### REGULAR MEETING - JULY 12, 2022

On this the 12<sup>th</sup> day of July 2022 at 9:00 A.M. the Honorable Commissioners Court of Blanco County convened in a REGULAR MEETING at a regular meeting place thereof in the Courthouse in Johnson City with the following members to-wit:

BRETT BRAY COUNTY JUDGE

TOMMY WEIR

EMIL UECKER

COMMISSIONER PCT. 2

CHRIS LIESMANN

PAUL GRANBERG

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

LAURA WALLA

COUNTY CLERK - ABSENT

Call to Order and Roll Call.

Judge Bray and all 4 County Commissioners present.

Pledge of Allegiance.

Invocation – Led by Pastor Boatright

PUBLIC COMMENTS – opportunity for the general public to address the Court on any matter. Comments are limited to 3 minutes.

No Comments by the General Public made this date.

ITEM 1- Consider approval of minutes of prior Commissioner Court meeting(s). Vote on any action taken. (Judge Bray)

COMMISSIONER WEIR made the motion to dispense with the reading of the minutes and to approve the minutes as presented, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 2- Consider approval of the estimated July 2022 payroll. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the estimated payroll in the amount of \$379,884.72, seconded by Commissioner Uecker. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

**ITEM 3-** Consider approval of the official reports. Vote on any action taken. (Judge Bray) COMMISSIONER UECKER made the motion to accept the official reports as presented, seconded by Commissioner Granberg. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 4 – Consider ratifying or approving line-item transfers as presented. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the line -item transfers as presented., seconded by Commissioner Weir. Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED: 5/0

ITEM 5 - Consider approval of the outstanding bills. Vote on any action taken. (Judge Bray)

COMMISSIONER LIESMANN made the motion to approve the outstanding bills in the amount of \$1,205,769.71, seconded by Commissioner Weir, Judge Bray called for discussion and vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG YES. MOTION CARRIED 5/0

ITEM 6- Consider final plat of Estates at Round Mountain subdivision. Vote on any action taken. (Commissioner Liesmann)

COMMISSIONER LEISMANN made the motion to approve the final plat of Estates at Round Mountain subdivision, once all fees are paid and filed with the court, seconded by Commissioner Uecker. Judge Bray called for discussion and vote

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER LIESMANN – YES.

COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

ITEM 7- Consider burn ban. Vote on any action taken. (Judge Bray)

No action taken.

BUDGET WORKSHOP: COMMISSIONERS COURT HEARINGS AND DISCUSSION ON BUDGET REQUESTS/APPEALS FROM ANY ELECTED OFFICIAL, DEPT HEAD, JUDICIAL DEPT, AND OTHER ORGANIZATIONS AND/OR AGENCIES THAT RECEIVE FUNDS FROM BLANCO COUNTY.

## ITEM 8- Adjourn.

COMMISSIONER UECKER made a motion to adjourn, seconded by Commissioner Weir. Judge Bray called for vote.

JUDGE BRAY – YES.

COMMISSIONER WEIR – YES.

COMMISSIONER UECKER – YES.

COMMISSIONER LIESMANN – YES.

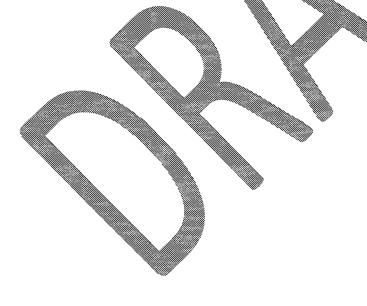
COMMISSIONER GRANBERG – YES. MOTION CARRIED. 5/0

Meeting adjourned at 11:51 o'clock am

The above and foregoing minutes were examined and approved in Open Court this \_\_\_\_\_ day of July 2022.

I, Laura Walla, County Clerk, Blanco County, Texas attest that the foregoing is a true and correct accounting of the Commissioner's Court authorized proceedings for July 12<sup>th</sup>, 2022

County Clerk and Ex-Officio Member of Commissioner's Court, Blanco County, Texas



# BLANCO COUNT Funds are REQUEST FOR A LINE-ITEM T Quailable, Must

| DATE:                    | Ju                    | ly 11, 202                      | 2                                   | 7      | aprov                                     | ed by.         |
|--------------------------|-----------------------|---------------------------------|-------------------------------------|--------|---|----------------|
|                          | HONORABLE  Sheriff Do |                                 | NERS COURT OF BLANCO COUN           |        | be approvi                                | tas it salary. |
| DEPARTN                  | MENT                  | Blanco C                        | ounty Sheriff's Office              |        |   | TS (           |
| I SUBMI                  | T TO YOU FO           | R YOUR CON                      | ISIDERATION, THE FOLLOWING L        | _11    | 7-18-22                                   |                |
|                          | FUND                  |                                 | LINE ITEM DESCRIPTION               |        | LINE ITEM #                               | AMOUNT         |
| FROM:                    | GENERAL               | _                               | Part Time                           |        | 10-425-105                                | \$ 8,000.00    |
|                          |                       |                                 |                                     |        |   |                |
|                          |                       |                                 |                                     |        |   |                |
|                          |                       |                                 |                                     |        |   |                |
| TO:                      | GENERAL               |                                 | Overtime                            |        | 10-425-138                                | \$ 8,000.00    |
|                          |                       |                                 |                                     |        |   |                |
|                          |                       | ,                               |                                     |        |   |                |
|                          |                       |                                 |                                     |        |   |                |
| Reason t                 | for request:          |                                 |                                     |        |   |                |
| <u>.</u>                 | Short staffe          | ed, more fu                     | nds needed in oertime to c          | ovei   | shifts.                                   |                |
|                          |                       |                                 |                                     |        |   |                |
| -<br>Note: Th<br>Changes | nis change is the     | e budget for c<br>County Purpos | ounty purposes is in accordance wit | th 111 | I.011                                     |                |
| Departmo                 | ent Head Signa        | ature                           | - COP                               | Y      | Attest: County Cler<br>(if Commissioners' |                |

Co Judge/Commissioners' Court Approval (as needed)

Funds are
BLANCO COUNTY Quailable
REQUEST FOR A LINE-ITEM TRAN

| DATE:               | 7-19                                 | 22   |  | S  |
|---------------------|--------------------------------------|--|--|--|
|                     |                                      |  | 7/19/20  |  |
| TO:                 | HONORABLE                            | COMMISSIONERS COURT OF BLANCO COUNT  |  | $\prec$  |
| FROM:               | PAUL                                 | GRANBERG   | gersener en  |  |
| DEPART              | MENT                                 | General Budget   |  | dec  |
| ISUBM               | IT TO YOU FO                         | R YOUR CONSIDERATION, THE FOLLOWING LINE I   | TEM TRANSFERS:   | and the second s |
|                     | FUND                                 | LINE ITEM DESCRIPTION  | LINE ITEM#   | AMOUNT   |
| FROM:               | R+B PcT                              | 4 CHUBETS & CAILLEGUARDS   | 316  | 2000.00  |
|                     |                                      |  |  |  |
|                     |                                      |  |  |  |
|                     |                                      |  |  |  |
|                     |                                      |  |  |  |
|                     |                                      |  |  |  |
| TO:                 | RABPA4                               | MAINTENANCE JOINT EROND  | 327  |  |
| ,                   |                                      |  |  | 2000.00  |
|                     | )<br>                                |  | Comment of the commen | \$ -   |
|                     |                                      |  |  |  |
| Reason              | for request:                         | PMENT REPAIR   |  |  |
| Sales and the sales |                                      |  | 1 011  |  |
| Note: I             | nis change is to<br>es in Budget for | he budget for county purposes is in accordance with 11<br>County Purposes, of the Local Government Code.   | E-OT I   |  |
| į                   | 20                                   | Menhory  |  |  |
| Departr             | nent Head Sign                       | The state of the s | Attest: County Cle   |  |
| B                   | rotti                                | Brock  | (if Commissioners'   | Court Action)  |
| Co Jud              | ge/Commission                        | ners' Court Approval   |  |  |

(as needed)

# REQUEST FOR A LINE-ITEM TRAIN

BLANCO COUNTY Qui lable

HONORABLE COMMISSIONERS COURT OF BLANCO COUNTY TO: FROM: Commissioner Emil Uecker DEPARTMENT. Precinct 2 I SUBMIT TO YOU FOR YOUR CONSIDERATION, THE FOLLOWING LINE ITEM TRANSFERS: **FUND** LINE ITEM DESCRIPTION LINE ITEM # **AMOUNT** FROM: Boad material 318 2,500 TO: Reason for request: Note: This change is the budget for county purposes is in accordance with 111.011 Changes in Budget for County Purposes" of the Local Government Code. Attest: County Clerk (if Commissioners' Court Action) Co Judge/Commissioners', Court Approval

(as needed)

BLANCO COUNTY FUNDS OF REQUEST FOR A LINE-ITEM TRAI QUELLA DE.

| DATE: July 1  | 11, 2022   |  | B   |
|---|--|--|---|
| TO: HONORABLE CO  | MMISSIONERS COURT OF BLANCO COUN   | vty, te 7/10/60  |   |
|   | anco County Sheriff's Office   |  |   |
|   | OUR CONSIDERATION, THE FOLLOWING L   |  |   |
| FUND  | LINE ITEM DESCRIPTION  | LINE ITEM #  | AMOUNT  |
| TO: GENERAL   | Office Supplies Education MISC Uniforms Investigations Computer Maintenance  Automobile Fuel Jail Food | 10-425-302<br>10-425-306<br>10-425-310<br>10-425-425<br>10-425-430<br>10-425-440<br>10-425-420 | \$ 3,000.00<br>\$ 1,000.00<br>\$ 2,000.00<br>\$ 5,500.00<br>\$ 3,000.00<br>\$ 3,000.00<br>\$ 7,500.00 |
| Reason for request:   |  |  |   |
| Price increases   | in gas and food, additional fundin   | g needed for both.   |   |
| Note: This change is the bud<br>Changes in Budget for Count | dget for county purposes is in accordance with<br>ty Purposes" of the Local Government Code.           | n 111.011  |   |
| Department Head Signature                                   |  | Attest: County Clerk<br>(if Commissioners' C   |   |

