

**KIMBLE COUNTY COMMISSIONERS COURT**  
**REGULAR MEETING – SEPTEMBER 12, 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 Schulze  
Commissioner Precinct 2 Kelly Simon  
Commissioner Precinct 3 Dennis Dunagan  
Commissioner Precinct 4 Kenneth Hoffman  
County Judge Hal A. Rose  
County/District Clerk Karen E. Page

**ELECTED OFFICIALS PRESENT:**

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

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

**AGENDA ITEMS:**

- 1. Call to order @ 4:07pm**
- 2. Convene meeting and establish quorum – see above**
- 3. Public comments are welcome. Please limit comments to five minutes or less.**

NONE
- 4. Consideration, discussion, and possible action regarding status of county roads and related matters and road and bridge report submitted by Road and Bridge Superintendent.**

Discussion about job descriptions/hiring.  
Motion to approve R&B report made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries
- 5. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.**

No action to lift burn ban
- 6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.**

Kenda gave report on new road requests, no motions presented
- 7. Consideration, discussion, and possible action regarding an Interlocal Agreement for 911 Public Safety Answering Point Services between the County and Concho Valley Council of Governments.**

No action

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

Motion to accept tax report made by Commissioner Hoffman, second by Commissioner Simon, all present in favor, motion carries

9. **Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2024 Operation Lone Star and Operation Stonegarden state grants and on a \$100.00 donation to the Department from Thomson Surveying and Engineering.**

Sheriff Castleberry gave update on grants, communication tower, Stonegarden & OLS. Also provided call log report. Motion to accept \$100 donation made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries

10. **Consideration, discussion, and possible action regarding affirmation of existing relationship between County and RBM, Inc. and approval of new agreement for county grant administration.**

Motion to approve RBM service agreement made by Commissioner Hoffman, second by Commissioner Schulze, all present in favor, motion carries

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

No action taken

12. **Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules.**

No action taken

13. **Consideration, discussion, and possible action regarding Resolution Authorizing County Grant Program for 2024 to Kimble County Meals on Wheels for its home-delivered meal program.**

Motion to sign Resolution 2023-06 made by Commissioner Schulze, second by Commissioner Dunagan, all in favor, motion carries

14. **Consideration, discussion, and possible action regarding contracts for Juvenile Detention Services with Tom Green, Brown, Taylor, Val Verde and Guadalupe Counties related to Kimble County juvenile offenders.**

Motion to sign interlocal agreements with agencies listed above for juvenile offenders made by Commissioner Schulze, second by Commissioner Dunagan, all in favor, motion carries (no contracts provided at this time)

- 15. Consideration, discussion, and possible action regarding entering into a renewed Interlocal Agreement for Mental Health and Psychoactive Medication Hearings at Kerrville State Hospital and Hill Country Crisis Stabilization Unit between the County and Kerr County.**

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

- 16. Consideration, discussion, and possible action regarding engaging with TX DOT Aviation to prepare a new Kimble County Airport Layout Plan for the airport to update the plan prepared in 2004.**

County Judge working with agency to revise layout of aviation plan, should be zero cost to the county, grant secured for airport of roughly \$70,000. Motion to continue working with TX DOT Aviation for new layout made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

- 17. Consideration, discussion, and possible action accepting the resignation of Greer Kothmann from the Kimble County Historical Commission as an active board member but appointing him as an Emeritus Lifetime Board Member and Tommy King as a replacement for Rick Wilson who resigned previously.**

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

- 18. Consideration, discussion, and possible action on request for Texas Veterans Commission training for County veterans service officer.**

Motion to approve training in the amount of \$650.00 made by Commissioner Simon, second by Commissioner Dunagan, all present in favor, motion carries

- 19. Consideration, discussion, and possible action regarding affirmation of existing Interlocal Agreement between Kimble County and Junction Independent School District, initially entered into on September 7, 2022, regarding the School Resource Officer position.**

Motion to approve affirmation of existing agreement made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

- 20. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant and move-out plan, including potential action on generator for courthouse.**

Judge Rose confirmed he sent a letter to THC requesting the \$10 million and advised \$3,198.85 will be used to repair generator circuit board. Motion to approve expenditure made by Commissioner Simon, second by Commissioner Schulze, all present in favor, motion carries

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

Motion to pay bills made by Commissioner Dunagan, second by Commissioner Hoffman, all present in favor, motion carries

**22. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-13 authorizing same.**

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

**23. Adjournment.**

Motion to adjourn made by Commissioner Dunagan, second by Commissioner Schulze, all present in favor, motion carries @  
11:40am

There being no further business, Court adjourned this 12<sup>th</sup> day of September, 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, September 12, 2023

**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 and road and bridge report submitted by Road and Bridge Superintendent.
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 an Interlocal Agreement for 911 Public Safety Answering Point Services between the County and Concho Valley Council of Governments.
8. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
9. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including consideration, discussion, and possible action on 2024 Operation Lone Star and Operation Stonegarden state grants and on a \$100.00 donation to the Department from Thomson Surveying and Engineering.
10. Consideration, discussion, and possible action regarding affirmation of existing relationship between County and RBM, Inc. and approval of new agreement for county grant administration.
11. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
12. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken and to be taken under the Subdivision Rules.
13. Consideration, discussion, and possible action regarding Resolution Authorizing County Grant Program for 2024 to Kimble County Meals on Wheels for its home-delivered meal program.
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16. Consideration, discussion, and possible action regarding engaging with TX DOT Aviation to prepare a new Kimble County Airport Layout Plan for the airport to update the plan prepared in 2004.
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18. Consideration, discussion, and possible action on request for Texas Veterans Commission training for County veterans service officer.
19. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant and move-out plan, including potential action on generator for courthouse.
20. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
21. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-13 authorizing same.
22. 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 September 7, 23  
at 2:50 o'clock P.M.  
Karen E. Page  
Karen E. Page, County Clerk, Kimble County, Texas  
By Kendra Powers Deputy  
KENDRA POWERS

## KIMBLE COUNTY COMMISSIONERS COURT MEETING

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22. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-13 authorizing same.
23. Adjournment.

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



Hal A. Rose, County Judge

Filed September 7, 23  
at 1:42 o'clock P.M.  
Karen E. Page  
Karen E. Page, County Clerk, Kimble County, Texas  
By Kendra Powers Deputy  
KENDRA POWERS

COMMISSIONER'S COURT  
MEETING 9/12/2023

VISITORS PLEASE SIGN IN

- 1 DALE JOHNSON - FIRE
- 2 DENNIS ARMSTRONG -
- 3 *[Signature]*
- 4 ANDREW BURNARD.
- 5 KELLY MILKCAN TIDEM
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**TO: Kimble County Commissioners Court**

