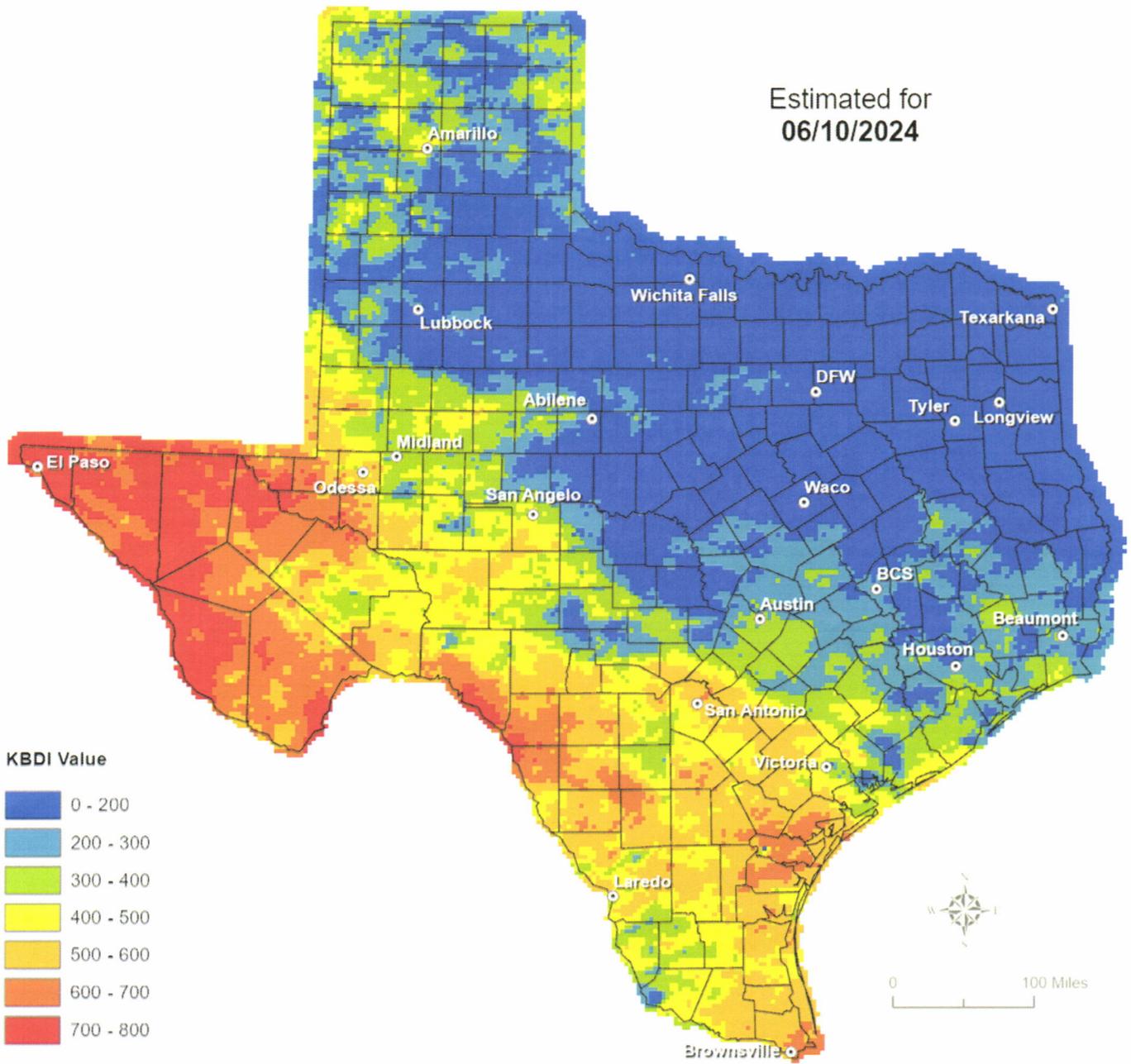
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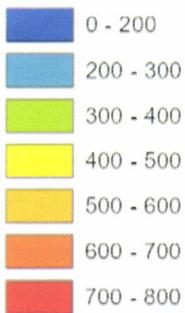
# Keetch-Byram Drought Index

(4 km x 4 km resolution)

Estimated for  
06/10/2024



### KBDI Value



# Kimble County Road & Bridge Report

Supervisor E.T. Sparks

5/14/2024 6/10/2024

Hauled base from yard to CR3721 low water crossing washed out. CR410 putting in base blading and watering, rolling it in.

5/15/24

Continued hauling base on CR410. Repaired crossing on CR3151 pushed up material back around the tin horn put base on the road and bladed.