Co Judge/Commissioners' Court Approval (as needed)

# Blanco County Commissioners' Court

July 26, 2022

# Invoice File Listing By Fund

| Disbursement | \$ 140,440.27 | \$ 137,699.82      | \$ 7,000.07                  | \$ 1,705.80  | \$ 9,963.50             | \$ 296,809.46 |
|--------------|---------------|--------------------|------------------------------|--------------|-------------------------|---------------|
| Description  | General Fund  | Road & Bridge Fund | Countywide Road & Bridge Imp | 2021Tax Note | Interest & Sinking Fund |               |
| Fund         | 010           | 015                | 046                          | 058          | 090                     | Total         |

| exas LGC 113.064 & 113.065  | 7/21/32               | y the Texas LGC 115.021 & 115.022   |             |                    |                    |  |
|---|-----------------------|---|-------------|--------------------|--------------------|--|
| & approved for payment by the County Auditor as provided by the Texas LGC 113.064 & 113.065 | Date                  | & approved for payment by the Commissioners' Court as provided by the Texas LGC 115.021 & 115.022 |             | Commissioner Pct 3 | Commissioner Pct 4 |  |
| e been examined & approved for payment l  | Mondy                 | been examined & approved for payment t  |             |                    |                    |  |
| he attached list of Claims Payable have been examined                                       | ttest County Audifor: | he attached list of Claims Payable have been examined   | ounty Judge | ommissioner Pct 1  | ommissioner Pct 2  |  |

OFFICESUPPLY.COM 81016 Α INV#5028518 DIST CLERK 232.58 DEPARTMENT TOTAL 232.58 0415-COUNTY ATTORNEY OFFICESUPPLY.COM 81015 Α INV#5023159 CO ATTY 342.95 SOFTWARE UNLIMITED CORPORATION 80950 INV #62551 CO ATTORNEY 276.95 DEPARTMENT TOTAL 619.90 0420-TAX ASSESSOR/COLLECTOR DELL MARKETING L.P. 80996 INV#10597921427 TAC 968.47 DEPARTMENT TOTAL 968.47 0425-COUNTY SHERIFF CHELSEA BIBLE 80995 A REIMBURSEMENT 257.41 EXPRESS AUTOMOTIVE SERVICE 81001 Α INV#3143160 LEC 85.70 EXPRESS AUTOMOTIVE SERVICE 81002 Α INV#3143225 LEC 63.95 EXPRESS AUTOMOTIVE SERVICE 81003 Α INV#3143235 LEC 58.45 GALLS, LLC 81005 INV#021511891 LEC 238 00 JOHNSON SEWELL FORD/LINCOLN/MERCURY 81011 INV#187719 LEC Α 500.00 MARIAH SEYDEL 81014 Α REIMBURSEMENT 85.41 MCHD 80944 INV #1762 LEC 180.00 OFFICESUPPLY.COM 81017 А INV#60606 TEC 15.69 OFFICESUPPLY.COM 81018 A INV#60606 LEC 224.45 PAY AND SAVE INC. 81026 A ACCT#137002 LEC 8.78 PAY AND SAVE INC. 81027 Α ACCT#137002 LEC 19.77 PEDERNALES ELECTRIC COOP 80947 Α INV #855 LEC 4,455.00 PERFORMANCE FOOD SERVICE 81030 Α INV#1642972 LEC 2,092.98 PERFORMANCE FOOD SERVICE 81031 A INV#1649452 LEC 1,632.58 RAYMOND C BENOIST 81035 Α INV#22062 LEC 115.00 SEYMOURS INC. 81037 Α INV#52541 2,497.67 SIGNS ACROSS TEXAS 81038 Δ INV#SI-5849 LEC 165.00 SOUTHERN HEALTH PARTNERS 80951 A INV #BASE44782 JAIL

DEPARTMENT TOTAL 18,759.10 0435-INDIGENT HEALTH CARE BAYLOR SCOTT WHITE 80920 Α PATIENT #08142020 863.19 BAYLOR SCOTT WHITE 80921 Α PATIENT #03434075 0.01 BAYLOR SCOTT WHITE 80922 A PATIENT #441885147

80955

THOMSON WEST

702.79 BAYLOR SCOTT WHITE 80989 Α PATIENT #3434075 137.31 BLANCO PHARMACY & WELLNESS 80924 ACCT #113 287.64

INV #846596174 LEC

5,732.78

330.48

80935

80984

80985

80986

80937

80980

Α

Α

Α

A

Α

INV #894876

INV #32063304

830-868-7208 AUDITOR

830-868-2228 FAX ELEV

830-868-4266 COUNTY

REPORT #COLO05 JP 4

DECOTY

FRONTIER COMMUNICATIONS

FRONTIER COMMUNICATIONS

FRONTIER COMMUNICATIONS

GRAVES HUMPHRIES, STAHL, LIMITED

GREAT AMERICA FINANCIAL SERVICES

272.22

68.00

11.96

355.62

466.01

1,423.73

1,182.23

| 07/21/2022FUND/DEPARTMENT/VENDOR INVO | ICE LISTING 00 | 10 10-0 |                                 | PAGE 3<br>PREPARER:0004 |
|---------------------------------------|----------------|---------|---------------------------------|-------------------------|
| DEPARTMENT                            |                |         |                                 |                         |
| NAME-OF-VENDOR                        | INVOICE-NO     | S       | DESCRIPTION-OF-INVOICE          | AMOUNT                  |
| GVTC                                  | 80940          | A       | 830-833-5331 PCT 1 & 4 INTERNET | 24.05                   |
| GVTC                                  | 80941          | A       | INTERNET SOUTH ANNEX            | 94.95                   |
| GVTC                                  | 80942          | A       | SOUTH ANNEX PHONES              | 198.47                  |
| HILL COUNTRY REFRIGERATION            | 81007          | A       | INV#92148 CH & N ANNEX          | 274.55                  |
| HILL COUNTRY REFRIGERATION            | 81008          | A       | INV#92659 LEC                   | 5,827.98                |
| LIESMANN MOWING                       | 81012          | A       | INV#58983374                    | 659.75                  |
| MARBLE FALLS GLASS & MIRROR           | 81013          | A       | INV#508789 LEC                  | 350.00                  |
| PAY AND SAVE INC.                     | 81028          | A       | ACCT#137002 LEC                 | 721.96                  |
| PAY AND SAVE INC.                     | 81029          | A       | ACCT#137002 LEC                 | 65.71                   |
| PEDERNALES ELECTRIC COOP              | 80946          | А       | INV #855                        | 60.29                   |
| TEXAS NO SLIP, LLC                    | 81044          | A       | INV#600584 LEC                  | 3,232.88                |
| TK ELEVATOR                           | 80956          | A       | INV #3006697728                 | 70.00                   |
| WASTEWATER TRANSPORT SERVICES         | 80981          | A       | INV #11118510 LEC               | 304.81                  |
| DEPARTMENT TOTAL                      |                |         | 1744 #11110210 FEC              | 660.01                  |
|                                       |                |         |                                 | 16,339.05               |
| 0520-JUSTICE OF THE PEACE #4          |                |         |                                 |                         |
| NORTHEAST TEXAS DATA CORP.            | 80945          | A       | REPORT #CAS017 JP 4             |                         |
| DEPARTMENT TOTAL                      |                | ••      | REPORT #CASUL7 UP 4             | 52.00                   |
|                                       |                |         |                                 | 52.00                   |
| 0535-911-COUNTY EXPENSES              |                |         |                                 |                         |
| BIS CONSULTING, LLC                   | 80923          | A       | TW7 #7071 3377 0000             |                         |
| DEPARTMENT TOTAL                      | 3323           | Α.      | INV #7271 AUG 2022              | 3,000.00                |
|                                       |                |         |                                 | 3,000.00                |
| 0550-RECYCLING COORDINATOR            |                |         |                                 |                         |
| FASTENAL COMPANY                      | 81004          | -       |                                 |                         |
| DEPARTMENT TOTAL                      | 91004          | A       | INV#TX001130782 RECYCLING       | 96.89                   |
|                                       |                |         |                                 | 96.89                   |
| 0560-GENERAL FUND CAPITAL EQUIPMENT   |                |         |                                 |                         |
| GRETCHEN L. SANDERS                   | 21225          |         |                                 |                         |
| TEXAS NO SLIP, LLC                    | 81006          | A       | REIMBURSEMENT                   | 678.91                  |
| DEPARTMENT TOTAL                      | 81043          | A       | INV#600583 LEC                  | 8,303.00                |
| DEFECTION TOTAL                       |                |         |                                 | 8,981.91                |
| FUND TOTAL                            |                |         |                                 |                         |
| FORD TOTAL                            |                |         |                                 | 140,440.27              |
| i                                     |                |         | •                               |                         |

