

KIMBLE COUNTY COMMISSIONERS COURT
REGULAR MEETING – MARCH 14, 2023 @ 9:00 AM

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

COURT PRESENT:

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

ELECTED OFFICIALS PRESENT:

County Treasurer Billie Stewart
Justice Of The Peace Josh Cantrell

VISITORS: SEE ATTACHED LIST (If Applicable)

AGENDA ITEMS:

- 1. Call to order:**
 - a. County Judge Hal Rose called the meeting to order at 9:03am

- 2. Convene meeting and establish quorum.**
 - a. Quorum was established
 - b. Invocation at 9:04am
 - c. Pledge at 9:05am

- 3. Public Comments:**
 - a. Melissa Burnard with the Llano River Water Alliance regarding the public mural on the side of the Meals-On-Wheels building, request for donation which will be placed on the next agenda for further discussion

- 4. Consideration, discussion, and possible action regarding status of county roads and related matters, including report by county road supervisor regarding road conditions, maintenance, and repair:**
 - a. Discussion opened with county road easements for new subdivisions
 - i. 40' easement for entire county as "prescribed easement"
 - ii. All class "c" roads which is the minimum
 - iii. Grandfather in existing fences
 - b. County Attorney Heap is given the task to reach out to outside counsel for opinion as well as TAC, further discussion tabled until more information has been gathered
 - c. Discussion moved to the funds the County is to receive from Kinder Morgan, specifically dedicated to Road and Bridge department only, possible purchase of new equipment
 - d. Brief mention of moving the road on KC 473 @ the cemetery by Commissioner Hoffman
 - e. After final discussions, Commissioner Shultz made a motion to accept the road and bridge report, second by Commissioner Dunagan, all in favor, motion carried

- 5. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County:**
 - a. Judge Rose begins discussion with advisement on current drought maps for Kimble County
 - b. Commissioners discuss the county burn ban signs
 - c. After discussion and consideration, a Motion to implement the burn ban effective immediately and to last for 90 days under Order No. CC-2023-01, was made by Commissioner Dunagan, second by Commissioner Simon, all in favor, motion carries

- 6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads:**
 - a. No new roads submitted
 - b. Commissioners reviewed new 911 addresses
 - c. Motion to accept made by Commissioner Simon, second by Commission Shultz, all in favor, motion carried

- 7. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court:**
 - a. Motion to accept made by Commissioner Simon, second by Commission Shultz, all in favor, motion carried

- 8. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including TECOLE annual racial profiling report:**
 - a. Misty from the sheriff's office provided yearly report on racial profiling, handout provided which refers to nine pages however, only eight were given
 - b. Motion to accept the report made by Commissioner Shultz, second by Commissioner Simon, all in favor, motion carries

- 9. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court:**
 - a. No action taken

- 10. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules:**
 - a. Puuke Ranches LLC Plat Amendment to correct inaccurate course & distance granted
 - b. Newbury/Tomlinson division of family property into 2 tracts to convey to family
 - c. Collin Wood/FM 385, could not be determined at this time. They are asking for an exemption based on plot size, location and no public private roads dedicated to public use, etc.
 - d. Judge Rose advised of new laws being discussed by the legislature
 - i. Pfluger Grant for \$1.7 million
 - ii. Will include telehealth for rural communities
 - iii. District 11

- 11. Consideration, discussion and possible action on tabled matter related to County Extension Agent's request for assistant increased hourly salary:**
 - a. The Kimble Ag Extension Agent Alex Orozco-Lopez spoke in regards to a salary increase for his secretary that had previously been postponed
 - b. The money is already in the budget so no immediate increase would be necessary
 - c. Increase would go to \$15.50/hour
 - d. Motion to approve the pay increase for the Ag Extension Secretary position made by Commissioner Simon, second by Commissioner Dunagan, all in favor, motion carries

- 12. Consideration, discussion and possible action on an Interlocal Agreement between Kimble County and the City of Junction for administering subdivisions in the City's extraterritorial jurisdiction.**
 - a. County Attorney Heap spoke to the process
 - b. City Counsel tabled the approval of the City/County Agreement at their last meeting
 - c. The "Agreement" would designate the County to regulate application and subdivisions in the Extra Territorial Jurisdiction (ETJ) which extends to ½ mile outside city limits
 - d. The City would still have say in areas such as pollution, city water, city sewer and code enforcement
 - e. Motion to approve the Subdivision ETF Agreement between the City and the County made by Commissioner Shultz, second by Commissioner Hoffman, all in favor, motion carries

- 13. Consideration, discussion and possible action on response submitted to RFQ No. 2023-01-PE SUBDV for professional engineering services.**
 - a. Only one response to 2023-01-PE SUBDV was received from Wellborn out of Kerrville
 - b. Ad ran for three weeks
 - c. Discussion to continue to run the ad longer, declined
 - d. Commissioners reviewed the one bid from Wellborn and scored the company accordingly
 - e. Motion to accept the bid from Wellborn made by Commissioner Shultz, second by Commissioner Hoffman, all in favor, motion carried

- 14. Consideration, discussion and possible action on State required Cybersecurity Training for county employees.**
 - a. Motion to approve the annual cybersecurity training from TAC made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carried

- 15. Consideration, discussion and possible action on Interlocal Agreement between Kimble County and Kinney County regarding Colonia Needs Assessment and potential grant funding.**
 - a. Judge Rose spoke to a survey and study with Kinney County to research and verify if Kimble County has any Colonia needs
 - b. Commissioners discussed and reviewed the Agreement
 - c. Motion to sign the agreement made by Commissioner Shultz, second by Commissioner Hoffman, all in favor, motion carries

- 16. Consideration, discussion and possible action on revised District/County courts Jury Duty form**
 - a. No action taken

17. **Consideration, discussion and possible action on request by Hill/Hodapp family for Kimble County to provide relief for County portion of penalty on property taxes.**
 - a. Hill/Hodapp family submitted a request to the Commissioners for relief of \$291.00 on their tax bill
 - b. Commissioners inquire to Tax Assessor regarding details
 - c. Hill/Hodapp absentee land owners who lost their bill
 - d. Motion to reject the request for relief made by Commissioner Simon, second by Commissioner Hoffman, all in favor, motion carries

18. **Consideration, discussion, and possible action regarding Kimble County Courthouse restoration and move-out plan; including approval of contract with JC Stoddard for Construction Management.**
 - a. Judge Rose opened discussion by providing a time line of 75-80 days to move out once a contract is signed for the Pre-Construction phase of the courthouse restoration project
 - b. Motion to approve and sign the contract made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries

19. **Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County; including county match payment for TXDOT Aviation grant for airport lighting.**
 - a. Discussions commenced regarding the lighting project at the airport
 - b. County match is 10% of \$1.7 million
 - c. Question raised, was the generator going to be replaced
 - d. Motion to approve the payment of the County match for the airport lighting project made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries
 - e. Motion to approve and pay bills made by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries

20. **Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures; including amendment of the budget to correct administrative error.**
 - a. Motion to approve Order NO CC-2023-02 to amend the budget as needed to make necessary adjustments to cover authorized revenues and expenditures brought by Commissioner Simon, second by Commissioner Shultz, all in favor, motion carries

21. **Adjournment:**
 - b. Motion to adjourn made by Commissioner Dunagan, second by Commissioner Hoffman, all in favor, motion carries @ 1:45pm

There being no further business, Court adjourned this 14th day of March, 2023

/S/ HAL A ROSE

Hal A. Rose, Kimble County Judge

Attest: /S/ KAREN E. PAGE

Karen E. Page, County Clerk

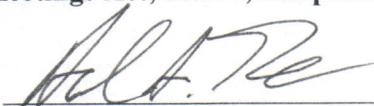
KIMBLE COUNTY COMMISSIONERS COURT MEETING

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, March 14, 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 report by county road supervisor regarding road conditions, maintenance, and repair.
5. Consideration, discussion, and possible action regarding court order prohibiting outdoor burning in the unincorporated area of Kimble County.
6. Consideration, discussion, and possible action regarding request(s) for 911 addressing and name(s) of private roads.
7. Consideration, discussion, and possible action regarding the Kimble County Central Appraisal Districts monthly property tax collection report to the Commissioners Court.
8. Consideration, discussion, and possible action regarding the Kimble County Sheriff's Department monthly report to the Commissioners Court; including TECOLE annual racial profiling report.
9. Consideration, discussion, and possible action regarding the Kimble County Treasurer's Office monthly report to the Commissioners Court.
10. Consideration, discussion, and possible action regarding the Kimble County Judge's monthly report to the Commissioners Court including actions taken under the Subdivision Rules.
11. Consideration, discussion and possible action on tabled matter related to County Extension Agent's request for assistant increased hourly salary.
12. Consideration, discussion and possible action on an Interlocal Agreement between Kimble County and the City of Junction for administering subdivisions in the City's extraterritorial jurisdiction.
13. Consideration, discussion and possible action on response submitted to RFQ No. 2023-01-PE SUBDV for professional engineering services.
14. Consideration, discussion and possible action on State required Cybersecurity Training for county employees.
15. Consideration, discussion and possible action on Interlocal Agreement between Kimble County and Kinney County regarding Colonia Needs Assessment and potential grant funding.
16. Consideration, discussion and possible action on revised District/County courts Jury Duty form
17. Consideration, discussion and possible action on request by Hill/Hodapp family for Kimble County to provide relief for County portion of penalty on property taxes.
18. Consideration, discussion, and possible action regarding Kimble County Courthouse restoration and move-out plan; including approval of contract with JC Stoddard for Construction Management.
19. Consideration and approval of bills, accounts, and authorization to pay bills and accounts for Kimble County; including county match payment for TXDOT Aviation grant for airport lighting.
20. Consideration, discussion, and possible action regarding amendment of the budget to conform to authorized revenues and expenditures; including amendment of the budget to correct administrative error.
21. Adjournment.

