

KIMBLE COUNTY COMMISSIONERS COURT
REG MEETING – JULY 11, 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 (ABSENT)
Treasurer Billie Stewart

VISITORS: SEE ATTACHED LIST

AGENDA ITEMS:

- 1. Call to order @ 9:04AM, Invocation @ 9:05am, Pledge @ 9:06am**
- 2. Convene meeting and establish quorum – see above**
- 3. Public comments are welcome. Please limit comments to five minutes or less.**
 - a. London resident spoke regarding KC 320, Big Saline. County constructed a berm on her property 20 years ago that created a drainage issue on her property. Judge Rose suggested the resident write a summary and send the letter to him for further review.
- 4. Consideration, discussion, and possible action regarding status of county roads and related matters, including additional road and bridge positions, compensation; classifications, maintenance and repair matters related to roadways, causeways and easements; and potential expenditures related to Kinder Morgan payment under the Investment Agreement with the County.**
 - a. ET Sparks gave update on road and bridge report. Commissioner Simon made motion to approve report, second by Commission Dunnigan, all present in favor, motion carries
 - b. Commissioners discussed authorizing any commissioner to purchase the following equipment under \$50,000:
 - i. Haul trailer \$15,000
 - ii. Skid steer w/ rubber tires \$40,000
 - iii. Skid steer attachments \$30,000
 - iv. Asphalt dirt truck \$25,000
 - v. Excavator \$30,000
 - vi. Excavator \$30,000

- b. Sheriff Castleberry updated commissioners on ongoing tower project completion date as the end of 2023 year (see attachment)
 - c. Sheriff Castleberry gave report on TESLA battery spill on Hwy 290. Judge Rose requested information for trucking company to re-coop County Costs, will work will County Attorney Heap to send demand letter
 - d. No motion or action taken
- 11. Consideration, discussion, and possible action regarding the bond for Kyle Carlile with the Kimble County Sheriff's Department.**
- a. Commissioner Hoffman made motion to approve bond second by Commissioner Simon, as present in favor, motion carries
- 12. Consideration, discussion, and possible action on Emergency Management Coordinator's request to purchase a generator for the mobile emergency operation center using dedicated funds.**
- a. Motion to approve request to use \$5,000 of dedicated funds to ESD from Kinder Morgan for generator made by Commissioner Hoffman second by Commissioner Simon all present in favor, motion carries
- 13. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.**
- a. Treasurer Billie Stewart gave update on budget report format, no motions or actions taken
- 14. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules, proposed procedures to be adopted by the County related to Subdivision applications and potential subdivision applications, further communication regarding the proposed Waterstone Dam and the County budgeting process for 2024.**
- a. Discussion regarding the Waterstone Dam and upcoming public meetings in Rocksprings. Representative Murr and Ground Water addressed objections to the dam. Commissioners request to see pictures and get more information before making a proclamation.
- 15. Consideration, discussion, and possible action on 2024-25 biennium Interlocal Agreement between Kimble County and Regional Public Defender for Capital Cases for indigent defense in capital murder cases.**
- a. Commissioner Schultz made motion to approve, second by Commissioner Hoffman, all present in favor, motion carries (see attached)
- 16. Consideration, discussion, and possible action related to proposal to retain acoustical engineer to consult on sound mitigation regarding gas compressor station being constructed in Kimble County.**
- a. Nelson Acoustics provided a proposal for \$2250 for acting as Consulting Engineers regarding Kinder Morgan compressor station. Commissioner Hoffman made motion to accept, second by Commissioner Schultz, all present in favor, motion carries.

- 17. Consideration, discussion, and possible action related to Emergency Services District to convert part-time employee to full-time employee.**

 - a. Previously approved 5 slots and convert 1 part-time to a full-time position, ESD picks up insurance cost, County pays for retirement cost. Commissioner Simon made motion to approve, second by Commissioner Shultz, all present in favor, motion carries
- 18. Consideration, discussion, and possible action regarding agreement with Perdue related to collection of outstanding court costs, fines and related amounts owed to Kimble County.**

 - a. Tabled, no action
- 19. Consideration, discussion, and possible action to request a quote for Kimble County health insurance and related benefits from TAC HEBP in accordance with the Texas Local Government Code Chapter 262.**

 - a. Commissioner Hoffman made motion to request authorization to send letter to TAC, second by Commissioner Schultz, all present in favor, motion carries
- 20. Consideration, discussion, and possible action on lease agreement for new voting location for Precinct 7 in Eastern Kimble County and related matters.**

 - a. Motion to approve Judge Rose to sign lease agreement for new voting location made by Commissioner Simon, second by Commissioner Hoffman, all present in favor, motion carries (see attachment)
 - b. Commissioner Hoffman volunteered to handle dirt work at location.
- 21. Consideration, discussion, and possible action regarding rental terms for the Coke Stevenson Center for the benefit of the Kimble County Airport.**

 - a. Discussion regarding how the County manages and maintains the Stevenson Center.
 - b. Commissioners discussed adopting regulations and rules for commercial vs. non-profit events, increasing the rental rate, Judge Rose's office taking over calendar of Stevenson Center from Sheriff's office, and maintenance and upkeep to be part of Airport budget and reimbursed by board at the end of year.
 - c. No action taken, tabled for discussion later
- 22. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant and move-out plan.**

 - a. Matter tabled while waiting for additional information- earliest information to be July 21st.
- 23. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.**

 - a. Commissioner Shultz made motion to approve bills and accounts, second by Commissioner Hoffman, all present in favor, motion carries
- 24. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-10 authorizing same.**

 - a. Commissioner Hoffman made motion to approve CC-2023-10 Order Amending Budget for 2023, second by Commissioner Kelly, all present in favor, motion carries (see attached)

25. Adjournment.

- a. Commissioner Simon made motion to adjourn, second by Commissioner Dunagan

There being no further business, Court adjourned this 11th day of July, 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, July 11, 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, including additional road and bridge positions, compensation; classifications, maintenance and repair matters related to roadways, causeways and easements; and potential expenditures related to Kinder Morgan payment under the Investment Agreement with the County.
5. Consideration, discussion, and possible action regarding Requests for Quotation for road base material and hauling contracts related to FEMA projects.
6. Consideration, discussion, and possible action related to request to abandon existing Knoxville Cemetery Road and relocate the road providing reasonable public access to cemetery.
7. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
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 the Kimble County Sheriff's Department monthly report to the Commissioners Court.
11. Consideration, discussion, and possible action regarding the bond for Kyle Carlile with the Kimble County Sheriff's Department.
12. Consideration, discussion, and possible action on Emergency Management Coordinator's request to purchase a generator for the mobile emergency operation center using dedicated funds.
13. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
14. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules, proposed procedures to be adopted by the County related to Subdivision applications and potential subdivision applications, further communication regarding the proposed Waterstone Dam and the County budgeting process for 2024.
15. Consideration, discussion, and possible action on 2024-25 biennium Interlocal Agreement between Kimble County and Regional Public Defender for Capital Cases for indigent defense in capital murder cases.
16. Consideration, discussion, and possible action related to proposal to retain acoustical engineer to consult on sound mitigation regarding gas compressor station being constructed in Kimble County.
17. Consideration, discussion, and possible action related to Emergency Services District to convert part-time employee to full-time employee.
18. Consideration, discussion, and possible action regarding agreement with Perdue related to collection of outstanding court costs, fines and related amounts owed to Kimble County.
19. Consideration, discussion, and possible action to request a quote for Kimble County health insurance and related benefits from TAC HEBP in accordance with the Texas Local Government Code Chapter 262.
20. Consideration, discussion, and possible action on lease agreement for new voting location for Precinct 7 in Eastern Kimble County and related matters.
21. Consideration, discussion, and possible action regarding rental terms for the Coke Stevenson Center for the benefit of the Kimble County Airport.
22. Consideration, discussion, and possible action regarding Kimble County Courthouse renovation, THC grant and move-out plan.
23. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County.
24. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures and Order #CC-2023-10 authorizing same.
25. Adjournment.

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

Filed July 6 2023
at 4:45 o'clock P
Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas

Hal A. Rose
Hal A. Rose, County Judge

COMMISSIONER'S COURT
MEETING 7/11/2023

VISITORS PLEASE SIGN IN

- 1 Keith Kester
 - 2 Randy Millican
 - 3 Kelly Millican TDEM
 - 4 Keith + Denise Clanki
 - 5 Reggie Pearl
 - 6 Molly + Mark Raynes
 - 7 GREG NEAL
 - 8 DEAN Eckert - Public Comment
 - 9 Loretta Eckert
 - 10 Clay Nelson
 - 11 Linda Parker Cox
 - 12 Michael Cox
 - 13 Carol Hedlund
 - 14 Laura Spruell
 - 15 Clinton Wood
 - 16 DENNIS ARMSTRONG
 - 17 JUAN AREWEAUX
 - 18 Dale Johnson - Fire
 - 19 TED SANDHIN - KCEMS
 - 20 TRAIT Walker
- Aden Whitstone
Maddie Hoffman

ALB

Linda Jewell

ANDREW BURMAN.

Darla Barker

Karla Boone

Jennie Choate

TO: Kimble County Commissioners Court

From: E.T. Sparks Road and Bridge Supervisor

Date: July 11 2023

Subject: Monthly Road and Bridge Report June 13-July 11 2023

June 13 2023

KC 421 partially bladed.

June 14 thru 19

Repairs on equipment.

June 20 2023

CR 370 repaired crossing, etc.

June 21-22 2023

Hauled material from land owners pit, to fix and repair CR.375.

June 26- 29 2023

Cleaned yard hauled off scrap iron

July 3 2023

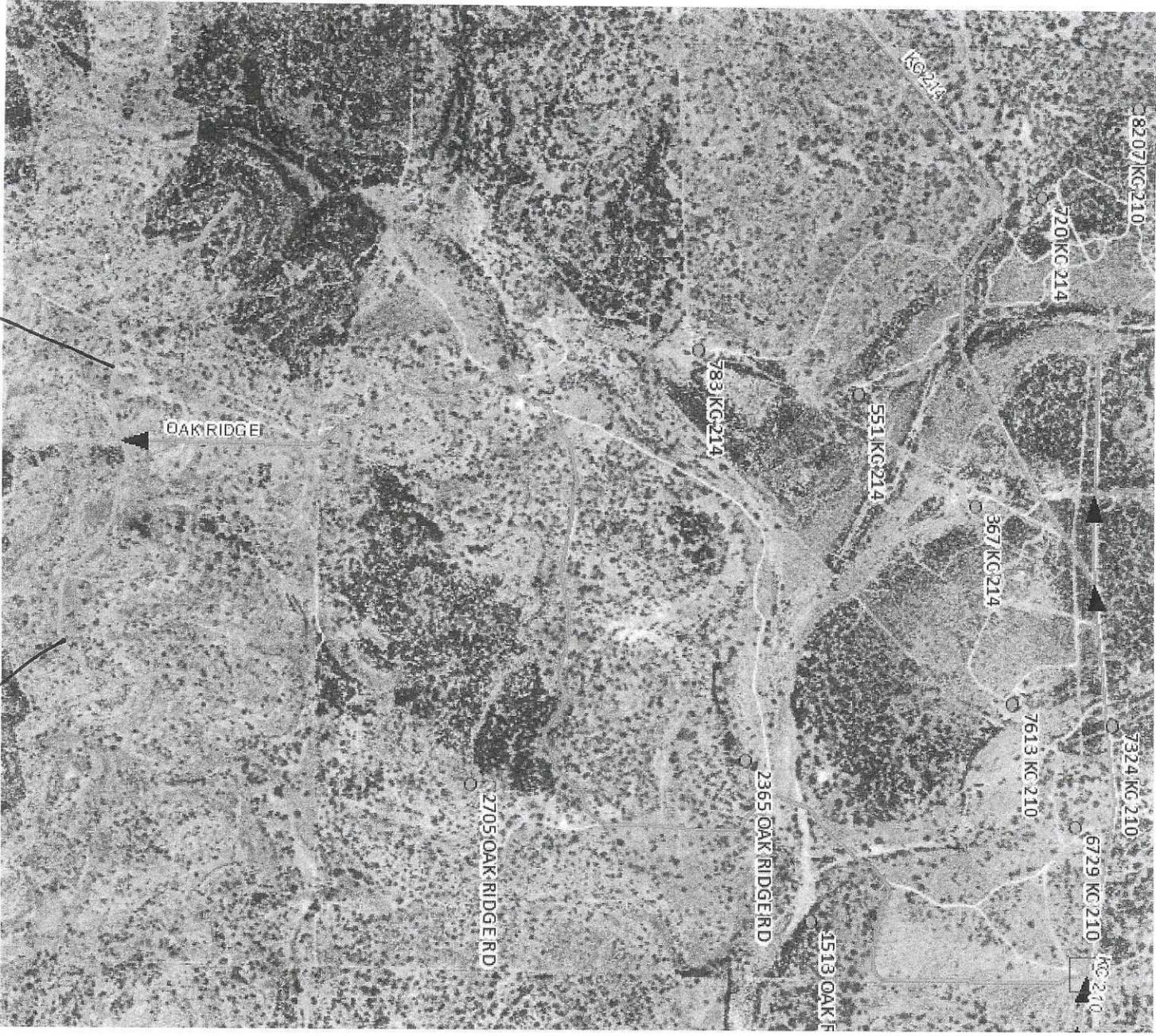
Bladed on CR372 and CR120.

July 5 -6 2023

Bladed on CR311, repairs on equipment.

July 10 -11 2023

Hauling material from pit donated from land owner watering and rolling it in on CR212.



WINDING RD.