**From: E.T. Sparks Road and Bridge Supervisor**

**August 9 2023**

**Paved parking lot at the S.O.**

**August 10 2023**

**Cattle guard K C 120 repaired.**

**August 14-15 2023**

**Hauled material for pad on K C 479.**

**August 16-23 2023**

**Repairs on haul trailer.**

**August 24 2023**

**Repaired asphalt on KC 443.**

**August 28 29 30 2023**

**Grinding CR 272 repairing.**

**September 5-6 2023**

**Shop repairs on equipment.**

**September 7 2023**

**Grinding material CR272.**

**September 11 2023**

**shop doors.**

August 2023 Calls

Aug/2023

149.5  
MAN HOURS

8-6-2023	4:38 PM	IH-10 mm 453 EB	Commercial Motor Vehicle Fire	C-87, T-3, B-82
		4 personnel X 1 hour = 4 hours		
8-7-2023	11:59 PM	IH-10 mm 472 EB Exit	Grass Fire	C-87, B-82, T-3
		4 personnel x 1 hr= 4 hours		
8-10-2023	5:42 PM	IH-10 mm 473 WB	Motor Vehicle Accident (Extrication)	C-87, R-2, R-1, T-3
		7 personnel x .5 hrs= 3.5 hours		
8-15-2023	4:46 PM	IH-10 mm 467 WB	Commercial Motor Vehicle Accident	C-87, B-83, R-1, R-2, T-3
		Fatal with extended extrication and slope evac removal		
		6 Personnel x 2.5 hours= 15 hours		
8-17-2023	6:26 PM	1444 Peter Rabbit Rd. / KC 120	Grass Fire/ Pump House	C-87, T-3, B-80, B-83
		6 personnel x 2.5 hours = 15 hours		
8-19-2023	1:17 PM	Lum's 2031 Main Street	Grass Fire	B-1
		2 personnel x .5 hrs. = 1 hour		
8-21-2023	6:46 PM	US 83 North Kimble / Menard County Line	Grass/Brush Fire	C-87, B-80, B-83, B-82, T-3
		1 Menard Brush Unit		
		7 personnel x 2 hours = 14 hours		
8-25-2023	4:57 PM	IH-10 mm 469 EB	Vehicle with fuel leak	C-87, T-3, B-80
		5 Personnel x 1 hour = 5 hours		
8-27-2023	4:49 PM	KC 140 Hooks Ranch	Grass Fire / Lightening	C-87, B-83, B-88, B-80, T-3, B-5
		9 Personnel x 6 hours = 54 hours (Jackson Mississippi Hotshots 11 men, 1 BLM Engine, 1 USFS Engine)		
8-28-2023	7:30 AM	KC 140 Hooks ranch	Grass Fire Continue mop-up	C-87, T-3, B-5, B-80
		5 personnel x 4 hours = 20 hours (Jackson Mississippi Hotshots 11 men)		
8-29-2023	2:05 PM	IH-10 mm 435/436	Commercial Motor Vehicle Accident with Fire	C-87, E-3, T-3, B-1
		7 Personnel x 2 hours = 14 hours		
8-29-2023		(misc. calls to check out smoke from previous night lightening strikes. No fires found) C-87		

**RECEIPT** DATE 8/22/23 No. 750877

RECEIVED FROM Thomson Surveying \$ 100<sup>00</sup>/<sub>100</sub>

One hundred dollars + 00/100 DOLLARS

FOR RENT Donation to KCSO CK# 2499

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT	<u>100 -</u>	<input checked="" type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM \_\_\_\_\_ TO \_\_\_\_\_

BY [Signature]

3-11

**THOMSON SURVEYING & ENGINEERING**  
 C.B. THOMSON  
 301 W REDBUD PH 325-446-2445  
 JUNCTION, TX 76849

2499  
88-2243/1149

Date 22 Aug 2023

Pay to the Order of Kimble Co Sheriff's Dept \$ 100<sup>00</sup>/<sub>100</sub>

One hundred and 00/100 Dollars

**FIRST STATE BANK**  
 www.fsbjunction.com  
 (325) 446-3391

For Donation [Signature]

11149224301 2499 33909520

Photo Safe Deposit®  
 Details on back

GUARDIAN SAFETY® YELLOW





RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 08/2023 - 08/2023

Start Month: August End Month: August Start Year: 2023 End Year: 2023 Office Category: County  
Funds Category: All  
Office: 134 - KIMBLE

Inventory Item Counts		
Item Description	Items Sold Count	Void Count
144-HOUR PERMIT	1	0
30 DAY MOTORCYCLE PERMIT	1	0
30 DAY PERMIT	4	0
BLUE DISABLED PLACARD	20	0
COMBINATION PLT	1	0
DISABLED PERSON PLT	1	0
EXEMPT DOUBLE PLT	2	0
EXEMPT SINGLE PLT	1	0
FARM TRLR PLT	9	0
FARM TRUCK PLT	1	0
ONE-TRIP PERMIT	4	0
PASSENGER-TRUCK PLT	18	1
PLATE STICKER	161	0
RED DISABLED PLACARD	6	0
TRAVEL TRLR PLT	1	0
TRLR PLT	2	0
WINDSHIELD STICKER	339	1
<b>Total</b>	<b>572</b>	<b>2</b>

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	7.00
CHILD SAFETY FUND	1.50
CNTY ROAD BRIDGE ADD-ON FEE	3,740.00
COUNTY MOBILITY FEE	10.00
DELQ TRANS PENALTY 2008	1,300.00
DISABLED VETERAN PLT	6.00
ENDING HOMELESSNESS DONATION	10.00
EVIDENCE TESTING DONATION	2.00
INSPECTION FEE-1YR	2,422.50
INSPECTION FEE-CW	220.00
INSPECTION FEE-NLTSI	8.25
INSPECTION FEE-OBNDNL	8.25
INSPECTION FEE-TLMC	105.00
LATE REGISTRATION PENALTY	50.75
MOBILITY / CLEAN AIR FEE	82.50
ONLINE DISCOUNT	(49.00)
P&H 144 HOUR PERMIT	50.00
P&H 30-DAY PERMIT	125.00





Texas Department of Motor Vehicles

RTS.FIN.012

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Office: 134 - KIMBLE

End Month: August  
Start Year: 2023  
End Year: 2023

Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
P&H COMBINATION PLT	1,180.00
P&H MAIL IN FEE	90.25
P&H ONE TRIP PERMIT	20.00
P&H PLATE STICKER	3,795.00
P&H TMP PERMIT FEE	47.50
P&H TXO COMP	(98.00)
P&H TXO FEE	232.75
P&H WALK IN FEE	1,900.00
P&H WINDSHIELD STICKER	17,393.65
REG FEE-DPS	318.00
REGIS. CREDIT REMAINING	(10.00)
REPLACEMENT FEE	72.00
STATE PARKS DONATION	15.00
SURVIVING SPOUSE DV PLT	3.00
TEMPORARY DISABLED PLACARD	30.00
TEXAS A&M BLACK D RNW	50.00
TEXAS BLACK 1836 B RNW	150.00
TRANSFER	92.50
<b>REGISTRATION - Sub Total</b>	<b>33,381.40</b>





Texas Department of Motor Vehicles

RTS.FIN.012

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Funds Category: All
Office: 134 - KIMBLE

Table with 2 columns: Accounting Fees Description, Amount (\$). Rows include SALES TAX, REGISTRATION EMISSIONS FEE, SALES TAX EMISSION FEE 1%, SALES TAX EMISSIONS FEE, SALES TAX FEE, SALES TAX PENALTY FEE, TERP TITLE FEE, SALES TAX - Sub Total, TITLE, TITLE APPLICATION FEE, TITLE - Sub Total, YOUNG FARMER, YOUNG FARMER PROGRAM, YOUNG FARMER - Sub Total, Total.

Table with 4 columns: Funds Category, TxDMV Amount Due (\$), County Amt Due (\$), Other Amt Due (\$), Total Amt Due (\$). Row: REGISTRATION

Funds Distribution





Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 08/2023 - 08/2023

Start Month: August End Month: August Start Year: 2023 End Year: 2023 Office Category: County
Funds Category: All
Office: 134 - KIMBLE

Table with 5 columns: Funds Category, TXDMV Amount Due (\$), County Amt Due (\$), Other Amt Due (\$), Total Amt Due (\$). Rows include AUTOMATION FEE, CO R & B FUND, DEIQ TRNSF CNTY, DEIQ TRNSF EDUC, DEIQ TRNSF FND6, DP CARD, ENDING HOMELESS, EVIDENCE TESTING, INSP TCEO-1, INSP TCEO-3, INSP TCEO-4, INSP TERP, INSP TMF-EMISS, INSP TXMBLTY-1, INSP TXMBLTY-3, INSP TXMBLTY-4, INSP TXONLINE-1, INSP TXONLINE-2.





Texas Department of Motor Vehicles

RTS.FIN.012

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Funds Category: All
Office: 134 - KIMBLE

Table with 5 columns: Funds Category, TxDMV Amount Due (\$), County Amt Due (\$), Other Amt Due (\$), Total Amt Due (\$). Rows include categories like MBLTY / CLN AIR, OPT RD & B FEE, P&H CNTY MAILIN, etc.