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


Hal A. Rose, County Judge

Filed March 9, 2023
at 4:01 o'clock PM
Karen E. Page
Karen E. Page, County Clerk, Kimble County, Texas

COMMISSIONER'S COURT
CALLED MEETING 3/14/2023

VISITORS PLEASE SIGN IN

1 JOE HERNANDEZ

2 Alex Orozco

3 ANDREW BURNARD

4 Melissa Burnard

5 Dale Johnson - FIRE

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19 _____

20 _____

COUNTY OF KIMBLE §
STATE OF TEXAS §

CC-2023-01
**ORDER PROHIBITING
OUTDOOR BURNING**

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

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

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

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

(1) Actions Prohibited:

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

(2) Enforcement:

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

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

(3) Exceptions:

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

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

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

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

ORDERED this the 14th day of March, 2023.



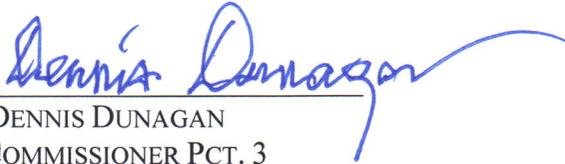
HAL A. ROSE
COUNTY JUDGE



BRAYDEN SCHULZE
COMMISSIONER PCT. 1



KELLY SIMON
COMMISSIONER PCT. 2

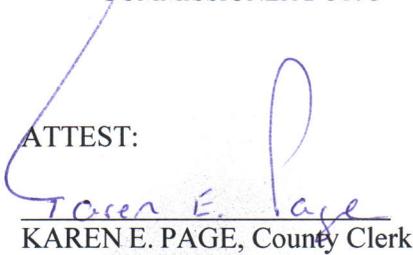


DENNIS DUNAGAN
COMMISSIONER PCT. 3



KENNETH HOFFMAN
COMMISSIONER PCT. 4

ATTEST:



KAREN E. PAGE, County Clerk



TO: Kimble County Commissioners Court

From: Stephen Simmons Road and Bridge Supervisor

Date: March 14, 2023

Subject: Monthly Road and Bridge Report for February 14, to March 14, 2023

February 14, -17

KC 472 Hauled and put in 2 loads of bull rock and also started hauling material to rebuild road.

KC 2121 Continued hauling donated material and rebuilding road.

February 21 -23

KC 1121 Started dumping material for FEMA project.

KC 472 continued building road with donated materials.

130-G motor grader Replaced fuel injectors and repaired pivot pin.

February 27-March 2

KC 320 Started dumping material for FEMA project.

KC1121 Started putting in material.

March 6-9

KC1121 Continued putting in material for FEMA project.

KC 320 Continued dumping material for FEMA project.t

KC 410 Repaired cattle guard.

March 13

KC 320 Moved equipment

KC 1121 finished putting in materials for FEMA Project.



RECEIVED

MAR 06 2023

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

March 1, 2023

THE HONORABLE GARY ALLEN CASTLEBERRY
TAX ASSESSOR-COLLECTOR
KIMBLE COUNTY
PO BOX 307
JUNCTION, TX 76849-0307

Dear Tax Assessor-Collector:

We are pleased to inform you of your county's **2023** annual commission for your efforts in collecting Motor Vehicle Sales Tax on behalf of the state, as provided by Texas Tax Code Section 152.123.

Your **2023** tax commission is **\$12,004.93** which equals 5 percent of the tax and penalties collected for Motor Vehicle Sales and Use Tax, Motor Vehicle Seller-Financed Sales Tax and Texas Emissions Reduction Plan (TERP) Surcharge collections reported for your county during the **2022** calendar year.

You will draw your commission by retaining **\$11,857.71** from the **2023** Motor Vehicle Sales Tax collections and **\$147.22** from **2023** TERP Surcharge collections.

You will enter the commission amount retained on the Comptroller's Texas Motor Vehicle Sales/Use Tax Surcharge Report (Form 14-115). The commission amount retained from Motor Vehicle Sales and Use Tax collections, including Seller-Financed collections, must be entered in Item 8A. The commission retained from TERP Surcharge collections must be entered in Item 8B.

You may retain the commission amounts for the year on one month's tax report if there are sufficient collections for that month. Otherwise, retain the commission over several months until the total commission has been retained.

If you have any questions about your monthly reports, please contact Debra Stojanik or Veronica Vasquez in our Revenue Accounting Division. They can be reached by email at Motor.Vehicle@cpa.texas.gov or call 800-531-5441, ext. 3-4429 for Debra or ext. 3-4428 for Veronica.

Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 02/2023 - 02/2023

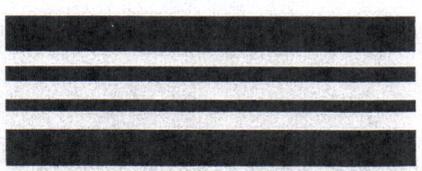
Registration and Title System Report

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



| Inventory Item Counts | | |
|-----------------------|------------------|------------|
| Item Description | Items Sold Count | Void Count |
| 144-HOUR PERMIT | 1 | 0 |
| 30 DAY PERMIT | 6 | 0 |
| BLUE DISABLED PLACARD | 12 | 0 |
| DISABLED PERSON PLT | 1 | 0 |
| EXEMPT SINGLE PLT | 4 | 0 |
| FARM TRLR PLT | 5 | 0 |
| FARM TRUCK PLT | 1 | 0 |
| MOTORCYCLE PLT | 1 | 0 |
| ONE-TRIP PERMIT | 1 | 0 |
| PASSENGER-TRUCK PLT | 24 | 0 |
| PLATE STICKER | 149 | 2 |
| RED DISABLED PLACARD | 2 | 0 |
| TRAVEL TRLR PLT | 1 | 0 |
| TRLR PLT | 4 | 0 |
| WINDSHIELD STICKER | 311 | 0 |
| Total | 523 | 2 |

| Fees Collected | |
|------------------------------|-------------|
| Accounting Fees Description | Amount (\$) |
| REGISTRATION | |
| AUTOMATION FEE | 13.00 |
| CNTY ROAD BRIDGE ADD-ON FEE | 3,500.00 |
| DELINQUENT TRANSFER PENALTY | 10.00 |
| DEIQ TRANS PENALTY 2008 | 625.00 |
| DISABLED VETERAN PLT | 12.00 |
| DUPLICATE RECEIPT | 8.00 |
| ENDING HOMELESSNESS DONATION | 5.00 |
| EVIDENCE TESTING DONATION | 5.00 |
| INQUIRY | 2.00 |
| INSPECTION FEE-1YR | 2,130.00 |
| INSPECTION FEE-CDEC | 0.00 |
| INSPECTION FEE-CW | 198.00 |
| INSPECTION FEE-NLTSI | 8.25 |
| INSPECTION FEE-OBNDL | 16.50 |
| INSPECTION FEE-TLMC | 75.00 |
| LARGE STAR WHITE/BLACK C RNW | 150.00 |
| LATE REGISTRATION PENALTY | 10.80 |
| LONE STAR 1836 C APL | 0.00 |



Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 02/2023 - 02/2023

Registration and Title System Report

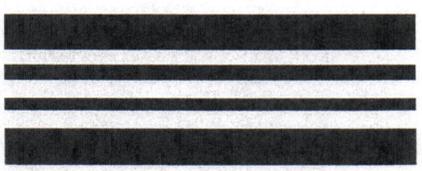


Start Month: February
Funds Category: All
Office: 134 - KIMBLE

End Month: February
Start Year: 2023
End Year: 2023

Office Category: County

| Fees Collected | |
|-----------------------------|-------------|
| Accounting Fees Description | Amount (\$) |
| MISCELLANEOUS FEES | 1.00 |
| MOBILITY / CLEAN AIR FEE | 120.00 |
| NATIVE TEXAN PLT | 30.00 |
| ONLINE DISCOUNT | (35.00) |
| ORGAN DONOR FEE | 5.00 |
| P&H 144 HOUR PERMIT | 50.00 |
| P&H 30-DAY PERMIT | 150.00 |
| P&H ANTIQUE PLT | 50.00 |
| P&H COMBINATION PLT | 2,215.00 |
| P&H MAIL IN FEE | 80.75 |
| P&H ONE TRIP PERMIT | 5.00 |
| P&H PLATE STICKER | 3,831.00 |
| P&H REGISTRATION CORRECTION | 18.00 |
| P&H TMP PERMIT FEE | 38.00 |
| P&H TXO COMP | (70.00) |
| P&H TXO FEE | 166.25 |
| P&H WALK IN FEE | 1,757.50 |
| P&H WINDSHIELD STICKER | 15,276.66 |
| PERSONALIZED PLATE FEE | 80.00 |