E. WINDING RD.

OAK RIDGE

783 KC 214

551 KC 214

367 KC 214

7613 KC 210

2365 OAK RIDGE RD

1513 OAK R

2705 OAK RIDGE RD

720 KC 214

8207 KC 210

7324 KC 210

6729 KC 210

KC 210

7/11/2023 8:04:48AM

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	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	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	0.174
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	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	0.226
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	0.000
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	0.157
2022	1,013.66	0.00	1,013.66	502.60	0.02	0.00	502.62	60.82	26.51	0.00	0.00	589.93	511.04	4.958
Totals for All Delinquent Years														
	821.51	0.00	821.51	6.73	0.00	0.00	6.73	0.81	1.82	1.88	0.00	11.24	814.78	
Totals for All Years:														
	1,835.17	0.00	1,835.17	509.33	0.02	0.00	509.35	61.63	28.33	1.88	0.00	601.17	1,325.82	0.55
Refunds Paid:														
				-1,066.87		0.00		0.00	0.00	0.00	0.00	-1,066.87		

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

7/11/2023 8:04:48AM

June 2023 (06/01/2023 - 06/30/2023)

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	Alt. 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	0.00	144.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29	.0000
1997	178.80	0.00	178.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.80	.0000
1998	217.37	0.00	217.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.37	.0000
1999	157.12	0.00	157.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.12	.0000
2000	153.42	0.00	153.42	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	972.12	0.00	972.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	972.12	.0000
2007	830.41	0.00	830.41	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	66.36	0.00	0.00	66.36	0.51	62.62	2.30	0.00	131.79	1,013.98	.0614
2010	990.01	0.00	990.01	76.62	0.00	0.00	76.62	0.00	62.83	0.00	0.00	139.45	913.39	.0774
2011	1,203.26	0.00	1,203.26	97.33	0.00	0.00	97.33	2.31	83.90	9.54	0.00	193.08	1,105.92	.0809
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	138.18	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	97.26	0.00	0.00	97.26	1.42	46.05	4.68	0.00	149.41	3,238.56	.0292
2016	4,240.07	0.00	4,240.07	136.51	0.00	0.00	136.51	5.57	64.96	17.25	0.00	224.29	4,103.56	.0322
2017	4,206.04	0.00	4,206.04	163.42	0.00	0.00	163.42	7.87	66.38	22.83	0.00	260.50	4,042.62	.0389

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

June 2023 (06/01/2023 - 06/30/2023)

7/11/2023 8:04:48AM

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	Alt. Fee	Overage	Payments	Balance	%
2018	8,216.69	0.00	8,216.69	135.37	0.00	-7.39	127.98	31.49	155.59	65.09	0.00	407.54	8,088.71	0156
2019	8,812.45	0.00	8,812.45	-111.67	0.00	-6.61	-118.28	29.15	96.31	74.77	0.00	88.56	8,930.73	-0134
2020	11,673.89	-74.83	11,599.06	1,405.63	0.00	-7.60	1,398.03	179.51	390.76	411.30	0.00	2,387.20	10,201.03	.1205
2021	40,990.33	-96.16	40,894.17	10,779.90	0.00	-13.31	10,766.59	1,114.88	1,273.60	2,358.56	0.00	15,526.94	30,127.58	.2633
2022	1,347,397.76	639.48	1,348,037.24	1,234,254.73	3.48	1,415.66	1,235,673.87	16,690.57	5,543.85	0.00	5.37	1,256,494.52	112,363.37	.9166
Totals for All Delinquent Years														
	96,033.57	-170.99	95,862.58	13,351.24	0.00	-34.91	13,316.33	1,376.27	2,789.62	2,998.95	0.00	20,516.08	82,546.25	
Totals for All Years:														
	1,443,431.33	468.49	1,443,899.82	1,247,605.97	3.48	1,380.75	1,248,990.20	18,066.84	8,333.47	2,998.95	5.37	1,277,010.60	194,909.62	3.16
Refunds Paid:														
				-4,086.67		-65.61		-7.27	-1.86	-2.11	-0.01	-4,087.92		

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

June 2023 (06/01/2023 - 06/30/2023)

7/11/2023 8:04:48AM

Totals for Entity: All

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. 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	0.00	144.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.29	.0000
1997	178.80	0.00	178.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178.80	.0000
1998	217.37	0.00	217.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.37	.0000
1999	157.12	0.00	157.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.12	.0000
2000	153.42	0.00	153.42	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	.0978
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	66.36	0.00	0.00	66.36	0.51	62.62	2.30	0.00	131.79	1,013.98	.0614
2010	998.90	0.00	998.90	76.62	0.00	0.00	76.62	0.00	62.83	0.00	0.00	139.45	922.28	.0757
2011	1,213.26	0.00	1,213.26	97.33	0.00	0.00	97.33	2.31	83.90	9.54	0.00	193.08	1,115.93	.0802
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	97.26	0.00	0.00	97.26	1.42	46.05	4.68	0.00	149.41	3,346.40	.0282
2016	4,362.91	0.00	4,362.91	136.51	0.00	0.00	136.51	5.57	64.96	17.25	0.00	224.29	4,226.40	.0313
2017	4,262.93	0.00	4,262.93	164.41	0.00	0.00	164.41	7.99	67.00	23.18	0.00	262.58	4,098.52	.0386

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

7/11/2023 8:04:48AM

Totals for Entity: All

Fiscal Year: 2023

Year	Original Tax	Adjustments	Adjusted Tax	Base Tax Pd	Under	Disc	Eff Taxes Paid	Penalty	Interest	Alt. Fee	Overage	Payments	Balance	%
2018	8,281.78	0.00	8,281.78	135.37	0.00	-7.39	127.98	31.49	155.59	85.09	0.00	407.54	8,153.80	.0155
2019	8,897.22	0.00	8,897.22	-109.75	0.00	-6.61	-116.36	29.38	97.01	75.34	0.00	91.98	9,013.58	-.0131
2020	11,752.77	-74.83	11,677.94	1,405.63	0.00	-7.60	1,398.03	179.51	390.76	411.30	0.00	2,387.20	10,279.91	.1197
2021	41,233.77	-96.16	41,137.61	10,783.72	0.00	-13.31	10,770.41	1,115.34	1,274.10	2,359.52	0.00	15,532.68	30,367.20	.2618
2022	1,348,411.42	639.48	1,349,050.90	1,234,757.33	3.50	1,415.66	1,236,176.49	16,751.39	5,570.36	0.00	5.37	1,257,084.45	112,874.41	.9163
Totals for All Delinquent Years														
	96,855.08	-170.99	96,684.09	13,357.97	0.00	-34.91	13,323.06	1,377.08	2,791.44	3,000.83	0.00	20,527.32	83,361.03	
Totals for All Years:														
	1,445,266.50	468.49	1,445,734.99	1,248,115.30	3.50	1,380.75	1,249,499.55	18,128.47	8,361.80	3,000.83	5.37	1,277,611.77	196,235.44	3.15
Refunds Paid:														
				-5,153.54		-65.61		-7.27	-1.86	-2.11	-0.01	-5,164.79		

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

Texas Department of Motor Vehicles

Registration and Title System Report

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2023 - 06/2023

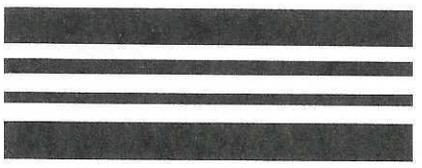
Start Month: June End Month: June Start Year: 2023 End Year: 2023 Office Category: County

Funds Category: All

Office: All

Inventory Item Counts		
Item Description	Items Sold Count	Void Count
30 DAY MOTORCYCLE PERMIT	1	0
30 DAY PERMIT	7	0
BLUE DISABLED PLACARD	19	0
COMBINATION PLT	1	0
DISABLED PERSON PLT	1	0
EXEMPT SINGLE PLT	1	0
FARM TRLR PLT	2	0
FARM TRUCK PLT	1	0
MOTORCYCLE PLT	1	0
ONE-TRIP PERMIT	4	0
PASSENGER-TRUCK PLT	19	0
PLATE STICKER	148	3
TRLR PLT	7	1
WINDSHIELD STICKER	381	0
Total	593	4

Fees Collected	
Accounting Fees Description	Amount (\$)
REGISTRATION	
AUTOMATION FEE	8.00
BUYERS TAG	10.00
CNTY ROAD BRIDGE ADD-ON FEE	4,290.00
DELT TRANS PENALTY 2008	850.00
DISABLED VETERAN PLT	9.00
DUPLICATE RECEIPT	6.00
HORNED LIZARD PLT	0.00
INSPECTION FEE-1YR	2,655.00
INSPECTION FEE-CW	220.00
INSPECTION FEE-NLTSI	16.50
INSPECTION FEE-OBNDL	41.25
INSPECTION FEE-TLMC	82.50
LATE REGISTRATION PENALTY	0.00
MOBILITY / CLEAN AIR FEE	90.00
ONLINE DISCOUNT	(37.00)
P&H 30-DAY PERMIT	200.00
P&H COMBINATION PLT	2,115.00
P&H MAIL IN FEE	66.50





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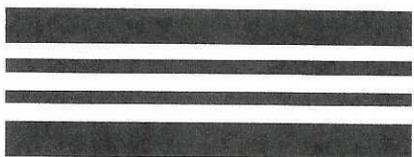
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2023 - 06/2023

Start Month: June
Funds Category: All
Office: All

End Month: June
Start Year: 2023
End Year: 2023
Office Category: County

Fees Collected	
Accounting Fees Description	Amount (\$)
P&H ONE TRIP PERMIT	20.00
P&H PLATE STICKER	3,445.00
P&H TMP PERMIT FEE	57.00
P&H TXO COMP	(74.00)
P&H TXO FEE	175.75
P&H WALK IN FEE	2,185.00
P&H WINDSHIELD STICKER	22,282.95
PERSONALIZED PLATE FEE	40.00
PROFESSIONAL FIREFIGHTER PLT	30.00
REG FEE-DPS	371.00
REGIS. CREDIT REMAINING	(194.91)
REPLACEMENT FEE	66.00
SURVIVING SPOUSE DV PLT	3.00
TEXAS VINTAGE BLUE C APPL	0.00
TRANSFER	90.00
REGISTRATION - Sub Total	39,119.54
SALES TAX	
REGISTRATION EMISSIONS FEE	211.50
SALES TAX EMISSION FEE 1%	1,337.81



Texas Department of Motor Vehicles

Registration and Title System Report

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FEE COLLECTION AND DISTRIBUTION REPORT

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Start Month: June End Month: June Start Year: 2023 End Year: 2023 Office Category: County
 Funds Category: All
 Office: All

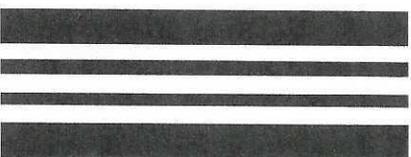
Fees Collected	
Accounting Fees Description	Amount (\$)
SALES TAX FEE	24,409.56
SALES TAX PENALTY FEE	117.83
TERP TITLE FEE	820.00
SALES TAX - Sub Total	26,896.70
TITLE	
TITLE APPLICATION FEE	702.00
TITLE - Sub Total	702.00
YOUNG FARMER	
YOUNG FARMER PROGRAM	95.00
YOUNG FARMER - Sub Total	95.00
Total	66,813.24

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
REGISTRATION				
AUTOMATION FEE	263.50	0.00	0.00	263.50
BUYERS TAG	10.00	0.00	0.00	10.00
CO R & B FUND	0.00	27,928.94	0.00	27,928.94
DELQ TRNSF CNTY	0.00	425.00	0.00	425.00

Run Date: 07/05/2023
 Run Time: 10:38:38 AM

Page 3 of 6

RTS Date: 07/04/2023





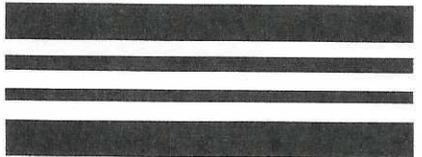
RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2023 - 06/2023

Start Month: June End Month: June Start Year: 2023 End Year: 2023 Office Category: County
Funds Category: All
Office: All

Funds Distribution				
Funds Category	TxDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
DELQ TRNSF EDUC	70.00	0.00	0.00	70.00
DELQ TRNSF FND6	355.00	0.00	0.00	355.00
DUPL RECEIPT	0.00	6.00	0.00	6.00
INSP TCEQ-1	744.00	0.00	0.00	744.00
INSP TCEQ-3	3.50	0.00	0.00	3.50
INSP TCEQ-4	24.00	0.00	0.00	24.00
INSP TERP	100.00	0.00	0.00	100.00
INSP TME-FEMISS	14.00	0.00	0.00	14.00
INSP TXMBLTY-1	1,302.00	0.00	0.00	1,302.00
INSP TXMBLTY-3	100.00	0.00	0.00	100.00
INSP TXMBLTY-4	42.00	0.00	0.00	42.00
INSP TXONLNE-1	750.00	0.00	0.00	750.00
INSP TXONLNE-2	1.75	0.00	0.00	1.75
MBLTY / CLN AIR	24.00	0.00	0.00	24.00
OPT RD & B FEE	0.00	4,300.00	0.00	4,300.00
OUTOFCNTY-CRDT	(70.90)	0.00	0.00	(70.90)
P&H CNTY MAILIN	0.00	32.20	0.00	32.20
P&H CNTY TMPT F	0.00	57.00	0.00	57.00



Texas Department of Motor Vehicles

RTS:FIN012

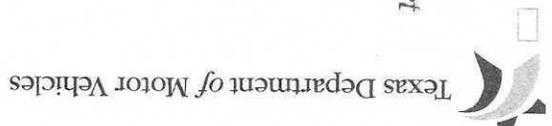
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2023 - 06/2023

Registration and Title System Report

Start Month: June End Month: June Start Year: 2023 End Year: 2023 Office Category: County
 Funds Category: All
 Office: All

Funds Distribution				
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)
P&H CNTY TXO	0.00	9.25	0.00	9.25
P&H CNTY WALKIN	0.00	1,058.00	0.00	1,058.00
P&H DMV COMP	1,072.30	0.00	0.00	1,072.30
P&H TXO COMP	(74.00)	0.00	0.00	(74.00)
P&H TXO DISCNT	(37.00)	0.00	0.00	(37.00)
REG FEE-DPS	371.00	0.00	0.00	371.00
REPL FEE \$6	38.50	27.50	0.00	66.00
SP-PERSONALIZE	38.75	0.00	0.00	38.75
SP-PRO FF	22.00	0.00	0.00	22.00
SP-TXDOT COM CR	(1.00)	0.00	0.00	(1.00)
SP-TXDOT VP CRD	(0.50)	0.00	0.00	(0.50)
SPL CNTY COMMSN	0.00	2.00	0.00	2.00
SPL TXDMV PART	0.75	0.00	0.00	0.75
SPL TXDOT PART	19.50	0.00	0.00	19.50
TRANS OF REGIS	45.00	45.00	0.00	90.00
VENDR CNTY CMSN	0.00	0.50	0.00	0.50
REGISTRATION - Sub Total	5,226.15	33,891.39	0.00	39,119.54
SALES TAX				



Texas Department of Motor Vehicles

RTS:FIN.012

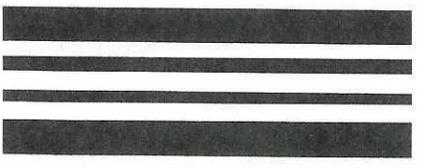
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 06/2023 - 06/2023

Registration and Title System Report

Start Month: June End Month: June Start Year: 2023 End Year: 2023 Office Category: County
 Funds Category: All
 Office: All

Funds Distribution					
Funds Category	TXDMV Amount Due (\$)	County Amt Due (\$)	Other Amt Due (\$)	Total Amt Due (\$)	
REGIS EMISSIONS	0.00	0.00	211.50	211.50	
SALES TAX	0.00	0.00	24,527.39	24,527.39	
SLSTX EMISSION1	0.00	0.00	1,337.81	1,337.81	
TERP TITLE FEE	0.00	0.00	820.00	820.00	
SALES TAX - Sub Total	0.00	0.00	26,896.70	26,896.70	
TITLE					
TITLE APPL FEES	162.00	270.00	0.00	432.00	
TITLE APPL-COMP	270.00	0.00	0.00	270.00	
TITLE - Sub Total	432.00	270.00	0.00	702.00	
YOUNG FARMER					
YOUNG FARMER FD	0.00	0.00	95.00	95.00	
YOUNG FARMER - Sub Total	0.00	0.00	95.00	95.00	
Total	5,660.15	34,161.39	26,991.70	66,813.24	



Junction Fire / Kimble Rural Fire

JUNE 2023

Fire Department Calls

6-2-2023	7:50 AM	Elm Street	CO Alarm (Bad Detector)	99
		1 Person X 1 hour		
6-9-2023	6:37pm	US 83 Approx: 4 mi. North	Brush / Grass Fire	B-82, B-83, T3
		4 personnel X 1 hr = 4 hours		
6-16-2023	9:02 PM	601 South Llano	Power Pole Fire in Storm	99, E-1
		5 personnel X 3 hours (Standby at station during thunderstorm)		
6-20-2023	1:33 pm	US 83 North Approx: 7 mi. North	Brush / Grass Fire	B-82, B-88
		4 personnel X 1 hour = 4 hours		
6-21-2023	4:27 PM	160 Fox Hollow Rd.	Brush Fire (lightening)	B-82, B-88, T-3, B-83
		7 Personnel X 2 hours = 14 hours		
6-25-2023	6:51 PM	215 West Main St. Rocksprings	Commercial Structure Fire	99, E-2, T-3
		5 personnel X 4 hours = 20 Hours		
6-28-2023	5:49 AM	19126 RR 479 Kimble / Kerr Line	Structure Fire	99, E-2, T-3, T-2
		9 personnel X 5 hours – 45 hours		
6-28-2023	1:41 PM	160 Fox Hollow Lost Arrow Ranch	Brush / Grass Fire	99, B-82, B-83, T-3
		6 personnel X 3 hours = 18 hours		
6-30-2023	5:55 PM	US 290 1.5 miles E. of IH-10	CMVA (With Tesla Batteries)	99, T-3
		3 Personnel x 14 hours = 42 hours		

RON REPORT

JUNE 2023

163 MAN HOURS

Kimble County Schedule



Primary Column	Jul 23	Jul 30	Aug 6	Aug 13	Aug 20	Aug 27	Sep 3	Sep 10								
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
1	Notice to Proceed Issued															
2	Tower and Foundation drawings finalized and stamped															
3	Tower fabrication															
4	Tower foundation installation															
5	Tower installation															
6	Old tower decommission															

Nov 26							Dec 3							Dec 10							Dec 17						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
																</											

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



CHIEF PUBLIC DEFENDER

Edward Ray Keith Jr.