| 07/21/2022FUND/DEPARTMENT/VENDOR INVOICE<br>TIME:08:59 AM   | LISTING 00   | 15 ROAL | ) & BRIDGE FUND                         | CYCLE: ALL PAGE 4 PREPARER:0004 |
|---|--------------|---------|---|---------------------------------|
| DEPARTMENT  |              |         |   |                                 |
| NAME-OF-VENDOR  | INVOICE-NO   | s       | DESCRIPTION-OF-INVOICE                  |                                 |
|   | 24.10202 110 | , ,     | DESCRIPTION-OF-INVOICE                  | AMOUNT                          |
| 0540-R&B PCT #1   |              |         |   |                                 |
| BLANCO COUNTY TAX ASSESSOR-COLLECT                          | 80994        | A       | LICENSE TAG #9049769 PCT 1              | 22.00                           |
| GVTC  | 80939        | A       | 830-833-5331 PCT 1                      | 40.33                           |
| OUTLAW LUMBER & HARDWARE, LLC                               | 81019        | A       | INV#38823 PCT 1                         | 351.98                          |
| OUTLAW LUMBER & HARDWARE, LLC                               | 81020        | A       | INV#38834 PCT 1                         | 569.98                          |
| PETERSON TIRE   | 81033        | A       | INV#BL48964 PCT 1                       | 94.88                           |
| PETERSON TIRE   | 81034        | A       | INV#BL48992 PCT 1                       | 40.00                           |
| THIRD COAST DISTRIBUTING, LLC                               | 81047        | A       | INV#89095 PCT 1                         | 177.39                          |
| THOMAS WEIR   | 81053        | A       | REIMBURSEMENT                           | 54.99                           |
| DEPARTMENT TOTAL  |              |         |   | 1,351.55                        |
|   |              |         |   |                                 |
| 0550-R&B PCT #2   |              |         |   |                                 |
| FRONTIER COMMUNICATIONS                                     | 80987        | A       | 830-868-4471 PCT 2                      | 123.65                          |
| OUTLAW LUMBER & HARDWARE, LLC                               | 81021        | A       | INV#38620 PCT 2                         | 94.99                           |
| OUTLAW LUMBER & HARDWARE, LLC OUTLAW LUMBER & HARDWARE, LLC | 81022        | A       | INV#35071 PCT 2                         | 118.81                          |
| ·   | 81023        | A       | INV#35318 PCT 2                         | 91.78                           |
| OUTLAW LUMBER & HARDWARE, LLC                               | 81024        | A       | INV#36554 PCT 2                         | 283.75                          |
| OUTLAW LUMBER & HARDWARE, LLC<br>DEPARTMENT TOTAL           | 81025        | A       | INV#37276 PCT 2                         | 116.95                          |
| DEPARIMENT TOTAL  |              |         |   | 829.93                          |
| 0560-R&B PCT #3   |              |         |   |                                 |
| ERGON ASPHALT AND EMULSIONS, INC                            | 80999        |         | *************************************** |                                 |
| ERGON ASPHALT AND EMULSIONS, INC                            | 81000        | A       | INV#9402738760 PCT 3                    | 2,280.58                        |
| FRONTIER COMMUNICATIONS                                     | 81056        | A       | INV#9402685595 PCT 3                    | 292.50                          |
| SNL ENTERPRISES, INC  | 81039        | A       | 830-825-3270 PCT 3                      | 95.56                           |
| STROEHER & OLFERS INC                                       | 81040        | A<br>A  | INV#11519-341234 PCT 3                  | 136.99                          |
| THIRD COAST DISTRIBUTING, LLC                               | 81045        | A       | INV#216200 PCT 3<br>INV#094639 PCT 3    | 2,479.36                        |
| THIRD COAST DISTRIBUTING, LLC                               | 81046        | A       | INV#094639 PCI 3                        | 260.29                          |
| DEPARTMENT TOTAL  | 02010        | -       | INV#095323 PCI 3                        | 159.23                          |
|   |              |         |   | 5,704.51                        |
| 0570-R&B PCT #4   |              |         |   |                                 |
| BLANCO COUNTY TAX ASSESSOR-COLLECT                          | 80992        | A       | LICENSE TAG #1107277 PCT 4              | B. 50                           |
| BLANCO COUNTY TAX ASSESSOR-COLLECT                          | 80993        | A       | LICENSE TAG #1223402 PCT 4              | 7.50                            |
| DIAMOND X CONTRACTING, INC                                  | 80936        | A       | APPLICATION #1 MIDDLE CREEK             | 7.50<br>99,121.50               |
| DIRT WORKS  | 80997        | A       | INV#24850 PCT 4                         | 370.31                          |
| DIRT WORKS  | 80998        | A       | INV#24876 PCT 4                         | 155.42                          |
| GVTC  | 80938        | A       | 830-833-1077 PCT 4                      | 40.33                           |
| JAY GLOOR   | 81009        | A       | CONTRACT LABOR                          | 500.00                          |
| PETERSON TIRE   | 81032        | A       | INV#BL48975 PCT 4                       | 14.00                           |
| SEYMOURS INC.   | 81036        | A       | INV#52558 PCT 4                         | 140.50                          |
| TEXAS CORRUGATORS-AUSTIN DIVISION,                          | 81041        | A       | INV#160367 PCT 4                        | 14,451.82                       |
| TEXAS CORRUGATORS-AUSTIN DIVISION,                          | 81042        | A       | INV#160434 PCT 4                        | 14,451.82                       |
| THIRD COAST DISTRIBUTING, LLC                               | 81048        | A       | INV#885595 PCT 4                        | 33.49                           |
| THIRD COAST DISTRIBUTING, LLC                               | 81049        | A       | INV#888567 PCT 4                        | 59.18                           |
| THIRD COAST DISTRIBUTING, LLC                               | 81050        | A       | INV#889535 PCT 4                        | 35.49                           |
| THIRD COAST DISTRIBUTING, LLC                               | 81051        | A       | INV#889883 PCT 4                        | 9.99                            |
| THIRD COAST DISTRIBUTING, LLC                               | 81052        | A       | INV#890259 PCT 4                        | 359.98                          |
| THOMAS WEIR   | 81054        | A       | REIMBURSEMENT                           | 55.00                           |
| DEPARTMENT TOTAL  |              |         |   | 129,813.83                      |

FUND TOTAL

137,699.82

| 07/21/2022FUND/DEPARTMENT/VENDOR INVOICE                      | LISTING 004 | 6 COUN | TY WIDE ROAD & BRIDGE IMPROVE | CYCLE: ALL | PAGE 5<br>PREPARER:0004 |
|---|-------------|--------|-------------------------------|------------|-------------------------|
| DEPARTMENT<br>NAME-OF-VENDOR                                  | INVOICE-NO  | s      | DESCRIPTION-OF-INVOICE        |            | AMOUNT                  |
| 0400-EXPENSES<br>LCR TOTAL TRANSPORT, LLC<br>DEPARTMENT TOTAL | 81055       | A      | ODIORNE RD IMPROVEMENTS       |            | 7,000.07<br>7,000.07    |
| FUND TOTAL  |             |        |                               |            | 7,000.07                |

| 07/21/2022FUND/DEPARTMENT/VENDOR INVOICE TIME:08:59 AM | LISTING 0058 | 3 2021 | TAX NOTE                  | CYCLE: | ALL | PAGE 6<br>PREPARER:0004 |
|--|--------------|--------|---------------------------|--------|-----|-------------------------|
| DEPARTMENT<br>NAME-OF-VENDOR                           | INVOICE-NO   | s      | DESCRIPTION-OF-INVOICE    |        |     |                         |
| 0400-2021 TAX NOTE EXPENSES                            |              |        |                           |        |     | AMOUNT                  |
| SLS PARTNERSHIP DEPARTMENT TOTAL                       | 80948        | A      | INV #08-2022-220 OLD JAIL |        |     | 1,705.80<br>1,705.80    |
| FUND TOTAL   |              |        |                           |        |     | 1,705.80                |

| 07/21/2022FUND/DEPARTMENT/VENDOR INVOICTIME:08:59 AM | CE LISTING 006 | 0 INTE | REST AND SINKING FUND DEBT TA | CYCLE: ALL | PAGE 7 PREPARER:0004 |
|--|----------------|--------|-------------------------------|------------|----------------------|
| DEPARTMENT   |                |        |                               |            | *                    |
| NAME-OF-VENDOR                                       | INVOICE-NO     | s      | DESCRIPTION-OF-INVOICE        |            | AMOUNT               |
| 0400-INTEREST & SINKING EXPENSES                     |                |        |                               |            |                      |
| BROADWAY BANK  | 80927          | A      | LOAN #1755110000              |            |                      |
| UMB BANK, N.A.                                       | 80957          | A      | BCT21                         |            | 2,649.50             |
| DEPARTMENT TOTAL                                     |                | 23     | BC121                         |            | 7,314.00             |
|  |                |        |                               |            | 9,963.50             |
| FUND TOTAL   |                |        |                               |            |                      |
|  |                |        |                               |            | 9,963.50             |

•

| 07/21/2022FUND/I<br>TIME:08:59 AM | DEPARTMENT/VENDOR | INVOICE | LISTING |      | 9999 | GRAND | TOTAL | PAGE              | CYCLE: | ALL | PAGE 8     |
|-----------------------------------|-------------------|---------|---------|------|------|-------|-------|-------------------|--------|-----|------------|
| DEPARTMENT NAME-OF-VENI           | OOR               |         | INVOIC  | E-NC | )    | s     | DESCR | IPTION-OF-INVOICE |        |     | AMOUNT     |
| GRAND 1                           | TOTAL             |         |         |      |      |       |       |                   |        |     | 296,809.46 |

draft

ORDER AUTHORIZING THE ISSUANCE OF BLANCO COUNTY, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE CERTIFICATE; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, AND AN INVESTMENT LETTER; AND AUTHORIZING OTHER MATTERS RELATED TO THE CERTIFICATE

| THE STATE OF TEXAS |  |
|--------------------|--|
| COUNTY OF BLANCO   |  |
|                    |  |

WHEREAS, the Commissioners Court of Blanco County, Texas (the "County") deems it advisable to issue a Certificates of Obligation in the aggregate principal amount of \$3,500,000 for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, extending, expanding, upgrading and/or developing (i) a public safety facility to include services for STAR Flight, (ii) the County's existing fair and rodeo facilities and (iii) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificate.

WHEREAS, the Certificate hereinafter authorized and designated is to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended; and

WHEREAS, on May 24, 2022 the Commissioners Court passed a resolution authorizing and directing the giving of notice of intention to issue the Certificate; and

**WHEREAS**, the notice was published on June 1, 2022 and June 8, 2022 in the *Johnson City Record Courier*, a newspaper of general circulation in the County and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the County received no legally valid petition from the qualified electors of the County protesting the issuance of the Certificate; and

WHEREAS, it is considered to be in the best interest of the County that the interest bearing Certificate be issued.