5/16/20/24

Bladed material on CR410.

5/21/24

Built ramps for bob cat trailer, material on CR 410.

5/22/24

Cut brush on CR410. Repaired wash outs on CR 130 due to rain.

5/23/28/24

Base on CR410. Hauled equipment to CR275.

5/29/24

repairs on track water tr. replaced air chamber, hose  
on roller, green water tr. air chamber.

5/30/24

CR275 hauler grinder, continued with material on  
CR410.

5/31/24

Bladed on CR420,421 due to the rain, roads had  
moisterute and wash outs due to the rain.

6/1/24

Finished blading on CR420,421 and cleaned up rocks  
on CR370 that washed in the road with bobcat.

6/3/4/5/24

Material on CR410 .

6/6/24

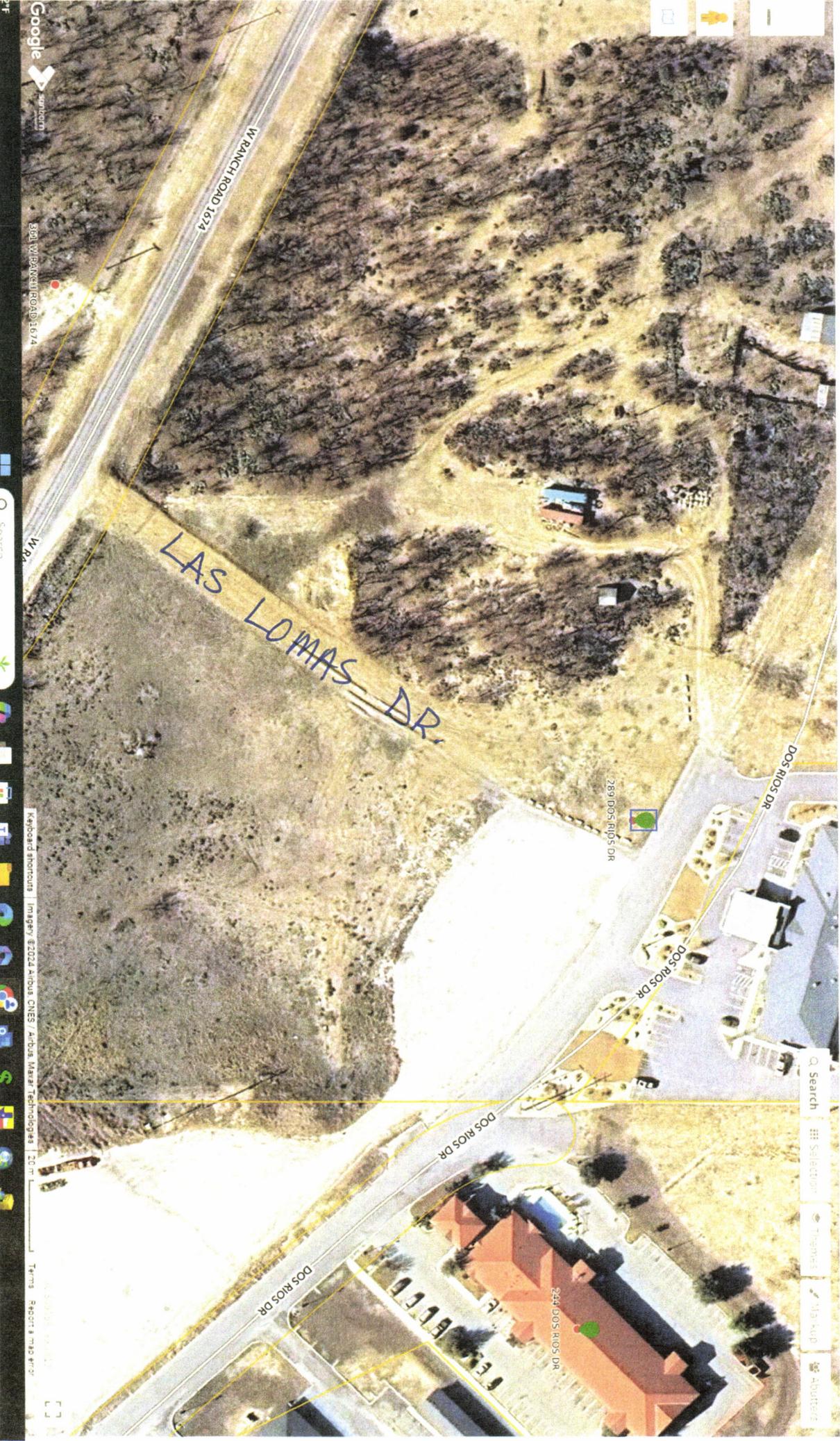
Material on CR410. Put wafers on sweeper.