DEPUTY PUBLIC DEFENDER

Keri Mallon

CHIEF FINANCIAL OFFICER

Amy Sharb

SYSTEM ADMINISTRATOR

Elaine Nauert

Honorable Hal Rose
County Judge
County of Kimble
501 Main St.
Junction, Texas 76849

Via email: hal.rose@co.kimble.tx.us

RE: *FY2024/25 Interlocal Agreement*

Honorable Judge Roberts:

The current Interlocal Agreement expires September 30, 2023. Enclosed is the new Interlocal Agreement for the FY2024/25 biennium. The Interlocal begins October 1, 2023 and expires September 30, 2024; it will automatically renew on October 1, 2024 and expire September 30, 2025.

The factors that were used to calculate the updated allocations are the 2020 census numbers and the latest ten-year capital case data reported by your District Clerk (Oct. 1, 2010-Sep. 30, 2020).

In addition, our Board of Directors, adopted the Application for Appointment of Legal Counsel from the Regional Public Defender Office to be submitted by the appointing District Judge with the Order Appointing.

The signed Interlocal is due back to us by September 30, 2023 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward Ray Keith, Jr.", written over a horizontal line.

Edward Ray Keith, Jr.

Angleton
(979)266-7613

Austin
(512)756-4621

Lubbock
(806)641-8407

San Angelo
(325)617-5405

San Antonio
(210)886-8789

Terrell
(972)551-0100

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **KIMBLE COUNTY, TEXAS** ("Participant"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Kimble County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

1.01 **Program Purpose and Term.** The Regional Public Defender for Capital Cases (the "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2023 and continue through September 30, 2024. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2025, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

ARTICLE II
OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Hal Rose County Judge
Kimble County
501 Main St.
Junction, Texas 76849
E-Mail: hal.rose@co.kimble.tx.us

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** 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 unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this 11th day of July, 2023.

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF KIMBLE

Board Chairman

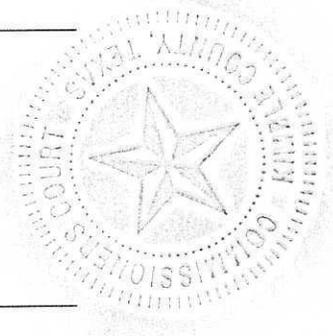
Hal A. Rose
Honorable Hal Rose
County Judge

ATTEST:

ATTEST:

Board Secretary

Tara E. Page
County Clerk



APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Matthew L. Wade
Underwood Law Firm
General Counsel

County	FY24	FY25
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: _____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____ ;

Cause No. (if available) and/or Warrant No.: _____ ;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

Honorable Judge
(Printed Name): _____

District Court

County, Texas

Received by the RPDO on _____ (Date) by _____ (Name)

LEASE AGREEMENT

This Lease Agreement ("Lease Agreement"), dated effective as of this 1st day of August, 2023, is made between June Ackel ("Landlord"), and Kimble County, ("Tenant"). Subject to and in consideration of all of the terms, provisions, covenants and conditions of this Lease Agreement and other good and valuable consideration, and in the interest of the public good, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. LEASE.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for the term and upon the terms, covenants and conditions provided in this Lease Agreement.

2. PREMISES.

Landlord hereby leases to Tenant on the terms and conditions set forth in this Lease Agreement approximately 18,200 square feet (0.417 acres) of space in the land located at Ranch Road 479, Kimble County, Texas ("Leased Premises"), being a portion of a Partition Deed described in Volume 87, Page 433 of the Deed Records of Kimble County, Texas, further described in the attached Exhibits "A" and "B". Tenant shall accept the Leased Premises in their "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition, except as otherwise provided in this Lease Agreement, on the Commencement Date without recourse to Landlord.

3. TERM AND TERMINATION.

The initial term of this Lease Agreement is for a one (1) year period and shall commence on August 1, 2023 ("Commencement Date"), this Lease Agreement will automatically renew for additional one (1) year terms unless either party gives thirty (30) days written notice to the other party prior to the end of any Lease Agreement term stating the terminating party's intent not to renew this Lease Agreement, and if such notice is given then this Lease Agreement will terminate at the end of that term. Possession of the Leased Premises ("Possession") shall be delivered to Tenant on the Commencement Date. Upon any termination of this Lease Agreement, Tenant shall vacate the Leased Premises at the end of the notice period.

4. RENTAL PAYMENT.

Landlord and Tenant agree that Tenant shall pay to Landlord as rent on the first day of the first month, without deduction, setoff, notice, or demand, at 15380 Ranch Road 479, Harper, Texas 78631, or at such other place as Landlord shall designate from time to time by notice to Tenant, a yearly rental payment in the amount of \$12.00 (TWELVE and no/100 DOLLARS) for the first year of the term of this Lease Agreement. If any rent or other sum due from Tenant is not received on or before the day which is fifteen (15) days after its due date, then Tenant shall pay to Landlord immediately upon Landlord's demand therefor, a late charge in an amount equal to five percent of

such overdue amount, plus any attorneys' fees and costs incurred by Landlord by reason of Tenant's failure to pay rent and other charges when due hereunder.

5. UTILITIES AND TAXES.

Tenant shall be responsible for payment of water, sewer, and trash for the Leased Premises; provided that the parties understand and agree that Landlord will receive the utility bills for water, sewer and trash for the entire property including the Leased Premises and Tenant shall pay such portion of each monthly bill. Tenant shall be responsible for the payment of all other utilities for the Leased Premises including electricity, telephone and Internet. Landlord shall be responsible for any real property taxes related to the Leased Premises and Tenant shall be responsible for any and all taxes related to its business operations.

6. USE OF PREMISES.

- A. The Premises shall be used and occupied only for a Voting Site for Precinct 7 of Kimble County, Texas, for miscellaneous storage of equipment, for other matters related to voting, and for no other use or purpose without Landlord's written consent.
- B. Tenant shall be solely responsible for complying with all local, state and federal laws and regulations related to its business and use of the Leased Premises.
- C. Tenant shall throughout the term of this Lease Agreement, at its own expense, maintain the Leased Premises and all improvements thereon and keep them free from waste, damage or nuisance, and shall deliver up the Premises in broom-clean condition at the expiration or termination of this Lease Agreement or the termination of Tenant's right to occupy the Leased Premises by Tenant, in good repair and condition, reasonable wear and tear excepted.
- D. Landlord and Tenant agree that Tenant shall be allowed to construct a building, parking lot, and fence around the Leased Premises to be used for the purpose of providing a space for Kimble County Residents to vote in elections throughout the year on the Leased Premises. Landlord and Tenant agree that Tenant shall have the right to remove any of the improved or constructed property at any time before or after termination of this Lease Agreement.

7. REPAIRS.

All repairs, alterations or additions that affect the Leased Premises' structural components or major mechanical, electrical or plumbing systems shall be made by Tenant or its contractors only. Unless otherwise provided herein, Landlord shall not be required to make any improvements to or repairs of any kind or character to the Leased Premises during the term. Tenant shall be responsible, at its own cost and expense, for all repair or replacement of any damage to the Leased Premises, together with any damage to the Leased Premises or any part thereof caused by Tenant or any of Tenant's agents or invitees.

8. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign this Lease Agreement or sublease all or any part of the Leased Premises without prior written consent of Landlord.

9. FIRST RIGHT OF REFUSAL.

Landlord agrees, should Landlord decide to sell the Leased Premises, that Landlord shall notify Tenant in writing of the intent to sell and give Tenant the first right of refusal on purchasing the Leased Premises for fair market value. Landlord shall hold this first right of refusal on behalf of Tenant for 35 days after delivery of the written notice from Landlord to Tenant of the intent to sell.

10. INDEMNIFICATION AND INSURANCE.

Tenant shall defend, indemnify and hold harmless Landlord, its agents, employees, officers, directors, partners and shareholders ("Landlord's Related Parties") from and against any and all liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of the use, occupancy, conduct, operation, or management of the Leased Premises by, or the misconduct or negligence of, Tenant, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about the Leased Premises or arising from any breach or default under this Lease Agreement by Tenant, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Leased Premises, except to the extent caused by the negligence or misconduct of Landlord. This indemnification shall survive termination or expiration of this Lease Agreement.

Tenant shall, at its sole cost and expense, maintain during the term of the Lease Agreement all such policies of insurance as Landlord may reasonably require, including, without limitation, comprehensive general liability insurance for bodily injury and property damage (including coverage extensions for personal injury, premises/operations, independent contractors, and broad form contractual liability) in amounts of not less than a limit of One Million and 00/100 Dollars (\$1,000,000) per occurrence, and shall include Landlord as additional insured as their interest may appear; as well as property insurance with respect to Tenant's property and all leasehold improvements and alterations, to be written on an "all risks" basis for full replacement cost; and comprehensive catastrophe liability insurance for the Leased Premises.

11. DEFAULT AND REMEDIES.

Upon occurrence of any default by Tenant under this Lease Agreement, and (i) if the default is a payment default and not cured within five days after written notice from Landlord of such default or if a default under any other provision of this Lease Agreement and is not cured within thirty days after written notice from Landlord of such default, then Landlord may terminate this Lease Agreement, and Landlord may forthwith repossess the Leased Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, (ii) the cost of removing and storing Tenant's or any other occupant's property, (iii) the unpaid rent and any other sums accrued hereunder at the date of termination, (iv) a sum equal to the amount, if any, by which the present value of the total Rent and other benefits which would

have accrued to Landlord under this Lease Agreement for the remainder of the term of the Lease Agreement. Upon default, Landlord may terminate Tenant's right of occupancy of the Leased Premises and reenter and repossess the Leased Premises by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without becoming liable for damages or guilty of trespass to Tenant. Finally, upon default by Tenant, Landlord may retain and apply the security deposit to any amounts due and owing by Tenant.

Any provisions of this Lease Agreement to the contrary notwithstanding, Tenant hereby agrees that no personal, partnership or corporate liability of any kind or character (including, without limitation, the payment of any judgment) whatsoever now attaches or at any time hereafter under any condition shall attach to Landlord for payment of any amounts payable under this Lease Agreement or for the performance of any obligation under this Lease Agreement. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to terminate this Lease Agreement subject to Tenant paying any rent due through the termination of its occupation of the Leased Premises. In no event shall Landlord be liable to the Tenant, for any indirect, special, consequential or punitive damages.

12. NOTICES.

Any notice, request, demand or consent required or permitted to be given under this Lease Agreement shall be in writing and shall be effective when transmitted and confirmation of receipt is obtained for facsimile transmissions; when delivered personally; one (1) business day after sent by recognized overnight courier; and five (5) calendar days after sent by mail, first class, postage prepaid; in each case to the following address or telephone number, as applicable:

If to Tenant to: Kimble County
 501 Main Street
 Junction, Texas 76849
 Attention: Kimble County Judge

If to Landlord to: June Ackel
 15380 Ranch Road
 Harper, Texas 78631

or at such other address as either party shall specify by notice to the other.

13. GOVERNING LAW AND VENUE.

This Lease Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law. Any action brought under or related to this Lease Agreement shall be brought in the appropriate court located in Kimble County, Texas.

14. COMPLIANCE.

Tenant agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the Tenant and Leased Premises subject matter of this Lease Agreement.

15. ENTIRE AGREEMENT.

This Lease Agreement, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease Agreement.

TENANT: Kimble County Texas
By: [Signature]
Title: County Judge

LANDLORD: [Signature]

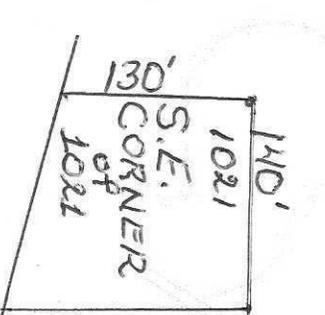


Property Information (1021)

Owner Name: ACKEL JUNE ANTOINETTE
Doing Business As: Null
Property Identification Number: 1021
Geo Identification Number: 0500-0615-003000
Legal Description: A0500 S A & M G R R CO SVY #615 TRACT C ACRES 7.2
State Code: D1
Address:
 Taxing Jurisdictions: GKM, HOS, KGW, SHA, CAD
Appraised Value: \$380.00
Neighborhood: HARPER AREA
Abstract Code: A0500

Property Detail (<http://propaccess.jrncenturion.com/property/Full.html?oid=79&p=1021>)

Exhibit A



RR479

18,200 SQ FT
0.417 ACRE

PRIVATE RD.