Texas Department of Motor Vehicles

RTS.FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 02/2023 - 02/2023

Registration and Title System Report

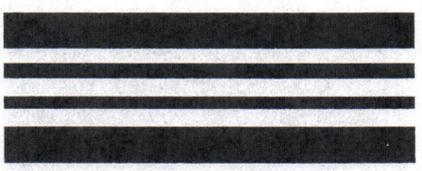


Start Month: February
Funds Category: All
Office: 134 - KIMBLE

End Month: February
Start Year: 2023
End Year: 2023

Office Category: County

| Fees Collected | |
|---------------------------------|------------------|
| Accounting Fees Description | Amount (\$) |
| RATTLESNAKE PLT | 30.00 |
| REG FEE-DPS | 287.00 |
| REGIS. CREDIT REMAINING | (205.12) |
| REPLACEMENT FEE | 120.00 |
| SPECIAL OLYMPICS TEXAS FEE | 5.00 |
| STATE PARKS DONATION | 10.00 |
| TEMPORARY DISABLED PLACARD | 10.00 |
| TRANSFER | 105.00 |
| VETERANS' FUND | 15.00 |
| REGISTRATION - Sub Total | 30,914.59 |
| SALES TAX | |
| REGISTRATION EMISSIONS FEE | 389.50 |
| SALES TAX FEE | 22,973.74 |
| SALES TAX PENALTY FEE | 213.27 |
| TERP TITLE FEE | 930.00 |
| SALES TAX - Sub Total | 24,506.51 |
| TITLE | |
| TITLE APPLICATION FEE | 806.00 |
| TITLE - Sub Total | 806.00 |



Texas Department of Motor Vehicles

RTS:FIN,012

FEE COLLECTION AND DISTRIBUTION REPORT

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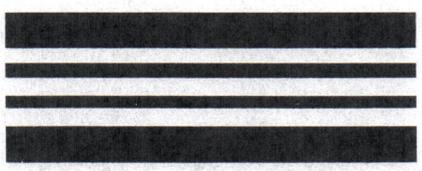
Registration and Title System Report



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

| Fees Collected | |
|---------------------------------|------------------|
| Accounting Fees Description | Amount (\$) |
| YOUNG FARMER | |
| YOUNG FARMER PROGRAM | 65.00 |
| YOUNG FARMER - Sub Total | 65.00 |
| Total | 56,292.10 |

| Funds Distribution | | | | |
|---------------------|-----------------------|---------------------|--------------------|--------------------|
| Funds Category | TxDMV Amount Due (\$) | County Amt Due (\$) | Other Amt Due (\$) | Total Amt Due (\$) |
| REGISTRATION | | | | |
| ANT TXDMV PART | 50.00 | 0.00 | 0.00 | 50.00 |
| AUTOMATION FEE | 224.00 | 0.00 | 0.00 | 224.00 |
| CO R & B FUND | 0.00 | 21,351.34 | 0.00 | 21,351.34 |
| DELO TRANSFER | 5.00 | 5.00 | 0.00 | 10.00 |
| DELO TRNSF CNTY | 0.00 | 312.50 | 0.00 | 312.50 |
| DELO TRNSF EDUC | 120.00 | 0.00 | 0.00 | 120.00 |
| DELO TRNSF FND6 | 192.50 | 0.00 | 0.00 | 192.50 |
| DP CARD | 10.00 | 0.00 | 0.00 | 10.00 |
| DUPL RECEIPT | 0.00 | 8.00 | 0.00 | 8.00 |
| ENDING HOMELESS | 5.00 | 0.00 | 0.00 | 5.00 |
| EVIDENCE TESTNG | 5.00 | 0.00 | 0.00 | 5.00 |



Texas Department of Motor Vehicles

RTS:FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

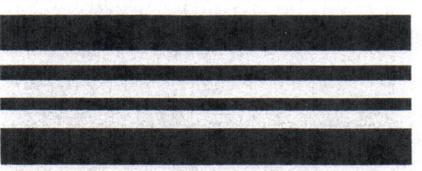
Date Range: 02/2023 - 02/2023

Registration and Title System Report

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



| Funds Distribution | | | | |
|--------------------|-----------------------|---------------------|--------------------|--------------------|
| Funds Category | TxDMV Amount Due (\$) | County Amt Due (\$) | Other Amt Due (\$) | Total Amt Due (\$) |
| INQUIRY FEES | 0.00 | 2.00 | 0.00 | 2.00 |
| INSP TCEQ-1 | 594.00 | 0.00 | 0.00 | 594.00 |
| INSP TCEQ-3 | 1.50 | 0.00 | 0.00 | 1.50 |
| INSP TCEQ-4 | 32.00 | 0.00 | 0.00 | 32.00 |
| INSP TERP | 90.00 | 0.00 | 0.00 | 90.00 |
| INSP TMF-EMISS | 6.00 | 0.00 | 0.00 | 6.00 |
| INSP TXMBLTY-1 | 1,039.50 | 0.00 | 0.00 | 1,039.50 |
| INSP TXMBLTY-3 | 90.00 | 0.00 | 0.00 | 90.00 |
| INSP TXMBLTY-4 | 56.00 | 0.00 | 0.00 | 56.00 |
| INSP TXONLINE-1 | 606.00 | 0.00 | 0.00 | 606.00 |
| INSP TXONLINE-2 | 0.75 | 0.00 | 0.00 | 0.75 |
| MBLTY / CLN AIR | 32.00 | 0.00 | 0.00 | 32.00 |
| MISC FEES | 0.00 | 1.00 | 0.00 | 1.00 |
| OPT RD & B FEE | 0.00 | 3,500.00 | 0.00 | 3,500.00 |
| ORGAN DONOR | 5.00 | 0.00 | 0.00 | 5.00 |
| P&H CNTY MAILIN | 0.00 | 39.10 | 0.00 | 39.10 |
| P&H CNTY TMPT F | 0.00 | 38.00 | 0.00 | 38.00 |
| P&H CNTY TXO | 0.00 | 8.75 | 0.00 | 8.75 |



Texas Department of Motor Vehicles

RTS:FIN.012

FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 02/2023 - 02/2023

Registration and Title System Report

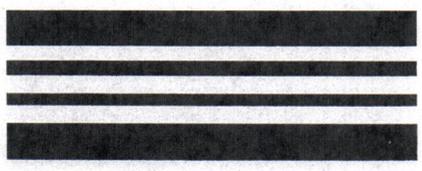


Start Month: February End Month: February Start Year: 2023 End Year: 2023 Office Category: County

Funds Category: All

Office: 134 - KIMBLE

| Funds Distribution | | | | |
|--------------------|-----------------------|---------------------|--------------------|--------------------|
| Funds Category | TxDMV Amount Due (\$) | County Amt Due (\$) | Other Amt Due (\$) | Total Amt Due (\$) |
| P&H CNTY WALKIN | 0.00 | 851.00 | 0.00 | 851.00 |
| P&H DMV COMP | 894.65 | 0.00 | 0.00 | 894.65 |
| P&H TXO COMP | (70.00) | 0.00 | 0.00 | (70.00) |
| P&H TXO DISCNT | (35.00) | 0.00 | 0.00 | (35.00) |
| REG FEE-DPS | 287.00 | 0.00 | 0.00 | 287.00 |
| REPL FEE \$6 | 70.00 | 50.00 | 0.00 | 120.00 |
| SP-NATIVE TEXAN | 22.00 | 0.00 | 0.00 | 22.00 |
| SP-PERSONALIZE | 77.50 | 0.00 | 0.00 | 77.50 |
| SP-RATTLESNAKE | 22.00 | 0.00 | 0.00 | 22.00 |
| SP-TXDOT VP CRD | (0.50) | 0.00 | 0.00 | (0.50) |
| SPCL OLYMPICS | 5.00 | 0.00 | 0.00 | 5.00 |
| SPL CNTY COMMSN | 0.00 | 2.00 | 0.00 | 2.00 |
| SPL TXDMV PART | 1.50 | 0.00 | 0.00 | 1.50 |
| SPL TXDOT PART | 27.00 | 0.00 | 0.00 | 27.00 |
| STATE PARKS | 10.00 | 0.00 | 0.00 | 10.00 |
| TRANS OF REGIS | 52.50 | 52.50 | 0.00 | 105.00 |
| VENDOR DMV RNWL | 8.00 | 0.00 | 0.00 | 8.00 |
| VENDOR FD6 05% | 7.10 | 0.00 | 0.00 | 7.10 |



Texas Department of Motor Vehicles

RTS.FIN.012

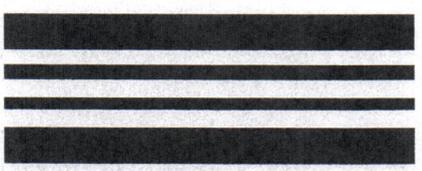
FEE COLLECTION AND DISTRIBUTION REPORT

Date Range: 02/2023 - 02/2023

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



| Funds Distribution | | | | |
|---------------------------------|-----------------------|---------------------|--------------------|--------------------|
| Funds Category | TxDMV Amount Due (\$) | County Amt Due (\$) | Other Amt Due (\$) | Total Amt Due (\$) |
| VENDR CNTY CMSN | 0.00 | 0.50 | 0.00 | 0.50 |
| VETERANS' FUND | 15.00 | 0.00 | 0.00 | 15.00 |
| VNDRFD1 DMV 95% | 134.90 | 0.00 | 0.00 | 134.90 |
| REGISTRATION - Sub Total | 4,692.90 | 26,221.69 | 0.00 | 30,914.59 |
| SALES TAX | | | | |
| REGIS EMISSIONS | 0.00 | 0.00 | 389.50 | 389.50 |
| SALES TAX | 0.00 | 0.00 | 23,187.01 | 23,187.01 |
| TERP TITLE FEE | 0.00 | 0.00 | 930.00 | 930.00 |
| SALES TAX - Sub Total | 0.00 | 0.00 | 24,506.51 | 24,506.51 |
| TITLE | | | | |
| TITLE APPL FEES | 186.00 | 310.00 | 0.00 | 496.00 |
| TITLE APPL-COMP | 310.00 | 0.00 | 0.00 | 310.00 |
| TITLE - Sub Total | 496.00 | 310.00 | 0.00 | 806.00 |
| YOUNG FARMER | | | | |
| YOUNG FARMER FD | 0.00 | 0.00 | 65.00 | 65.00 |
| YOUNG FARMER - Sub Total | 0.00 | 0.00 | 65.00 | 65.00 |
| Total | 5,188.90 | 26,531.69 | 24,571.51 | 56,292.10 |