# BE IT ORDERED BY THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Certificate is hereby authorized to be issued and delivered in the aggregate principal amount of \$3,500,000 for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, extending, expanding, upgrading and/or developing (i) a public safety facility to include services for STAR Flight, (ii) the County's existing fair and rodeo facilities and (iii) professional services including fiscal,

engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificate.

MATURITIES OF THE CERTIFICATE. Each certificate issued pursuant to this Order shall be designated: "BLANCO COUNTY, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated August 16, 2022, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule::

| <u>Year</u> | <b>Amount</b> | <u>Year</u> | Amount |
|-------------|---------------|-------------|--------|
| 2023        |               | 2031        |        |
| 2024        |               | 2032        |        |
| 2025        |               | 2033        |        |
| 2026        |               | 2034        |        |
| 2027        |               | 2035        |        |
| 2028        |               | 2036        |        |
| 2029        |               | 2037        |        |
| 2030        |               |             |        |

The term "Certificates" as used in this Order shall mean and include collectively the certificate initially issued and delivered pursuant to this Order and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

**Section 3. INTEREST**. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Order to their respective dates of maturity at the following rates per annum:

| <u>Year</u> | Interest Rate | <u>Year</u> | <b>Interest Rate</b> |
|-------------|---------------|-------------|----------------------|
| 2023        |               | 2031        |                      |
| 2024        |               | 2032        |                      |
| 2025        |               | 2033        |                      |
| 2026        |               | 2034        |                      |
| 2027        |               | 2035        |                      |
| 2028        |               | 2036        |                      |
| 2029        |               | 2037        |                      |
| 2030        |               |             |                      |

Section 4. CHARACTERISTICS OF THE CERTIFICATES. Transfer, Conversion and Exchange; Authentication. (a) The County shall keep or cause to be kept at BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificate (the "Registration Books"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificate shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Order. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel any paid Certificate and any Certificate surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the

printing, execution and delivery of the substitute Certificate in the manner prescribed herein, and said Certificate shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Section 6 thereof, the duty of conversion and exchange of Certificate as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

- (b) Payment of Certificate and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificate, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Certificate, and of all conversions and exchanges of Certificate, and all replacements of Certificate, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.
- (c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Certificates, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Certificate shall be payable and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Certificate, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Order. The Certificate initially issued and delivered pursuant to this Order is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.
- (d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Certificate that at all times while the Certificate is outstanding the County will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificate under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the County covenants that

promptly it will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificate, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificate, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) <u>Book-Entry-Only System</u>. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and

subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

- (f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Order.
- (g) <u>Payments to Cede & Co</u>. Notwithstanding any other provision of this Order to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the County to DTC.
- (h) <u>DTC Blanket Letter of Representations</u>. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.
- (i) <u>Cancellation of Initial Certificate</u>. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Order, executed by manual or facsimile signature of the Judge and County Clerk, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Order or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.
- Section 5. FORM OF CERTIFICATE. (a) The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Order.

# **FORM OF CERTIFICATE**

NO. R-

# UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF BLANCO

PRINCIPAL AMOUNT

# COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION SERIES 2022

| INTEREST | DATE OF         | MATURITY     | CUSIP NO. |
|----------|-----------------|--------------|-----------|
| RATE     | CERTIFICATE     | DATE         |           |
|          | August 16, 2022 | August 1, 20 |           |

### **REGISTERED OWNER:**

# PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above BLANCO COUNTY, TEXAS (the "County"), being a political subdivision of the State of Texas, for value received, hereby promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on February 1, 2023 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full...

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at BOKF, NA, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Certificate (the "Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the

close of 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF A DATE for the payment of the principal of or interest on the Certificate is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated August 16, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$3,500,000, for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, extending, expanding, upgrading and/or developing (i) a public safety facility to include services for STAR Flight, (ii) the County's existing fair and rodeo facilities and (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 1, 2031, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2032 may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the County and if less than all of a maturity is to

be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Order) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Order, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of \$5,000 and in any integral multiple of \$5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination

of \$5,000 and any integral multiple of \$5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said County, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the County, is additionally secured by and payable from the surplus revenues of the County 's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the County's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the County's Waterworks and Sewer System, which amount shall not exceed \$1,000 all as provided in the Order.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, acknowledges that the Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and

| provisions of<br>hereof and th | f this Certificate and the Order con<br>le County.                 | stitute a contract between each Registered Owner  |
|--------------------------------|--|---|
| IN W<br>County, unde           | WITNESS WHEREOF, this Certier its official seal, in accordance wi  | ificate has been duly executed on behalf of the th law.   |
| County Clerk                   | k, Blanco County, Texas  | County Judge, Blanco County, Texas  |
| [COUNTY S                      | EAL]   |   |
| (b)                            | [Form of Certificate of Paying A                                   | gent/Registrar]   |
|                                | CERTIFICATE OF PAYI  | ING AGENT/REGISTRAR   |
| was approved                   | which this Certificate is a part was                               | o in the within mentioned Order. The series of soriginally issued as one Initial Certificate which ate of Texas and registered by the Comptroller of  |
|                                |  | BOKF, NA as Paying Agent/Registrar  |
| Dated:                         |  | By: Authorized Signatory  |
| (c)                            | [Form of Assignment]   |   |
|                                | ASSIGN   | NMENT   |
| FOR V<br>or typewrite n        | VALUE RECEIVED, the undersign name, address and zip code of transf | ned hereby sells, assigns and transfers unto (print feree):   |
| nciculiaci and                 | i neleby iffevocably constitutes and                               | ) the within Certificate and all rights appoints attorney to transfer stration hereof, with full power of substitution in   |
| Dated:                         |  |   |
|                                |  | NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar. |

| Signature (   | Guaranteed By:  |                               |                    |   |
|---|---|-------------------------------|--------------------|---|
|   |   |                               |                    |   |
| Aut   | thorized Signatory                                      |                               |                    |   |
| (d) appear on t   | The following the Initial Certificate                   | Registration e in lieu of the | Certific<br>Certif | ate of Comptroller of Public Accounts shall cate of Paying Agent/Registrar:                     |
|   | R<br>COM  | EGISTRATI<br>IPTROLLER        | ON CE<br>OF PU     | RTIFICATE OF<br>BLIC ACCOUNTS   |
|   | F THE COMPTRO<br>IC ACCOUNTS                            | LLER                          | §<br>§             | REGISTER NO   |
| THE STAT  | TE OF TEXAS   |                               | §<br>§<br>§        |   |
| the effect th   | EREBY CERTIFY hat the Attorney Ge cate has been registe | neral of the S                | State of           | le and of record in my office a certificate to<br>Texas has approved this Certificate, and that |
| WIT   | TNESS MY SIGNA  | TURE AND                      | SEAL               | OF OFFICE this  |
|   |   |                               |                    |   |
| [SEAL]  |   |                               |                    | Comptroller of Public Accounts of the State of Texas  |
|   | INSERTI   | ONS FOR T                     | HE IN              | TIAL CERTIFICATE  |
| The   | Initial Certificate sh                                  | nall be in the t              | form se            | t forth in this Section, except that:   |
| A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.   |   |                               |                    |   |
| B. the first paragraph shall be deleted and the following will be inserted:   |   |                               |                    |   |
| "ON THE DATE SPECIFIED BELOW, the Blanco County, Texas (the "County"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above: |   |                               |                    |   |
|   | Year  | Principa                      | l Amou             | Interest Rates  |
|   | <u>Year</u>   | Principa                      | l Amou             | Interest Rates  |

# (Information from Sections 2 and 3 to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2023 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND, PROJECT FUND, INVESTMENTS AND SECURITY FOR FUNDS. (a) Interest and Sinking Fund. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of said County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said County and shall be used only for paying the interest on and principal of said Certificate. All ad valorem taxes levied and collected for and on account of said Certificate shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificate is outstanding and unpaid, the governing body of said County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificate as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificate as such principal matures (but never less than 2% of the original amount of said Certificate as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said County, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of said Certificate is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificate, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificate shall be deposited in the Interest and Sinking Fund. Any such premium shall be used to only pay principal of the Certificate.

(b) <u>Project Fund</u>. The Series 2022 Project Fund is hereby created and shall be established and maintained by the County at an official depository bank of the County. Proceeds from the sale of the Certificate, excluding the premium and accrued interest, shall be deposited in the Project Fund.

- (c) <u>Investment of Funds</u>. The County hereby covenants that the proceeds of the sale of the Certificate will be used as soon as practicable for the purposes for which the Certificate is issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.
- (d) <u>Security for Funds</u>. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.
- (e) <u>Perfection</u>. Chapter 1208, Government Code, applies to the issuance of the Certificate and the pledge of ad valorem taxes granted by the County under Section 7 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificate is outstanding and unpaid such that the pledge of ad valorem taxes granted by the District under Section 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificate the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.
- (e) <u>Maintenance of Funds.</u> Any funds created pursuant to this Order may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.
- (f) <u>Interest Earnings</u>. Interest earnings derived from the investment of proceeds from the sale of the Certificate shall be used along with other certificate proceeds for the purpose for which the Certificate is issued, set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificate from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this section.
- Section 7. REVENUES. The Certificates together with other obligations of the County, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the County's sanitary landfill remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the County's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the County's sanitary landfill, with such amount not to exceed \$1,000 constituting "Surplus Revenues." The County shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be

levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Judge of the Commissioner's Court of the County and the County Clerk of the County are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

- Section 8. <u>DEFEASANCE OF THE CERTIFICATE</u>. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificates hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.
- (b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificate shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the County also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the County.
- (c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificate and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificate and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates

shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

- (d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificate and such Certificate shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.
- (e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Order, the County may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificate are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificate, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

- Section 9. <u>DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED</u> CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.
- (b) <u>Application for Replacement Certificates</u>. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the

Registered Owner applying for a replacement certificate shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