6/10 24

Started on CR 275 ,pulling ditches ,back slopes ect.







Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 05/2024 - 05/2024

Registration and Title System Report

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

Funds Category: All

Office: All

Inventory Item Counts		
Item Description	Items Sold Count	Void Count
30 DAY PERMIT	11	0
BLUE DISABLED PLACARD	7	0
DISABLED PERSON PLT	4	0
FARM TRLR PLT	7	0
FARM TRUCK PLT	1	0
MOTORCYCLE PLT	2	2
ONE-TRIP PERMIT	2	0
PASSENGER-TRUCK PLT	24	1
PLATE STICKER	156	0
RED DISABLED PLACARD	4	0
TOKEN TRLR PLT	1	0
TRAVEL TRLR PLT	2	0
TRLR PLT	8	0
WINDSHIELD STICKER	336	3
<b>Total</b>	<b>565</b>	<b>6</b>

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	16.50
CLASSIC BLACK - SILVER C RNW	175.00
CNTY ROAD BRIDGE ADD-ON FEE	4,050.00
DELINQUENT TRANSFER PENALTY	10.00
DELTQ TRANS PENALTY 2008	1,100.00
DISABLED VETERAN PLT	6.00
DUPLICATE RECEIPT	2.00
ELECTRIC VEHICLE FEE	200.00
INSPECTION FEE-1YR	2,392.50
INSPECTION FEE-CDEC	44.00
INSPECTION FEE-CW	44.00
INSPECTION FEE-NLTSI	8.25
INSPECTION FEE-OBNDL	24.75
INSPECTION FEE-TLMC	210.00
LARGE STAR WHITE/BLACK C APL	0.00
LATE REGISTRATION PENALTY	20.95
MOBILITY / CLEAN AIR FEE	165.00
ONLINE DISCOUNT	(50.00)



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**FEE COLLECTION AND DISTRIBUTION REPORT**

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Registration and Title System Report

Start Month: May  
 Funds Category: All  
 Office: All

End Month: May

Start Year: 2024

End Year: 2024

Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
ORGAN DONOR FEE	3.00
P&H 30-DAY PERMIT	275.00
P&H ANTIQUE PLT	50.00
P&H COMBINATION PLT	1,375.00
P&H MAIL IN FEE	33.25
P&H ONE TRIP PERMIT	10.00
P&H PLATE STICKER	6,426.50
P&H TMP PERMIT FEE	61.75
P&H TXO COMP	(100.00)
P&H TXO FEE	237.50
P&H WALK IN FEE	1,966.50
P&H WINDSHIELD STICKER	17,018.29
REG FEE-DPS	333.00
REGIS. CREDIT REMAINING	(377.06)
REPLACEMENT FEE	150.00
STATE PARKS DONATION	10.00
TEMPORARY DISABLED PLACARD	20.00
TEXAS A&M (MAROON) A RNW	112.50
TRANSFER	97.50



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End Month: May

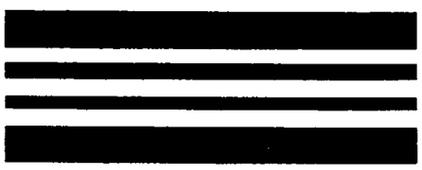
Start Year: 2024

End Year: 2024

Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
VETERANS' FUND	7.00
WINDSHIELD STICKER	10.15
<b>REGISTRATION - Sub Total</b>	<b>36,138.83</b>
SALES TAX	
SALES TAX FEE	14,917.56
SALES TAX PENALTY FEE	159.70
TERP TITLE FEE	830.00
<b>SALES TAX - Sub Total</b>	<b>15,907.26</b>
TITLE	
TITLE APPLICATION FEE	715.00
<b>TITLE - Sub Total</b>	<b>715.00</b>
YOUNG FARMER	
YOUNG FARMER PROGRAM	65.00
<b>YOUNG FARMER - Sub Total</b>	<b>65.00</b>
<b>Total</b>	<b>52,826.09</b>

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION				



Texas Department of Motor Vehicles

RTS.FIN.012

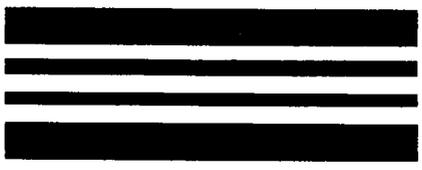
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 05/2024 - 05/2024

Registration and Title System Report

Start Month: May End Month: May Start Year: 2024 End Year: 2024 Office Category: County
Funds Category: All
Office: All

Table with 5 columns: Funds Category, TXDMV Amount Due (\$), County Amt Due (\$), Other Amt Due (\$), Total Amt Due (\$). Rows include categories like ANT TXDMV PART, AUTOMATION FEE, CO R & B FUND, DELQ TRANSFER, etc.