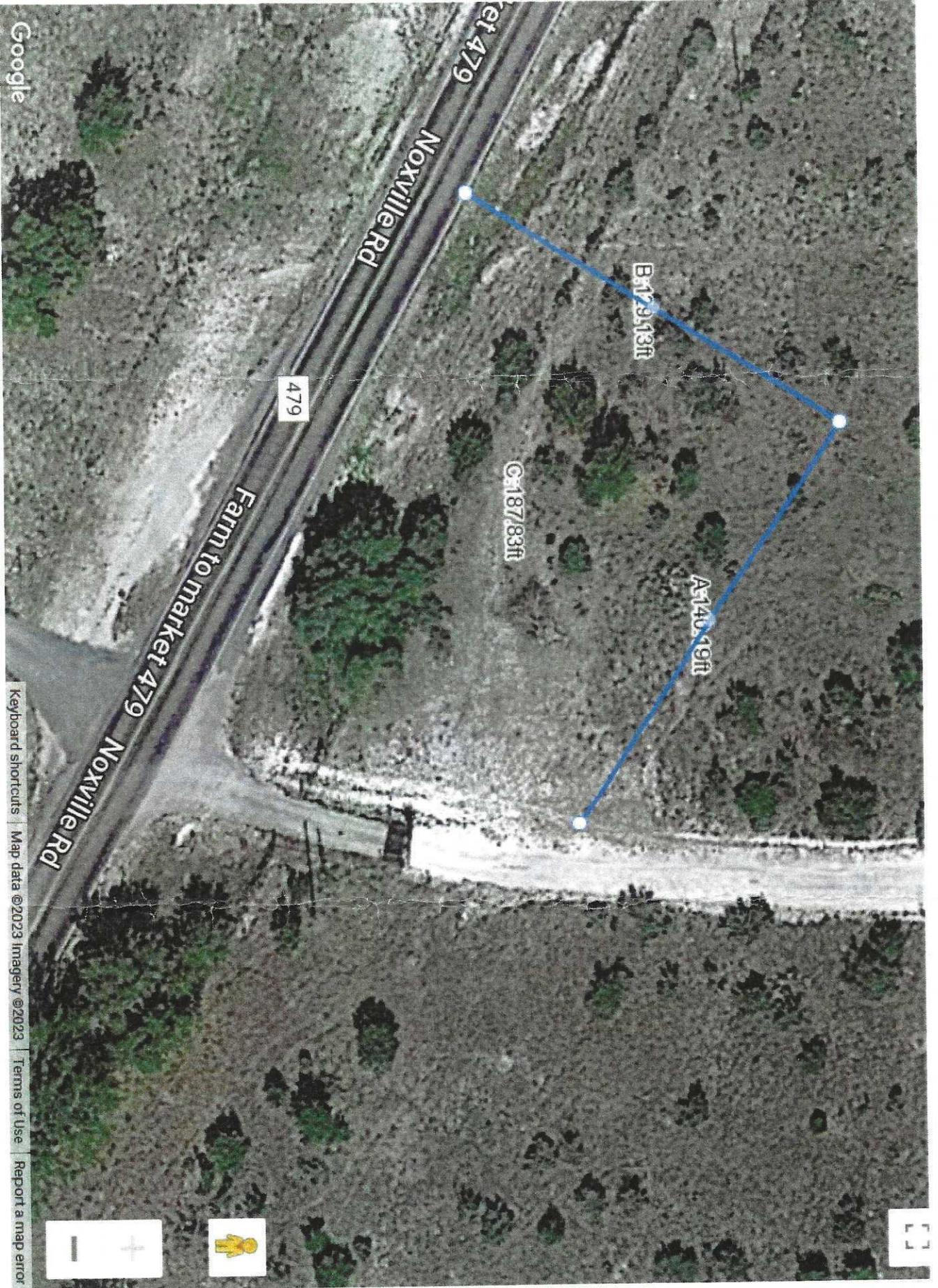
ATILLA
9635

15848
XRR479

15455
XRR479



Exhibit B



KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

Aggregate Hauling from Source to Work Site

June 14, 2023

Kimble County, Texas

Request for Quotation

The Kimble County Commissioners Court is requesting individual quotations for the hauling or transport aggregate materials from Source to designated Project Work Site. Sealed quotations will be received by the Kimble County Judge's Office at 501 Main Street, Junction, TX 76849 ATT: Hal Rose, Kimble County Judge, for the purpose of evaluating costs and of the said materials.

Upon completion of the evaluation by the selection committee an order may be placed. **Sealed bids will be received until 2:00 P.M. Central Standard Time Wednesday, July 5, 2023.**

KIMBLE COUNTY RIGHTS

The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting quotations at any time prior to the quotations due date. The County by this RFQ does not promise to accept the lowest cost or any other quotations and specifically reserves the right to reject any or all quotations, to waive any formal quotations requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any quotations, to modify RFQ contents, to obtain new quotations, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The County hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit quotations in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The County reserves the right to accept or reject any and all quotations that are in the best interest of the County. All questions and inquiries will be addressed to:

KC Commissioner's Court:

Kenneth Hoffman, Commissioner, Precinct #4
501 Main Street
Junction, TX 76849

Email: hoffmanservices@hotmail.com

Phone: (830) 928-3531

Fax: (325) 446-2986

The Hauling of Aggregate Materials on a Contract Basis for Kimble County

1.0 INTENT

It is the intent of this Request for Quotation to secure the Hauling or Transport of aggregate materials by qualified, licensed, and available Contractors to be hired by the KIMBLE COUNTY COMMISSIONER'S COURT Department for a FEMA project.

The KIMBLE COUNTY COMMISSIONER'S COURT Department is responsible for maintaining approximately 350 miles of roads. The County wishes to enter into a contract with a bidder who can pick up and distribute caliche and other road building materials on whatever County road the Road Department is working on:

- 1) Provide a minimum of one (1) semi-trucks with belly dump trailers having at least a twenty (20) cubic yard capacity. If available, a minimum of two bobtail trucks to haul basecourse and chip seal aggregate.
- 2) All trucks furnished must be properly licensed and meet all Federal and State requirements as they may pertain to the work requested.
- 3) All operators/drivers of the trucks must be duly and properly licensed to operate said vehicles in the State of Texas.
- 4) All trucks furnished must have operating odometers properly calibrated to tenth of a mile.
- 5) The mileage for each project shall be determined by a number of factors, including the material to be hauled, the distance to the mine which is currently producing the specified material and the distance to the construction site. Consequently, the rates will be established by these 3 factors and pre-approved by the Precinct Commissioner requesting the work to be performed.
- 6) Each bidder shall indicate the charge to haul chip seal aggregate with a per hour rate for bobtail trucks having a twelve (12) to fourteen (14) yard capacity.
- 7) Kimble County shall only pay for trucks that are actually used for the delivery/disbursement of caliche and other road building materials, whether they are made available or not.
- 8) Each bidder shall be considered an independent contractor and not an employee of the Kimble County Road Department. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Road Superintendent.
- 9) While operating equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, the proper motor vehicle operator's licenses, as required by the laws of Texas. Equipment used for hauling shall be in good condition with necessary drivers or operators, who will operate and maintain equipment in first-class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the bidder at the bidder's expense during the life of the contract.
- 10) The Bidder shall agree that Kimble County will have the right to inspect any piece of equipment, at the time of use. In the event that equipment to be used is found to be in unsatisfactory condition, the County shall have the privilege of either

permitting the bidder sufficient time for placing said equipment in satisfactory condition or canceling the agreement at any time as to any piece of equipment not covered thereby.

QUESTIONS

Questions regarding the specifications stated within the bid should be directed to Kenneth Hoffman, KC Commissioner of Precinct 4 at hoffmanservices@hotmail.com . Questions regarding the bidding process should be also directed to Commissioner Hoffman. We strongly suggest that you email all your questions; all questions will be answered by email.

DOCUMENTATION REQUIREMENTS

KC COMMISSIONER'S COURT projects require the following for the acquisition of Road Base Materials. Absence of this documentation will result in a non-payment situation. The documentation must be accurate, legible, and filed in a timely manner, usually within 5 working days.

- Scale ticket – to reflect the tonnage/quantity of materials
- In addition to Weight information, the material can also be measured in yards according to vehicle capacity
- Statement of material type and quality
- Source of material
- Date, time, and location of material source
- Date, time, and location of material delivery
- Signature of party accepting the material as delivered with date, time, and location
- Company invoice on letterhead, including the tickets and supporting information

INSURANCE

The vendor shall furnish Kimble County with protective liability insurance naming the County of Kimble as an additional insured in the following amounts, at a minimum:

- 1) For claims made by Kimble County against the vendor for damage to the County's property or for bodily injury or death to County employees, a minimum amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 2) For claims against Kimble County by third parties in the amount of \$100,000 for damage to or destruction of property arising out of each occurrence, the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under Texas's Tort Claims Act, and the amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 3) Liability insurance of not less than \$500,000 for each occurrence with an aggregate of \$1,000,000 for the term of the policy with respect to property damage.

The vendor will be required to furnish evidence that the drivers, employed by the vendor to operate equipment included in the contract, will be covered by insurance, as required in the Texas Worker's Compensation Act. The vendor will be required to submit a copy of the Certificate of Insurance, which will become part of the contract.

All required insurance shall be in effect during the term of the contract. If the vendor is an "owner - operator", the County of Kimble and/or the Texas Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract.

FUEL SURCHARGE

Kimble County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$5.01 a gallon; everything over \$5.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at www.eia.doe.gov. See Bid Form 3 to this Invitation to Bid for the surcharge amounts.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. A potential vendor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employee. If the vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

CONTRACT TERM

The duration of the contract resulting from this ITB shall be for one (1) year from the date of award July 1, 2023. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice.

PAYMENTS

The vendor must submit a detailed invoice to the Kimble County Road Department for payment. The invoice shall include the following: total miles (pickup and drop off points), weights for each load, number of loads and the price of fuel. All invoices received by the County shall be paid within thirty (30) days of receipt of the same. The County reserves the right to question, audit and review any invoice.

QUOTATION SHEET

Bidders shall use the attached Quotation Sheet to submit their bid. The Quotation Sheet must be signed by an authorized agent. If additional pages are necessary, then attach them to the Quotation Sheet and sign each one.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid shall be listed on a separate sheet labeled "Exception(s) to Bid Specifications," and shall be attached to the bid quotations. Bidders shall use the attached Quotation Sheet to submit their bid.

COUNTY RESERVATIONS

Kimble County reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County. In addition, Kimble County reserves the right to terminate the contract at any time with a 30-day written notice to the successful bidders.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE ARE ANY PROBLEMS REGARDING THE BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Kimble County Judge
ATT: Hal Rose, County Judge
501 Main Street
Junction, TX 76849

Or hand/courier-delivered to: Kimble County Judge
ATT: Hal Rose, County Judge
501 Main Street
Junction, TX 76849

NOTE: Delivery by hand or courier is highly recommended and encouraged to help ensure bids received prior to the deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

BID FORM 1
QUOTATION SHEET

Cost per ton per mile for hauling of caliche and other materials:

(24-ton trucks)

Hauled by truck and trailer

	Chipseal Aggregate	Crushed Base	Pit Run Caliche
0-3 miles	\$ <u>0.60</u>	\$ <u>0.60</u>	\$ <u>0.60</u>
3.5-6 miles	\$ <u>0.60</u>	\$ <u>0.60</u>	\$ <u>0.60</u>
6.5-9 miles	\$ <u>0.60</u>	\$ <u>0.60</u>	\$ <u>0.60</u>
9.5-12 miles	\$ <u>0.60</u>	\$ <u>0.60</u>	\$ <u>0.60</u>
12.5-15 miles	\$ <u>0.55</u>	\$ <u>0.55</u>	\$ <u>0.55</u>
15.5-18 miles	\$ <u>0.55</u>	\$ <u>0.55</u>	\$ <u>0.55</u>
18.5-21 miles	\$ <u>0.50</u>	\$ <u>0.50</u>	\$ <u>0.50</u>
21.5 and over	\$ <u>0.45</u>	\$ <u>0.45</u>	\$ <u>0.45</u>

Hauled by
 Bobtail:

Chipseal Aggregate (13-ton trucks)

\$ 175 per hour

Note: The vendor will make available at least one (1) truck to the County.

BID FORM 2

Company Submitting Bid: ALLEN KELLER COMPANY

Address: 1122 S. Hwy 16, FB6 TX 78624

Telephone: 210 861 1456 Fax: —

Email: sschaefer@allenkellerco.com

Company Contact/Designee: STEVE Schaefer

Title: VP Haul / A 66

Signature:  Date: 6-29-27

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document?

yes

2. Indicate any limitations or potential conflicts to your ability to perform on the hauling of materials represented?

TRUCK AVAILABILITY

3. Indicate if you and your company are also responding to the Kimble County RFQs for Materials and Equipment.

yes

4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business?

no

Date 6-29-27

Company Allen Keller

By: Steve Schaefer
(Name)

V P AGG/HAL
(Title)

CONTRACT FOR HAULING ROAD MATERIALS FOR KIMBLE COUNTY COMMISSIONER'S COURT

THIS AGREEMENT is made and entered into by and between KIMBLE COUNTY (hereinafter, "County") and _____ (hereinafter, "CONTRACTOR"), on this the 1st day of July, 2023.

WHEREAS, County issued its invitation to bid in 2021 for the hauling of road materials pursuant to the provisions of the Texas Procurement Code;

AND WHEREAS, County is authorized to enter into this agreement for three additional years as provided in the original request for quotations and upon mutual consent of the parties to the contract.

AND WHEREAS, "CONTRACTOR" shall be entitled to an increase/decrease in diesel fuel prices pursuant to the fuel surcharge sheet which is attached hereto as Exhibit "A".

AND WHEREAS, both County and "CONTRACTOR" have agreed to the prices as set forth in the "Hauling of Road Materials" Quotation Sheet attached hereto as Exhibit "B".

NOW THEREFORE, for good and valuable consideration consisting of the mutual promises and agreements contained herein, the payment of one-dollar (\$1.00), the parties contract and agree as follows:

1. The term of this agreement shall be one year from the date first written above.

This contract may be renewed annually upon written consent of the parties, but in no event may this contract be extended beyond three (3) additional years from this current contract. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed three (3) years, including all extensions and renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. This procurement will result in a single source award.

2. "CONTRACTOR" has agreed to haul Chipseal Aggregate, Crushed Base, and Pit Run Caliche, per the attached Quotation Sheet signed and dated _____ by _____.

3. The parties have agreed in regard to any hauls in excess of 50.0 miles, the price paid by the County will be _____ cents per ton per mile.

4. Bobtail trucks for hauling will be \$ _____ per hour.

5. "CONTRACTOR" agrees that it shall provide trucks at the discretion of the County Road Superintendent. The County reserves the exclusive right to utilize its own equipment and drivers at the discretion of the Road Superintendent throughout the duration of the contract.

6. Pursuant to §13-1-171 the parties agree that "CONTRACTOR" maybe entitles to price escalations or revisions of the stated contract prices by making a written request for such revisions with reference to Contract by name.

7. The parties have agreed to implement a fuel surcharge schedule as reflected on Exhibit "A". Any revision of the contract price shall compensate "CONTRACTOR" for actual cost increases of fuel as set forth on the fuel surcharge sheet.

8. Proposed new prices must be stated with a firm date of expiration.

9. "CONTRACTOR", at all times material to this agreement shall be constructed to be an independent contractor and not an employee of Kimble County Road Department. "CONTRACTOR" shall however follow directions as to the time and place of performance of this agreement, and shall further comply with such rules and regulations as may be required of the County. "CONTRACTOR" will ensure that operators of its trucks will secure and have in their possession at all times, when operating any equipment for the County, proper motor vehicle

operator licenses as required by the laws of the State of Texas. All trucks shall be in good conditions and shall be operated and maintained according to Department Transportation specifications.

10. "CONTRACTOR" agrees that County shall have the right to inspect any piece of equipment at the time of use. In the event that any truck or other equipment to be used is found to be an unsatisfactory condition, the County shall have the privilege of either permitting the contractor sufficient time for placing said equipment in satisfactory conditions, or cancelling the agreement at any time as to any piece of equipment covered thereby.