- (c) <u>No Default Occurred</u>. Notwithstanding the foregoing provisions of this section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this section.
- (d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Certificates duly issued under this Order.
- (e) <u>Authority for Issuing Replacement Certificates</u>. In accordance with Subchapter B of Texas Government Code, Chapter 1206, this Section of this Order shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 4 of this Order for Certificates issued in conversion and exchange for other Certificates.
- Section 10. CUSTODY, APPROVAL AND REGISTRATION **CERTIFICATES**; **BOND** COUNSEL'S **OPINION:** CUSIP **NUMBERS** CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge of the County is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Certificate issued and delivered under this Order, but neither shall have any legal effect, and shall be solely

for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

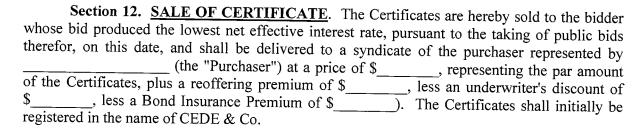
- Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATE. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificate as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Certificate covenants as follows:
  - (1) to take any action to assure that no more than 10 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificate, in contravention of section 141(b)(2) of the Code;
  - (2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificate or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
  - (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificate (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
  - (4) to refrain from taking any action which would otherwise result in the Certificate being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
  - (5) to refrain from taking any action that would result in the Certificate being "federally guaranteed" within the meaning of section 149(b) of the Code;
  - (6) to refrain from using any portion of the proceeds of the Certificate, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificate, other than investment property acquired with --
    - (A) proceeds of the Certificate invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or

less until such proceeds are needed for the purpose for which the Certificate is issued,

- (B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
- (C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificate;
- (7) to otherwise restrict the use of the proceeds of the Certificate or amounts treated as proceeds of the Certificate, as may be necessary, so that the Certificate do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage; and
- (8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and
- (9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificate) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificate has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.
- (b) <u>Rebate Fund</u>. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.
- (c) <u>Proceeds</u>. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificate. It is the understanding of the Certificate that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificate, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificate under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificate, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on

the Certificate under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Judge to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificate.

- (d) Allocation Of, and Limitation On, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Code. The County recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the County recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificate, or (2) the date the Certificate is retired. The County agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificate. For purposes of this subsection, the County shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.
- (e) <u>Disposition of Project</u>. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificate. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the County shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.
- (f) Designation as Qualified Tax-Exempt Obligations. The County hereby designates the Certificate as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the County represents, covenants and warrants the following: (a) that during the calendar year in which the Certificate is issued, the County (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Certificate, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the County reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificate is issued, by the County (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the County will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificate will not be considered "private activity bonds" within the meaning of section 141 of the Code.



- Section 13. <u>REMEDIES IN EVENT OF DEFAULT</u>. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Certificates when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Certificate, the following remedies shall be available:
  - (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and the officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and
  - (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.
- Section 14. <u>APPROVAL OF OFFICIAL STATEMENT</u>. The County hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated July \_\_\_\_\_\_, 2022 prior to the date hereof is confirmed, approved and ratified. The Commissioner's County hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.
- Section 15. <u>APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.</u> Attached hereto as <u>Exhibit "B"</u> is a substantially final form of Paying Agent/Registrar Agreement. The County Judge is hereby authorized to amend, complete or modify such agreement as necessary and are further authorized to execute such agreement and the County Clerk is hereby authorized to attest such agreement.
- Section 16. <u>CONTINUING DISCLOSURE UNDERTAKING</u>. (a) <u>Annual Reports</u>. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within nine months after the end of each fiscal year of the County ending in or after 2022, financial information and operating data, which information and data may be unaudited, with respect to the County of the general type included in the final Official Statement authorized

by Section 13 of this Order, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the County, within twelve months after the end of each fiscal year of the County ending in or after 2022. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

- (b) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:
  - A. Principal and interest payment delinquencies;
  - B. Non-payment related defaults, if material within the meaning of the federal securities laws;
  - C. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - D. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - E. Substitution of credit or liquidity providers, or their failure to perform;
  - F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates

- G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
- H. Certificate calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the County;
- M. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- O. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) <u>Limitations, Disclaimers, and Amendments</u>. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 12 of this Order that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The

County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

**Section 17.** <u>AMENDMENT OF ORDER</u>. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

- (a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.
- (b) Except as provided in paragraph (a) above, the holders of Certificate aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Certificates so as to:
  - (1) Make any change in the maturity of any of the outstanding Certificate;
  - (2) Reduce the rate of interest borne by any of the outstanding Certificate;
  - (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificate;
  - (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificate or any of them or impose any condition with respect to such payment; or
  - (5) Change the minimum percentage of the principal amount of any series of Certificate necessary for consent to such amendment.
- (c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Certificate a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once

in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Certificate.

- (d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificate then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.
- (e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Certificate shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.
- (f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificate then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.
- Section 18. <u>NO RECOURSE AGAINST COUNTY OFFICIALS</u>. No recourse shall be had for the payment of principal of or interest on the Certificate or for any claim based thereon or on this Order against any official of the County or any person executing any Certificate.
- Section 19. <u>FURTHER ACTIONS</u>. The County Judge and County Auditor of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Certificate, the initial sale and delivery of the Certificate, the Paying Agent/Registrar Agreement, the Purchase Agreement and the Official Statement. In addition, prior to the initial delivery of the Certificate, the County Judge is hereby authorized and directed to approve any non substantive changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain bond insurance or the approval of the Certificate by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

- Section 20. <u>INTERPRETATIONS</u>. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificate and the validity of the lien on and pledge to secure the payment of the Certificate.
- Section 21. <u>INCONSISTENT PROVISIONS</u>. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.
- Section 22. <u>INTERESTED PARTIES</u>. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Certificate, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Certificate.
- Section 23. <u>SEVERABILITY</u>. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.
- **Section 24.** <u>REPEALER</u>. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.
- Section 25. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Certificate or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas

Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Certificate.

#### **EXHIBIT "A"**

### WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. <u>Arbitrage</u>. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's County Judge (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least

every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

- B. <u>Private Business Use</u>. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:
- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.
- C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.
- Responsible Persons. Each Responsible Person shall receive appropriate training D. regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may necessary to carry out the purposes of these instructions.

### EXHIBIT "B"

### PAYING AGENT/REGISTRAR AGREEMENT

#### EXHIBIT "C"

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 16 of this Order.

### Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Appendix A – Audited General Purpose Financial Statements for Year Ended September 30, 2021

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



### BLANCO COUNTY MISSION, VISION AND GOALS

#### **MISSION**

Blanco County will partner with internal and external stakeholders to build a better community through effective and efficient provision of quality services.

#### **VISION**

Blanco County will be an organization characterized by accountability, professionalism, fiscal responsibility, transparency and innovative leadership focused on excellent service.

#### **GOALS**

Assure coordination among County leaders to make County government more accountable and results oriented.

Manage finances proactively by developing and monitoring short and long term financial strategies.

Improve customer service and customer satisfaction by continuous improvement of accessibility to County services.

Maximize operational efficiency and productivity through streamlined policies and processes.

Improve the satisfaction level of residents and businesses in the County through effective delivery of services.

| Adopted by Blanco County Commissioners | s Court this 26 <sup>th</sup> day of July, 2022. |
|--|--|
|  |  |
| Brett G. Bray, County Judge            | Laura Walla, County Clerk                        |



#### RESOLUTION

Whereas, Blanco County is planning the construction of a new facility to house the operation of a Travis County STAR Flight medical helicopter and a North Blanco County Emergency Medical Services (NBCEMS) ambulance on property adjacent to the Round Mountain Volunteer Fire Department fire station, and;

Whereas, The Commissioners Court of Blanco County finds it in the best interest of the citizens of Blanco County to seek grant funding for for completion of this facility from the Lower Colorado River Authority (LCRA) Community Development Partnership Program Grant (CDPPG) program, and;

Whereas, Blanco County agrees to provide any matching funds for this grant project as required by the LCRA CDPPG; and

Whereas, The Commissioners Court of Blanco County agrees that in the event of loss or misuse of grant funds, the Commissioners Court of Blanco County assures that the funds will be returned to the LCRA CDPPG, in full; and

Whereas, the Commissioners Court of Blanco County hereby designates the County Judge for Blanco County as the grantees authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant and all commitments made therein, on behalf of Blanco County.

**Now Therefore, Be it Resolved** that The Commissioners Court of Blanco County supports and approves submission of a grant application to the LCRA CDPPG for funding of the construction of the facility designed to house the STAR Flight medical helicopter and NBCEMS ambulance.