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FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 08/2023 - 08/2023

Start Month: August End Month: August Start Year: 2023 End Year: 2023 Office Category: County  
Funds Category: All  
Office: 134 - KIMBLE

Funds Distribution					
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
VNDRFD1 DMV 95%	134.90	0.00	0.00	134.90	
<b>REGISTRATION - Sub Total</b>	<b>16,672.90</b>	<b>15,708.50</b>	<b>0.00</b>	<b>33,381.40</b>	
<b>SALES TAX</b>					
REGIS EMISSIONS	0.00	0.00	202.00	202.00	
SALES TAX	0.00	0.00	32,324.49	32,324.49	
SLSTX EMISSION1	0.00	0.00	800.00	800.00	
SLSTX EMISSIONS	0.00	0.00	62.50	62.50	
TERP TITLE FEE	0.00	0.00	1,005.00	1,005.00	
<b>SALES TAX - Sub Total</b>	<b>0.00</b>	<b>0.00</b>	<b>34,393.99</b>	<b>34,393.99</b>	
<b>TITLE</b>					
TITLE APPL FEES	201.00	335.00	0.00	536.00	
TITLE APPL-COMP	335.00	0.00	0.00	335.00	
<b>TITLE - Sub Total</b>	<b>536.00</b>	<b>335.00</b>	<b>0.00</b>	<b>871.00</b>	
<b>YOUNG FARMER</b>					
YOUNG FARMER FD	0.00	0.00	100.00	100.00	
<b>YOUNG FARMER - Sub Total</b>					
<b>Total</b>	<b>17,208.90</b>	<b>17,043.50</b>	<b>34,493.99</b>	<b>68,746.39</b>	



9/11/2023 1:10:10PM

Totals for Entity: **BPGKM** **BPP KIMBLE COUNTY** Fiscal Year: **2023**

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	0.99	0.00	0.00	0.99	0.12	0.62	0.35	0.00	2.08	55.90	.0174
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	.0000
2019	84.77	0.00	84.77	1.92	0.00	0.00	1.92	0.23	0.70	0.57	0.00	3.42	82.85	.0226
2020	78.88	0.00	78.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.88	.0000
2021	243.44	0.00	243.44	3.82	0.00	0.00	3.82	0.46	0.50	0.96	0.00	5.74	239.62	.0157
2022	1,013.66	0.00	1,013.66	509.22	0.02	0.00	509.24	61.61	26.97	1.58	0.00	599.38	504.42	.5024
Totals for All Delinquent Years														
	821.51	0.00	821.51	6.73	0.00	0.00	6.73	0.81	1.92	1.88	0.00	11.24	814.78	
Totals for All Years:														
	1,835.17	0.00	1,835.17	515.95	0.02	0.00	515.97	62.42	28.79	3.46	0.00	610.62	1,319.20	0.56

Refunds Paid:

				-1,066.87				0.00						

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

9/11/2023 1:10:10PM

Totals for Entity: GKM KIMBLE COUNTY Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1979	3.86	0.00	3.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.86	.0000
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	-52.33	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000
1997	178.80	-56.38	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000
1998	217.37	-62.67	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000
1999	157.12	-51.55	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000
2000	153.42	0.00	153.42	5.42	0.00	0.00	5.42	0.00	8.79	0.00	0.00	106.28	35.13	.5436
2001	76.97	0.00	76.97	41.84	0.00	0.00	41.84	0.00	71.89	0.00	0.00	121.13	32.82	.6000
2002	82.06	0.00	82.06	49.24	0.00	0.00	49.24	0.00	67.27	0.00	0.00	116.02	791.64	.0580
2003	840.39	0.00	840.39	48.75	0.00	0.00	48.75	0.00	44.08	0.00	0.00	77.99	553.13	.0578
2004	587.04	0.00	587.04	33.91	0.00	0.00	33.91	0.00	40.35	0.00	0.00	73.42	609.93	.0514
2005	643.00	0.00	643.00	33.07	0.00	0.00	33.07	0.00	0.00	0.00	0.00	0.00	972.12	.0000
2006	972.12	0.00	972.12	0.00	0.00	0.00	0.00	0.00	13.68	0.00	0.00	26.59	817.50	.0155
2007	830.41	0.00	830.41	12.91	0.00	0.00	12.91	0.00	0.00	0.00	0.00	0.00	884.26	.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	1,011.88	.0634
2009	1,080.34	0.00	1,080.34	68.46	0.00	0.00	68.46	0.76	66.01	3.45	0.00	138.68	1,011.88	.0634
2010	990.01	0.00	990.01	76.70	0.00	0.00	76.70	0.01	62.96	0.04	0.00	139.71	913.31	.0775
2011	1,203.25	0.00	1,203.25	106.76	0.00	0.00	106.76	3.45	96.96	14.26	0.00	221.43	1,096.49	.0887
2012	1,372.99	0.00	1,372.99	83.24	0.00	0.00	83.24	0.00	54.94	0.00	0.00	136.18	1,289.75	.0606
2013	1,651.09	0.00	1,651.09	106.94	0.00	0.00	106.94	3.12	75.54	11.54	0.00	197.14	1,544.15	.0648
2014	1,947.20	0.00	1,947.20	89.19	0.00	0.00	89.19	0.44	45.64	1.09	0.00	136.36	1,858.01	.0458
2015	3,335.82	0.00	3,335.82	238.71	0.00	0.00	238.71	18.40	174.77	62.11	0.00	493.99	3,097.11	.0716
2016	4,240.07	0.00	4,240.07	145.32	0.00	0.00	145.32	6.63	71.92	20.61	0.00	244.48	4,094.75	.0343
2017	4,206.04	0.00	4,206.04	198.37	0.00	0.00	198.37	12.06	89.80	35.34	0.00	335.57	4,007.67	.0472

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

August 2023 (08/01/2023 - 08/31/2023)

9/1/2023 1:10:10PM

Totals for Entity: **GKM** **KIMBLE COUNTY** Fiscal Year: **2023**

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Aft Fee	Overage	Payments	Balance	%
2018	8,216.69	0.00	8,216.69	182.75	0.00	-7.39	175.36	37.18	181.64	100.91	0.00	502.48	8,041.33	0213
2019	8,812.45	0.00	8,812.45	8.21	0.00	-6.61	1.60	43.53	147.73	111.91	0.00	311.38	8,810.85	0002
2020	11,673.89	-74.83	11,599.06	1,856.01	0.00	-7.60	1,848.41	233.51	528.68	539.75	0.01	3,157.96	9,750.85	1594
2021	40,990.33	-96.16	40,894.17	13,169.58	0.00	-13.31	13,156.27	1,401.66	1,725.25	2,984.16	0.00	19,280.64	27,737.90	3217
2022	1,347,397.76	538.35	1,347,936.11	1,271,389.43	3.79	1,414.74	1,272,807.96	19,956.23	7,248.83	5,312.90	5.50	1,303,912.89	75,128.15	9443
Totals for All Delinquent Years														
	96,033.57	-393.92	95,639.65	16,555.38	0.00	-34.91	16,520.47	1,760.74	3,632.34	3,985.17	0.01	25,833.64	79,119.18	
Totals for All Years:														
	1,443,431.33	144.43	1,443,575.76	1,287,944.81	3.79	1,379.83	1,289,328.43	21,716.97	10,881.17	9,198.07	5.51	1,329,746.53	154,247.33	3.36
Refunds Paid:														
				-6,409.78		-66.53		-7.27	-1.86	-2.11	-0.01	-6,421.03		

Effective Taxes Paid = Base Tax Pd + Under + Disc

Amount Paid = Base Tax Pd + Penalty + Interest + Aft. Fee+ Overage

Balance = Adjusted Tax - Eff Taxes Paid

# Fiscal Year to Date Recap Report

August 2023 (08/01/2023 - 08/31/2023)