3/13/2023 3:39:26PM

Totals for Entity: BPGKM BPP KIMBLE COUNTY

Fiscal Year: 2023

| Year | Original Tax | Adjustments | Adjusted Tax | Base Tax Pd | Under | Disc | Eff Taxes Paid | Penalty | Interest | Att. Fee | Overage | Payments | Balance | % |
|---------------------------------|--------------|-------------|--------------|-------------|-------|------|----------------|---------|----------|----------|---------|-----------|----------|--------|
| 2006 | 11.19 | 0.00 | 11.19 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11.19 | .0000 |
| 2010 | 8.89 | 0.00 | 8.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8.89 | .0000 |
| 2011 | 10.01 | 0.00 | 10.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 10.01 | .0000 |
| 2012 | 20.64 | 0.00 | 20.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.64 | .0000 |
| 2013 | 4.36 | 0.00 | 4.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.36 | .0000 |
| 2014 | 6.67 | 0.00 | 6.67 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.67 | .0000 |
| 2015 | 107.84 | 0.00 | 107.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 107.84 | .0000 |
| 2016 | 122.84 | 0.00 | 122.84 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 122.84 | .0000 |
| 2017 | 56.89 | 0.00 | 56.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 56.89 | .0000 |
| 2018 | 65.09 | 0.00 | 65.09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 65.09 | .0000 |
| 2019 | 84.77 | 0.00 | 84.77 | 1.75 | 0.00 | 0.00 | 1.75 | 0.21 | 0.63 | 0.52 | 0.00 | 3.11 | 83.02 | .0206 |
| 2020 | 78.88 | 0.00 | 78.88 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 78.88 | .0000 |
| 2021 | 243.44 | 0.00 | 243.44 | 3.82 | 0.00 | 0.00 | 3.82 | 0.46 | 0.50 | 0.96 | 0.00 | 5.74 | 239.62 | .0157 |
| 2022 | 1,013.66 | 0.00 | 1,013.66 | -157.08 | 0.02 | 0.00 | -157.06 | 1.58 | 0.27 | 0.00 | 0.00 | -155.23 | 1,170.72 | -.1549 |
| Totals for All Delinquent Years | | | | | | | | | | | | | | |
| | 821.51 | 0.00 | 821.51 | 5.57 | 0.00 | 0.00 | 5.57 | 0.67 | 1.13 | 1.48 | 0.00 | 8.85 | 815.94 | |
| Totals for All Years: | | | | | | | | | | | | | | |
| | 1,835.17 | 0.00 | 1,835.17 | -151.51 | 0.02 | 0.00 | -151.49 | 2.25 | 1.40 | 1.48 | 0.00 | -146.38 | 1,986.66 | -0.12 |
| Refunds Paid: | | | | | | | | | | | | | | |
| | | | | -1,066.87 | | | | 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

February 2023 (02/01/2023 - 02/28/2023)

3/13/2023 3:39:26PM

Totals for Entity: GKM KIMBLE COUNTY

Fiscal Year: 2023

| Year | Original Tax | Adjustments | Adjusted Tax | Base Tax Pd | Under | Disc | Eff Taxes Paid | Penalty | Interest | Att Fee | Overage | Payments | Balance | % |
|------|--------------|-------------|--------------|-------------|-------|------|----------------|---------|----------|---------|---------|----------|----------|-------|
| 1979 | 3.86 | 0.00 | 3.86 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.86 | .0000 |
| 1981 | 28.24 | 0.00 | 28.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28.24 | .0000 |
| 1985 | 20.15 | 0.00 | 20.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.15 | .0000 |
| 1987 | 21.40 | 0.00 | 21.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21.40 | .0000 |
| 1988 | 23.54 | 0.00 | 23.54 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23.54 | .0000 |
| 1989 | 24.58 | 0.00 | 24.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24.58 | .0000 |
| 1990 | 25.31 | 0.00 | 25.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.31 | .0000 |
| 1991 | 58.02 | 0.00 | 58.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 58.02 | .0000 |
| 1992 | 76.17 | 0.00 | 76.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 76.17 | .0000 |
| 1993 | 82.23 | 0.00 | 82.23 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 82.23 | .0000 |
| 1994 | 84.71 | 0.00 | 84.71 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 84.71 | .0000 |
| 1995 | 97.94 | 0.00 | 97.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 97.94 | .0000 |
| 1996 | 144.29 | 0.00 | 144.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 144.29 | .0000 |
| 1997 | 178.80 | 0.00 | 178.80 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 178.80 | .0000 |
| 1998 | 217.37 | 0.00 | 217.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 217.37 | .0000 |
| 1999 | 157.12 | 0.00 | 157.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 157.12 | .0000 |
| 2000 | 153.42 | 0.00 | 153.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 153.42 | .0000 |
| 2001 | 76.97 | 0.00 | 76.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 76.97 | .0000 |
| 2002 | 82.06 | 0.00 | 82.06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 82.06 | .0000 |
| 2003 | 840.39 | 0.00 | 840.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 840.39 | .0000 |
| 2004 | 587.04 | 0.00 | 587.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 587.04 | .0000 |
| 2005 | 643.00 | 0.00 | 643.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 643.00 | .0000 |
| 2006 | 972.12 | 0.00 | 972.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 972.12 | .0000 |
| 2007 | 830.41 | 0.00 | 830.41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 830.41 | .0000 |
| 2008 | 884.26 | 0.00 | 884.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 884.26 | .0000 |
| 2009 | 1,080.34 | 0.00 | 1,080.34 | 2.14 | 0.00 | 0.00 | 2.14 | 0.26 | 3.34 | 1.15 | 0.00 | 6.89 | 1,078.20 | .0020 |
| 2010 | 990.01 | 0.00 | 990.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 990.01 | .0000 |
| 2011 | 1,203.25 | 0.00 | 1,203.25 | 0.19 | 0.00 | 0.00 | 0.19 | 0.02 | 0.26 | 0.10 | 0.00 | 0.57 | 1,203.06 | .0002 |
| 2012 | 1,372.99 | 0.00 | 1,372.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,372.99 | .0000 |
| 2013 | 1,651.09 | 0.00 | 1,651.09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,651.09 | .0000 |
| 2014 | 1,947.20 | 0.00 | 1,947.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,947.20 | .0000 |
| 2015 | 3,335.82 | 0.00 | 3,335.82 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,335.82 | .0000 |
| 2016 | 4,240.07 | 0.00 | 4,240.07 | 13.98 | 0.00 | 0.00 | 13.98 | 1.68 | 9.93 | 5.12 | 0.00 | 30.71 | 4,226.09 | .0033 |
| 2017 | 4,206.04 | 0.00 | 4,206.04 | 10.45 | 0.00 | 0.00 | 10.45 | 1.25 | 6.17 | 3.57 | 0.00 | 21.44 | 4,195.59 | .0025 |

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

February 2023 (02/01/2023 - 02/28/2023)

3/13/2023 3:39:26PM

Totals for Entity: GKM KIMBLE COUNTY

Fiscal Year: 2023

| Year | Original Tax | Adjustments | Adjusted Tax | Base Tax Pd | Under | Disc | Eff Taxes Paid | Penalty | Interest | Att. Fee | Overage | Payments | Balance | % |
|---------------------------------|--------------|-------------|--------------|--------------|-------|----------|----------------|----------|----------|----------|---------|--------------|------------|--------|
| 2018 | 8,216.69 | 0.00 | 8,216.69 | -61.11 | 0.00 | -7.39 | -68.50 | 21.32 | 87.06 | 57.21 | 0.00 | 104.48 | 8,285.19 | -0.083 |
| 2019 | 8,812.45 | 0.00 | 8,812.45 | -285.71 | 0.00 | -6.61 | -292.32 | 9.57 | 31.12 | 25.49 | 0.00 | -219.53 | 9,104.77 | -0.332 |
| 2020 | 11,673.89 | 0.00 | 11,673.89 | 729.89 | 0.00 | -7.60 | 722.29 | 108.84 | 219.44 | 247.04 | 0.00 | 1,305.21 | 10,951.60 | .0619 |
| 2021 | 40,990.33 | 0.00 | 40,990.33 | 6,749.50 | 0.00 | -13.31 | 6,736.19 | 663.66 | 683.02 | 1,385.91 | 0.00 | 9,482.09 | 34,254.14 | .1643 |
| 2022 | 1,347,397.76 | 86.25 | 1,347,484.01 | 1,060,128.90 | 3.33 | 1,417.09 | 1,061,549.32 | 4,234.41 | 706.06 | 0.00 | 6.23 | 1,065,075.60 | 285,934.69 | .7878 |
| Totals for All Delinquent Years | | | | | | | | | | | | | | |
| | 96,033.57 | 0.00 | 96,033.57 | 7,159.33 | 0.00 | -34.91 | 7,124.42 | 806.60 | 1,040.34 | 1,725.59 | 0.00 | 10,731.86 | 88,909.15 | |
| Totals for All Years: | | | | | | | | | | | | | | |
| | 1,443,431.33 | 86.25 | 1,443,517.58 | 1,067,288.23 | 3.33 | 1,382.18 | 1,068,673.74 | 5,041.01 | 1,746.40 | 1,725.59 | 6.23 | 1,075,807.46 | 374,843.84 | 0.98 |
| Refunds Paid: | | | | | | | | | | | | | | |
| | | | | -3,778.25 | | -64.12 | | -7.27 | -1.86 | -2.11 | -0.01 | -3,789.50 | | |