Passed and Approved this 26<sup>th</sup> day of July, 2022

Signed:
Brett G. Bray, County Judge

Attest:
Laura Walla, County Clerk

# IN THE COMMISSIONERS COURT OF BLANCO COUNTY, TEXAS

### ORDER SETTING FEES FOR ADDRESS SIGNS

WHEREAS, on December 10<sup>th</sup>, 1990, the Blanco County Commissioners Court adopted a resolution to adopt a uniform standard for naming roads and assigning numbers to property located in the unincorporated areas of the county for the safety and welfare of the citizens, and

WHEREAS, the County produced the address number signs in-house and provided them to the citizens at no cost to encourage participation in the project to assist emergency service responders to locate incidents, and

WHEREAS, the County has experienced imprecedented growin in the last five years, and

WHEREAS, the cost of sign supplies and postal fees has also increased dramatically,

NOW, THEREFORE, IT IS ORDERED that tees for the address number signs are established as follows:

- 1) The cost of each address sign that is picked up in house shall be \$15.00
- 2) The cost of each address sign that is sent in USPS shall be \$20.00

This change shall be effective as of October 1, 2022.

| PASSED AND APPROVED by the Blanco and lawfully convened meeting on this day | County Commissioners Court at a duly called of, 2022. |
|---|---|
| ATTEST:   | Brett Bray, Blanco County Judge                       |
| Laura Walla, Blanco County Clerk  |   |

# ORDER OF APPOINTMENT OF ELECTION JUDGE TO A ONE-YEAR (UNEXPIRED) TERM

The Commissioners Court of Blanco County does hereby appoint the following election alternate judges to a one-year term to begin July 26, 2022, and terminate August 31, 2023, pursuant to Chapter 32, Texas Election Code.

| Prec   Election Day Site  | Address  | Presiding Judge                              | Alternate Judge                       |
|---|--|--|---------------------------------------|
| 102 First Baptist Church  | 1200 4th Street<br>Blanco, Tx 78606                            |  | Rachelle Willgren                     |
| 302 Courthouse Annex - Hoppe Ro   | oom 101 E. Cypress<br>Johnson City, Tx 78636                   |  | Eric Porter                           |
| It is hereby directed that this ordinate the custodian of the election rec              | ords for Dianco County.  |  |                                       |
| The Tax Assessor Collector is horesiding and alternate judge to<br>Fexas Election Code. | ereby instructed to send a no<br>notify them of their appointr | otice of appointment<br>ment in accordance v | to each election vith Section 32.009, |
| APPROVED AND PA   | ASSED this 26th day of Jul                                     | ly, 2022.                                    |                                       |
|   |  |  |                                       |
|   | H. D. H.D.   |  |                                       |
|   | Hon. Brett Bray<br>Blanco County Judg                          | ge   |                                       |
|   |  |  |                                       |
| Hon. Tommy Weir   |  |  |                                       |
| County Commissioner, Pct. 1   |  | Hon. Emil Ray Uecker County Commissioner     |                                       |
|   |  | -  | ,                                     |
|   |  |  |                                       |
| Ion. Chris Liesmann<br>County Commissioner, Pct. 3                                      | C () ()  | Hon. Paul Granberg                           |                                       |
|   |  | County Commissioner                          | , Pct. 4                              |
| ttest:  |  |  |                                       |
|   |  |  |                                       |
| on. Laura Walla   |  |  |                                       |
| anco County Clerk   |  |  |                                       |

Ph: 512-916-6000 Fax: 512-916-6001

www.capcog.org



BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

### MEMORANDUM June 24, 2022

TO:

**CAECD Board of Managers** 

FROM:

Andrew Hoekzema, Director of Regional Planning and Services

RE:

FY 2023 9-1-1 GIS Contracts

The Regional Planning and Services (RPS) division is requesting approval of 9-1-1 GIS contracts with City of Austin and Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, and Williamson Counties to support ongoing work to maintain and update GIS databases needed to ensure accurate and efficient routing of 9-1-1 calls and text messages and response to those calls. Funding amounts are based on a formula established by the board in February 2020<sup>1</sup> and the number of records in each local government's databases as of June 2021. The funding for each local government is shown below.

| Local Government | FY 2022 Funding | <b>Database Records</b> | FY 2023 Funding | Change in   | % Change   |
|------------------|-----------------|-------------------------|-----------------|-------------|------------|
|                  | Amount          | 6/1/2022                | Amount          | Funding)    | in Funding |
| Bastrop          | \$141,198.95    | 63,799                  | \$145,368.85    | \$4,169.90  | 2.95%      |
| Blanco           | \$46,906.25     | 10,268                  | \$48,773.00     | \$1,866.75  | 3.98%      |
| Burnet           | \$121,073.95    | 44,429                  | \$123,093.35    | \$2,019.40  | 1.67%      |
| Caldwell         | \$99,395.30     | 24,469                  | \$100,139.35    | \$744.05    | 0.75%      |
| Fayette          | \$101,082.35    | 25,854                  | \$101,732.10    | \$649.75    |            |
| Hays             | \$193,725.20    | 112,365                 | \$201,219.75    | \$7,494.55  | 0.64%      |
| Lee              | \$59,755.00     | 12,826                  | \$60,923.50     | \$1,168.50  | 3.87%      |
| Llano            | \$95,680.80     | 20,610                  | \$95,701.50     | \$20.70     | 1.96%      |
| City of Austin   | \$614,575.75    | 481,204                 | \$625,384.60    |             | 0.02%      |
| Williamson       | \$419,672.60    | 328,099                 |                 | \$10,808.85 | 1.76%      |
| Total            | \$1,893,066.15  |                         | \$449,313.85    | \$29,641.25 | 7.06%      |
|                  | 71,000,000.15   | 1,123,923               | \$1,951,649.85  | \$58,583.70 | 3.09%      |

<sup>&</sup>lt;sup>1</sup> \*\$4.75 per record for 1<sup>st</sup> 20,000 records, \$1.15 per record beyond the first 20,000. Includes address points, road centerlines, city limits, emergency service zones (ESZs), fire emergency service boundaries (ESB), law enforcement ESB, and emergency medical service ESB

## Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2023

#### 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Blanco County ("PUBLIC AGENCY") is Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments CAPCOG), and their representatives, individually, officially, and collectively.

#### 2. Goods and Services

2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

#### 3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

- 4. Effective Date and Term of Contract
  - 4.1. This contract takes effect October 1, 2022, and terminates on September 30, 2023, unless terminated earlier under Section 10.
- 5. Contract Price and Payment Terms
  - 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$48,773.00.
  - 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2022 – December 31, 2022: \$12,193.25, invoice due by close of business, Tuesday, January 9, 2023;

January 1, 2023 – March 31, 2023: \$12,193.25, invoice due by close of business, Friday, April 7, 2023;

April 1, 2023 – June 30, 2023: \$12,193.25, invoice due by close of business, Monday, July 10, 2023; and

July 1, 2023 – September 30, 2023: \$12,193.25, invoice due by close of business, Friday, October 6, 2023.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.
- 6. Compliance with Applicable Law and Policy
  - 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.
- 7. Independent Contractor, Assignment, and Subcontracting
  - 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

- 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.
- 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

#### 8. Records and Monitoring

- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

### 9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

### 10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

#### 11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

- mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.
- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

### 12. Notice to Parties and Project Representatives

- 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
- 12.3. PUBLIC AGENCY's address is: 101 E. Cypress, Johnson City TX 78636, Attn: Judge Brett Bray.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Devon Humphrey, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and his e-mail is <a href="mailto:dhumphrey@capcog.org">dhumphrey@capcog.org</a>
- 12.6. Kathy Strickland is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (830) 868-4266, and her e-mail is <a href="mailto:kstrickland@co.blanco.tx.us">kstrickland@co.blanco.tx.us</a>.

#### 13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

**BLANCO COUNTY** 

CAPITAL AREA COUNCIL OF GOVERNMENTS

| Ву:     |  |                    |
|---------|--|--------------------|
| Name:   | Brett Bray                             | Betty Voights      |
| Title   | County Judge                           | Executive Director |
| Date:   | Date:                                  |                    |
| Date of | PUBLIC AGENCY Governing Body Approval: |                    |
|         |  |                    |

# Attachment A: Scope of Work

#### **Overview**

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

- 1. Calls and texts must be routed to the correct public safety answering point (PSAP);
- 2. The correct emergency service provider must be dispatched to the appropriate location; and
- 3. The emergency responders must be able to know the most efficient route to reach that location.

#### **Definitions**

#### Core 9-1-1 GIS data terminology:

- 9-1-1 GIS Database: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
- 2. <u>Data Layer</u>: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
- 3. Address Points (SSAPs): A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
- 4. Road (Street) Centerlines (RCLs): A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
- 5. <u>City Limit (Municipal) Boundary</u>: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
- 6. <u>Automatic Location Information (ALI) Database</u>: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
- 7. <u>Legacy Master Street Address Guide (MSAG) Database:</u> A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

#### Specialized NG9-1-1 GIS terminology:

Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

- 2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
- 3. <u>Emergency Service Boundary (ESB)</u>: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
- 4. <u>Emergency Service Zone (ESZ)</u>: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
- 5. <u>Database Schema</u>: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
- 6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
- 7. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

#### **Quality Control terminology:**

- Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control
  platform provided by AT&T/Intrado used for identifying critical errors that affect call and
  dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable)
  data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors
  that affect dispatch.
- <u>DataHub</u>: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
- 3. New Error: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
- 4. <u>Legacy Error</u>: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

- 5. Accuracy Rate: The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
- 6. <u>Error Rate</u>: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
- 7. <u>Critical Error</u>: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
- 8. <u>Significant Error</u>: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
- 9. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

### Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

- 1. Street Addresses
- 2. Roads
- 3. City limit boundaries
- 4. Law ESB\*
- 5. Fire ESB\*
- 6. Emergency Medical Service ESB\*
- 7. ESZs\*
- 8. Other pertinent information

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any subcontracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 5, 2022.

<sup>\*</sup>Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.F: By October 7, 2022, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their provisioning boundary. Ideally, this should take the form of a polygon layer identifying each distinct area covered by an agency with addressing responsibility.

### Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.<sup>1</sup> . PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File

<sup>&</sup>lt;sup>1</sup> Available online at: <a href="http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/">http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/</a>

geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1<sup>st</sup> business day of each month or up to five business days prior to the 1<sup>st</sup> business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. PUBLIC AGENCY shall submit city limit boundaries that include the entire extent of any city limits wholly or partially located within its provisioning boundary, including any part of a city limit boundary that extends outside of its provisioning boundary. The quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 2.F: If CAPCOG identifies any situations in which a road centerline is coincident with a provisioning boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data prior to the next monthly data submission. Once CAPCOG confirms that both agencies have agreed on a division of responsibility, those road centerline features will be considered the exclusive responsibility of each agency in order to avoid duplication.