9/11/2023 1:10:10PM

Totals for Entity: All

Fiscal Year 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Att. Fee	Overage	Payments	Balance	%
1979	3.86	0.00	3.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.86	.0000
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	-52.33	91.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.96	.0000
1997	178.80	-56.38	122.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.42	.0000
1998	217.37	-62.67	154.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.70	.0000
1999	157.12	-51.55	105.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.57	.0000
2000	153.42	0.00	153.42	5.42	0.00	0.00	5.42	0.00	8.79	0.00	0.00	14.21	148.00	.0353
2001	76.97	0.00	76.97	41.84	0.00	0.00	41.84	0.00	64.44	0.00	0.00	106.28	35.13	.5436
2002	82.06	0.00	82.06	49.24	0.00	0.00	49.24	0.00	71.89	0.00	0.00	121.13	32.82	.6000
2003	840.39	0.00	840.39	48.75	0.00	0.00	48.75	0.00	67.27	0.00	0.00	116.02	791.64	.0580
2004	587.04	0.00	587.04	33.91	0.00	0.00	33.91	0.00	44.08	0.00	0.00	77.99	553.13	.0578
2005	643.00	0.00	643.00	33.07	0.00	0.00	33.07	0.00	40.35	0.00	0.00	73.42	609.93	.0514
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	12.91	0.00	0.00	12.91	0.00	13.68	0.00	0.00	26.59	817.50	.0155
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	1,080.34	0.00	1,080.34	68.46	0.00	0.00	68.46	0.76	66.01	3.45	0.00	138.68	1,011.88	.0634
2010	998.90	0.00	998.90	76.70	0.00	0.00	76.70	0.01	62.96	0.04	0.00	139.71	922.20	.0768
2011	1,213.26	0.00	1,213.26	106.76	0.00	0.00	106.76	3.45	96.96	14.26	0.00	221.43	1,106.50	.0880
2012	1,393.63	0.00	1,393.63	83.24	0.00	0.00	83.24	0.00	54.94	0.00	0.00	138.18	1,310.39	.0597
2013	1,655.45	0.00	1,655.45	106.94	0.00	0.00	106.94	3.12	75.54	11.54	0.00	197.14	1,548.51	.0646
2014	1,953.87	0.00	1,953.87	89.19	0.00	0.00	89.19	0.44	45.64	1.09	0.00	136.36	1,864.68	.0456
2015	3,443.66	0.00	3,443.66	238.71	0.00	0.00	238.71	18.40	174.77	62.11	0.00	493.99	3,204.95	.0693
2016	4,362.91	0.00	4,362.91	145.32	0.00	0.00	145.32	6.63	71.92	20.61	0.00	244.48	4,217.59	.0333
2017	4,262.93	0.00	4,262.93	199.36	0.00	0.00	199.36	12.18	90.42	35.69	0.00	337.65	4,063.57	.0468

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

August 2023 (08/01/2023 - 08/31/2023)

9/11/2023 1:10:10PM

Totals for Entity: All Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	All. Fee	Overage	Payments	Balance	%
2018	8,281.78	0.00	8,281.78	182.75	0.00	-7.39	175.36	37.18	181.64	100.91	0.00	502.48	8,106.42	0212
2019	8,897.22	0.00	8,897.22	10.13	0.00	-6.61	3.52	43.76	148.43	112.48	0.00	314.80	8,893.70	0004
2020	11,752.77	-74.83	11,677.94	1,856.01	0.00	-7.60	1,848.41	233.51	528.68	539.75	0.01	3,157.96	9,829.53	1583
2021	41,233.77	-96.16	41,137.61	13,173.40	0.00	-13.31	13,160.09	1,402.11	1,725.75	2,985.12	0.00	19,286.38	27,977.52	3199
2022	1,348,411.42	538.35	1,348,949.77	1,271,898.65	3.81	1,414.74	1,273,317.20	20,017.84	7,275.80	5,314.48	5.50	1,304,512.27	75,632.57	9439
Totals for All Delinquent Years														
	96,855.08	-393.92	96,461.16	16,562.11	0.00	-34.91	16,527.20	1,761.55	3,634.16	3,887.05	0.01	25,844.88	79,933.96	
Totals for All Years:														
	1,445,266.50	144.43	1,445,410.93	1,289,460.76	3.81	1,379.83	1,289,844.40	21,779.39	10,909.96	9,201.53	5.51	1,330,357.15	155,566.53	3.35
Refunds Paid:														
				-7,476.65		-66.53		-7.27	-1.86	-2.11	-0.01	-7,487.90		

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

Court Order # 39973

Kimble County  
Order # CC-2023-14

STATE OF TEXAS §  
§  
COUNTY OF KERR §

**INTERLOCAL AGREEMENT FOR MENTAL HEALTH AND PSYCHOACTIVE  
MEDICATION HEARINGS AT KERRVILLE STATE HOSPITAL AND HILL  
COUNTRY CRISIS STABILIZATION UNIT**

This agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the terms of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), by and between the Commissioners' Court of **Kimble**, Texas, hereinafter "Kimble," and the Commissioners' Court of Kerr County, Texas, hereinafter "Kerr," for the purpose of providing certain services relating to mental health commitment hearings as well as certain services relating to psychoactive medication hearings for residents of Kimble, Texas at the Kerrville State Hospital, Kerrville, Kerr County, Texas and the Hill Country Crisis Stabilization Unit Kerrville, Kerr, County Texas.

WHEREAS, Kimble, Texas, on occasion has residents who are in need of court-ordered mental health services. by commitment to the Kerrville State Hospital or Hill Country Crisis Stabilization Unit, as well as residents who are patients at Kerrville State Hospital or Hill Country Crisis Stabilization Unit and are in need of administration of psychoactive medication; and

WHEREAS, Chapter 571 (General Provisions), Chapter 573 (Emergency Detention) and Chapter 574 (Court-Ordered Mental Health Services) of the Texas Health and Safety Code, hereinafter "Code," recite the statutory scheme whereby court-ordered mental health services may be provided for those persons who meet the criteria therein set out; and

WHEREAS, Chapter 574, Subchapter G (Administration of Medication to Patient Under Order for Inpatient Mental Health Services) of the Code recites the statutory scheme whereby patients receiving court-ordered mental health services and patients for whom an application has been filed for such court-ordered mental health services, may be administered psychoactive medications against their will; and

WHEREAS, § 574.001 (b) of the Code provides that an application for court-ordered mental health services must be filed with the county clerk of the county in which the proposed patient:

- (1) resides;
- (2) is found; or
- (3) is receiving mental health services by court order or under Subchapter A, Chapter 573 of the Code (Apprehension by a Peace Officer Without a Warrant); and

WHEREAS, § 574.061 of the Code provides that a request to modify an order for inpatient treatment and § 574.062 of the Code provides that a motion for modification of an order for outpatient treatment must be with the judge of the court that entered the order sought to be modified; and

WHEREAS, § 574.104 (a) of the Code provides that a physician, who is treating a patient who is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed, may file, with the probate court or a court with probate jurisdiction, an application for an order to authorize the administration of a psychoactive medication; and

WHEREAS, both Kimble and Kerr County have jurisdiction over such proceedings where the proposed patient is a resident of Kimble and

- (1) is found in Kerr County;
- (2) is receiving court-ordered mental health services or
- (3) is brought to the Kerrville State Hospital by a peace officer without a warrant under the provisions of §§ 573.001 of the Code; and

WHEREAS, Kerr County has jurisdiction over proceedings under Chapter 574, Subchapter G of the Code (Administration of Medication to Patient under Order for Inpatient Mental Health Services) in which a physician treating a patient at the Kerrville State Hospital or the Hill Country Crisis Stabilization Unit, which patient is receiving mental health services under an order for temporary or extended mental health services under §§ 574.034 or 574.035 of the Code or for whom an application for court-ordered mental health services under §§ 574.034 or 574.035 of the Code has been filed; and

WHEREAS, given the time constraints set out in the Code, and the difficulty and expense of transporting patients, hospital employees, witnesses, judges, magistrates and attorneys to and from Kimble for such hearings, it is impractical for Kimble to hold hearings to determine existence of probable cause for protective custody orders, as well as hearings on applications for temporary mental health services, hearings on applications for extended mental health services, hearings on applications for renewal of an order for extended mental health services, hearings for modification of order for inpatient treatment, hearings for modification of order for outpatient treatment, hearings on petitions seeking an order to authorize the administration of a psychoactive medication to certain patients at the Kerrville State Hospital or Hill Country Crisis Stabilization Unit and hearings on petitions for reauthorization or modification of a court order authorizing the administration of a psychoactive medication to certain patients at the Kerrville State Hospital or Hill Country Crisis Stabilization Unit, within the geographical confines of Kimble; and

WHEREAS, Kimble finds that the most appropriate, safe and expeditious site for said hearings is the Kerrville State Hospital in Kerrville, Kerr County, Texas or the Hill Country Crisis Stabilization Unit in Kerrville, Kerr County, Texas, and desires that the aforementioned hearings concerning citizens of said County be held by the proper Kerr County, Texas judicial officer with jurisdiction over such matters within Kerr County and further desires that at the aforementioned hearings concerning citizens of said County, the interests of the State and the Kerrville State Hospital or Hill Country Crisis Stabilization be represented by the Kerr County, Texas prosecutor charged with said responsibility and further desires that at the aforementioned hearings concerning citizens of said County, the interests of said citizens of said County be represented by an attorney appointed by the judicial officer aforementioned; and