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

3/13/2023 3:39:26PM

Totals for Entity: All

Fiscal Year: 2023

| Year | Original Tax | Adjustments | Adjusted Tax | Base Tax Pd | Under | Disc | Eff Taxes Paid | Penalty | Interest | Att. Fee | Overage | Payments | Balance | % |
|------|--------------|-------------|--------------|-------------|-------|------|----------------|---------|----------|----------|---------|----------|----------|-------|
| 1979 | 3.86 | 0.00 | 3.86 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.86 | .0000 |
| 1981 | 28.24 | 0.00 | 28.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28.24 | .0000 |
| 1985 | 20.15 | 0.00 | 20.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.15 | .0000 |
| 1987 | 21.40 | 0.00 | 21.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 21.40 | .0000 |
| 1988 | 23.54 | 0.00 | 23.54 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23.54 | .0000 |
| 1989 | 24.58 | 0.00 | 24.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24.58 | .0000 |
| 1990 | 25.31 | 0.00 | 25.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.31 | .0000 |
| 1991 | 58.02 | 0.00 | 58.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 58.02 | .0000 |
| 1992 | 76.17 | 0.00 | 76.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 76.17 | .0000 |
| 1993 | 82.23 | 0.00 | 82.23 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 82.23 | .0000 |
| 1994 | 84.71 | 0.00 | 84.71 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 84.71 | .0000 |
| 1995 | 97.94 | 0.00 | 97.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 97.94 | .0000 |
| 1996 | 144.29 | 0.00 | 144.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 144.29 | .0000 |
| 1997 | 178.80 | 0.00 | 178.80 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 178.80 | .0000 |
| 1998 | 217.37 | 0.00 | 217.37 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 217.37 | .0000 |
| 1999 | 157.12 | 0.00 | 157.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 157.12 | .0000 |
| 2000 | 153.42 | 0.00 | 153.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 153.42 | .0000 |
| 2001 | 76.97 | 0.00 | 76.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 76.97 | .0000 |
| 2002 | 82.06 | 0.00 | 82.06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 82.06 | .0000 |
| 2003 | 840.39 | 0.00 | 840.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 840.39 | .0000 |
| 2004 | 587.04 | 0.00 | 587.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 587.04 | .0000 |
| 2005 | 643.00 | 0.00 | 643.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 643.00 | .0000 |
| 2006 | 983.31 | 0.00 | 983.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 983.31 | .0000 |
| 2007 | 830.41 | 0.00 | 830.41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 830.41 | .0000 |
| 2008 | 884.26 | 0.00 | 884.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 884.26 | .0000 |
| 2009 | 1,080.34 | 0.00 | 1,080.34 | 2.14 | 0.00 | 0.00 | 2.14 | 0.26 | 3.34 | 1.15 | 0.00 | 6.89 | 1,078.20 | .0020 |
| 2010 | 998.90 | 0.00 | 998.90 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 998.90 | .0000 |
| 2011 | 1,213.26 | 0.00 | 1,213.26 | 0.19 | 0.00 | 0.00 | 0.19 | 0.02 | 0.26 | 0.10 | 0.00 | 0.57 | 1,213.07 | .0002 |
| 2012 | 1,393.63 | 0.00 | 1,393.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,393.63 | .0000 |
| 2013 | 1,655.45 | 0.00 | 1,655.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,655.45 | .0000 |
| 2014 | 1,953.87 | 0.00 | 1,953.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,953.87 | .0000 |
| 2015 | 3,443.66 | 0.00 | 3,443.66 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,443.66 | .0000 |
| 2016 | 4,362.91 | 0.00 | 4,362.91 | 13.98 | 0.00 | 0.00 | 13.98 | 1.68 | 9.93 | 5.12 | 0.00 | 30.71 | 4,348.93 | .0032 |
| 2017 | 4,262.93 | 0.00 | 4,262.93 | 10.45 | 0.00 | 0.00 | 10.45 | 1.25 | 6.17 | 3.57 | 0.00 | 21.44 | 4,252.48 | .0025 |

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

3/13/2023 3:39:26PM

February 2023 (02/01/2023 - 02/28/2023)

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 | -61.11 | 0.00 | -7.39 | -68.50 | 21.32 | 87.06 | 57.21 | 0.00 | 104.48 | 8,350.28 | -0.083 |
| 2019 | 8,897.22 | 0.00 | 8,897.22 | -283.96 | 0.00 | -6.61 | -290.57 | 9.78 | 31.75 | 26.01 | 0.00 | -216.42 | 9,187.79 | -0.327 |
| 2020 | 11,752.77 | 0.00 | 11,752.77 | 729.89 | 0.00 | -7.60 | 722.29 | 108.84 | 219.44 | 247.04 | 0.00 | 1,305.21 | 11,030.48 | .0615 |
| 2021 | 41,233.77 | 0.00 | 41,233.77 | 6,753.32 | 0.00 | -13.31 | 6,740.01 | 664.12 | 683.52 | 1,386.87 | 0.00 | 9,487.83 | 34,493.76 | .1635 |
| 2022 | 1,348,411.42 | 86.25 | 1,348,497.67 | 1,059,971.82 | 3.35 | 1,417.09 | 1,061,392.26 | 4,235.99 | 706.33 | 0.00 | 6.23 | 1,064,920.37 | 287,105.41 | .7871 |
| Totals for All Delinquent Years | | | | | | | | | | | | | | |
| | 96,855.08 | 0.00 | 96,855.08 | 7,164.90 | 0.00 | -34.91 | 7,129.99 | 807.27 | 1,041.47 | 1,727.07 | 0.00 | 10,740.71 | 89,725.09 | |
| Totals for All Years: | | | | | | | | | | | | | | |
| | 1,445,266.50 | 86.25 | 1,445,352.75 | 1,067,136.72 | 3.35 | 1,382.18 | 1,068,522.25 | 5,043.26 | 1,747.80 | 1,727.07 | 6.23 | 1,075,661.08 | 376,830.50 | 0.98 |
| Refunds Paid: | | | | | | | | | | | | | | |
| | | | | -4,845.12 | | -64.12 | | -7.27 | -1.86 | -2.11 | -0.01 | -4,856.37 | | |

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

SUBDIVISION EXCEPTION RULINGS

| Date | Parties | Request | Decision | Exemption |
|---------|--------------------|---|---------------------|---|
| 2/21/23 | Puuku Ranches, LLC | Plat Amendment to correct inaccurate course & distance | Granted | TLGC 232.011; Subdivision Reg 4.4 |
| 3/8/23 | Newbury/Tomlinson | Division of family property into 2 tracts to convey to family Exemption based on plot size, location and no public, private roads dedicated to public use, etc. | Granted | TLGC 232.005 (c) (1) & (2), Section 232.005(e) and Section 232.005 (f) |
| 3/8/23 | Collin Wood/FM 385 | | Could not determine | TLGC 232.0015(f) and 232.001(a)(3) |

Racial Profiling Report | Full

Agency Name: KIMBLE CO. SHERIFF'S OFFICE

Reporting Date: 02/24/2023

TCOLE Agency Number: 267100

Chief Administrator: GARY A. CASTLEBERRY JR

Agency Contact Information:

Phone: (325) 446-2766

Email: allen.castleberry@co.kimble.tx.us

Mailing Address:

415 PECAN ST.

JUNCTION, TX 76849

This Agency filed a full report

KIMBLE CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the KIMBLE CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the KIMBLE CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the KIMBLE CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the KIMBLE CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the KIMBLE CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The KIMBLE CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: STEVEN R. BROWN
CHIEF DEPUTY

Date: 02/24/2023

Total stops: 3887

Street address or approximate location of the stop

| | |
|---------------------------|------|
| City street | 36 |
| US highway | 3545 |
| County road | 1 |
| State highway | 270 |
| Private property or other | 35 |

Was race or ethnicity known prior to stop?

| | |
|-----|------|
| Yes | 35 |
| No | 3852 |

Race / Ethnicity

| | |
|---------------------------------|------|
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 117 |
| Black | 403 |
| White | 1371 |
| Hispanic / Latino | 1994 |

Gender

| | |
|---------------------------------|-------------|
| Female | 973 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 27 |
| Black | 103 |
| White | 382 |
| Hispanic / Latino | 460 |
| Male | 2914 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 90 |
| Black | 300 |
| White | 989 |
| Hispanic / Latino | 1534 |

Reason for stop?