### Task 3: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this

window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

### **Content of Quarterly Reports**

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
  - o Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

### **Operational Timeline**

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

| Month Submission Wind |                        | Error Correction<br>Window | CAPCOG Pushes out PSAP Map Update |
|-----------------------|------------------------|----------------------------|-----------------------------------|
| October 2022          | 9/26/2022 – 10/3/2022  | 10/4/2022 - 10/7/2022      | 10/11/2022                        |
| November 2022         | 10/25/2022 – 11/1/2022 | 11/2/2022 - 11/7/2022      | 11/9/2022                         |
| December 2022         | 11/22/2022 - 12/1/2022 | 12/2/2022 - 12/7/2022      | 12/9/2022                         |
| January 2023          | 12/22/2022 - 1/3/2023  | 1/4/2023 – 1/9/2023        | 1/11/2023                         |
| February 2023         | 1/25/2023 - 2/1/2023   | 2/2/2023 – 2/7/2023        | 2/9/2023                          |
| March 2023            | 2/22/2023 - 3/1/2023   | 3/2/2023 – 3/7/2023        | 3/9/2023                          |
| April 2023            | 3/27/2022 - 4/3/2022   | 4/4/2022 – 4/7/2023        | 4/11/2023                         |
| May 2023              | 4/24/2023 - 5/1/2023   | 5/2/2023 – 5/5/2023        | 5/9/2023                          |
| June 2023             | 5/24/2023 - 6/1/2023   | 6/2/2023 - 6/7/2023        | 6/9/2023                          |

| Month          | Submission Window    | Error Correction<br>Window | CAPCOG Pushes out<br>PSAP Map Update |  |
|----------------|----------------------|----------------------------|--------------------------------------|--|
| July 2023      | 6/26/2023 – 7/3/2023 | 7/5/2023 – 7/10/2023       | 7/12/2023                            |  |
| August 2023    | 6/25/2023 - 8/1/2023 | 8/2/2023 - 8/5/2023        | 8/9/2023                             |  |
| September 2023 | 8/25/2023 – 9/1/2023 | 9/2/2023 - 9/8/2023        | 9/12/2023                            |  |

### **Review of Deliverables and Invoices**

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

- 1. Month 1: complete, updated road centerline database provided usable for map update by  $5^{\rm th}$  business day of the month: 1/6 of quarterly invoice
- 2. Month 1: complete, updated address point database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
- 3. Month 2: complete, updated road centerline database provided usable for map update by  $5^{th}$  business day of the month: 1/6 of quarterly invoice
- 4. Month 2: complete, updated address point database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
- 5. Month 3: complete, updated road centerline database provided usable for map update by 5<sup>th</sup> business day of the month: 1/6 of quarterly invoice
- 6. Month 3: complete, updated address point database provided usable for map update by  $5^{th}$  business day of the month: 1/6 of quarterly invoice

### **CAPCOG Guidance and Direction**

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

# Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)

### 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- Mandatory (M) signifies an attribute value must exist
- Conditional (C) signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- Optional (O) signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- TEXT string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- DATE Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE double precision floating point numeric values with decimals
- **LONG** whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

### 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

### 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST\_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

### 2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

| FIELD NAME | M/C/O | TYPE | WIDTH   | DESCRIPTION/ VALID ENTRIES  |
|------------|-------|------|---------|---|
| SOURCE     | M     | TEXT | 75      | Agency that last updated the record, i.e. FAYETTE TRAVIS  |
| PROVIDER   | M     | TEXT | 75      | The name of the regional 911 authority CAPCOG will populate   |
| LAST_MOD   | M     | DATE | 26      | Date of last update using ISO 8601 format   |
| EFF_DATE   | 0     | DATE | 26      | Date the new record information goes into effect in ISO 8601 format   |
| SEGMENTID  | 0     | LONG | DEFAULT | Unique segment ID CAPCOG will populate prior to uploading to PSAP.  May also serve as a placeholder field to populate |
| RCL_UNIQID | M     | TEXT | 100     | Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us  |
| COUNTRY    | М     | TEXT | 2       | Country name represented by two capital letters   |
| L_STATE    | M     | TEXT | 2       | Left state name by two letters defined by USPS publication 28   |
| R_STATE    | М     | TEXT | 2       | Right state name by two letters defined by USPS publication 28  |
| L_COUNTY   | М     | TEXT | 40      | Fully spelled county name on the left side of the road  |
| R_COUNTY   | M     | TEXT | 40      | Fully spelled county name on the right side of the road   |
| L_MUNI     | М     | TEXT | 100     | Name of municipality on Left, if none populate with "UNINCORPORATED"  |
| R_MUNI     | М     | TEXT | 100     | Name of municipality on Right, if none populate with "UNINCORPORATED"   |
| L_MUNI_DIV | С     | TEXT | 100     | Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"  |

| FIELD NAME | M/C/O | TYPE  | WIDTH   | DESCRIPTION/ VALID ENTRIES  |
|------------|-------|-------|---------|---|
| R_MUNI_DIV | С     | TEXT  | 100     | Name of municipality division on Right i.e. "WARE 5 FRIENDSHIP DISTRICT"          |
| L_NBRHOOD  | 0     | TEXT  | 100     | Name of neighborhood or subdivision on Left                                       |
| R_NBRHOOD  | 0     | TEXT  | 100     |   |
| L_RNG_PRE  | c     | TEXT  | 15      | Name of neighborhood or subdivision on Right                                      |
|            |       |       |         | Part of an address preceding the numeric address on Left                          |
| R_RNG_PRE  | С     | TEXT  | 15      | Part of an address preceding the numeric address on Right                         |
| LF_ADDR    | M     | LONG  | DEFAULT | Left address number at the FROM node  |
| LT_ADDR    | М     | LONG  | DEFAULT | Left address number at the TO node  |
| RF_ADDR    | М     | LONG  | DEFAULT | Right address number at the FROM node   |
| RT_ADDR    | М     | LONG  | DEFAULT | Right address number at the TO node   |
| L_PARITY   | М     | TEXT  | 1       | F. O. B. 7 for Even Odd Dath and 1981   |
|            |       |       |         | E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)                  |
| R_PARITY   | M     | TEXT  | 1       | E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)                  |
| L_POST_COM | С     | TEXT  | 40      | City name for the ZIP of an address, as given in the USPS on Left                 |
| R_POST_COM | С     | TEXT  | 40      | City name for the ZIP of an address, as given in the                              |
| L ZIP      | С     | TEXT  | 5       | USPS on Right   |
| R_ZIP      | C     | TEXT  |         | 5-digit numeric postal code area on Left  |
| L_ESN      | M     | TEXT  | 5       | 5-digit numeric postal code area on Right   |
|            | 171   | IEAI  | 5       | 5-digit Emergency Service Number as identified by                                 |
|            |       |       |         | ESN on Left. If the ESN number only has 2-3 digits,                               |
| R_ESN      | М     | TEXT  | 5       | it must be preceded by zeros  |
| -          |       | 12/(1 |         | Emergency Service Number as identified by ESN                                     |
|            |       |       |         | on Right. Must bePreceded by zeros if less than 5 digits, i.e. "00088" for ESN 88 |
| L_MSAG     | М     | TEXT  | 30      | Valid service community as identified by MSAG on                                  |
|            |       |       |         | Left  |
| R_MSAG     | M     | TEXT  | 30      | Valid service community as identified by MSAG on                                  |
|            |       |       |         | Right   |
| PRE_MOD    | 0     | TEXT  | 15      | Word or phrase separate from type and direction                                   |
|            |       |       |         | that precedes PRE_DIR i.e.Access, Alternate,                                      |
|            |       |       |         | Business, Connector, Extension, Scenic, Spur,                                     |
|            |       |       |         | Ramp Underpass, Overpass  |
| PRE_DIR    | С     | TEXT  | 2       | Leading directional prefix N, S, E, W, NE, NW, SE, SW                             |
| PRE_TYPE   | С     | TEXT  | 20      | Spelled out word or phrase that precedes and                                      |
|            |       |       |         | identifies a type of thoroughfare   |
| ST_NAME    | M     | TEXT  | 60      | Legal street name as assigned by local addressing authority                       |
| ST_TYPE    | С     | TEXT  | 4       | Type of street following the street name, valid                                   |
|            |       |       |         | entries on USPS Pub 28  |

| FIELD NAME | M/C/O | TYPE | WIDTH   | DESCRIPTION/ VALID ENTRIES   |
|------------|-------|------|---------|--|
| POST_DIR   | С     | TEXT | 2       | Trailing directional suffix N, S, E, W, NE, NW, SE, SW   |
| POST_MOD   | С     | TEXT | 12      | Word or phrase separate from type and direction that follows ST_NAME   |
| FULL_NAME  | M     | TEXT | 125     | Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces |
| ST_ALIAS   | С     | TEXT | 125     | Entire alias street name assigned to street segment  |
| ONE_WAY    | 0     | TEXT | 2       | B, FT, TF for Both, FROM node to TO node, TO node to FROM node   |
| SP_LIMIT   | 0     | LONG | DEFAULT | Posted speed limit in MPH  |
| CLASS      | М     | TEXT | 4       | Street type designation code (See Road Class Codes below)  |
| RDCLS_TYP  | 0     | TEXT | 15      | See valid Road Class Types below   |
| NOTES      | 0     | TEXT | 75      | Additional information   |

### 2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH Interstate
- US US highways SH State highways
- FM Farm to Market, Ranch Road, Ranch to Market
- LS City Street, County Road, Park Road, Recreational, Frontage RoadAC Access Road, Crossover
- PVT- Private RoadTR Toll Road
- RAMP- On-ramp, Off-ramp
- DW Driveways

### 2.4 Road Class I Types

The following list of codes are used in the "RDCLS\_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road)Ramp
- Service (usually along a limited access highway) Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

### 3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

### 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferencedsurvey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or otherauthoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their truelocation or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