11. "CONTRACTOR" shall furnish County with insurance naming the County of Kimble as the named insured in the following minimum amounts. For claims against Kimble County by third parties in the amount of \$100,000.00 for damage or destruction of property arising out of each occurrence for all damage other than property damage as permitted under Texas's Tort Claims Act, and the amount of claims arising out of each occurrence; and, liability insurance of not less than \$300,000.00 for each occurrence with an aggregate of \$500,000.00 for the term of the policy with respect to property damage. "CONTRACTOR" will be required to furnish evidence that the drivers employed by the "CONTRACTOR" to operate equipment included in the Contract will be covered by insurance as required in the Texas Worker's Compensation Act. "CONTRACTOR" will be required to submit a copy of the certificate of insurance which will become part of the Contract. All required insurance shall be ineffect during the term of the Contract. The "CONTRACTOR" is an owner-operator, the County of Kimble assumed no responsibility (financial or otherwise) for any injuries sustained by the owner-operator or his/her employees during the performance of the Contract.

12. "CONTRACTOR" agrees to submit statements to Kimble County Treasurer's Office for payment. The County issues Accounts Payable Checks weekly.

13. "CONTRACTOR" will provide payroll records to the Texas Department of Labor in compliance with the State Labor Laws.

14. In the event "CONTRACTOR" fails or refuses to perform under this agreement, County may seek any remedy allowed in law or equity to compel performance of the agreement or to recover damages for the breach of this agreement. In the event County files suit to enforce any portion of this agreement in a Court of law, County shall be entitled to recover its reasonable attorney's fees.

DATED THIS 12th DAY OF JULY, 2023.

CONTRACTOR

COUNTY OF KIMBLE

The Honorable Hal Rose, County Judge

KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

**Aggregate Materials, Concrete, Asphalt, and Emulsified
Asphalt**

June 14, 2023

Kimble County, Texas

Request for Quotation

The Kimble County Commissioners Court is requesting individual quotations for aggregate materials, concrete, asphalt, and emulsified asphalt. Sealed quotations will be received by the Kimble County Judge's Office at 501 Main Street, Junction, TX 76849 ATT: Hal Rose, Kimble County Judge, for the purpose of evaluating costs and of the said materials.

Upon completion of the evaluation by the selection committee an order may be placed. **Sealed bids will be received until 2:00 P.M. Central Standard Time Wednesday, July 5, 2023.**

KIMBLE COUNTY RIGHTS

The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting quotations at any time prior to the proposal due date. The County by this RFQ does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all quotations, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFQ contents, to obtain new quotations, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The County hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit quotations in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The County reserves the right to accept or reject any and all quotations that are in the best interest of the County. All questions and inquiries will be addressed to:

KC Commissioner's Court:

Kenneth Hoffman, Commissioner, Precinct #4
501 Main Street
Junction, TX 76849

Email: hoffmanservices@hotmail.com
Phone: (830) 928-3531
Fax: (325) 446-2986

Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt Specifications

1.0 INTENT

It is the intent of this specification to provide for the purchase of aggregate materials, concrete, asphalt, emulsified asphalt, and re-bar to be used by the KIMBLE COUNTY COMMISSIONER'S COURT.

The KIMBLE COUNTY COMMISSIONER'S COURT has evaluated different types of aggregate materials, concrete, asphalt, and emulsified asphalt and has determined that this published specification is best suited for the KC COMMISSIONER'S COURT needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed Kimble County Standard Specifications for the Construction of Public Utilities or the TXDOT Standard Specifications for Road and Bridge Construction.

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFQ will be awarded individually primarily based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. KC COMMISSIONER'S COURT also reserves the right to reject any or all quotations or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, KC COMMISSIONER'S COURT will purchase said materials from the next lowest submitter that has availability.

2.0 EQUIVALENT PRODUCT

Quotations will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the KC COMMISSIONER'S COURT. A specification sheet of each product is to be submitted with quotation.

3.0 INTERPRETATIONS

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the KC COMMISSIONER'S COURT may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specification herein states the minimum requirements of the KC COMMISSIONER'S COURT. All quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The KC COMMISSIONER'S COURT will consider as irregular or non-responsive any and all quotations that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the KC COMMISSIONER'S COURT to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

5.0 DOCUMENTATION REQUIREMENTS

KC COMMISSIONER'S COURT projects require the following for the acquisition of Road Base Materials. Absence of this documentation will result in a non-payment situation. The documentation must be accurate, legible, and filed in a timely manner, usually within 5 working days.

- Scale ticket – to reflect the tonnage/quantity of materials
- In addition to Weight information, the material can also be measured in yards according to vehicle capacity
- Statement of material type and quality
- Source of material
- Date, time, and location of material source
- Company invoice on letterhead, including the tickets and supporting information

Aggregate Materials

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed Limestone Base*	TONS	\$ 11.55 / TON	N/A
Exceptions, Deviations, Minimum Orders: TONNAGE ^{AVAILABILITY} NOT GUARANTEED. WE HAVE 4,500 TONS TODAY BUT SOLD ON 1ST COME BASIS.			

* Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Pit-Run Caliche*	N/A	N/A	N/A
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	N/A	N/A	N/A
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Emulsified Asphalt*	N/A	N/A	N/A

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Concrete and Concrete Materials

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
4,000 PSI Concrete*	N/A	N/A	N/A

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
5,000 PSI Concrete*	N/A	N/A	N/A

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	N/A	N/A	N/A

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

QUESTIONS TO BE COMPLETED

- 1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document? *Yes*

- 2. Indicate any limitations or potential conflicts to your ability to perform on the quantities and types of materials offered? *BASE MATERIAL*

- 3. Indicate if you and your company are also responding to the Kimble County RFQs for Hauling and Equipment. *AVAILABILITY BASED ON INVENTORY & SALES*

- 4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business? *YES*

- 4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business? *NO*

Date 6/29/23

Company ALLEN KELLEN COMPANIES

By: STEVE Schaefer
(Name)

VP AGG / HAUL
(Title)



Exception to Bid Specifications

Dear Hal Rose,

Armour Excavating LLC is a locally owned, Kerrville, TX based company. We pride ourselves on having one of the most diverse and well-maintained trucking fleets operated by highly experienced drivers. Our fleet includes semi-trucks with belly and end dump trailers as well as dump trucks of varying sizes. All our trucks are equipped with Motive GPS devices so that we know the real-time location and performance of each truck. We also invoice quickly and accurately using the Jobber software system.

We have competitive pricing, but we are not the lowest cost solution given our value of well maintained, safe trucks that can deliver a reliable service. If Kimble County provides details of the duration and utilization for the truck, then we can refine our pricing.

Please see the following quote for pricing per hour.

- Semi-Truck with Belly Dump (22.5 Ton) \$160
- Semi-Truck with End Dump (22.5 Ton) \$160
- Quad Axle Dump Truck (18 Ton) \$150
- Tandem Dump Truck (12.5 Ton) \$145

Thank you,

Stephen Day
Armour Excavating LLC
Owner

BID FORM 2

Company Submitting Bid: Armour Excavating LLC

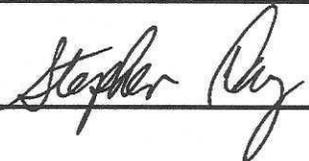
Address: 2700 Via Fortuna Ste 140, Austin, TX 78746

Telephone: 830-285-1820 **Fax:** N/A

Email: info@armourexexcavating.com

Company Contact/Designee: Stephen Day

Title: Owner

Signature:  **Date:** 6-30-23

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document?

No.

2. Indicate any limitations or potential conflicts to your ability to perform on the hauling of materials represented?

N/A

3. Indicate if you and your company are also responding to the Kimble County RFQs for Materials and Equipment.

No

4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business?

No

Date 6-30-23

Company Armour Excavating LLC

By: Stephen Day
(Name)

Owner
(Title)

BID FORM 1
QUOTATION SHEET

Please see attached
Exception to Bid
Specifications.

Cost per ton per mile for hauling of caliche and other materials:

Hauled by truck and trailer

	Chipseal Aggregate	Crushed Base	Pit Run Caliche
0-3 miles	\$ _____	\$ _____	\$ _____
3.5-6 miles	\$ _____	\$ _____	\$ _____
6.5-9 miles	\$ _____	\$ _____	\$ _____
9.5-12 miles	\$ _____	\$ _____	\$ _____
12.5-15 miles	\$ _____	\$ _____	\$ _____
15.5-18 miles	\$ _____	\$ _____	\$ _____
18.5-21 miles	\$ _____	\$ _____	\$ _____
21.5 and over	\$ _____	\$ _____	\$ _____

Hauled by Chipseal Aggregate
Bobtail:
\$ 145 per hour

Note: The vendor will make available at least one (1) truck to the County.

KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

Aggregate Hauling from Source to Work Site

June 14, 2023

Kimble County, Texas

Request for Quotation

The Kimble County Commissioners Court is requesting individual quotations for the hauling or transport aggregate materials from Source to designated Project Work Site. Sealed quotations will be received by the Kimble County Judge's Office at 501 Main Street, Junction, TX 76849 ATT: Hal Rose, Kimble County Judge, for the purpose of evaluating costs and of the said materials.

Upon completion of the evaluation by the selection committee an order may be placed. **Sealed bids will be received until 2:00 P.M. Central Standard Time Wednesday, July 5, 2023.**

KIMBLE COUNTY RIGHTS

The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting quotations at any time prior to the quotations due date. The County by this RFQ does not promise to accept the lowest cost or any other quotations and specifically reserves the right to reject any or all quotations, to waive any formal quotations requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any quotations, to modify RFQ contents, to obtain new quotations, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The County hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit quotations in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The County reserves the right to accept or reject any and all quotations that are in the best interest of the County. All questions and inquiries will be addressed to:

KC Commissioner's Court:

Kenneth Hoffman, Commissioner, Precinct #4
501 Main Street
Junction, TX 76849

Email: hoffmanservices@hotmail.com

Phone: (830) 928-3531

Fax: (325) 446-2986

The Hauling of Aggregate Materials on a Contract Basis for Kimble County

1.0 INTENT

It is the intent of this Request for Quotation to secure the Hauling or Transport of aggregate materials by qualified, licensed, and available Contractors to be hired by the KIMBLE COUNTY COMMISSIONER'S COURT Department for a FEMA project.

The KIMBLE COUNTY COMMISSIONER'S COURT Department is responsible for maintaining approximately 350 miles of roads. The County wishes to enter into a contract with a bidder who can pick up and distribute caliche and other road building materials on whatever County road the Road Department is working on:

- 1) Provide a minimum of one (1) semi-trucks with belly dump trailers having at least a twenty (20) cubic yard capacity. If available, a minimum of two bobtail trucks to haul basecourse and chip seal aggregate.
- 2) All trucks furnished must be properly licensed and meet all Federal and State requirements as they may pertain to the work requested.
- 3) All operators/drivers of the trucks must be duly and properly licensed to operate said vehicles in the State of Texas.
- 4) All trucks furnished must have operating odometers properly calibrated to tenth of a mile.
- 5) The mileage for each project shall be determined by a number of factors, including the material to be hauled, the distance to the mine which is currently producing the specified material and the distance to the construction site. Consequently, the rates will be established by these 3 factors and pre-approved by the Precinct Commissioner requesting the work to be performed.
- 6) Each bidder shall indicate the charge to haul chip seal aggregate with a per hour rate for bobtail trucks having a twelve (12) to fourteen (14) yard capacity.
- 7) Kimble County shall only pay for trucks that are actually used for the delivery/disbursement of caliche and other road building materials, whether they are made available or not.
- 8) Each bidder shall be considered an independent contractor and not an employee of the Kimble County Road Department. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Road Superintendent.
- 9) While operating equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, the proper motor vehicle operator's licenses, as required by the laws of Texas. Equipment used for hauling shall be in good condition with necessary drivers or operators, who will operate and maintain equipment in first-class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the bidder at the bidder's expense during the life of the contract.
- 10) The Bidder shall agree that Kimble County will have the right to inspect any piece of equipment, at the time of use. In the event that equipment to be used is found to be in unsatisfactory condition, the County shall have the privilege of either

permitting the bidder sufficient time for placing said equipment in satisfactory condition or canceling the agreement at any time as to any piece of equipment not covered thereby.

QUESTIONS

Questions regarding the specifications stated within the bid should be directed to Kenneth Hoffman, KC Commissioner of Precinct 4 at hoffmanservices@hotmail.com . Questions regarding the bidding process should be also directed to Commissioner Hoffman. We strongly suggest that you email all your questions; all questions will be answered by email.

DOCUMENTATION REQUIREMENTS

KC COMMISSIONER'S COURT projects require the following for the acquisition of Road Base Materials. Absence of this documentation will result in a non-payment situation. The documentation must be accurate, legible, and filed in a timely manner, usually within 5 working days.

- Scale ticket – to reflect the tonnage/quantity of materials
- In addition to Weight information, the material can also be measured in yards according to vehicle capacity
- Statement of material type and quality
- Source of material
- Date, time, and location of material source
- Date, time, and location of material delivery
- Signature of party accepting the material as delivered with date, time, and location
- Company invoice on letterhead, including the tickets and supporting information

INSURANCE

The vendor shall furnish Kimble County with protective liability insurance naming the County of Kimble as an additional insured in the following amounts, at a minimum:

- 1) For claims made by Kimble County against the vendor for damage to the County's property or for bodily injury or death to County employees, a minimum amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 2) For claims against Kimble County by third parties in the amount of \$100,000 for damage to or destruction of property arising out of each occurrence, the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under Texas's Tort Claims Act, and the amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 3) Liability insurance of not less than \$500,000 for each occurrence with an aggregate of \$1,000,000 for the term of the policy with respect to property damage.

The vendor will be required to furnish evidence that the drivers, employed by the vendor to operate equipment included in the contract, will be covered by insurance, as required in the Texas Worker's Compensation Act. The vendor will be required to submit a copy of the Certificate of Insurance, which will become part of the contract.

All required insurance shall be in effect during the term of the contract. If the vendor is an "owner - operator", the County of Kimble and/or the Texas Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract.

FUEL SURCHARGE

Kimble County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$5.01 a gallon; everything over \$5.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at www.eia.doe.gov. See Bid Form 3 to this Invitation to Bid for the surcharge amounts.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. A potential vendor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employee. If the vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

CONTRACT TERM

The duration of the contract resulting from this ITB shall be for one (1) year from the date of award July 1, 2023. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice.

PAYMENTS

The vendor must submit a detailed invoice to the Kimble County Road Department for payment. The invoice shall include the following: total miles (pickup and drop off points), weights for each load, number of loads and the price of fuel. All invoices received by the County shall be paid within thirty (30) days of receipt of the same. The County reserves the right to question, audit and review any invoice.

QUOTATION SHEET

Bidders shall use the attached Quotation Sheet to submit their bid. The Quotation Sheet must be signed by an authorized agent. If additional pages are necessary, then attach them to the Quotation Sheet and sign each one.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid shall be listed on a separate sheet labeled "Exception(s) to Bid Specifications," and shall be attached to the bid quotations. Bidders shall use the attached Quotation Sheet to submit their bid.

COUNTY RESERVATIONS

Kimble County reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County. In addition, Kimble County reserves the right to terminate the contract at any time with a 30-day written notice to the successful bidders.