Texas Department of Motor Vehicles

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**FEE COLLECTION AND DISTRIBUTION REPORT**

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Registration and Title System Report

Start Month: May      End Month: May      Start Year: 2024      End Year: 2024      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-1	702.00	0.00	0.00	702.00
INSP TXONLINE-2	1.00	0.00	0.00	1.00
MBLTY / CLN AIR	44.00	0.00	0.00	44.00
OPT RD & B FEE	0.00	4,070.00	0.00	4,070.00
ORGAN DONOR	3.00	0.00	0.00	3.00
OUTOFCNTY-CRDT	(135.55)	0.00	0.00	(135.55)
P&H CNTY MAILIN	0.00	16.10	0.00	16.10
P&H CNTY TMPT F	0.00	61.75	0.00	61.75
P&H CNTY TXO	0.00	12.50	0.00	12.50
P&H CNTY WALKIN	0.00	952.20	0.00	952.20
P&H DMV COMP	1,020.95	0.00	0.00	1,020.95
P&H TXO COMP	(100.00)	0.00	0.00	(100.00)
P&H TXO DISCNT	(50.00)	0.00	0.00	(50.00)
REG FEE-DPS	333.00	0.00	0.00	333.00
REPL FEE \$6	87.50	62.50	0.00	150.00
SP-TXDOT VP CRD	(0.50)	0.00	0.00	(0.50)
SPL TXDOT PART	6.00	0.00	0.00	6.00
STATE PARKS	10.00	0.00	0.00	10.00

Run Date: 06/05/2024  
 Run Time: 9:56:02 AM



Texas Department of Motor Vehicles

Registration and Title System Report

RTS:FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 05/2024 - 05/2024

Start Month: May      End Month: May      Start Year: 2024      End Year: 2024      Office Category: County  
Funds Category: All  
Office: All

Funds Distribution					
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
TRANS OF REGIS	48.75	48.75	0.00	97.50	
VENDOR DMV RNWL	15.33	0.00	0.00	15.33	
VENDOR FD6 05%	13.60	0.00	0.00	13.60	
VENDR CNTY CMSN	0.00	0.50	0.00	0.50	
VETERANS' FUND	7.00	0.00	0.00	7.00	
VNDRFD1 DMV 95%	258.57	0.00	0.00	258.57	
<b>REGISTRATION - Sub Total</b>	<b>5,483.15</b>	<b>30,655.68</b>	<b>0.00</b>	<b>36,138.83</b>	
<b>SALES TAX</b>					
SALES TAX	0.00	0.00	15,077.26	15,077.26	
TERP TITLE FEE	0.00	0.00	830.00	830.00	
<b>SALES TAX - Sub Total</b>	<b>0.00</b>	<b>0.00</b>	<b>15,907.26</b>	<b>15,907.26</b>	
<b>TITLE</b>					
TITLE APPL FEES	165.00	275.00	0.00	440.00	
TITLE APPL-COMP	275.00	0.00	0.00	275.00	
<b>TITLE - Sub Total</b>	<b>440.00</b>	<b>275.00</b>	<b>0.00</b>	<b>715.00</b>	
<b>YOUNG FARMER</b>					
YOUNG FARMER FD	0.00	0.00	65.00	65.00	
<b>YOUNG FARMER - Sub Total</b>	<b>0.00</b>	<b>0.00</b>	<b>65.00</b>	<b>65.00</b>	



Texas Department of Motor Vehicles

Registration and Title System Report

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FEE COLLECTION AND DISTRIBUTION REPORT

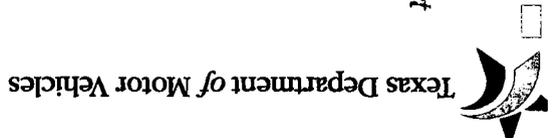
Date Range: 05/2024 - 05/2024

Start Month: May      End Month: May      Start Year: 2024      End Year: 2024      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	5,923.15	30,930.68	15,972.26	52,826.09



# Fiscal Year to Date Recap Report

May 2024 (05/01/2024 - 05/31/2024)