#### 3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

| FIELD NAME     | M/C/O | TYPE | WIDTH   | DESCRIPTION/ VALID ENTRIES  |
|----------------|-------|------|---------|---|
| SOURCE         | M     | TEXT | 75      | Agency that last updated the record, i.e. HAYS, WILLIAMSON  |
| PROVIDER       | M     | TEXT | 75      | The name of the regional 911 authority CAPCOG will populate   |
| LAST_MOD       | M     | DATE | 26      | Date of last update using ISO 8601 format   |
| EFF_DATE       | 0     | DATE | 26      | Date the new record information goes into effect in ISO 8601 format   |
| SITE_ID        | О     | LONG | DEFAULT | Unique site ID CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field                                   |
| SITEUNQID      | M     | TEXT | 100     | Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us  |
| COUNTRY        | M     | TEXT | 2       | Country name represented by two capital letters   |
| STATE          | M     | TEXT | 2       | State name by two letters defined by USPS publication 28  |
| COUNTY         | M     | TEXT | 40      | County name or equivalent fully spelled out   |
| MUNICIPAL      | M     | TEXT | 100     | Name of municipality, if none populate with "UNINCORPORATED"  |
| MUNI_DIV       | С     | TEXT | 100     | Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"   |
| NBRHOOD        | С     | TEXT | 100     | Name of neighborhood or subdivision where the address is located  |
| ADDNUM_PR<br>E | 0     | TEXT | 15      | Part of an address leading the numeric address  |
| ADDR_NUM       | M     | LONG | DEFAULT | Numeric identifier of a location along a thoroughfare   |
| ADDNUM_SU<br>F | С     | TEXT | 15      | Part of an address following the address number i.e. ½, B   |
| PRE_MOD        | 0     | TEXT | 15      | Word or phrase separate from type and direction that precedes PRE_DIR i.e.Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass |

| FIELD NAME | M/C/O | TYPE | WIDTH | DESCRIPTION/ VALID ENTRIES   |
|------------|-------|------|-------|--|
| PRE_DIR    | С     | TEXT | 2     | Leading directional prefix N, S, E, W, NE, NW, SE, SW  |
| PRE_TYPE   | 0     | TEXT | 20    | Spelled out word or phrase that precedes and identifies a type of thoroughfare   |
| ST_NAME    | М     | TEXT | 60    | <u>Legal</u> street name as assigned by local addressing authority   |
| ST_TYPE    | С     | TEXT | 4     | Type of street following the street name, valid entries on USPS Pub 28   |
| POST_DIR   | С     | TEXT | 2     | Trailing directional suffix N, S, E, W, NE, NW, SE, SW   |
| POST_MOD   | 0     | TEXT | 12    | Word or phrase separate from type and direction that follows ST_NAME   |
| FULL_NAME  | M     | TEXT | 125   | Full street name, must be identical to the site's related road FULL_NAME   |
| ST_ALIAS   | С     | TEXT | 125   | Entire alias street name assigned to related street segment  |
| FULL_ADDR  | M     | TEXT | 170   | Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces |
| ESN        | M     | TEXT | 5     | Emergency Service Number associated with the address and community namePreceded by '0' if digits are less than 5                     |
| MSAG_COM   | M     | TEXT | 30    | Valid service community associated with the location of the address  |
| POSTAL_COM | М     | TEXT | 40    | City name for the ZIP of an address, as given in the USPS  |
| ZIP        | С     | TEXT | 5     | 5-digit numeric postal code area   |
| ZIP4       | 0     | TEXT | 4     | ZIP plus 4 code without the dash   |
| BLDG       | 0     | TEXT | 75    | One among a group of buildings that have the same address  |
| FLOOR      | 0     | TEXT | 75    | A floor, story or level within a building  |
| UNIT       | 0     | TEXT | 75    | A suite or group of rooms within a building that share the same entrance   |
| ROOM       | 0     | TEXT | 75    | A single room within a building  |
| SEAT       | 0     | TEXT | 75    | A place where a person sits within a building i.e. cubicle   |
| LANDMARK   | 0     | TEXT | 150   | The name by which a prominent feature is publicly known or Vanity address  |

| FIELD NAME | M/c/o | TYPE   | WIDTH   | DESCRIPTION/ VALID ENTRIES  |
|------------|-------|--------|---------|---|
| MILEPOST   | С     | LONG   | DEFAULT | A posted numeric measurement from a given beginning point                           |
| SITE_TYPE  | С     | TEXT   | 50      | Type of feature identified by the address i.e. residential, office, store, school   |
| POINT_X    | 0     | DOUBLE | DEFAULT | Longitude of point in decimal degrees using EPSG: 4326                              |
| POINT_Y    | 0     | DOUBLE | DEFAULT | Latitude of point in decimal degrees using EPSG: 4326                               |
| NOTES      | 0     | TEXT   | 254     | Additional location information, which is not a building, floor, unit, room or seat |
| ELEVATION  | 0     | DOUBLE | DEFAULT | Height above Mean Sea Level in meters   |

### 4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipartpolygon.

#### 4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

| FIELD NAME | M/C/O | TYPE | WIDTH | DESCRIPTION/ VALID ENTRIES                                  |
|------------|-------|------|-------|---|
| SOURCE     | M     | TEXT | 75    | Agency that last updated the record, i.e. BASTROP, BURNET   |
| PROVIDER   | M     | TEXT | 75    | The name of the regional 911 authority CAPCOG will populate |
| LAST_MOD   | М     | DATE | 26    | Date of last update using ISO 8601 format                   |

| FIELD NAME | M/C/O | TYPE | WIDTH | DESCRIPTION/ VALID ENTRIES  |  |
|------------|-------|------|-------|---|--|
| EFF_DATE   | 0     | DATE | 26    | Date the new record information goes into effect in ISO 8601 format   |  |
| ES_UNQID   | M     | TEXT | 100   | ID for each emergency service polygon - CAPCOG will populate  |  |
| LAW        | M     | TEXT | 60    | Name of law service provider  |  |
| FIRE       | М     | TEXT | 60    | Name of fire service provider   |  |
| MEDICAL    | M     | TEXT | 60    | Name of medical service provider  |  |
| COUNTRY    | M     | TEXT | 2     | Country name represented by two capital letters   |  |
| STATE      | M     | TEXT | 2     | State name by two letters defined by USPS publication 28  |  |
| COUNTY     | M     | TEXT | 40    | County name fully spelled out   |  |
| URI        | M     | TEXT | 254   | URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us  |  |
| URN        | М     | TEXT | 50    | The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service) |  |
| ESN        | М     | TEXT | 5     | ESN of the responding agency preceded by '0' if number of digits < 5  |  |
| TANDEM     | M     | TEXT | 3     | 911 Selected Router Code  |  |
| TANDEM2    | С     | TEXT | 3     | 911 Selected Router Code  |  |
| ESSID      | M     | TEXT | 2     | Unique tandem routing code CAPCOG will populate   |  |
| ESNGUID    | M     | TEXT | 8     | Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate   |  |
| AVCARDURI  | С     | TEXT | 254   | URI for the vCARD of contact information  |  |

### 5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

# 5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors. Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as "topology", and especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement:
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

### 5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

| FIELD NAME  | M/C/O | TYPE | WIDTH | DESCRIPTION/ VALID ENTRIES   |
|-------------|-------|------|-------|--|
| DISCRPAGID  | M     | TEXT | 75    | Agency that last updated the record, i.e. BASTROP, BURNET  |
| DATEUPDATE  | M     | DATE | 26    | Date of last update using ISO 8601 format  |
| EXPIRE      | 0     | TEXT | 26    | Unique tandem routing code CAPCOG will populate  |
| EFFECTIVE   | 0     | TEXT | 26    | The date and time when the information in the record is no longer considered valid.  |
| ES_NGUID    | M     | TEXT | 254   | Globally unique ID for each emergency service boundary polygon – Ex. 210EMS@blanco.co.tx.us                                |
| STATE       | M     | TEXT | 2     | State name by two letters defined by USPS publication 28   |
| AGENCYID    | M     | TEXT | 100   | A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov                   |
| SERVICEURI  | M     | TEXT | 254   | URN/URL for routing. Example:<br>sip:sos@ausxtxem1.travis.tx.us  |
| SERVICEURN  | М     | TEXT | 50    | The URN for the Emergency Service or other Well-<br>Known Service*   |
| SERVICENUM  | M     | TEXT | 15    | The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: 911 |
| AVCARDURI   | С     | TEXT | 254   | URI for the vCARD of contact information   |
| DISPLAYNAME | М     | TEXT | 60    | Name of the service provider that offers services within the area of an Emergency Service Boundary                         |

### 6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

### 6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) — is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

### 6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

| FIELD NAME | M/C/O | TYPE | WIDTH   | DESCRIPTION/ VALID ENTRIES  |
|------------|-------|------|---------|---|
| SOURCE     | М     | TEXT | 75      | Agency that last updated the record, i.e. CALDWELL, LLANO   |
| PROVIDER   | M     | TEXT | 75      | The name of the regional 911 authority CAPCOG will populate   |
| LAST_MOD   | M     | DATE | 26      | Date of last update using ISO 8601 format   |
| EFF_DATE   | 0     | DATE | 26      | Date the new record information goes into effect in ISO 8601format  |
| POLY_ID    | 0     | LONG | DEFAULT | Numeric Polygon ID CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field |
| MUNIUNQID  | М     | TEXT | 100     | Globally Unique ID for each municipality Ex. 9847INCM@austintexas.gov   |
| COUNTRY    | M     | TEXT | 2       | Country name represented by two capital letters   |
| STATE      | M     | TEXT | 2       | State Name (eg: TX)   |
| COUNTY     | M     | TEXT | 40      | County name fully spelled out   |
| MUNI_NM    | M     | TEXT | 100     | Name of municipality i.e. "AUSTIN"  |

### 7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker's map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction's ALI database should match to both a road centerline feature and address point feature.

#### 7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

### 7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

| FIELD NAME          | CORRESPONDING RCL OR AP FIELD                |
|---------------------|--|
| HOUSE_NUMBER        | LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM |
| HOUSE_NUMBER_SUFFIX | ADDRNUM_SUF                                  |
| PREFIX_DIRECTIONAL  | PRE DIR                                      |
| STREET_NAME         | ST NAME                                      |
| COMMUNITY           | L_MSAG_COM, R_MSAG_COM, MSAG_COM             |
| ESN                 | ESN  |
| STATE               | STATE  |