WHEREAS, the public health, safety and welfare of the citizens of both counties, and of the proposed patients would be best served by entering into this "Interlocal Agreement For

Mental Health And Psychoactive Medication Hearings At Kerrville State Hospital and Hill Country Crisis Stabilization Unit” hereinafter referred to as “Interlocal Cooperation Agreement” pursuant to the authority granted by Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act):

NOW THEREFORE, be it resolved that Kimble and Kerr County agree to enter into this Interlocal Cooperation Agreement, and the parties agree as follows:

#### § 1. TERM

- 1.1 This agreement is to be effective on the date that it is approved by order of the commissioners’ court of each county, and ending on the following September 30<sup>th</sup>.
- 1.2 Upon the expiration of the initial term of this agreement, same shall automatically be renewed for successive one year periods beginning October 1<sup>st</sup> and ending on the following September 30<sup>th</sup>, unless terminated by either party, as herein provided.
- 1.3 Either party may cancel this agreement for any reason by notifying the other in writing at least thirty (30) days prior to the effective date of the cancellation. All amounts due and owing to Kerr County pursuant to this agreement as of the effective date of cancellation shall be paid by Kimble within sixty (60) days of the receipt of any bill or the date of the cancellation, whichever is later.

#### § 2. DEFINITIONS

- 2.1 “Resident” as that term is used herein shall have the same meaning as that term has been defined in the Indigent Health Care Act and as that term has been applied and construed by the Courts.

#### §3. FUNDING REQUIREMENTS

- 3.1 Kimble agrees that all funds due under the terms of this agreement shall be payable out of current revenues and that it shall set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.
- 3.2 Failure of the Commissioners’ Court of Kimble to terminate this agreement shall be deemed to be a certification that the obligation incurred by the continuation of this agreement shall be payable out of current revenues and that Kimble has or will set aside a fund in an amount sufficient to satisfy any obligation created by this agreement.

#### §4. DUTIES OF KERR COUNTY

- 4.1 Kerr County agrees that it will assume jurisdiction over all court-ordered mental health proceedings and all psychoactive medication hearings which concern residents of Kimble that are properly filed in or transferred to the Kerr County Court with jurisdiction.
- 4.2 Kerr County shall have no duty to accept jurisdiction or proceed with any court-ordered commitment or treatment proceeding where the terms of this contract have not been

complied with, including the terms concerning the duty of Kimble to make payment to Kerr County for the costs as set out herein, for all hearings which involve its residents.

- 4.3 It is understood and agreed that pursuant to §§ 571.016, of the Code, the Kerr County Attorney or her properly-assigned designee is the attorney for the State in any hearing covered by this agreement and therefore retains all of the independent discretionary authority given by the statutes and Constitution of the State of Texas. This agreement shall not be construed to limit that authority in any form or fashion and the decision of the County Attorney is final as to whether the State will proceed in any action covered by this agreement, including appeal, and as to the means and methods employed.

#### §5. DUTIES OF KIMBLE

- 5.1 Kimble agrees and warrants that it will follow all appropriate statutory procedures and shall implement such other procedures and training necessary to ensure that no violation of the constitutional and statutory rights of any proposed patient occurs and that in seeking the commitment of the proposed patient, no person from Kimble will be referred to the Kerrville State Hospital or Hill Country Crisis Stabilization Unit unless the proposed patient has been evaluated and examined by a qualified mental health professional or a physician; a certificate has been properly issued; the patient has been warned of the non-confidentiality of the interview of the qualified mental health professional or physician; and that all other necessary steps have been taken to assure that the proposed patient's constitutional and statutory rights have been preserved.
- 5.2 Should any Kimble resident who was detained under the authority of the emergency detention provisions of §§ 573.001 or 573.012 of the Code be found to be entitled to release, Kimble shall pay the cost of transporting that person to the location of the person's apprehension, the person's residence or another suitable location, as required by § 573.024 of the Code.
- 5.3 Kimble agrees to pay to Kerr County the costs associated with any hearing conducted by Kerr County officials as authorized under §§ 571.017, 571.018 (mental health), or 574.107 (psychoactive medication) of the Code, and in accordance with the "Kerr County Clerk's Schedule or Statement of Costs as may be then currently in effect. A copy of the current "Kerr County Clerk's Statement of Costs for the Budget Year 2022-2023," is attached hereto. Additionally, Kimble agrees to pay Kerr County all costs and expenses associated with guardianship proceedings filed in Kerr County which are related to patients or proposed patients from Kimble.
- 5.4 For all cases, Kimble does also agree to pay to Kerr County the following costs:
- a. All other court costs, set by law, and such other costs set either by order of the Kerr County Commissioners Court or by the judge who holds the hearings as set out in this agreement, under authority of law.
  - b. All costs authorized by law for appeals to a Texas Court of Appeals or to the Texas Supreme Court.
  - c. A reasonable fee, in an amount not to exceed \$70.00 per hour, for the Kerr County Attorney or her designee for professional services rendered in researching and preparation of appellate briefs, for time required to travel to and from the site of the appropriate appeals court, and for time to present oral argument in any appeal

of a hearing provided for by this Interlocal Agreement, as well as travel expenses and office expenses related to production and mailing of any appellate brief covered by this Interlocal Agreement.

- d. All costs, including bonds, authorized or mandated by law for any proceedings in Federal Court involving a Kimble resident covered by this agreement.
- e. All compensation of court-appointed personnel, such as attorneys, physicians, language interpreters, sign interpreters and masters as provided in § 571.017 of the Code.

5.5 Kimble agrees that it shall be responsible for obtaining repayment for its costs incurred pursuant to this agreement from the patient and/or the patient's family or estate. Kimble agrees further that failure on its part to recover such repayments shall have no effect on its liability to Kerr County for such costs.

#### §6. PAYMENTS

6.1 All bills for costs shall be submitted to the County Judge of Kimble, Texas at the address below and all payments due under this agreement shall be paid to the County Clerk of Kerr County, Texas, 700 Main Street, Room 122, Kerrville, Texas 78028.

#### §7. MISCELLANEOUS

7.1 Any and all notices which may be required under the terms of the agreement shall be mailed to the parties, through their representatives, at the addresses indicated below or at such address as either party may furnish in writing to the other party:

Kimble . County Judge  
501 Main Street  
Kimble . County, Texas

Jurefin . Texas 76849

Kerr County Judge  
Kerr County, Texas  
Kerr County Courthouse  
700 Main Street  
Kerrville, Texas 78028

7.2 This agreement contains the entire agreement of the parties with respect to the matters covered by this agreement. No other agreement, statement or promise made by any party or to any employee, officer or agent of any party, which is not contained in this agreement, shall be binding or valid.

7.3 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7.4 The obligations and undertakings of each of the parties to this agreement shall be performable in Kerr County, Texas.

*Al A. The*

Kimble County Judge

Date: *9/12/23*

APPROVED:

~~*[Signature]*~~ *JP*  
Kimble County Attorney, Andrew Hrap

Date: *9/12/23*

ATTEST:

*Linda Pemo*  
Kimble County Clerk, Deputy

Date: *9/12/23*

*Rob Kelly*

Kerr County Judge, Rob Kelly

Date: *5/8/2023*



APPROVED:

*Heather Stebbins*  
Kerr County Attorney, Heather Stebbins

Date: *8/17/23*

ATTEST:

*Jackie Dowdy*  
Kerr County Clerk, Jackie Dowdy

Date: *5/8/23*

This agreement was adopted by the Commissioners' Court of Kerr County, at Kerrville, Texas, by order number *39973* on the *8* day of *May*, 2023, and by the Commissioners' Court of Kimble, Texas, on the *12<sup>th</sup>* day of *September*, 2023. Court Order No. *CL-2023-14*



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

RESOLUTION NO. 2023-06

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2024**

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

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

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

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

***BE IT RESOLVED BY THE COUNTY:***

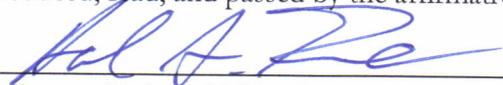
SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$9,260.00 to be used between the:

1st of January 2024 and the 31st of December 2024

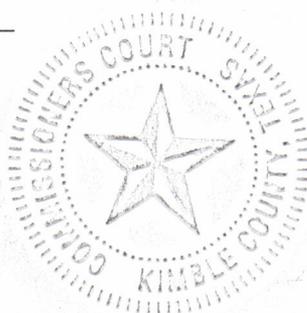
SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

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

Introduced, read, and passed by the affirmative vote of the County on this 12th day of September, 2023.