BID FORM 1
QUOTATION SHEET

Cost per ton per mile for hauling of caliche and other materials:

Hauled by truck and trailer

	Chipseal Aggregate	Crushed Base	Pit Run Caliche
0-3 miles	\$ _____	\$ _____	\$ _____
3.5-6 miles	\$ _____	\$ _____	\$ _____
6.5-9 miles	\$ _____	\$ _____	\$ _____
9.5-12 miles	\$ _____	\$ _____	\$ _____
12.5-15 miles	\$ _____	\$ _____	\$ _____
15.5-18 miles	\$ _____	\$ _____	\$ _____
18.5-21 miles	\$ _____	\$ _____	\$ _____
21.5 and over	\$ _____	\$ _____	\$ _____

Hauled by Chipseal Aggregate
 Bobtail:

\$ 95 per hour
Belly Dump # 125

Note: The vendor will make available at least one (1) truck to the County.

BID FORM 2

Company Submitting Bid: GIPSON CONSTRUCTION

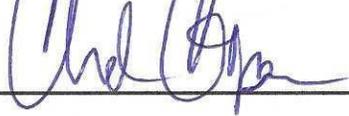
Address: PO Box 191

Telephone: 210 416-7820 Fax: _____

Email: gipsonconstruction@verizon.net

Company Contact/Designee: Chad Gipson

Title: President/owner

Signature:  Date: 7/2/23

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document?

Yes

2. Indicate any limitations or potential conflicts to your ability to perform on the hauling of materials represented?

No

3. Indicate if you and your company are also responding to the Kimble County RFQs for Materials and Equipment.

Yes

4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business?

No

Date 7/2/23

Company GIPSON CONSTRUCTION

By: Chad Gipson
(Name)

PRESIDENT OWNER
(Title)

CONTRACT FOR HAULING ROAD MATERIALS FOR KIMBLE COUNTY COMMISSIONER'S COURT

THIS AGREEMENT is made and entered into by and between KIMBLE COUNTY (hereinafter, "County") and _____ (hereinafter, "CONTRACTOR"), on this the 1st day of July, 2023.

WHEREAS, County issued its invitation to bid in 2021 for the hauling of road materials pursuant to the provisions of the Texas Procurement Code;

AND WHEREAS, County is authorized to enter into this agreement for three additional years as provided in the original request for quotations and upon mutual consent of the parties to the contract.

AND WHEREAS, "CONTRACTOR" shall be entitled to an increase/decrease in diesel fuel prices pursuant to the fuel surcharge sheet which is attached hereto as Exhibit "A".

AND WHEREAS, both County and "CONTRACTOR" have agreed to the prices as set forth in the "Hauling of Road Materials" Quotation Sheet attached hereto as Exhibit "B".

NOW THEREFORE, for good and valuable consideration consisting of the mutual promises and agreements contained herein, the payment of one-dollar (\$1.00), the parties contract and agree as follows:

1. The term of this agreement shall be one year from the date first written above.

This contract may be renewed annually upon written consent of the parties, but in no event may this contract be extended beyond three (3) additional years from this current contract. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed three (3) years, including all extensions and renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. This procurement will result in a single source award.

2. "CONTRACTOR" has agreed to haul Chipseal Aggregate, Crushed Base, and Pit Run Caliche, per the attached Quotation Sheet signed and dated 7/2/23 by _____.

3. The parties have agreed in regard to any hauls in excess of 50.0 miles, the price paid by the County will be _____ cents per ton per mile.

4. Bobtail trucks for hauling will be \$ 95 per hour.
Belly Dump # 125 per hour

5. "CONTRACTOR" agrees that it shall provide trucks at the discretion of the County Road Superintendent. The County reserves the exclusive right to utilize its own equipment and drivers at the discretion of the Road Superintendent throughout the duration of the contract.

6. Pursuant to §13-1-171 the parties agree that "CONTRACTOR" maybe entitles to price escalations or revisions of the stated contract prices by making a written request for such revisions with reference to Contract by name.

7. The parties have agreed to implement a fuel surcharge schedule as reflected on Exhibit "A". Any revision of the contract price shall compensate "CONTRACTOR" for actual cost increases of fuel as set forth on the fuel surcharge sheet.

8. Proposed new prices must be stated with a firm date of expiration.

9. "CONTRACTOR", at all times material to this agreement shall be constructed to be an independent contractor and not an employee of Kimble County Road Department. "CONTRACTOR" shall however follow directions as to the time and place of performance of this agreement, and shall further comply with such rules and regulations as may be required of the County. "CONTRACTOR" will ensure that operators of its trucks will secure and have in their possession at all times, when operating any equipment for the County, proper motor vehicle

operator licenses as required by the laws of the State of Texas. All trucks shall be in good conditions and shall be operated and maintained according to Department Transportation specifications.

10. "CONTRACTOR" agrees that County shall have the right to inspect any piece of equipment at the time of use. In the event that any truck or other equipment to be used is found to be an unsatisfactory condition, the County shall have the privilege of either permitting the contractor sufficient time for placing said equipment in satisfactory conditions, or cancelling the agreement at any time as to any piece of equipment covered thereby.

11. "CONTRACTOR" shall furnish County with insurance naming the County of Kimble as the named insured in the following minimum amounts. For claims against Kimble County by third parties in the amount of \$100,000.00 for damage or destruction of property arising out of each occurrence for all damage other than property damage as permitted under Texas's Tort Claims Act, and the amount of claims arising out of each occurrence; and, liability insurance of not less than \$300,000.00 for each occurrence with an aggregate of \$500,000.00 for the term of the policy with respect to property damage. "CONTRACTOR" will be required to furnish evidence that the drivers employed by the "CONTRACTOR" to operate equipment included in the Contract will be covered by insurance as required in the Texas Worker's Compensation Act. "CONTRACTOR" will be required to submit a copy of the certificate of insurance which will become part of the Contract. All required insurance shall be in effect during the term of the Contract. The "CONTRACTOR" is an owner-operator, the County of Kimble assumed no responsibility (financial or otherwise) for any injuries sustained by the owner-operator or his/her employees during the performance of the Contract.

12. "CONTRACTOR" agrees to submit statements to Kimble County Treasurer's Office for payment. The County issues Accounts Payable Checks weekly.

13. "CONTRACTOR" will provide payroll records to the Texas Department of Labor in compliance with the State Labor Laws.

14. In the event "CONTRACTOR" fails or refuses to perform under this agreement, County may seek any remedy allowed in law or equity to compel performance of the agreement or to recover damages for the breach of this agreement. In the event County files suit to enforce any portion of this agreement in a Court of law, County shall be entitled to recover its reasonable attorney's fees.

DATED THIS 12th DAY OF JULY, 2023.

CONTRACTOR

COUNTY OF KIMBLE

The Honorable Hal Rose, County Judge

KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

**Aggregate Materials, Concrete, Asphalt, and Emulsified
Asphalt**

June 14, 2023

Kimble County, Texas

Request for Quotation

The Kimble County Commissioners Court is requesting individual quotations for aggregate materials, concrete, asphalt, and emulsified asphalt. Sealed quotations will be received by the Kimble County Judge's Office at 501 Main Street, Junction, TX 76849 ATT: Hal Rose, Kimble County Judge, for the purpose of evaluating costs and of the said materials.

Upon completion of the evaluation by the selection committee an order may be placed. **Scaled bids will be received until 2:00 P.M. Central Standard Time Wednesday, July 5, 2023.**

KIMBLE COUNTY RIGHTS

The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting quotations at any time prior to the proposal due date. The County by this RFQ does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all quotations, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFQ contents, to obtain new quotations, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The County hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit quotations in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The County reserves the right to accept or reject any and all quotations that are in the best interest of the County. All questions and inquiries will be addressed to:

KC Commissioner's Court:

Kenneth Hoffman, Commissioner, Precinct #4
501 Main Street
Junction, TX 76849

Email: hoffmanservices@hotmail.com

Phone: (830) 928-3531

Fax: (325) 446-2986

Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt Specifications

1.0 INTENT

It is the intent of this specification to provide for the purchase of aggregate materials, concrete, asphalt, emulsified asphalt, and re-bar to be used by the KIMBLE COUNTY COMMISSIONER'S COURT.

The KIMBLE COUNTY COMMISSIONER'S COURT has evaluated different types of aggregate materials, concrete, asphalt, and emulsified asphalt and has determined that this published specification is best suited for the KC COMMISSIONER'S COURT needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed Kimble County Standard Specifications for the Construction of Public Utilities or the TXDOT Standard Specifications for Road and Bridge Construction.

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFQ will be awarded individually primarily based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. KC COMMISSIONER'S COURT also reserves the right to reject any or all quotations or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, KC COMMISSIONER'S COURT will purchase said materials from the next lowest submitter that has availability.

2.0 EQUIVALENT PRODUCT

Quotations will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the KC COMMISSIONER'S COURT. A specification sheet of each product is to be submitted with quotation.

3.0 INTERPRETATIONS

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the KC COMMISSIONER'S COURT may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specification herein states the minimum requirements of the KC COMMISSIONER'S COURT. All quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The KC COMMISSIONER'S COURT will consider as irregular or non-responsive any and all quotations that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the KC COMMISSIONER'S COURT to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

5.0 DOCUMENTATION REQUIREMENTS

KC COMMISSIONER'S COURT projects require the following for the acquisition of Road Base Materials. Absence of this documentation will result in a non-payment situation. The documentation must be accurate, legible, and filed in a timely manner, usually within 5 working days.

- Scale ticket – to reflect the tonnage/quantity of materials
- In addition to Weight information, the material can also be measured in yards according to vehicle capacity
- Statement of material type and quality
- Source of material
- Date, time, and location of material source
- Company invoice on letterhead, including the tickets and supporting information

Aggregate Materials

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed Limestone Base*	TON	# 9.00 PER TON	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Pit-Run Caliche*	TON	\$ 4.85 PER TON	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Emulsified Asphalt*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Concrete and Concrete Materials

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
4,000 PSI Concrete*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
5,000 PSI Concrete*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document?

Yes

2. Indicate any limitations or potential conflicts to your ability to perform on the quantities and types of materials offered?

No

3. Indicate if you and your company are also responding to the Kimble County RFQs for Hauling and Equipment.

YES

4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business?

No

Date 7/2/23

Company GIPSON CONST.

By: Chad Gipson
(Name)

OWNER
(Title)

KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

**Aggregate Materials, Concrete, Asphalt, and Emulsified
Asphalt**

June 14, 2023

Kimble County, Texas

Request for Quotation

The Kimble County Commissioners Court is requesting individual quotations for aggregate materials, concrete, asphalt, and emulsified asphalt. Sealed quotations will be received by the Kimble County Judge's Office at 501 Main Street, Junction, TX 76849 ATT: Hal Rose, Kimble County Judge, for the purpose of evaluating costs and of the said materials.

Upon completion of the evaluation by the selection committee an order may be placed. Sealed bids will be received until 2:00 P.M. Central Standard Time Wednesday, July 5, 2023.

KIMBLE COUNTY RIGHTS

The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting quotations at any time prior to the proposal due date. The County by this RFQ does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all quotations, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFQ contents, to obtain new quotations, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The County hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit quotations in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The County reserves the right to accept or reject any and all quotations that are in the best interest of the County. All questions and inquiries will be addressed to:

KC Commissioner's Court:

Kenneth Hoffman, Commissioner, Precinct #4
501 Main Street
Junction, TX 76849

Email: hoffmanservices@hotmail.com

Phone: (830) 928-3531

Fax: (325) 446-2986

Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt Specifications

1.0 INTENT

It is the intent of this specification to provide for the purchase of aggregate materials, concrete, asphalt, emulsified asphalt, and re-bar to be used by the KIMBLE COUNTY COMMISSIONER'S COURT.

The KIMBLE COUNTY COMMISSIONER'S COURT has evaluated different types of aggregate materials, concrete, asphalt, and emulsified asphalt and has determined that this published specification is best suited for the KC COMMISSIONER'S COURT needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed Kimble County Standard Specifications for the Construction of Public Utilities or the TXDOT Standard Specifications for Road and Bridge Construction.

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFQ will be awarded individually primarily based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. KC COMMISSIONER'S COURT also reserves the right to reject any or all quotations or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, KC COMMISSIONER'S COURT will purchase said materials from the next lowest submitter that has availability.

2.0 EQUIVALENT PRODUCT

Quotations will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the KC COMMISSIONER'S COURT. A specification sheet of each product is to be submitted with quotation.

3.0 INTERPRETATIONS

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the KC COMMISSIONER'S COURT may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specification herein states the minimum requirements of the KC COMMISSIONER'S COURT. All quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The KC COMMISSIONER'S COURT will consider as irregular or non-responsive any and all quotations that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the KC COMMISSIONER'S COURT to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

5.0 DOCUMENTATION REQUIREMENTS

KC COMMISSIONER'S COURT projects require the following for the acquisition of Road Base Materials. Absence of this documentation will result in a non-payment situation. The documentation must be accurate, legible, and filed in a timely manner, usually within 5 working days.

- Scale ticket – to reflect the tonnage/quantity of materials
- In addition to Weight information, the material can also be measured in yards according to vehicle capacity
- Statement of material type and quality
- Source of material
- Date, time, and location of material source
- Company invoice on letterhead, including the tickets and supporting information

Aggregate Materials

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed Limestone Base*	TONS	\$9.00/TON	
Exceptions, Deviations, Minimum Orders:			

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Pit-Run Caliche*			
Exceptions, Deviations, Minimum Orders:			

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Emulsified Asphalt*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Concrete and Concrete Materials

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
4,000 PSI Concrete*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
5,000 PSI Concrete*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

Material Description	Unit of Measure (U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*			

Exceptions, Deviations, Minimum Orders:

** Specifications to follow TXDOT Standard Specifications for Road and Bridge Construction and Kimble County Standard Specifications for Construction.*

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document? YES
2. Indicate any limitations or potential conflicts to your ability to perform on the quantities and types of materials offered? NONE
3. Indicate if you and your company are also responding to the Kimble County RFQs for Hauling and Equipment. NO
4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business? NO

Date 6-29-23

Company LYNN HILL MOLESWORTH / AKC PIT

By: LYNN HILL MOLESWORTH
(Name)

OWNER
(Title)

KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

Aggregate Hauling from Source to Work Site

June 14, 2023

Kimble County, Texas

Request for Quotation

The Kimble County Commissioners Court is requesting individual quotations for the hauling or transport aggregate materials from Source to designated Project Work Site. Sealed quotations will be received by the Kimble County Judge's Office at 501 Main Street, Junction, TX 76849 ATT: Hal Rose, Kimble County Judge, for the purpose of evaluating costs and of the said materials.

Upon completion of the evaluation by the selection committee an order may be placed. *Sealed bids will be received until 2:00 P.M. Central Standard Time Wednesday, July 5, 2023.*

KIMBLE COUNTY RIGHTS

The County reserves the right to cancel this RFQ in writing or postpone the date and time for submitting quotations at any time prior to the quotations due date. The County by this RFQ does not promise to accept the lowest cost or any other quotations and specifically reserves the right to reject any or all quotations, to waive any formal quotations requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any quotations, to modify RFQ contents, to obtain new quotations, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The County hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit quotations in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The County reserves the right to accept or reject any and all quotations that are in the best interest of the County. All questions and inquiries will be addressed to:

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The Hauling of Aggregate Materials on a Contract Basis for Kimble County

1.0 INTENT

It is the intent of this Request for Quotation to secure the Hauling or Transport of aggregate materials by qualified, licensed, and available Contractors to be hired by the KIMBLE COUNTY COMMISSIONER'S COURT Department for a FEMA project.