| | |
|---------------------------------|------------|
| Violation of law | 965 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 14 |
| Black | 102 |
| White | 272 |

| | |
|----------------------------------|-------------|
| Hispanic / Latino | 577 |
| Preexisting knowledge | 13 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 3 |
| Hispanic / Latino | 10 |
| Moving traffic violation | 2541 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 91 |
| Black | 285 |
| White | 945 |
| Hispanic / Latino | 1239 |
| Vehicle traffic violation | 368 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 12 |
| Black | 36 |
| White | 151 |
| Hispanic / Latino | 168 |
| Was a search conducted? | |
| Yes | 312 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 5 |
| Black | 59 |
| White | 86 |
| Hispanic / Latino | 162 |
| No | 3575 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 112 |
| Black | 344 |
| White | 1285 |
| Hispanic / Latino | 1832 |
| Reason for Search? | |
| Consent | 88 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 1 |
| Black | 13 |
| White | 27 |

| | |
|---------------------------------|------------|
| Hispanic / Latino | 47 |
| Contraband | 8 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 5 |
| White | 0 |
| Hispanic / Latino | 3 |
| Probable | 170 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 4 |
| Black | 35 |
| White | 50 |
| Hispanic / Latino | 81 |
| Inventory | 22 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 4 |
| Hispanic / Latino | 18 |
| Incident to arrest | 24 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 6 |
| White | 5 |
| Hispanic / Latino | 13 |

Was Contraband discovered?

| | |
|---------------------------------|------------|
| Yes | 167 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 3 |
| Black | 40 |
| White | 42 |
| Hispanic / Latino | 82 |
| No | 145 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 2 |
| Black | 19 |
| White | 44 |
| Hispanic / Latino | 80 |

Did the finding result in arrest?
(total should equal previous column)

| | | | |
|-----|----|----|----|
| Yes | 0 | No | 0 |
| Yes | 0 | No | 3 |
| Yes | 5 | No | 35 |
| Yes | 6 | No | 36 |
| Yes | 11 | No | 71 |

Description of contraband

| | |
|---------------------------------|------------|
| Drugs | 138 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 3 |
| Black | 36 |
| White | 33 |
| Hispanic / Latino | 66 |
| Weapons | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 0 |
| Currency | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 1 |
| Alcohol | 12 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 1 |
| White | 6 |
| Hispanic / Latino | 5 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 16 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 3 |
| White | 3 |
| Hispanic / Latino | 10 |
| Result of the stop | |
| Verbal warning | 275 |

| | |
|-----------------------------------|-------------|
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 9 |
| Black | 22 |
| White | 87 |
| Hispanic / Latino | 157 |
| Written warning | 666 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 20 |
| Black | 69 |
| White | 241 |
| Hispanic / Latino | 336 |
| Citation | 2926 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 88 |
| Black | 308 |
| White | 1037 |
| Hispanic / Latino | 1491 |
| Written warning and arrest | 5 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 1 |
| Hispanic / Latino | 2 |
| Citation and arrest | 14 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 4 |
| Hispanic / Latino | 8 |
| Arrest | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 9 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

| | |
|------------------------------------|----------|
| Black | 2 |
| White | 3 |
| Hispanic / Latino | 4 |
| Violation of Traffic Law | 8 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 2 |
| White | 2 |
| Hispanic / Latino | 4 |
| Violation of City Ordinance | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Outstanding Warrant | 3 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 2 |

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------------|-------------|
| Yes | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 1 |
| Hispanic / Latino | 0 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 3886 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 117 |
| Black | 403 |
| White | 1370 |
| Hispanic / Latino | 1994 |

Kimble County Professional Engineering Services RFQ No. 2023-01-PE SUBDV

Proposal Due Date/Time: March 13, 2023 @ 5:00 p.m.

| PROPOSERS: | Max. Points | Amount | Score | Amount | Score |
|---|-------------|--------|-------------|--------|-------|
| Proposal | | | | | |
| Fee proposal (if any) | 10 | | N/A | | |
| Supervisory Personnel | 10 | | 6.4 | | |
| CM&R Qualifications, Exper. on Similar Proji. | 20 | | 14.2 | | |
| Responsiveness to the RFP | 10 | | 7.2 | | |
| Past Performance w/ Kimble County or Others | 10 | | 6.2 | | |
| Overall Reputation for Successful Completion | 15 | | 10.2 | | |
| Financial Ability to Perform | 15 | | 11.2 | | |
| Location of Firm Relative to Kimble County | 10 | | 8.2 | | |
| TOTAL SCORE | 100 | | 63.6 | | |

Notes

Kimble County Professional Engineering Services RFQ No. 2023-01-PE SUBDV

Proposal Due Date/Time: March 13, 2023 @ 5:00 p.m.

| PROPOSERS: | Max. Points | Amount | Score | Amount | Score |
|--|-------------|--------|----------|--------|----------|
| Proposal | | | | | |
| Fee proposal (if any) | 10 | | | | |
| Supervisory Personnel | 10 | | | | |
| CM&R Qualifications, Exper. on Similar Proj. | 20 | | | | |
| Responsiveness to the RFP | 10 | | | | |
| Past Performance w/ Kimble County or Others | 10 | | | | |
| Overall Reputation for Successful Completion | 15 | | | | |
| Financial Ability to Perform | 15 | | | | |
| Location of Firm Relative to Kimble County | 10 | | | | |
| TOTAL SCORE | 100 | | 0 | | 0 |

Notes

**INTERLOCAL COOPERATION CONTRACT BETWEEN
KINNEY COUNTY AND Kimble COUNTY**

2022 TxCDBG Colonia Fund: Planning & Needs Assessment

SECTION 1. CONTRACTING PARTIES and AUTHORITY

Kinney County and Kimble County agree to enter into this Interlocal Cooperation Contract (Contract) as authorized by Texas Government Code, Chapter 791(the Interlocal Cooperation Act) and Texas Local Government Code, Chapter 262.

Kinney County certifies that it has authority from its governing body to contract for the governmental functions and services agreed upon in this Contract by the authority granted in Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 262.

Kimble County certifies that is has authority from its governing body to contract for the governmental functions and services agreed upon in this Contract by the authority granted in Texas Government Code, Chapter 791 and Texas Local Government Code, Chapter 262.

SECTION 2. PURPOSE OF THE AGREEMENT

Kinney County, and Kimble County each desire to develop viable communities, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low to moderate income.

The Texas Department of Agriculture (TDA) has made available the Colonia Fund: Planning & Needs Assessment (CFP) Program, to provide U.S. Department of Housing and Urban Development (HUD) funds through the Texas Community Development Block Grant (TxCDBG) program to identify the specific needs of colonia communities in Texas. A colonia is any identifiable unincorporated community that is within 150 miles of the border between the United States and Mexico; is determined to be a colonia on the basis of objective criteria, including lack of potable water supply, lack of adequate sewage systems, and lack of decent, safe, and sanitary housing; and was in existence as a colonia before the date of the enactment of the Cranston-Gonzalez National Affordable Housing Act (November 28, 1990).

Under the terms of CFP grant, Kimble County is entitled to receive planning and needs assessment services for colonia communities located within its geographic boundaries. Services will be provided by a third-party service provider with which Kinney County will contract for services.

Kinney County submitted an application for the CFP Program and Kimble County agrees to partner in that application.

SECTION 3. ANCHOR COUNTY DUTIES AND RESPONSIBILITIES

Kinney County applied for CFP funding, requesting funds on behalf of the residents of its county, as well as the residents of a multi-county planning and needs assessment area (Region) as beneficiaries. Kinney County's Region was created and assigned by TDA, with notice to all affected counties, and consists of the following counties:

Kinney County will contract with a third-party service provider to conduct certain planning and needs assessment activities, which will assess and determine the colonias-related needs of each county in Kinney County's Region. Kinney County agrees to act as agent and fiduciary for Kimble County and will ensure that planning and needs assessment services are provided for each colonia community located within Kimble County in a fair and equitable manner consistent with services provided for all other partner counties in the Region.

Kinney County agrees to provide Kimble County and TDA a copy of its contract with the third-party service provider conducting the planning and needs assessment activity.

In the performance of its duties under this Contract, as well as its duties arising under any related third-party contracts or agreements, Kinney County is responsible for federal, state, and CDBG program requirements, including contracting and contract management requirements, reporting requirements, and financial management requirements. Kinney County will require its third-party service provider to provide as a deliverable sufficient information regarding the results of the planning and needs assessment activity for Kimble County to allow Kinney County to determine that the activity is complete and payment is due to the service provider.

Kinney County agrees to provide Kimble County and TDA a copy of the results of the planning and needs assessment activity for review and approval.

SECTION 4. PARTNER COUNTY DUTIES AND RESPONSIBILITIES

Kimble County has determined that the activities of the CFP Program will significantly benefit residents of Kimble County, and that it is appropriate and in the best interests of Kimble County to partner with Kinney County in its CFP Program application for funding under the TxCDBG program.

Kimble County hereby authorizes Kinney County to act as the lead grant recipient, and thereby be responsible for compliance with applicable State and Federal requirements of the TxCDBG grant agreement and in maintaining a program budget.

Kimble County agrees to make available to the third-party service provider its county records and similar resources as necessary to conduct the planning and needs assessment activities.

Kimble County will provide Kinney County and TDA notice of its approval or disapproval of the results of the planning and needs assessment activity within thirty (30) business days of receipt of the results. Failure of Kimble County to provide any notice of approval or disapproval within thirty (30) business days shall constitute approval.

Kimble County acknowledges and understands that this Contract does not secure or in any other manner guarantee an award of TxCDBG program funding to Kimble County based on the final needs assessment issued by Kinney County's third-party service provider or under any other circumstances.

SECTION 5. TERM

The term of this Contract commences on the date the last party executes the Contract and ends on August 31, 2023. The parties may exercise up to two (2) one-year options to renew to accomplish the purposes of the Contract provided the renewal is mutually agreed upon and authorized by each party's governing body.