6/5/2024 5:31:57PM

Totals for Entity: **BPGKM BPP KIMBLE COUNTY**

Fiscal Year: **2024**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2006	11.19	0.00	11.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.19	0.000
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	0.000
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	0.000
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	0.000
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	0.000
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	0.000
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	0.000
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	0.000
2017	55.90	0.00	55.90	0.99	0.00	0.00	0.99	0.12	0.74	0.36	0.00	2.21	54.91	0.177
2018	65.09	0.00	65.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.09	0.000
2019	82.85	0.00	82.85	3.76	0.00	0.00	3.76	0.46	1.77	1.20	0.00	7.19	79.09	0.454
2020	78.88	0.00	78.88	3.21	0.00	0.00	3.21	0.38	1.24	0.97	0.00	5.80	75.67	0.407
2021	238.05	0.00	238.05	2.25	0.00	0.00	2.25	0.27	0.56	0.62	0.00	3.70	235.80	0.095
2022	422.53	0.00	422.53	61.98	0.00	0.00	61.98	7.44	7.43	15.37	0.00	92.22	350.55	1.467
Totals for All Delinquent Years														
Totals for All Years:														
	1,235.74	0.00	1,235.74	72.19	0.00	0.00	72.19	8.67	11.74	18.52	0.00	111.12	1,163.55	
Refunds Paid:	1,235.74	0.00	1,235.74	72.19	0.00	0.00	72.19	8.67	11.74	18.52	0.00	111.12	1,163.55	0.26

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

May 2024 (05/01/2024 - 05/31/2024)

6/5/2024 5:31:57PM

Totals for Entity: **GKM KIMBLE COUNTY**

Fiscal Year: **2024**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	91.96	0.00	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000
1997	122.42	0.00	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000
1998	154.70	0.00	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000
1999	105.57	0.00	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000
2000	148.00	0.00	148.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	.0000
2001	35.13	0.00	35.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.13	.0000
2002	32.82	0.00	32.82	0.05	0.00	0.00	0.05	0.01	0.13	0.03	0.00	0.22	32.77	.0015
2003	791.64	0.00	791.64	6.86	0.00	0.00	6.86	0.82	16.74	3.66	0.00	28.08	794.76	.0087
2004	553.13	0.00	553.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	553.13	.0000
2005	609.93	0.00	609.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	609.93	.0000
2006	972.12	0.00	972.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	972.12	.0000
2007	817.50	0.00	817.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	817.50	.0000
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,005.63	0.00	1,005.63	6.11	0.00	0.00	6.11	0.73	10.38	3.45	0.00	20.67	999.52	.0061
2010	904.19	0.00	904.19	1.19	0.00	0.00	1.19	0.14	1.87	0.64	0.00	3.84	903.00	.0013
2011	1,086.15	0.00	1,086.15	9.36	0.00	0.00	9.36	1.12	13.58	4.81	0.00	28.87	1,076.79	.0086
2012	1,289.75	0.00	1,289.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,289.75	.0000
2013	1,485.65	0.00	1,485.65	6.80	0.00	0.00	6.80	0.82	8.39	3.20	0.00	19.21	1,478.85	.0046
2014	1,759.74	0.00	1,759.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,759.74	.0000
2015	2,892.57	0.00	2,892.57	7.50	0.00	0.00	7.50	0.90	7.43	3.17	0.00	19.00	2,895.07	.0026
2016	4,012.32	0.00	4,012.32	163.84	0.00	0.00	163.84	19.66	139.83	64.67	0.00	388.00	3,948.48	.0408
2017	3,891.31	0.00	3,891.31	146.06	0.00	0.00	146.06	17.53	108.55	54.43	0.00	326.57	3,745.25	.0375
2018	8,029.49	0.00	8,029.49	666.16	0.00	0.00	666.16	79.94	406.50	230.54	0.00	1,363.14	7,363.33	.0830
2019	8,802.74	0.00	8,802.74	957.04	0.00	0.00	957.04	114.84	473.09	308.98	0.00	1,853.95	7,945.70	.1087

\* 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

May 2024 (05/01/2024 - 05/31/2024)

6/5/2024 5:31:57PM

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

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	EFF Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
2020	9,353.11	90.35	9,443.46	1,186.18	0.00	0.00	1,186.18	131.48	406.89	326.85	0.00	2,051.40	8,257.28	.1256
2021	25,108.05	149.52	25,257.57	3,586.57	0.00	-8.09	3,578.48	462.07	1,010.77	1,064.63	0.00	6,124.04	21,679.09	.1417
2022	52,217.06	-253.88	51,963.18	11,875.43	0.00	-25.12	11,850.31	1,467.88	1,729.80	3,254.75	0.31	18,328.17	40,112.87	.2281
2023	2,007,659.38	-23,529.28	1,984,130.10	1,760,323.76	6.14	16,381.81	1,776,711.71	17,087.70	4,824.66	0.00	25.97	1,782,262.09	207,418.39	.8955