The KIMBLE COUNTY COMMISSIONER'S COURT Department is responsible for maintaining approximately 350 miles of roads. The County wishes to enter into a contract with a bidder who can pick up and distribute caliche and other road building materials on whatever County road the Road Department is working on:

- 1) Provide a minimum of one (1) semi-trucks with belly dump trailers having at least a twenty (20) cubic yard capacity. If available, a minimum of two bobtail trucks to haul basecourse and chip seal aggregate.
- 2) All trucks furnished must be properly licensed and meet all Federal and Staterequirements as they may pertain to the work requested.
- 3) All operators/drivers of the trucks must be duly and properly licensed to operate saidvehicles in the State of Texas.
- 4) All trucks furnished must have operating odometers properly calibrated to tenth of a mile.
- 5) The mileage for each project shall be determined by a number of factors, including the material to be hauled, the distance to the mine which is currently producing the specified material and the distance to the construction site. Consequently, the rates will be established by these 3 factors and pre-approved by the Precinct Commissioner requesting the work to be performed.
- 6) Each bidder shall indicate the charge to haul chip seal aggregate with a per hour rate for bobtail trucks having a twelve (12) to fourteen (14) yard capacity.
- 7) Kimble County shall only pay for trucks that are actually used for the delivery/disbursement of caliche and other road building materials, whether they aremade available or not.
- 8) Each bidder shall be considered an independent contractor and not an employee of theKimble County Road Department. However, directions as to time and place of performance and compliance with rules and regulations may be required by the Road Superintendent.
- 9) While operating equipment, the bidder will ensure that the operators of equipment will secure and have in their possession at all times, the proper motor vehicle operator's licenses, as required by the laws of Texas. Equipment used for hauling shall be ingood condition with necessary drivers or operators, who will operate and maintain equipment in first-class working condition. All operating expenses, fuel, oil and repair parts are to be furnished by the bidder at the bidder's expense during the life of the contract.
- 10) The Bidder shall agree that Kimble County will have the right to inspect any piece ofequipment, at the time of use. In the event that equipment to be used is found to be in unsatisfactory condition, the County shall have the privilege of either

permitting the bidder sufficient time for placing said equipment in satisfactory condition or canceling the agreement at any time as to any piece of equipment not covered thereby.

QUESTIONS

Questions regarding the specifications stated within the bid should be directed to Kenneth Hoffman, KC Commissioner of Precinct 4 at hoffmanservices@hotmail.com. Questions regarding the bidding process should be also directed to Commissioner Hoffman. We strongly suggest that you email all your questions; all questions will be answered by email.

DOCUMENTATION REQUIREMENTS

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- Scale ticket – to reflect the tonnage/quantity of materials
- In addition to Weight information, the material can also be measured in yards according to vehicle capacity
- Statement of material type and quality
- Source of material
- Date, time, and location of material source
- Date, time, and location of material delivery
- Signature of party accepting the material as delivered with date, time, and location
- Company invoice on letterhead, including the tickets and supporting information

INSURANCE

The vendor shall furnish Kimble County with protective liability insurance naming the County of Kimble as an additional insured in the following amounts, at a minimum:

- 1) For claims made by Kimble County against the vendor for damage to the County's property or for bodily injury or death to County employees, a minimum amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 2) For claims against Kimble County by third parties in the amount of \$100,000 for damage to or destruction of property arising out of each occurrence, the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under Texas's Tort Claims Act, and the amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 3) Liability insurance of not less than \$500,000 for each occurrence with an aggregate of \$1,000,000 for the term of the policy with respect to property damage.

The vendor will be required to furnish evidence that the drivers, employed by the vendor to operate equipment included in the contract, will be covered by insurance, as required in the Texas Worker's Compensation Act. The vendor will be required to submit a copy of the Certificate of Insurance, which will become part of the contract.

All required insurance shall be in effect during the term of the contract. If the vendor is an "owner - operator", the County of Kimble and/or the Texas Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract.

FUEL SURCHARGE

Kimble County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$5.01 a gallon; everything over \$5.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at www.eia.doe.gov. See Bid Form 3 to this Invitation to Bid for the surcharge amounts.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. A potential vendor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employee. If the vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

CONTRACT TERM

The duration of the contract resulting from this ITB shall be for one (1) year from the date of award July 1, 2023. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice.

PAYMENTS

The vendor must submit a detailed invoice to the Kimble County Road Department for payment. The invoice shall include the following: total miles (pickup and drop off points), weights for each load, number of loads and the price of fuel. All invoices received by the County shall be paid within thirty (30) days of receipt of the same. The County reserves the right to question, audit and review any invoice.

QUOTATION SHEET

Bidders shall use the attached Quotation Sheet to submit their bid. The Quotation Sheet must be signed by an authorized agent. If additional pages are necessary, then attach them to the Quotation Sheet and sign each one.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid shall be listed on a separate sheet labeled "Exception(s) to Bid Specifications," and shall be attached to the bid quotations. Bidders shall use the attached Quotation Sheet to submit their bid.

COUNTY RESERVATIONS

Kimble County reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County. In addition, Kimble County reserves the right to terminate the contract at any time with a 30-day written notice to the successful bidders.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE ARE ANY PROBLEMS REGARDING THE BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Kimble County Judge
ATT: Hal Rose, County Judge
501 Main Street
Junction, TX 76849

Or hand/courier-delivered to: Kimble County Judge
ATT: Hal Rose, County Judge
501 Main Street
Junction, TX 76849

NOTE: Delivery by hand or courier is highly recommended and encouraged to help ensure bids received prior to the deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

BID FORM 1
QUOTATION SHEET

Cost per ton per mile for hauling of caliche and other materials:

Hauled by truck and trailer

	Chipseal Aggregate	Crushed Base	Pit Run Caliche
0-3 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
3.5-6 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
6.5-9 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
9.5-12 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
12.5-15 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
15.5-18 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
18.5-21 miles	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
21.5 and over	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

Hauled by Chipseal Aggregate
 Bobtail:
 \$ 125.00 per hour

Note: The vendor will make available at least one (1) truck to the County.

BID FORM 2

Company Submitting Bid: Tillman Trucking + Materials LLC

Address: 2437 N MAIN Junction Tx 76849

Telephone: 325-446-2735 **Fax:** N/A

Email: Luketillmanlandimprovement@yahoo.com

Company Contact/Designee: Jesus Vasquez

Title: TRUCKING + MATERIALS SUPERVISOR

Signature:  _____ **Date:** 7-5-2023

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document?
2. Indicate any limitations or potential conflicts to your ability to perform on the hauling of materials represented?
3. Indicate if you and your company are also responding to the Kimble County RFQs for Materials and Equipment.
4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business?

Date 7-5-2023

Company TILLMAN TRUCKING & MATERIALS LLC

By: Jesus Vasquez
(Name)

TRUCKING & MATERIALS SUPERVISOR
(Title)

CONTRACT FOR HAULING ROAD MATERIALS FOR KIMBLE COUNTY COMMISSIONER'S COURT

THIS AGREEMENT is made and entered into by and between KIMBLE COUNTY (hereinafter, "County") and TILLMAN TRUCKING & MATERIALS LLC (hereinafter, "CONTRACTOR"), on this the 1st day of July, 2023.

WHEREAS, County issued its invitation to bid in 2021 for the hauling of road materials pursuant to the provisions of the Texas Procurement Code;

AND WHEREAS, County is authorized to enter into this agreement for three additional years as provided in the original request for quotations and upon mutual consent of the parties to the contract.

AND WHEREAS, "CONTRACTOR" shall be entitled to an increase/decrease in diesel fuel prices pursuant to the fuel surcharge sheet which is attached hereto as Exhibit "A".

AND WHEREAS, both County and "CONTRACTOR" have agreed to the prices as set forth in the "Hauling of Road Materials" Quotation Sheet attached hereto as Exhibit "B".

NOW THEREFORE, for good and valuable consideration consisting of the mutual promises and agreements contained herein, the payment of one-dollar (\$1.00), the parties contract and agree as follows:

1. The term of this agreement shall be one year from the date first written above.

This contract may be renewed annually upon written consent of the parties, but in no event may this contract be extended beyond three (3) additional years from this current contract. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed three (3) years, including all extensions and renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. This procurement will result in a single source award.

2. "CONTRACTOR" has agreed to haul Chipseal Aggregate, Crushed Base, and Pit Run Caliche, per the attached Quotation Sheet signed and dated 7-5-2023 by Jesus Vasquez

3. The parties have agreed in regard to any hauls in excess of 50.0 miles, the price paid by the County will be N/A cents per ton per mile.

4. Bobtail trucks for hauling will be \$125.00 per hour.

5. "CONTRACTOR" agrees that it shall provide trucks at the discretion of the County Road Superintendent. The County reserves the exclusive right to utilize its own equipment and drivers at the discretion of the Road Superintendent throughout the duration of the contract.

6. Pursuant to §13-1-171 the parties agree that "CONTRACTOR" maybe entitles to price escalations or revisions of the stated contract prices by making a written request for such revisions with reference to Contract by name.

7. The parties have agreed to implement a fuel surcharge schedule as reflected on Exhibit "A". Any revision of the contract price shall compensate "CONTRACTOR" for actual cost increases of fuel as set forth on the fuel surcharge sheet.

8. Proposed new prices must be stated with a firm date of expiration.

9. "CONTRACTOR", at all times material to this agreement shall be constructed to be an independent contractor and not an employee of Kimble County Road Department. "CONTRACTOR" shall however follow directions as to the time and place of performance of this agreement, and shall further comply with such rules and regulations as may be required of the County. "CONTRACTOR" will ensure that operators of its trucks will secure and have in their possession at all times, when operating any equipment for the County, proper motor vehicle

operator licenses as required by the laws of the State of Texas. All trucks shall be in good conditions and shall be operated and maintained according to Department Transportation specifications.

10. "CONTRACTOR" agrees that County shall have the right to inspect any piece of equipment at the time of use. In the event that any truck or other equipment to be used is found to be an unsatisfactory condition, the County shall have the privilege of either permitting the contractor sufficient time for placing said equipment in satisfactory conditions, or cancelling the agreement at any time as to any piece of equipment covered thereby.

11. "CONTRACTOR" shall furnish County with insurance naming the County of Kimble as the named insured in the following minimum amounts. For claims against Kimble County by third parties in the amount of \$100,000.00 for damage or destruction of property arising out of each occurrence for all damage other than property damage as permitted under Texas's Tort Claims Act, and the amount of claims arising out of each occurrence; and, liability insurance of not less than \$300,000.00 for each occurrence with an aggregate of \$500,000.00 for the term of the policy with respect to property damage. "CONTRACTOR" will be required to furnish evidence that the drivers employed by the "CONTRACTOR" to operate equipment included in the Contract will be covered by insurance as required in the Texas Worker's Compensation Act. "CONTRACTOR" will be required to submit a copy of the certificate of insurance which will become part of the Contract. All required insurance shall be in effect during the term of the Contract. The "CONTRACTOR" is an owner-operator, the County of Kimble assumed no responsibility (financial or otherwise) for any injuries sustained by the owner-operator or his/her employees during the performance of the Contract.

12. "CONTRACTOR" agrees to submit statements to Kimble County Treasurer's Office for payment. The County issues Accounts Payable Checks weekly.

13. "CONTRACTOR" will provide payroll records to the Texas Department of Labor in compliance with the State Labor Laws.

14. In the event "CONTRACTOR" fails or refuses to perform under this agreement, County may seek any remedy allowed in law or equity to compel performance of the agreement or to recover damages for the breach of this agreement. In the event County files suit to enforce any portion of this agreement in a Court of law, County shall be entitled to recover its reasonable attorney's fees.

DATED THIS 12th DAY OF JULY, 2023.

CONTRACTOR

COUNTY OF KIMBLE

The Honorable Hal Rose, County Judge

TRIPLE M TRUCKING Co INC

KIMBLE COUNTY, TEXAS

PRESENTS:

A Request for Quotation For:

Aggregate Hauling from Source to Work Site

June 14, 2023

Kimble County, Texas

Request for Quotation

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- 2) For claims against Kimble County by third parties in the amount of \$100,000 for damage to or destruction of property arising out of each occurrence, the amount of \$300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under Texas's Tort Claims Act, and the amount of \$1,000,000 for all claims arising out of each occurrence; and,
- 3) Liability insurance of not less than \$500,000 for each occurrence with an aggregate of \$1,000,000 for the term of the policy with respect to property damage.

The vendor will be required to furnish evidence that the drivers, employed by the vendor to operate equipment included in the contract, will be covered by insurance, as required in the Texas Worker's Compensation Act. The vendor will be required to submit a copy of the Certificate of Insurance, which will become part of the contract.

All required insurance shall be in effect during the term of the contract. If the vendor is an "owner - operator", the County of Kimble and/or the Texas Department of Transportation shall assume no responsibility, financial or otherwise, for any injuries sustained by the "owner - operator" or their employees during the performance of the contract.

FUEL SURCHARGE

Kimble County **WILL NOT PAY A SURCHARGE** unless fuel cost is over \$5.01 a gallon; everything over \$5.01 a surcharge can be multiplied to the total miles hauled. The Gulf Coast Regional Average for "all types" diesel fuel prices will be used as the benchmark for the surcharge. Fuel prices can be obtained from the Energy Information Administration, Official Energy Statistics from the U.S. Government at www.eia.doe.gov. See Bid Form 3 to this Invitation to Bid for the surcharge amounts.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest cost to the County. A potential vendor or the Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employee. If the vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

CONTRACT TERM

The duration of the contract resulting from this ITB shall be for one (1) year from the date of award July 1, 2023. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice.

PAYMENTS

The vendor must submit a detailed invoice to the Kimble County Road Department for payment. The invoice shall include the following: total miles (pickup and drop off points), weights for each load, number of loads and the price of fuel. All invoices received by the County shall be paid within thirty (30) days of receipt of the same. The County reserves the right to question, audit and review any invoice.

QUOTATION SHEET

Bidders shall use the attached Quotation Sheet to submit their bid. The Quotation Sheet must be signed by an authorized agent. If additional pages are necessary, then attach them to the Quotation Sheet and sign each one.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid shall be listed on a separate sheet labeled "Exception(s) to Bid Specifications," and shall be attached to the bid quotations. Bidders shall use the attached Quotation Sheet to submit their bid.

COUNTY RESERVATIONS

Kimble County reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County. In addition, Kimble County reserves the right to terminate the contract at any time with a 30-day written notice to the successful bidders.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE ARE ANY PROBLEMS REGARDING THE BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Kimble County Judge
ATT: Hal Rose, County Judge
501 Main Street
Junction, TX 76849

Or hand/courier-delivered to: Kimble County Judge
ATT: Hal Rose, County Judge
501 Main Street
Junction, TX 76849

NOTE: Delivery by hand or courier is highly recommended and encouraged to help ensure bids received prior to the deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

BID FORM 1
QUOTATION SHEET

Cost per ton per mile for hauling of caliche and other materials:

Hauled by truck and trailer

	Chipseal Aggregate	Crushed Base	Pit Run Caliche
0-3 miles	\$ _____	\$ 125 ⁰⁰ / hr	\$ 125 ⁰⁰ / hr
3.5-6 miles	\$ _____	\$ 125 / HR	\$ 125 / HR
6.5-9 miles	\$ _____	\$ 125 / HR	\$ 125 / HR
9.5-12 miles	\$ _____	\$ 125 / HR	\$ 125 / HR
12.5-15 miles	\$ _____	\$ 125 / HR	\$ 125 / HR
15.5-18 miles	\$ _____	\$ 125 / HR	\$ 125 / HR
18.5-21 miles	\$ _____	\$ 125 / HR	\$ 125 / HR
21.5 and over	\$ _____	\$ 125 / HR	\$ 125 / HR

Hauled by Chipseal Aggregate
 Bobtail: \$ _____ per hour

Note: The vendor will make available at least one (1) truck to the County.