SECTION 6. CONSIDERATION; NO COMPENSATION

The parties agree their mutual promises to each other pursuant to this Contract serves as the sole consideration for the Contract with each party owing no compensation to the other party for performance under this Contract.

SECTION 7. COOPERATION and INFORMATION

The parties agree to cooperate and act in good faith to perform their duties under this Contract in a timely manner and avoid unnecessary delays. The parties understand, agree, and consent to share and make available such information and records necessary for the third-party service provider to perform its planning and needs assessment duties under its agreement with Kinney County. The parties further understand and agree that certain information shared between them and provided to the third-party service provider may be subject to disclosure pursuant to the Texas Public Information Act (Act), Tex. Gov't Code Chapter 552, and each party shall notify the other party upon receipt of a request under the Act.

SECTION 6. DISPUTE RESOLUTION

The parties agree that any dispute arising under this Contract will be governed by Texas Government Code, Chapter 2009.

SECTION 7. NOTICE

Any notice relating to this Contract, which is required or permitted to be given under this Contract by one party to the other party, shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies. A copy of any notice provided under this Contract shall also be provided to TDA.

For Kinney County:

For Kimble County:

(Name of Contact)

(Name of Contact)

(Address, City, State, Zip)

(Address, City, State, Zip)

For TDA:

Suzanne Barnard, Director for CDBG Programs

PO Box 12847

Austin, TX 78711

SECTION 8. CONTRACT AMENDMENT

Any modifications, additions, or deletions, to the terms and conditions of this Contract, shall be processed through a written amendment and executed by both parties. Notice of any amendment shall also be provided to TDA.

SECTION 9. ENTIRE CONTRACT

This Contract contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

John Paul Schuster, County
Judge, Kinney County, Texas



Harold Rose, County Judge,
Kimble County, Texas



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 8th day of March in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Judge Harold "Hal" Rose
Kimble County, Texas
501 Main Street
Junction, Texas 76849
(325) 446-2724

and the Construction Manager:
(Name, legal status, address, and other information)

Complex Contracting, Inc. dba JC Stoddard Construction
12445 Old O'Connor Road
San Antonio, TX 78233
(210) 653-1324

for the following Project:
(Name, location, and detailed description)

Restoration of the Historic Kimble County Courthouse
501 Main Street
Junction, TX 76849

The Architect:
(Name, legal status, address, and other information)

Tracy Hirschman Hutson
Hutson Gallagher, LLC
1206 Quail Park Drive
Austin, TX 78758
(512) 960-0013

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Project Drawings.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Project Drawings.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Seven Million Dollars \$7,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

Early Summer 2023

.3 Substantial Completion date or dates:

18 months after Notice to Proceed

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Judge Harold "Hal" Rose
Kimble County, Texas
501 Main Street
Junction, Texas 76849
(325) 446-2724

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Tracy Hirschman Hutson
Hutson Gallagher, LLC

1206 Quail Park Drive
Austin, TX 78758
(512) 960-0013
tracy@hutsongallagher.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Tracy Hirschman Hutson
Hutson Gallagher, LLC
1206 Quail Park Drive
Austin, TX 78758
(512) 960-0013
tracy@hutsongallagher.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jeron Curtis Stoddard, Jr.
Complex Contracting, Inc. dba JC Stoddard Construction
12445 Old O'Connor Road
San Antonio, TX 78233
(210) 653-1324
jcs@jcestoddard.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

N/A

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement.

The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 **Subcontractors and Suppliers**

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 **Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 **Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 **Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 **Guaranteed Maximum Price Proposal**

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The

Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

N/A

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

0 % zero

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)

Cost of the Work plus 6.75%

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

Cost of the change work plus 8.75%

§ 6.1.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

10% Overhead and 10% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager – Project Management, Assistant Project Manager – Project Management

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and,

subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Rented Equipment, Insurance, and Bond

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

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§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

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under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

N/A

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than 1 Million dollars (\$ 1,000,000.00) for each occurrence and 2 Million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than 1 Million dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than 1 Million dollars (\$1,000,000.00) each accident, 1 Million dollars (\$1,000,000.00) each employee, and 1 Million dollars (\$1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than 1 Million dollars (\$ 1,000,000.00) per claim and 1 Million dollars (\$1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

Init.

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User Notes:

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not required

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample

forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

Judge Harold "Hal" Rose Judge Kimble County,
Texas

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

J. Curtis Stoddard, Jr. Vice-President

(Printed name and title)

Init.

COUNTY OF KIMBLE §
STATE OF TEXAS §

CC-2023-02

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 does hereby find that an administrative error was made to not include an amount in the line item for “Insurance” in the budget adopted by the Court on September 9, 2022 for budget year 2023; and,

WHEREAS, the Kimble County Commissioners Court finds that the amount of \$117,000.00 should have been placed in the “Insurance” line item of the 2023 budget.

BE IT THEREFORE ORDERED that the “Insurance” line item in the 2023 budget which is currently blank is hereby amended to be the amount of \$117,000.00:

Be it also **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 14th day of March, 2023.



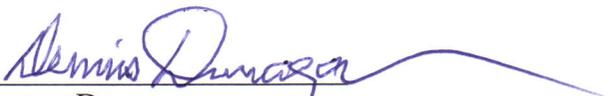
HAL A. ROSE
COUNTY JUDGE



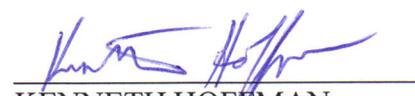
BRAYDEN SCHULZE
COMMISSIONER PCT. 1



KELLY SIMON
COMMISSIONER PCT. 2

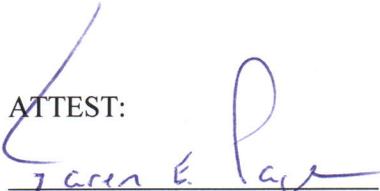


DENNIS DUNAGAN
COMMISSIONER PCT. 3

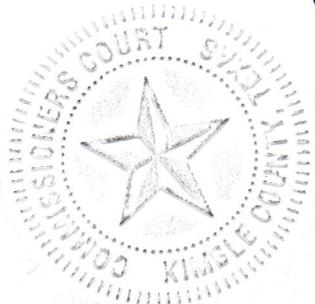


KENNETH HOFFMAN
COMMISSIONER PCT. 4

ATTEST:



KAREN PAGE, County Clerk



| | A | B | C | D |
|----|-----------------|-----------------|--|---------------|
| 1 | JOURNAL ENTRIES | | | |
| 2 | ADDING LINE | | | |
| 3 | | | | |
| 4 | REVENUE | 1000.0360.3635 | OPIOD ABATEMENT | |
| 5 | EXPENSE | 1000.0360 .3630 | INSURANCE RECOVERY | |
| 6 | | | | |
| 7 | REVENUE | 2100.0360.3633 | KINDER MORGAN | |
| 8 | EXPENSE | 2100.0610.4333 | KINDER MORGAN | |
| 9 | | | | |
| 10 | EXPENSE | 1000.0700.7005 | TRANS TO AIRPORT PROJECT | |
| 11 | | | | |
| 12 | REVENUE | 6000.0395.3700 | TRANSFER FROM GF | |
| 13 | EXPENSE | 6000.0624.4337 | AIRPORT PROJECT CONSTRUCTION | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | AMENDING BUDGET | | | |
| 19 | EXPENSE | 1000.0409.4476 | AMOUNT WAS NOT GIVEN AT THE TIME OF BUDGET | \$ 117,000.00 |

| YEARLY TOTALS | | | | | | | | | | |
|-----------------|------|-------|-------|------|------|------|------|-------------|--|--|
| People | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | Grand Total | | |
| Sum of Adults | 1365 | 13410 | 12726 | 6148 | 7417 | 7898 | 1299 | 62263 | | |
| Sum of Teens | 492 | 660 | 545 | 334 | 305 | 393 | 8 | 2737 | | |
| Sum of Children | 2279 | 2263 | 2953 | 740 | 1433 | 2420 | 206 | 12294 | | |
| Sum of Visitor | 375 | 272 | 271 | 177 | 104 | 119 | 5 | 1323 | | |

| YEARLY +/- | | | | | | |
|-----------------|---------|---------|---------|---------|--------|---------|
| People | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| Sum of Adults | 0.34% | -5.10% | -51.69% | 20.64% | 6.49% | -83.55% |
| Sum of Teens | 34.15% | -17.42% | -38.72% | -8.68% | 28.85% | -97.96% |
| Sum of Children | -0.70% | 30.49% | -74.94% | 93.65% | 68.88% | -91.49% |
| Sum of Visitor | -27.47% | -0.37% | -34.69% | -41.24% | 14.42% | -95.80% |

| MONTHLY +/- | | | | | | | | | | | | |
|-----------------|---------|---------|---------|---------|---------|---------|----------|---------|---------|---------|---------|---------|
| Years | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| 2021 | | | | | | | | | | | | |
| Sum of Adults | -27.01% | -47.47% | 12.33% | 94.77% | 71.88% | 129.78% | 113.54% | 68.16% | 4.59% | 11.22% | 11.78% | 8.76% |
| Sum of Teens | -98.22% | -8.33% | -30.00% | 16.67% | 15.38% | 35.48% | 675.00% | 525.00% | 11.11% | 136.84% | 38.46% | 143.75% |
| Sum of Children | -86.30% | -81.60% | -49.53% | 157.14% | 366.67% | 802.44% | 1315.79% | 123.26% | -10.94% | 224.00% | 216.13% | 263.83% |
| 2022 | | | | | | | | | | | | |
| Sum of Adults | -22.92% | 23.54% | -7.47% | 8.59% | 19.14% | 8.32% | 0.86% | 38.81% | -10.29% | 1.56% | -5.53% | 30.40% |
| Sum of Teens | 100.00% | -36.36% | -42.86% | 107.14% | 60.00% | 142.86% | 135.48% | -46.00% | -23.33% | 0.00% | -66.67% | 20.51% |
| Sum of Children | 475.00% | 0.00% | 83.33% | 127.78% | 131.43% | 77.03% | 19.33% | 37.50% | -1.75% | 120.99% | -38.78% | 104.68% |
| 2023 | | | | | | | | | | | | |
| Sum of Adults | 44.26% | 11.07% | -88.30% | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! |
| Sum of Teens | -33.33% | -85.71% | -25.00% | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! |
| Sum of Children | -37.39% | 293.33% | -83.84% | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! | #NULL! |