  
\_\_\_\_\_  
*Signature of Authorized Official of the County*

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





Reality Based Marketing, Inc.  
Att: Greg Neal, President  
76 Ridgewood Circle  
Wimberley, TX 78676  
PH: 512-924-6111  
Email: [gbneal@realitysearch.com](mailto:gbneal@realitysearch.com)

*Transforming Information Into Opportunity*

September 10, 2023

**TRANSMITAL LETTER**

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

Subject: Proposed Professional Services Agreement

Dear Judge Rose,

Please find the Reality Based Marketing, Inc. (RBM) response to your request for a Professional Services Agreement. Edits have been made based on our regular and recent conversations.

We greatly appreciate the opportunity to describe the potential business relationship between Kimble County and RBM. Contained within this Agreement is information which reflects RBM's background, capabilities, methodologies, prescribed next steps and desired outcomes.

We stand prepared to respond to all new Revenue and Funding opportunities for Kimble County, according to your direction and from those who report to you.

Most respectfully,

Greg Neal

512-924-6111



## I. *Scope of Services*

The goal of this Agreement is to ensure that available funding opportunities for Kimble County are properly researched, reviewed, and responded to, if relevant, appropriate and in the County's best interest. If these funding sources are realized, there are strict compliance and reporting standards to be met, which is also in the purview of Grant Management and Administration.

The County is seeking an experienced and capable professional willing to conduct these and other related services with remuneration on a contingency basis.

RBM's recommendations to achieve the goal are as follows:

- A. Continually monitor the funding horizon for opportunities for Texas Counties, based on a precise understanding of the needs and current priorities for Kimble County.
- B. Prepare, maintain, and continually improve a Statement for Kimble County, describing the benefits of financial support for a wide range of personnel, infrastructure, and investment opportunities.
- C. Recommend fully vetted opportunities to the County Judge, Commissioners Court, and the operational department for review and comment.
- D. Prepare a Draft Response to a published Funding application and submit the document to the County for review.
- E. Coordinate all specific representations with the County Judge, Commissioners, Attorney, Treasurer, and Clerk as required.
- F. Work closely with County staff and employees to identify and measure all Capability Gaps so that Funding Sources can accurately respond to these immediate and longer term needs.
- G. For Awarded Funding Projects including government grants, public/private partnerships, agency collaborations, and similar business opportunities, develop a Reporting Structure for Measured Project Performance and Cost Accounting.
- H. Maintain Project Integrity and Compliance during the life of the opportunity.
- I. Engagement is entirely based on the disposition of Kimble County and its satisfaction for services delivered.

It is understood that the fees associated with services rendered under this Agreement will be paid on a negotiated basis. Depending on each Funding opportunity, the Management & Administration will either be incorporated into the budget, or treated separately. (SEE FEE DISCUSSION).



RBM has taken a leadership role on the following Kimble County projects:

• FEMA FLOOD DISASTER RELIEF – 4416 (77.0% FED SHARE)	\$2,800,000.00
• DHS/OOG OPERATION LONE STAR - FY 2022 – 80.0% COMPLETE	\$3,455,528.75
• DHS/OOG OPERATION LONE STAR – FY 2023 – SUBMITTED 8.6.23	\$4,578,436.86
• DHS/OOG OPERATION STONE GARDEN – FY 2021 – 100.0% COMPLETE	\$68,822.27
• DHS/OOG OPSG – FY 2022 – READY FOR ACTIVATION	\$143,571.00
• DHS/OOG OPSG – FY 2022 – USCBP DEL RIO SECTOR PROMISE	\$135,000.00
• DHS/OOG OPERATION STONE GARDEN – FY 2023 SUBMITTED 4.3.23	\$2,269,536.92
• CVCOG SERI TOWER COMMUNICATIONS – FY 2022 - AWARDED	\$194,000.00
• DHS/OOG RIFLE RESISTANT BODY ARMOR - COMPLETE	\$13,288.57
• ALLOWANCE FOR KC COURTHOUSE HVAC RESTORATION	480,000.00
• TXDOT FUNDS FOR AIRPORT BASED ON FUEL RECEIPTS	\$63,750.00
• DHS/OOG BALLISTIC SHIELD – FY 2024 – SUBMIT OCT '23	<u>\$123,716.45</u>
TOTAL ESTIMATED ACTIVE FUNDING BENEFIT TO KC	<b>\$14,325,650.82</b>

Other areas of RBM capability and interest in Kimble County:

1. Economic Development
2. Optimizing the Opportunities found in Real Estate and Tourism
3. Road Maintenance and Restoration
  - a. Methods for Increasing County Road & Bridge Funding
4. Infrastructure Development
5. Research and Marketing
6. Governmental Relations
7. Law Enforcement – Addressing Trafficking, Smuggling, & Terrorism, School Protection
8. Courthouse Restoration Project and THC
9. Emergency Management Services
10. Education, Training & Technology Implementation



#### IV. General Evaluation Requirements

1. Experience, expertise and qualifications

RBM, led by President Greg Neal has worked with Texas Counties on Road Use Agreements, Hauling Routes, Permitting, Road Construction standards, Materials, Flood Plain analysis, and Restoration projects. This intensive effort has been conducted over the past 6.0 years to the general satisfaction of County Judges and Commissioners Courts via an affiliation with Kinder Morgan's PHP project as a consultant.

Neal has also led other successful Grant Administration efforts for Kimble County, including Operation Lone Star, Operation Stone Garden, CVCOG SERI for Tower Communications, and other State and Federal grant opportunities under supervision of the County Judge and Treasurer.

2. Capacity to meet requirements (stability, size, financial condition, etc.)

RBM is an incorporated proprietorship, successfully operating as a profitable business for twenty-eight years - since 1994, always with challenging, technically complex, and time sensitive client requirements.

RBM has skilled and experienced staff, but also is prepared to expand through a subcontracting effort when needed to meet the schedule and deliverables.

RBM has demonstrated for a period of nearly two years that it can perform at a professional level for each of the Kimble County Grant funding Opportunities with Management and Administration services.

3. Approach and methodology for performing tasks

As a consultant, RBM avoids placing itself in a fiduciary position with clients, so there is not a situation of financial default. The reimbursement and collection methodologies prescribed by RBM are time-tested and include superior communications, accuracy and diligence. RBM has complete confidence in its ability to perform the duties and responsibilities according to the outline of requirements in this Agreement.

4. Pricing (lowest price is not the deciding factor in award of this contract)

RBM's policy on pricing is to provide a perceived value to its clients, exceed expectations, and complete the assignment on time and within budget. This requires careful planning and open communications, listening closely to prospects and clients so that every detail is recorded and prioritized.

RBM and the Client will agree to a FEE budget or percentage of funds reimbursed or realized for each Project before work commences.



## ADDRESSING THE SELECTION CRITERIA

### **1. Experience/Expertise and qualification of personnel to perform cost recovery audits**

Greg Neal is known and recognized for the following qualities: detail and results oriented, process focused, measured expectations, responsive to requirements and urgent needs, and high integrity. This behavior has been demonstrated to Kimble County for over 5 years, in a variety of roles and projects.

The specific work associated with Financial Development, Grant Management & Administration begins with investigation, followed by documentation, analysis, web portal reporting, submittal, advocacy, and persistent follow-up. Ultimately, these professional services require specific knowledge and expertise in navigating a complex system and established bureaucracy. This expertise was gathered by RBM over the past 40 years of active consulting services. The Reviewer is encouraged to consider RBM's list of Clients and Projects within the past 10 years to validate the points made here.