Totals for All Delinquent Years

	127,670.99	-14.01	127,656.98	18,619.15	0.00	-33.21	18,585.94	2,297.94	4,333.95	5,323.81	0.31	30,575.16	109,071.04	
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Totals for All Years:

	2,135,330.37	-23,543.29	2,111,787.08	1,778,942.91	6.14	16,348.60	1,795,297.65	19,385.64	9,158.61	5,323.81	26.28	1,812,837.25	316,489.43	1.69
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Refunds Paid:

				-9,698.80		-107.26		-35.18	-10.05	0.00	-0.04	-9,744.07		
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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

# Fiscal Year to Date Recap Report

May 2024 (05/01/2024 - 05/31/2024)

6/5/2024 5:31:57PM

Totals for Entity: All

Fiscal Year: 2024

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt Fee	Overage	Payments	Balance	%
1985	20.15	0.00	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.15	.0000
1987	21.40	0.00	21.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.40	.0000
1988	23.54	0.00	23.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.54	.0000
1989	24.58	0.00	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58	.0000
1990	25.31	0.00	25.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.31	.0000
1991	58.02	0.00	58.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.02	.0000
1992	76.17	0.00	76.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.17	.0000
1993	82.23	0.00	82.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.23	.0000
1994	84.71	0.00	84.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.71	.0000
1995	97.94	0.00	97.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.94	.0000
1996	91.96	0.00	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000
1997	122.42	0.00	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000
1998	154.70	0.00	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000
1999	105.57	0.00	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000
2000	148.00	0.00	148.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	.0000
2001	35.13	0.00	35.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.13	.0000
2002	32.82	0.00	32.82	0.05	0.00	0.00	0.05	0.01	0.13	0.03	0.00	0.22	32.77	.0015
2003	791.64	0.00	791.64	6.86	0.00	0.00	6.86	0.82	16.74	3.66	0.00	28.08	784.78	.0087
2004	553.13	0.00	553.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	553.13	.0000
2005	609.93	0.00	609.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	609.93	.0000
2006	983.31	0.00	983.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	983.31	.0000
2007	817.50	0.00	817.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	817.50	.0000
2008	884.26	0.00	884.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	884.26	.0000
2009	1,005.63	0.00	1,005.63	6.11	0.00	0.00	6.11	0.73	10.38	3.45	0.00	20.67	999.52	.0061
2010	913.08	0.00	913.08	1.19	0.00	0.00	1.19	0.14	1.87	0.64	0.00	3.84	911.89	.0013
2011	1,096.16	0.00	1,096.16	9.36	0.00	0.00	9.36	1.12	13.58	4.81	0.00	28.87	1,086.80	.0085
2012	1,310.39	0.00	1,310.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,310.39	.0000
2013	1,490.01	0.00	1,490.01	6.80	0.00	0.00	6.80	0.82	8.39	3.20	0.00	19.21	1,483.21	.0046
2014	1,766.41	0.00	1,766.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,766.41	.0000
2015	3,000.41	0.00	3,000.41	7.50	0.00	0.00	7.50	0.90	7.43	3.17	0.00	19.00	2,992.91	.0025
2016	4,135.16	0.00	4,135.16	163.84	0.00	0.00	163.84	19.66	139.83	64.67	0.00	388.00	3,971.32	.0396
2017	3,947.21	0.00	3,947.21	147.05	0.00	0.00	147.05	17.65	109.29	54.79	0.00	328.78	3,800.16	.0373
2018	8,094.58	0.00	8,094.58	666.16	0.00	0.00	666.16	79.94	406.50	230.54	0.00	1,383.14	7,428.42	.0823
2019	8,885.59	0.00	8,885.59	960.80	0.00	0.00	960.80	115.30	474.86	310.18	0.00	1,861.14	7,924.79	.1081

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

May 2024 (05/01/2024 - 05/31/2024)