\$ 125⁰⁰ / hr per round TRIP LOAD
 which equals to per load rate.

BID FORM 2

Company Submitting Bid: TRIPLE M TRUCKING CO INC.

Address: 574 KC 411 JUNCTION. TX 76849

Telephone: 214-808-7727 Fax: _____

Email: malesip@CTESC.NET

Company Contact/Designee: MAYRES ALESIP AKA KITTY

Title: OWNER

Signature: Mayres Alesip Date: July 3, 2023

QUESTIONS TO BE COMPLETED

1. Are you and your company registered with Kimble County as a Vendor, with a current W-9 document? yes
2. Indicate any limitations or potential conflicts to your ability to perform on the hauling of materials represented? NONE
3. Indicate if you and your company are also responding to the Kimble County RFQs for Materials and Equipment. yes
4. Is your company recognized by the Federal and State Government as a Minority or Disadvantaged business? NO

Date July 3, 2023

Company TRIPLE M TRUCKING CO INC

By: MAYRES ALSIP AKA: KITTY
(Name)

OWNER
(Title)

CONTRACT FOR HAULING ROAD MATERIALS FOR KIMBLE COUNTY COMMISSIONER'S COURT

THIS AGREEMENT is made and entered into by and between KIMBLE COUNTY (hereinafter, "County") and TRIFE M TRUCKING (hereinafter, "CONTRACTOR"), on this the 1st day of July, 2023. Co. INC.

WHEREAS, County issued its invitation to bid in 2021 for the hauling of road materials pursuant to the provisions of the Texas Procurement Code;

AND WHEREAS, County is authorized to enter into this agreement for three additional years as provided in the original request for quotations and upon mutual consent of the parties to the contract.

AND WHEREAS, "CONTRACTOR" shall be entitled to an increase/decrease in diesel fuel prices pursuant to the fuel surcharge sheet which is attached hereto as Exhibit "A".

AND WHEREAS, both County and "CONTRACTOR" have agreed to the prices as set forth in the "Hauling of Road Materials" Quotation Sheet attached hereto as Exhibit "B".

NOW THEREFORE, for good and valuable consideration consisting of the mutual promises and agreements contained herein, the payment of one-dollar (\$1.00), the parties contract and agree as follows:

1. The term of this agreement shall be one year from the date first written above.

This contract may be renewed annually upon written consent of the parties, but in no event may this contract be extended beyond three (3) additional years from this current contract. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed three (3) years, including all extensions and renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. This procurement will result in a single source award.

2. "CONTRACTOR" has agreed to haul Chipseal Aggregate, Crushed Base, and Pit Run Caliche, per the attached Quotation Sheet signed and dated July 3, 2023 TRESLE M. TRUCKING Co. INC.

3. The parties have agreed in regard to any hauls in excess of 50.0 miles, the price paid by the County will be _____ cents per ton per mile.

4. Bobtail trucks for hauling will be \$ _____ per hour.

5. "CONTRACTOR" agrees that it shall provide trucks at the discretion of the County Road Superintendent. The County reserves the exclusive right to utilize its own equipment and drivers at the discretion of the Road Superintendent throughout the duration of the contract.

6. Pursuant to §13-1-171 the parties agree that "CONTRACTOR" maybe entitles to price escalations or revisions of the stated contract prices by making a written request for such revisions with reference to Contract by name.

7. The parties have agreed to implement a fuel surcharge schedule as reflected on Exhibit "A". Any revision of the contract price shall compensate "CONTRACTOR" for actual cost increases of fuel as set forth on the fuel surcharge sheet.

8. Proposed new prices must be stated with a firm date of expiration.

9. "CONTRACTOR", at all times material to this agreement shall be constructed to be an independent contractor and not an employee of Kimble County Road Department. "CONTRACTOR" shall however follow directions as to the time and place of performance of this agreement, and shall further comply with such rules and regulations as may be required of the County. "CONTRACTOR" will ensure that operators of its trucks will secure and have in their possession at all times, when operating any equipment for the County, proper motor vehicle

operator licenses as required by the laws of the State of Texas. All trucks shall be in good conditions and shall be operated and maintained according to Department Transportation specifications.

10. "CONTRACTOR" agrees that County shall have the right to inspect any piece of equipment at the time of use. In the event that any truck or other equipment to be used is found to be an unsatisfactory condition, the County shall have the privilege of either permitting the contractor sufficient time for placing said equipment in satisfactory conditions, or cancelling the agreement at any time as to any piece of equipment covered thereby.

11. "CONTRACTOR" shall furnish County with insurance naming the County of Kimble as the named insured in the following minimum amounts. For claims against Kimble County by third parties in the amount of \$100,000.00 for damage or destruction of property arising out of each occurrence for all damage other than property damage as permitted under Texas's Tort Claims Act, and the amount of claims arising out of each occurrence; and, liability insurance of not less than \$300,000.00 for each occurrence with an aggregate of \$500,000.00 for the term of the policy with respect to property damage. "CONTRACTOR" will be required to furnish evidence that the drivers employed by the "CONTRACTOR" to operate equipment included in the Contract will be covered by insurance as required in the Texas Worker's Compensation Act. "CONTRACTOR" will be required to submit a copy of the certificate of insurance which will become part of the Contract. All required insurance shall be ineffect during the term of the Contract. The "CONTRACTOR" is an owner-operator, the County of Kimble assumed no responsibility (financial or otherwise) for any injuries sustained by the owner-operator or his/her employees during the performance of the Contract.

12. "CONTRACTOR" agrees to submit statements to Kimble County Treasurer's Office for payment. The County issues Accounts Payable Checks weekly.

13. "CONTRACTOR" will provide payroll records to the Texas Department of Labor in compliance with the State Labor Laws.

14. In the event "CONTRACTOR" fails or refuses to perform under this agreement, County may seek any remedy allowed in law or equity to compel performance of the agreement or to recover damages for the breach of this agreement. In the event County files suit to enforce any portion of this agreement in a Court of law, County shall be entitled to recover its reasonable attorney's fees.

DATED THIS 12th DAY OF JULY, 2023.

CONTRACTOR

TRIPLE M TRUCKING Co Inc.

COUNTY OF KIMBLE

The Honorable Hal Rose, County Judge

HAZ ROPE

BID SCORE CARD		DATE:	SOLICITATION #:	23-M&H RFQS PCT 4		PROJECT NAME:	FEMA 4416 MATERIALS AND HAULING			
Vendor Name:	TYPE OF SERVICE	Responsiveness (PASS/FAIL)	Price (Up to 40 Points)	Reliability, Experience, and Capability (Up to 20 Points)	Quality of the proposer's goods and/or services (Up to 20 Points)	Proposer's past relationship with KIMBLE COUNTY (Up to 10 Points)	Capacity and Readiness (Up to 10 Points)	Total Points (100 pts)		
Tillman	Hauling	P-	40	18	20	10	7	95		
Taylor M	Hauling	P	40	18	20	10	10	98		
Lynn Hill	Material	P	40	20	20	10	10	100		
Keller	Hauling	P	35	19	20	10	10	94		
Keller	Material	P	28	20	20	10	10	85		
Gibson	Hauling	P	40	20	20	10	10	100		
Gibson	Material	P	40	19	20	10	10	99		
Arcrow	Hauling	P.	25	18	18	5	10	76		

BID SCORE CARD		DATE: 7/11/2023	SOLICITATION #:	23-M&H RFQS PCT 4	PROJECT NAME:	FEMA 4416 MATERIALS AND HAULING				
Vendor Name:	TYPE OF SERVICE	Responsiveness (PASS/FAIL)	Price (Up to 40 Points)	Reliability, Experience, and Capability (Up to 20 Points)	Quality of the proposer's goods and/or services (Up to 20 Points)	Proposer's past relationship with KIMBLE COUNTY (Up to 10 Points)	Capacity and Readiness (Up to 10 Points)	Total Points (100 pts)		
Tillman	hauling	Pass	125 40	20 18	20	10 10	10 10	160		
Tripple M	hauling	Pass	125 40	20	20	10 10	10	100		
Lynn Hill	material	Pass	9170n 40	20	20	10 10	10	100		
Allen heker	hauling	Pass	125 30	18	19	10 10	8	85		
Allen heker	material	Pass	1145770n 30 40	18	18	9	9	54		
Gipson	material	Pass	9170n 40	20	20	10	10	100		
Armour	hauling	Pass	1401 25	18	18	1	9	66		
Gipson	hauling	Pass	125 25 40	20	20	16	10	100		

Therese Schuyf
Pct. 1

Kelly Simon

BID SCORE CARD		DATE:	SOLICITATION #:	23-M&H RFQS PCT 4	PROJECT NAME:	FEMA 4416 MATERIALS AND HAULING			
Vendor Name:	TYPE OF SERVICE	Responsiveness (PASS/FAIL)	Price (Up to 40 Points)	Reliability, Experience, and Capability (Up to 20 Points)	Quality of the proposer's goods and/or services (Up to 20 Points)	Proposer's past relationship with KIMBLE COUNTY (Up to 10 Points)	Capacity and Readiness (Up to 10 Points)	Total Points (100 pts)	
<i>Tillman T & M</i>	<i>Hauling</i>	<i>Yes</i>	<i>35</i>	<i>20</i>	<i>20</i>	<i>7</i>	<i>8</i>		
<i>M.H. Tipton</i>	<i>Hauling</i>	<i>Yes</i>	<i>35</i>	<i>19</i>	<i>20</i>	<i>7</i>	<i>7</i>		
<i>Gipson</i>	<i>"</i>	<i>Yes</i>	<i>35</i>	<i>20</i>	<i>20</i>	<i>7</i>	<i>8</i>		
<i>Ray Key (Arrow)</i>	<i>"</i>	<i>Yes</i>	<i>30</i>	<i>20</i>	<i>20</i>	<i>7</i>	<i>8</i>		
<i>Keller</i>	<i>"</i>	<i>Yes</i>	<i>34</i>	<i>20</i>	<i>20</i>	<i>7</i>	<i>9</i>		
<i>Keller</i>	<i>Aggregate</i>	<i>Yes</i>	<i>15</i>	<i>20</i>	<i>20</i>	<i>9</i>	<i>9</i>		
<i>Melbourn</i>	<i>"</i>	<i>Yes</i>	<i>19</i>	<i>20</i>	<i>20</i>	<i>9</i>	<i>9</i>		
<i>Gipson</i>	<i>"</i>	<i>Yes</i>	<i>19</i>	<i>20</i>	<i>20</i>	<i>9</i>	<i>9</i>		

BID SCORE CARD		DATE:	SOLICITATION #:	23-M&H RFQS PCT 4	PROJECT NAME:	FEMA 4416 MATERIALS AND HAULING		
Vendor Name:	TYPE OF SERVICE	Responsiveness (PASS/FAIL)	Price (Up to 40 Points)	Reliability, Experience, and Capability (Up to 20 Points)	Quality of the proposer's goods and/or services (Up to 20 Points)	Proposer's past relationship with KIMBLE COUNTY (Up to 10 Points)	Capacity and Readiness (Up to 10 Points)	Total Points (100 pts)
TUMMAN LLC	HAULING	PASS	35	15	15	10	10	
TRIPLE M	HAULING	PASS	40	20	20	10	10	
LYNN PROBLEWENT	AGGREGATE	PASS	40	20	20	10	10	
BRIDSON CONCRETE	HAULING	PASS	40	20	20	10	10	
ALLEN KELLER	AGGREGATE	PASS	15	10	20	10	10	
BRIDSON CONCRETE	AGGREGATE	PASS	40	20	20	10	10	
ARMOUR CONCRETE	AGGREGATE	PASS	15	15	15	8	10	
ALLEN KELLER CONCRETE	HAULING	PASS	10	15	10	8	8	

Deanna Runoff

KSC H/M

BID SCORE CARD		DATE: 7-11-23	SOLICITATION #:	23-M&H RFQS PCT 4	PROJECT NAME:	FEMA 4416 MATERIALS AND HAULING		
Vendor Name:	TYPE OF SERVICE	Responsiveness (PASS/FAIL)	Price (Up to 40 Points)	Reliability, Experience, and Capability (Up to 20 Points)	Quality of the proposer's goods and/or services (Up to 20 Points)	Proposer's past relationship with KIMBLE COUNTY (Up to 10 Points)	Capacity and Readiness (Up to 10 Points)	Total Points (100 pts)
TILMANN TRUCK & MTR LLC	HAULING	P 125 (1) HOUR P 125 HOUR	40	12.5	15	10	9	86.5
TRIPLE M TRUCKS	HAULING	P 125 HR	40	17.5	18	10	10	95.5
LYNN HILL MTR	MATERIALS	P 9 0822 200N	40	20	20	10	10	100
GIBSON	HAULING	P 125 HR 95 HR	40	17.5	18	10	10	95.5
GIBSON	MATERIAL	P 835 9.00 70N P 412 4.85 70N	40	20	20	10	10	100
ALLEN KEELER	MATERIAL	P 802 11.55	30	17.5	20	10	9	86.5
ARMOUR EXL	HAULING	P 160 HR P 115 HR 12 40	30	12.5	15	8	9	74.5
ALLEN KEELER	HAULING	P 125 HR P 125 HR	40	17.5	16	10	9	92.5

BID SCORE CARD**DATE:****SOLICITATION #:**

23-M&H RFQS PCT 4

PROJECT NAME:

FEMA 4416 MATERIALS AND HAULING

Vendor Name:	TYPE OF SERVICE	Responsiveness (PASS/FAIL)	Price (Up to 40 Points)	Reliability, Experience, and Capability (Up to 20 Points)	Quality of the proposer's goods and/or services (Up to 20 Points)	Proposer's past relationship with KIMBLE COUNTY (Up to 10 Points)	Capacity and Readiness (Up to 10 Points)	Total Points (100 pts)
ARMOUR	HAULING	PASS	24	16.7	17.2	5.8	8.8	72.5
GIPSON	HAULING	PASS	39	19.5	19.6	9.4	9.6	97.1
KELLER	HAULING	PASS	29.8	17.9	17	9	8.8	82.5
TILLMAN	HAULING	PASS	37.8	17.1	18.2	9.4	9	91.5
TRIPLE M	HAULING	PASS	39	18.9	19.6	9.4	9.4	96.3

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,

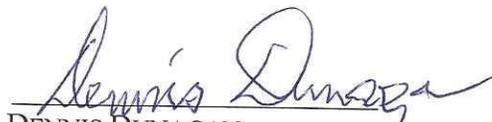
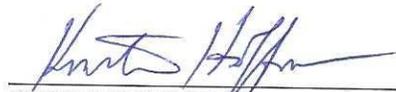
WHEREAS, the Kimble County Commissioners Court has received revenues and made expenditures in the period since the last Commissioners Court meeting and during this meeting that may require amendment of the 2023 budget.

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.

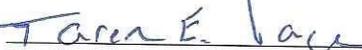
ORDERED this the 11th day of July, 2023.



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