Most importantly, Greg Neal cares about the fiscal condition and success of Kimble County. This has been demonstrated with Grant Awards, Procurement for Capital Equipment, Technology, Communications, Security Systems, and collaboration with other Counties and Agencies for the betterment of the Region. Neal's focus is always on the Task.

### **2. Demonstrate experience with Government and Public/Private Funding Opportunities**

Greg Neal has an established track record with Kimble County on these specific matters and an excellent reputation with other Counties in the Great State of Texas.

### **3. Incorporate Digital Tools and Reporting**

Greg Neal is highly competent with all forms of digital tools and applications needed for the Administration of Grant Reporting and Cost Recovery. Additionally, Neal recognized the need to digitize by scanning all receipts and invoices associated with Kimble County Projects and has constructed accessible Data repositories on this Project, and utilized this form of reporting back to the Agency portals. By implementing Excel as a Spreadsheet tool, with equations to reflect the transactions on all KC Projects, Greg has modeled the entire spending profiles, as an added value to the Project and additional information for a seamless Reimbursement or Cost Recovery Program.

In summary, Greg Neal found a paper-based record and accounting system and transformed it into a digital repository and collaborated with the Kimble County Treasurer.

### **4. Business Stability/Years in Business**

As has been previously reported, Reality Based Marketing was founded in 1994, as a response to clients who approved of Primary Market Research, Business Plans and Resource Analysis, Project Management Structures, Organizational Development, and Growth/Profits. Located in Florida, but with a clientele in North America, RBM went to the opportunities. Relevant to Kimble County and the FEMA 4416 Project of Contract Administration and Cost Recovery, Greg Neal worked as Project Manager at the beginning of his career in Defense Systems and Aerospace Contracting, where the C/SPC system was used. (This was replaced by the DOD EVM and IPMDAR systems) His successful assignments included GTE Strategic Systems, Lockheed-Martin, MITRE, and Draper Labs. The seven years of intense and exacting Governmental contracting, estimating, and reporting was a tremendous proving ground for this assignment.



## **5. Top Clients**

RBM's current clients include:

1. Kinder Morgan – Allen Fore, SVP
  - Permian Highway Pipeline
  - PHP Expansion
  - Central Texas Pipeline Project
2. Hilliard Enterprises – Stacy Hilliard, President
3. Kimble County
  - Judge and Commissioners Court – Judge Hal Rose
  - Sheriff's Office – TX Sheriff Allen Castleberry
4. Hot Springs Land Development – Nick Lamoriello and Bing Kearney, Owners

## **6. Financial Resources**

RBM and Greg Neal personally have sufficient financial resources to perform all of the tasks and duties on this project. RBM has already made investments in materials, equipment and storage devices to support Kimble County projects, starting in August, 2021. Further, and possibly to the point of the question, RBM is essentially serving in the role of a Grant Funding Director and Administrator. RBM work product goes to the Kimble County Treasurer, who reviews and submits the documents to the Grant Fund for consideration and reimbursement. Consequently, there is no significant capital investment required or financial liability by either RBM or the County.

RBM and Neal have practiced financial conservation, so there are no influences or pressures which might affect their performance or availability.

## **7. Personnel Resources**

It is anticipated and expected that Greg Neal will perform 100.0% of the RBM tasks and responsibilities on this project from commencement to completion. If additional staff is required, for any reason, RBM has skilled resources available.



**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 United States Code (U.S.C.), Chapter 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GREGORY B. NEAL

AUGUST 20, 2022

Head of Agency or Organization

Date

GB NEAL - PRESIDENT

Type Name and Title

REALTY BASED MARKETING, INC

Name and address of Agency/Organization

5108 GUDIKSON ROAD  
SUITE 100  
TAMPA, FL 33626



## Attachment #2 Business References

1	Contact Name & Title:	Hector Hernandez – Owner and President
	Business Name:	JH Materials and Dozer – <i>Specializing in Materials, Hauling and Site Work</i>
	Address:	12495 Reeds Lake Loop Rogers, TX 76569
	Email:	<a href="mailto:hhernandez@jhbud.com">hhernandez@jhbud.com</a>
	Phone # / Fax #:	254-721-8799
	Current Vendor (YES or NO):	YES
	Years Associated & Type of Work Performed:	8 Years; Business Development, Consulting, Sales, and Marketing
2	Contact Name & Title:	Hopkins “Hoppy” Haden - Judge
	Business Name:	Caldwell County
	Address:	110 South Main Street Lockhart, TX 78644
	Email:	<a href="mailto:hoppy.haden@co.caldwell.tx.us">hoppy.haden@co.caldwell.tx.us</a>
	Phone # / Fax #:	512-398-1809
	Current Vendor (YES or NO):	NO
	Years Associated & Type of Work Performed:	5 Years; Consulting, Road and Bridge analysis, Permitting and Community Investments
3	Contact Name & Title:	Keith Mudd - Judge
	Business Name:	Lavaca County
	Address:	109 North LaGrange Street Hallettsville, TX 77964
	Email:	<a href="mailto:nailener@co.lavaca.tx.us">nailener@co.lavaca.tx.us</a>
	Phone # / Fax #:	361-798-2301
	Current Vendor (YES or NO):	NO
	Years Associated & Type of Work Performed:	5 Years; Consulting, Road and Bridge analysis, Permitting and Community Investments



RECEIVED OCT 07 2021

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Form W-9 fields: 1 Name (REALITY BASED MARKETING, INC), 2 Business name, 3 Check appropriate box for federal tax classification (S Corporation checked), 4 Exemptions, 5 Address (7311 PROGRESS PLACE), 6 City, state, and ZIP code (ODESSA, FL 33556), 7 List account number(s) here (optional), Requester's name and address (Kimble County ph:325-446-2847, C/O Billie Stewart 501 Main St, Junction, TX 76849 fax:325-446-4506)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number and Employer identification number (59-3262569)

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person (handwritten signature) Date 10-6-21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
Form 1099-S (proceeds from real estate transactions)
Form 1099-K (merchant card and third party network transactions)
Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
Form 1099-C (canceled debt)
Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Transforming Information Into Opportunity

ATTACHMENT #4

COPY OF VALID BUSINESS LICENSE

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000050732

Entity Name: REALITY BASED MARKETING, INC.

Current Principal Place of Business:

8108 OLD HIXON ROAD
SUITE 100
TAMPA, FL 33626

Current Mailing Address:

8108 OLD HIXON ROAD
SUITE 100
TAMPA, FL 33626 US

FEI Number: 59-3262569

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ANDREASEN, ALLAN
5517 VAN DYKE ROAD
LUTZ, FL 33558 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES
Name NEAL, GREGORY B
Address 8108 OLD HIXON ROAD
SUITE 100
City-State-Zip: TAMPA FL 33626

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other filer information.

SIGNATURE: GREGORY BRYAN NEAL

PRESIDENT

04/17/2021

Electronic Signature of Signing Officer/Director Detail

Date

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

OCC. CODE

280.044004 MARKETING RESEARCH

1 Employees

Table with 2 columns: ACCOUNT NO., 33756; RENEWAL

Table with 2 columns: Receipt Fee 22.00, Hazardous Waste Surcharge 0.00, Law Library Fee 0.00

BUSINESS REALITY BASED MARKETING
8108 OLD HIXON RD STE 100
TAMPA, FL 33626

2021 - 2022

NAME REALITY BASED MARKETING
MAILING 8108 OLD HIXON RD STE 100
ADDRESS TAMPA, FL 33626

Paid 20-648-033403
09/20/2021 22.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.