6/5/2024 5:31:57PM

Totals for Entity: All

Fiscal Year: 2024

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	All Fee	Overage	Payments	Balance	%
2020	9,431.99	90.35	9,522.34	1,189.39	0.00	0.00	1,189.39	131.86	408.13	327.82	0.00	2,057.20	8,332.95	1.249
2021	25,346.10	149.52	25,495.62	3,588.82	0.00	-8.09	3,580.73	462.34	1,011.33	1,065.25	0.00	6,127.74	21,914.89	1.404
2022	52,639.59	-253.88	52,385.71	11,937.41	0.00	-25.12	11,912.29	1,475.32	1,737.23	3,270.12	0.31	18,420.39	40,473.42	2.274
2023	2,007,659.38	-23,529.28	1,984,130.10	1,760,323.76	6.14	16,381.81	1,776,711.71	17,087.70	4,824.66	0.00	25.97	1,782,262.09	207,418.39	8955
Totals for All Delinquent Years														
	128,806.73	-14.01	128,892.72	18,691.34	0.00	-33.21	18,658.13	2,306.61	4,345.69	5,342.33	0.31	30,686.28	110,234.59	
Totals for All Years:														
	2,136,566.11	-23,543.29	2,113,022.82	1,779,015.10	6.14	16,348.60	1,795,369.84	19,394.31	9,170.35	5,342.33	26.28	1,812,948.37	317,652.98	1.99
Refunds Paid:														
				-9,698.80		-107.26		-35.18	-10.05	0.00	-0.04	-9,744.07		

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

Kimble



*Victoria Regional Juvenile Justice/Detention Facility  
97 Foster Field Dr.  
Victoria, Texas 77904  
(361) 575-0399 Fax (361) 576-0134  
Pama Hencerling, Chief*

May 9, 2024

Dear Chief:

Please find attached the contracts for detention/residential services effective September 1, 2024.

As we move forward with the contract process for FY 2025, I wanted you to know that there will be **NO** increase for **detention/pre-adjudication!** The rate will remain at **\$200.00** per day. This contract does have an Evergreen Clause and does not have to be resubmitted; however, if you choose to do so, we have attached a new contract.

There will be **NO** increase in the **Specialized** Level of Care will remain at **\$250.00** and the **Specialized Pregnant Offender Program WILL** increase to **\$375.00** a day. This will need to be resubmitted due to the increase. Please remember that with TJJD approval, State Diversionary Funds is available for the post program.

I wanted to get this information to you as soon as possible as I know everyone will be preparing budgets in the next few months.

If you would like to receive a contract in the mail, please let us know and we will be happy to mail them to you. Please send back the approved contract **SIGNED** and an executed copy will be returned to you after it goes through Victoria County Commissioners' Court.

I hope you all know that myself and all staff at the Victoria Regional Juvenile Justice Facility is and always will be committed in the mission of providing services to your department and the kids you serve. If you ever have a problem or question, please feel free to contact me via email [phencerling@vctx.org](mailto:phencerling@vctx.org) or by phone (361) 575-0399.

We appreciate and thank you for your business.

Sincerely,

Pama Hencerling, Chief Juvenile Probation Officer

**CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM  
DETENTION OF JUVENILE OFFENDERS  
SPACE AVAILABLE**

STATE OF TEXAS  
COUNTY OF VICTORIA

VICTORIA COUNTY JUVENILE BOARD  
VICTORIA COUNTY JUVENILE JUSTICE CENTER  
**Detention Services**

**September 1, 2024 – August 31, 2025**

This Agreement is entered into by and between Kimble County, acting by and through its duly authorized representative ( hereinafter “Juvenile Probation”) and the Victoria County Juvenile Board, acting by and through its duly authorized representative and the County Judge, concerning detention services provided at the Victoria County Juvenile Justice Center ( hereinafter “the Facility”) by the Victoria County Juvenile Services Department ( hereinafter “Service Provider”) pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility (“Service Provider”).

ARTICLE I  
PURPOSE

- 1.01 Whereas Kimble County, in order to carry out and conduct its juvenile program in Accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 97 Foster Field Dr, Victoria, Texas 77904.

ARTICLE II  
TERM

- 2.01 The term of this Agreement is for 12 months commencing September 1, 2024 – August 31, 2025. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III  
PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.

- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility (“Outside Treatment”) is required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of **Juvenile Probation** and agrees to reimburse Service Provider, its officers, directors, representatives, agents, shareholders and employees for any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate **Juvenile Probation** officials of Outside Treatment with twenty-four (24) hours of its occurrence.
- C. Children from **Juvenile Probation** who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child’s re-admission.
- D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- E. Acceptance of a child by the Facility will be determined by space availability. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those “juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children.” Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional.
- If a child is accepted by the Facility from **Juvenile Probation** and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify **Juvenile Probation** of this determination. The child shall immediately be removed from the Facility but in no event no longer than forty eight (48) hours after notification. It will be the responsibility of **Juvenile Probation**, at its expense, to provide for the transportation for the removal of the child.
- F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child’s religion, race, creed, sex or national origin.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from **Juvenile Probation**, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order

issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

- H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of **Juvenile Probation** pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of Kimble County.
- J. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- K. Service Provider shall provide twenty (24) hour supervision for each child, including awake staff during sleeping hours in a Secure Facility.
- L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.
- M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Kimble County** shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV  
COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of **\$200.00** per day for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility. Juvenile Probation shall receive a detailed statement each month when it has placed a child in the Facility.  
**Payment is due within 30 days of receipt of billing and shall be mailed to:**