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

| Categories | Jan | Feb | Mar | Total |
|-------------------------|-----|-----|-----|-------|
| Day Open Sum | 20 | 18 | 3 | 41 |
| Sum of Hours Open | 168 | 152 | 24 | 344 |
| Adults Sum | 616 | 612 | 71 | 1299 |
| Teens Sum | 4 | 1 | 3 | 8 |
| Childrens Sum | 72 | 118 | 16 | 206 |
| Visitor Sum | 2 | 3 | 0 | 5 |
| ST-Adults Sum | 40 | 31 | 6 | 77 |
| ST-Children Sum | 42 | 42 | 7 | 91 |
| SR-Adults Sum | 0 | 0 | 0 | 0 |
| SR-Teens Sum | 0 | 0 | 0 | 0 |
| SR-Children Sum | 0 | 0 | 0 | 0 |
| O-Adults Sum | 0 | 2 | 0 | 2 |
| O-Teens Sum | 0 | 0 | 0 | 0 |
| O-Children Sum | 0 | 50 | 0 | 50 |
| Adult Programs # | 0 | 0 | 0 | 0 |
| Teen Program # | 0 | 0 | 0 | 0 |
| Children's Program # | 8 | 7 | 1 | 16 |
| ILL Sum | 0 | 0 | 0 | 0 |
| Children's Computer Sum | 44 | 47 | 4 | 95 |
| New Cards Sum | 1 | 1 | 0 | 2 |
| Reference Calls Sum | 155 | 148 | 13 | 316 |
| MR Sum | 150 | 177 | 21 | 348 |

| Circulation Stats | | | |
|--------------------|-----|-----|-------|
| Values | Jan | Feb | Total |
| Sum of Adult Fic. | 243 | 380 | 623 |
| Sum of Adult NF | 35 | 42 | 77 |
| Sum of CD | 22 | 30 | 52 |
| Sum of DVD | 175 | 100 | 275 |
| Sum of Easy | 261 | 164 | 425 |
| Sum of Ebooks | 360 | 318 | 678 |
| Sum of Junior & YA | 97 | 30 | 127 |
| Sum of LP | 64 | 48 | 112 |
| Sum of Magazines | 30 | 17 | 47 |
| Sum of Paperbacks | 4 | 0 | 4 |
| Sum of Spanish | 5 | 0 | 5 |
| Sum of I.L.L. | 1 | 2 | 3 |

STATE OF TEXAS

§
§
§
§
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**INTERLOCAL AGREEMENT FOR
REGULATION OF SUBDIVISION
PLATS IN THE ETJ OF THE CITY
OF JUNCTION LOCATED IN
KIMBLE COUNTY, TEXAS**

KIMBLE COUNTY

This City-County Interlocal Agreement ("Agreement") for regulation of subdivision plats and related matters in the Extraterritorial Jurisdiction of the City of Junction located in Kimble County is entered into by and between the City of Junction, a Type A General municipality, hereinafter referred to as "CITY" and Kimble County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", acting pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and as required by Chapter 242, Texas Local Government Code.

WITNESSETH:

WHEREAS, CITY has jurisdiction and control over subdivision platting and related matters within its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, COUNTY has jurisdiction and control over subdivision platting and related matters in the unincorporated areas of the County, including part of the ETJ of CITY; and

WHEREAS, both CITY and COUNTY have established orders, ordinances, rules, regulations and procedures regulating the division of real property and the platting of subdivisions and related matters as authorized by applicable laws; and

WHEREAS, the Texas Local Government Code, Chapter 242, requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats and related permits in the ETJ of CITY located in COUNTY; and

WHEREAS, the governing bodies of CITY and COUNTY believe it is in the best interest of both entities and the public that uniform requirements and procedures be established for regulation of subdivision platting and related matters in the ETJ of CITY located in COUNTY as hereinafter provided in this Agreement;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and to comply with Chapter 242, Local Government Code, the Parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish and clarify each Party's authority and responsibilities concerning the regulation of subdivision platting, division of property, development of property, construction and/or installation of improvements on property, including on-site sewage facilities, and the enforcement of laws, orders, ordinances, rules

and regulations related to groundwater, flood plains and floodways on real property located within the ETJ of CITY and also located in COUNTY.

ARTICLE II
CHANGES TO ETJ

The ETJ of CITY may fluctuate from time-to time during the term of this Agreement. Pursuant to Section 242.001, Local Government Code, CITY agrees to notify COUNTY in writing within 10 business days of any action by CITY that changes the boundaries of CITY's ETJ located in COUNTY. If there are any plat or permit applications in review at the time a boundary change takes effect, then the plat or permit application will remain with that reviewing authority only and under that process, provided that the review meets the minimum standards required by Chapter 212 of the Texas Local Government Code.

ARTICLE III
TERM

The initial term of this Agreement shall be from the date of execution of this Agreement with a termination date of 04/10/2024, 20 . Thereafter, the Parties shall renew the Agreement on an annual basis beginning 04/10, 2024. The yearly renewal shall be automatic upon the expiration of the preceding term unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement at least sixty (60) days prior to the expiration of the then current term.

ARTICLE IV
RESPONSIBILITY FOR SUBDIVISION REGULATIONS

- 4.01. Regulation of the division of real property, subdivision platting and approval of related permits as authorized under Chapter 242.001 of the Texas Local Government Code within the ETJ of CITY and located in COUNTY will be in accordance with the orders, rules, regulations, and procedures of COUNTY, subject to the provisions and/or exceptions as set out herein. (Note: Hereinafter whenever "ETJ" is mentioned in this Agreement, it will mean the ETJ of CITY that is located in Kimble County.)
- 4.02. COUNTY shall act as the general public's point-of-contact for information concerning the division of real property and subdivision platting requirements in the ETJ. COUNTY shall have primary responsibility for enforcing applicable laws, orders, rules, and regulations concerning the division of real property and the preparation and processing of plat applications for subdivisions located in the ETJ
- 4.03. COUNTY shall collect platting application fees for subdivision plats located in the ETJ.
- 4.04. Upon the final approval of subdivision plats located in the ETJ, COUNTY shall be responsible for ensuring that such plats are recorded in the official records of the

County Clerk's office of COUNTY, including any applicable filing and other fees.

- 4.05 Nothing in this Agreement shall be construed to limit the authority of the CITY, or any agency of the CITY, to enforce any water quality control or pollution ordinances within the ETJ of CITY and located in COUNTY. The CITY, or any agency of the CITY, shall retain exclusive jurisdiction to enforce Chapter 13 of the CITY Code of Ordinances within the ETJ of CITY and located in COUNTY.

ARTICLE V
COSTS AND EXPENSES

The Parties agree that each Party shall be responsible for its costs and expenses necessary to fulfill its responsibilities under this Agreement.

ARTICLE VI
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of both Parties are performable in Kimble County, Texas.

ARTICLE VII
LEGAL CONSTRUCTION

Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect, by a court or agency with competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII
AMENDMENTS

No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of CITY and COUNTY.

ARTICLE IX
REPRESENTATIVES AND NOTICES

- 10.1. The County Judge of COUNTY shall be the designated representative of COUNTY responsible for the management of this Agreement.
- 10.2. The Mayor of CITY shall be the designated representative of CITY responsible

for management of this Agreement.

- 10.3. For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the persons and addresses set forth below:

CITY

City of Junction
730 Main Street
Junction, Texas 76849
Attn: Russell Hammonds,
Mayor

COUNTY

Kimble County
501 Main Street
Junction, Texas 76849
Attn: Hal A. Rose,
County Judge

Notice of change of the designated representative for a Party and/or a change of address by either Party must be made in writing and delivered to the other Party's address within ten (10) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL ON THIS 10th DAY OF ~~MARCH~~ APRIL 2023.

CITY OF JUNCTION, TEXAS

KIMBLE COUNTY, TEXAS



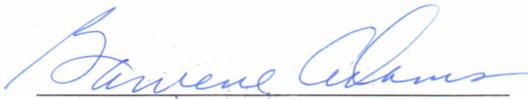
Russell Hammonds,
Mayor



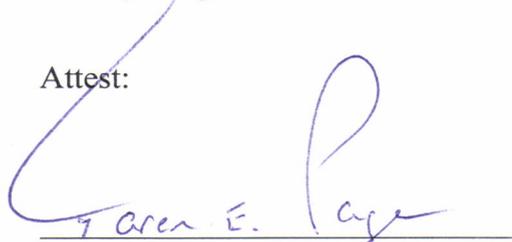
Hal A. Rose,
County Judge

Attest:

Attest:



Garvene Adams,
City Secretary



Karen Page,
County Clerk