ATTACHMENT #5

**CONTRACT AGREEMENT BETWEEN  
KIMBLE COUNTY, TEXAS AND  
REALITY BASED MARKETING, INC.  
FOR PROFESSIONAL SERVICES**

1. This Agreement becomes effective upon the direction of Kimble County (the Client) and action taken by the Commissioners Court for the utilization and direction of RBM Professional Services. Any modifications to this agreement may be affected by acknowledged written communication.
2. Services can only commence on a Stated Project with a Revenue Goal, subject to County supervision.
3. Client may refer to RBM certain funding, consulting and management tasks. Unless otherwise agreed in writing, all Projects shall be governed by this Agreement.
4. Client represents that any Projects are part of Kimble County's Existing or Future Operations and governed by the County Judge and Commissioners Court.
5. Client shall provide upon request any source documentation required for the performance of these Professional Services..
6. RBM will provide a Scope of Services, consistent with Kimble County's written Project Direction. Any outsourced Services must be approved in writing by Kimble County, but not unreasonably withheld.
7. RBM will be compensated for Professional Services rendered to the Client consistent with each individual Project opportunity actually funded and realized by Kimble County. No fees or financial burdens can be placed on the Client by RBM which are speculative or unfunded, unless approved in writing by Client and approved by its Judge and Commissioners Court.
8. A fee will be assessed and agreed to by both parties for each project before work commences.
9. RBM will provide proof of SAM.gov registration, a unique ID and no concerns that would prompt Debarment, consistent with Federal funding requirements.
10. From time to time during this Agreement, it may be necessary to involve Kimble County staff. RBM will make such resource requests from the Judge and Commissioners Court or Client, in advance.
11. RBM, representing the Client, will pursue all agreeable, relevant, and appropriate funding opportunities within the broad categories of Mutual Interest.
12. RBM will follow applicable procurement regulations designated and required by Government Agencies and its advisors, specifically 2 C.F.R., 2 C.F.R. 200.405(a)(1), and 44 C.F.R. § 13.36(b), Procurement Standards to assist with Client compliance under the GOV rules
13. RBM shall conduct itself in a professional manner at all times and comply with all Federal, State and County rules and procedures.



- 14. RBM will ensure that all Compliance Reporting through a Cloud-base portal represents the status of the Project, is responsive, and if corrections or action is needed, that the Client is fully cognizant and in agreement.
- 15. Client understands that RBM makes no representations about, or guarantees of successful funding or reimbursements of any amount represented by a government agency or third-party to the Client and, additionally, Client agrees that RBM will not be liable for consequential damages in any event, even if advised of the possibility of such damages.
- 16. Termination, Withdrawal or Suspension of Services. This agreement can be terminated upon receipt of notice by acknowledged email or certified mail, provided that any monies due RBM by Client are paid.
- 17. RBM reserves the right to refuse to perform a service and to terminate an ongoing service if RBM has reasons to believe that the Client has not acted in accordance with applicable contract laws, local practices, or regulations, or acts or fails to act so that RBM is unable to perform its services properly, or if the work undertaken is proven to be commercially unfeasible. Refusal of any service must be done in writing.
- 18. Client reserves the right to terminate this Agreement if Client has reasons to believe that RBM has not acted in accordance with applicable contract laws, local practices, or regulations, or if the work undertaken is proven to be commercially unfeasible. Termination of this Agreement must be done in writing.
- 19. RBM primarily operates in the State of Texas, USA and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be construed in accordance with the substantive law of the State of Texas, without regard to conflict of laws principles. Venue as to any action arising out of the subject matter hereof shall be in any court of competent jurisdiction in Kimble County, Texas. In the event of legal action, both parties waive trial by jury.

Agreed to this date of September 12, 2023

By Kimble County

By Reality Based Marketing, Inc.

[Signature]  
Name

[Signature]  
Name

County Judge  
Title

President  
Title



### **Fee Addendum - Specific to Each Awarded Grant to Kimble County**

Both parties acknowledge the following:

1. For the FEMA 4416 Grant, RBM's fees will be paid by the Federal grant funds, and not by Kimble County, through the work completion and financial closeout.
2. For KCSO Grants, (including Operation Lone Star, and Operation Stone Garden), RBM will request within the Grant application for Administration funds from the OOG equivalent to 4.5% of the authorized Grant value. (Five percent, 5.00%, is the maximum allowable value paid by the OOG. The difference between 4.5% and 5.0% proposed in the application is strictly for marketing and perception purposes to the Application Reviewer). Whatever the OOG ultimately provides, that financial amount will first be deducted from the RBM Contingency Fee Calculator. The fees assessed are:
  - a. Three percent, 3.00%, for Research, Grant Writing, Grant submittal – based on the Total amount actually reimbursed to Kimble County, and not necessarily for the Award amount.
  - b. Up to Two percent, 2.00% for Administration, Portal Reporting, Financial Statements, Procurement Management, and Grant Reconciliation to the satisfaction of the County Treasurer and the OOG.
3. For other Federal and State Grants referenced and currently under consideration, the Fee Addendum will reflect the funds available from the Grantor, then deducted from the Contingency Fees associated with a declared and confirmed Scope of Work – within Fifteen days of the Grant Award and approved by the Kimble County Commissioners Court.

## Hal Rose

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**From:** GB Neal <gbneal@msn.com>  
**Sent:** Monday, September 11, 2023 9:19 PM  
**To:** Hal Rose  
**Subject:** RE: Agreement with RBM  
**Attachments:** RBM PROFESSIONAL SERVICES AGREEMENT FOR KC - 09.10.23.docx

Good afternoon! Please find the updated Agreement for your consideration. It would be a privilege to continue our campaign and management of appropriate Grant funding for Kimble County directed by the Judge and Commissioners, and administered by the County Treasurer.

On the subject of the Fee Addendum, specific to each Grant, we propose the following:

1. For the FEMA 4416 Grant, RBM's fees will be paid by the Federal grant funds, and not by Kimble County, through the work completion and financial closeout.
2. For KCSO Grants, (including Operation Lone Star, and Operation Stone Garden), RBM will request within the Grant application for Administration funds from the OOG equivalent to 4.5% of the authorized Grant value. (Five percent, 5.00%, is the maximum allowable value paid by the OOG. The difference between 4.5% and 5.0% proposed in the application is strictly for marketing and perception purposes to the Application Reviewer). Whatever the OOG ultimately provides, that financial amount will first be deducted from the RBM Contingency Fee Calculator. The fees assessed are:
  - a. Three percent, 3.00%, for Research, Grant Writing, Grant submittal – based on the Total amount actually reimbursed to Kimble County, and not necessarily for the Award amount.
  - b. Up to Two percent, 2.00% for Administration, Portal Reporting, Financial Statements, Procurement Management, and Grant Reconciliation to the satisfaction of the County Treasurer and the OOG.
3. For other Federal and State Grants referenced and currently under consideration, the Fee Addendum will reflect the funds available from the Grantor, then deducted from the Contingency Fees associated with a declared and confirmed Scope of Work – within Fifteen days of the Grant Award and approved by the Kimble County Commissioners Court.

Thank you,

Greg Neal

Reality Based Marketing

512-924-6111

**From:** Hal Rose <hal.rose@co.kimble.tx.us>  
**Sent:** Monday, September 11, 2023 8:48 AM  
**To:** gbneal@realitysearch.com  
**Subject:** Agreement with RBM

Good morning. I have on the agenda reaffirmation of the agreement between the county and you at our meeting tomorrow. We discussed a few minor tweaks to the agreement form...have you made those and can I get an execution

COUNTY OF KIMBLE    §  
                                  §  
STATE OF TEXAS       §

**ORDER AMENDING BUDGET FOR 2023**

**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 2023 budget.

**BE IT THEREFORE ORDERED** that the 2023 budget is hereby amended to conform to revenues and expenditures authorized and approved by the Court in this meeting.

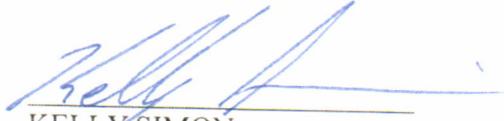
ORDERED this the 12<sup>th</sup> day of September, 2023.



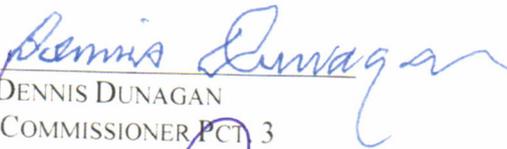
HAL A. ROSE  
COUNTY JUDGE



BRAYDEN SCHULZE  
COMMISSIONER PCT. 1



KELLY SIMON  
COMMISSIONER PCT. 2

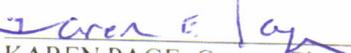


DENNIS DUNAGAN  
COMMISSIONER PCT. 3



KENNETH HOFFMAN  
COMMISSIONER PCT. 4

ATTEST:

  
KAREN PAGE, County Clerk