**Victoria County Juvenile Justice Center  
97 Foster Field Dr.  
Victoria, Texas 77904  
ATT: Pama Hencerling, Chief JPO**

- 4.02 Psychological services will be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by the Department.
- 4.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.05 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.06 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.07 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.08 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- 4.09 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.

**ARTICLE V**  
**ADDITIONAL TERMS & AGREEMENTS**

- 5.01 Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/ authorization from the Juvenile Court of Kimble County.

**ARTICLE VI**  
**EXAMINATION OF PROGRAM & RECORDS**

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."
- 6.06 Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal

Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable clauses are incorporated by reference in to this Agreement should it be subject to Federal award.

**ARTICLE VII**  
**CONFIDENTIALITY OF RECORDS**

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

**ARTICLE VIII**  
**DUTY TO REPORT**

- 8.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
  2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
  3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at email address [teri@452jpd.com](mailto:teri@452jpd.com) and Service Provider shall contact Juvenile Probation by telephone at (325) 792-4163 within 24 hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
  2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
  3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at email address [teri@452jpd.com](mailto:teri@452jpd.com).

- 8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.
- 8.03 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
  - B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
  - C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
  - D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
  - E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
  - F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX  
CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.
- 9.02 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
  - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
  - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
  - C. A current felony deferred adjudication, probation or parole;
  - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
  - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
  - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
  - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 9.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

**ARTICLE X**  
**DISCLOSURE OF INFORMATION**

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider’s licensing authorities;
  - B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
  - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;
  - D. Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;
  - E. The identity of any of the Service Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and
  - F. The identity of any of Service Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term “criminal history” shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

**ARTICLE XI**  
**EQUAL OPPORTUNITY**

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XII**  
**ASSIGNMENT & SUBCONTRACT**

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

**ARTICLE XIII**  
**OFFICIALS NOT TO BENEFIT**

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XIV**  
**DEFAULT**

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

**ARTICLE XV**  
**TERMINATION**

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

**ARTICLE XVI**  
**WAIVER OF SUBROGATION**

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

**ARTICLE XVII**  
**REPRESENTATIONS & WARRANTIES**

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;

- B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Victoria or any political subdivision thereof;
- C. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XVIII  
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Victoria County, Texas.
- 18.02 Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE XIX  
VENUE

- 19.01 To the extent permitted under the law, the venue for litigation arising from this Agreement is Victoria County, Texas.

ARTICLE XX  
LEGAL CONSTRUCTION

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI  
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of **Kimble County** having juvenile jurisdiction.

ARTICLE XXII  
PRISON RAPE ELIMINATION ACT

22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders. [PREA §115.312(a)].

Under PREA, Service Provider shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30. [PREA §115.387(e) and (f)]

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24-hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Kimble County**  
Juvenile Probation Department

**Victoria County Juvenile Justice Center**

\_\_\_\_\_  
Chief Juvenile Probation Officer

\_\_\_\_\_  
Ben Zeller, County Judge

  
\_\_\_\_\_  
Hal Rose, County Judge

# KIMBLE COUNTY SHERIFFS OFFICE

## STATS MAY 2024

CITATIONS : 263

CRIMINAL ARREST :

FELONY: 11

MISDEMEANORS: 1

JAIL POCCESSED: 25

CALLS FOR SERVICE :713

MENTAL HEALTH 6

CIVIL PROCESS : 20

CC-2024-11

COUNTY OF KIMBLE §  
STATE OF TEXAS §

**ORDER AMENDING BUDGET FOR 2024**

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

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

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

ORDERED this the 11<sup>th</sup> day of June, 2024.

ABSENT

HAL A. ROSE  
COUNTY JUDGE

*Brayden Schulze*  
BRAYDEN SCHULZE  
COMMISSIONER PCT. 1

*Kelly Simon*  
KELLY SIMON  
COMMISSIONER PCT. 2

*Dennis Dunagan*  
DENNIS DUNAGAN  
COMMISSIONER PCT. 3

ABSENT  
KENNETH HOFFMAN  
COMMISSIONER PCT. 4

ATTEST:

*Karen E. Page*  
KAREN E. PAGE, County Clerk

