

AMENDED



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

An agenda packet containing detailed information on the items listed below is distributed to the County Judge, Commissioners, and County Clerk the Friday preceding the meeting. The agenda packet is also posted on the county website at www.burnetcountytexas.org, under Public Meetings. A hard copy of the agenda packet is available in the County Clerk's office. Our Mission Statement: The mission of Burnet County is to maintain overall efficient and effective management of county resources while providing the services mandated by state and federal law and desired by the citizens of Burnet County.

REGULAR MEETING DATE: Tuesday MARCH 12, 2024

MEETING TIME: 9:00 a.m.

MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

AMENDED AGENDA

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation from Emergency Management Coordinator Derek Marchio concerning emergency declaration for a temporary burn ban during the eclipse event (Oakley)
5. Discussion and/or action to apply for a grant for a Community Diversion Coordinator position to assist the courts and act as a mental health liaison (Oakley)
6. Discussion and/or action regarding the SB22 Grant agreement and budget (Oakley)
7. Discussion and/or action regarding the adoption of a Resolution by the Burnet County Commissioners Court for the authorization for Tax Exemption under Texas Property Code 11.36 (Oakley)

Attachments

Resolution for Childcare Exemption

8. Discussion and/or action regarding the appointment of a member of the Commissioners Court to be declared as the authorized agent to oversee and sign related documents on grants through the Texas Governor's Office. Said authority shall apply to grant applications and grants approved by the Burnet County Commissioners Court for acceptance and shall apply to all current and future grants through the Governor's Office (Oakley)
9. Discussion and/or action regarding the waiver of penalties and interest on taxes for Property ID 24718 and 24717, Kingsland Cove, Unit one, Lot 137 and 138 (Oakley)

10. Discussion and/or action regarding the approval of the Monthly Treasurer's Report for January 2024 (Oakley/Crownover)

Attachments

Treasurer Report January

11. Discussion and/or action regarding a replat of Lots 36,37,45,46,42, and 67 of The Point, Phase 1, to be known as lots 36A, 37A,45A,46A,42A, and 67A, The Point, Phase 1, reconfiguring lot lines (Beierle)
12. Discussion and/or action regarding the replat lots 9,10,12,13,14,15,18,19,29,30,31,32,62, and 63, of The Point, Phase 2, to be known as lots 9A,10A,12A,13A,14A,15A,18A,19A,29A,30A,31A,32A,62A and 63A, The Point, Phase 2, reconfiguring lot lines (Beierle)
13. Discussion and/or action regarding the preliminary plat approval for Hollingsworth Business Park North, a 1 lot subdivision located on 2 acres at 9330 E. Hwy. 71 (Dockery)
14. Discussion and/or action regarding the replat of lots 16,17, and a 0.141 southerly portion of lot 15, Block 4, Kings Cove Estates, to be known as lot 16A, Block 4, Kings Cove Estates, a combination of lots (Luther)
15. Discussion and/or action regarding a replant of lots 183-185, South Silver Creek Village, Unit 2, to be known as lot 185A, South Silver Creek Village, Unit 2, a combination of 3 lots into 1 (Luther)
16. Discussion and/or action regarding the preliminary plat approval for Frers Subdivision, consisting of 2 lots on 1.752 acres located at 136 Mountain View Circle (Luther)
17. Discussion and/or action regarding the replat of tract 6B-2, Unit 1, Swiss Village to be known as tracts 6C-1 and 6C-2, Unit 1, Swiss Village, a division of 1 tract into 2 (Luther)
18. **Executive Session.** Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551/071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).
19. Reconvene in Open Session.
20. Discussion and/or action regarding items discussed in Executive Session.
21. Discussion and/or action regarding Department Updates:

22. Acknowledgment of Receipt:
- a. ESD 1 Financial Statement
 - b. Marble Falls Area EMS Update
 - c. Bldg. Septic February Report
 - d. TXDOT Public Meeting Notice on the 281/71 intersection
 - e. Receipt of Settlement Check on the VW Diesel litigation in the amount of \$33,335.00
 - f. Email receipt from Marcia Hiatt on the ongoing hostage crisis in Gaza
 - g. MIS Summary October 1 - January 31, 2024

Attachments

ESD 1 report

MFAEMS Feb. report

Bldg Septic Feb report

TXDOT public meeting

23. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
- a. Ratify the 2/23/24 DocuSign signature for the Grant agreement for the Rural Law Enforcement Salary Assistance Program with the FY24 Senate Bill for \$350,000, Award #IA-0000000073
 - b. Bertram Art and Herb Festival Sponsorship Application for \$1500 to be paid for by Hotel/Motel tax
 - c. Mayfest Sponsorship Application for \$750 to be paid for by Hotel/Motel tax
 - d. Lakefest Sponsorship Application for \$1000 to be paid for by Hotel/Motel tax
 - e. Approval of an agreement with DIJ Construction for striping and reflective markers on Co. Rd. 404
 - f. Approval of an agreement with James Wester as Independent driver for the VetRides Program
 - g. Authorization to accept the 24 State Fund Grant ammunition for training from the National Rifle Associate on behalf of the Sheriff's Office
 - h. Service agreement with the Flock Group
 - i. Ratify the Baylor Scott & White Hospital Provider Agreement

Attachments

Salary Assistance Program

Bertram herb and art

Mayfest Sponsorship

Mayfest 2

Lakefest

Lakefest 2

DIJ Work order

vetride

NRA grant

BSW agreement

24. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:

25. The following items are part of the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:
- a. Consideration and approval of any pending personnel issues within the policy.
 - b. Consideration and approval concerning budget amendments.
 - c. Consideration and approval concerning budget line item transfers.
 - d. Consideration and authorization of payment of claims previously approved by the County Auditor.
 - e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - f. Consideration and approval regarding Departmental equipment requests and/or property transfers.
 - g. Correspondence.
26. Discussion regarding any previous agenda items.
27. Calendar Review.
28. Adjournment

The Commissioners' Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney) 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations) Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues). Compliance with the Americans with Disabilities Act, Burnet County will provide for reasonable accommodations for persons attending Commissioners' Court. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Ms. Stephanie McCormick, Commissioners' Court Coordinator, at (512) 715-5276. Please note, the location of the meeting is subject to change based upon availability of the Courtroom. If meeting location is changed, notice at the above meeting location shall be posted to ensure public access to meeting is granted.

Posted by 5:00 o'clock P.M. on the 8th day of March 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

7.

Meeting Date: 03/12/2024

Subject

Discussion and/or action regarding the adoption of a Resolution by the Burnet County Commissioners Court for the authorization for Tax Exemption under Texas Property Code 11.36 (Oakley)

Attachments

Resolution for Childcare Exemption

RESOLUTION BY THE BURNET COUNTY COMMISSIONERS COURT

Authorization for Tax Exemption under Texas Property Code 11.36

Whereas, Texas is experiencing issues concerning adequate numbers child care facilities. The lack of such facilities has a negative impact upon early childhood education opportunities for children, the ability for parents to partake in employment opportunities, and the ability for economic growth to occur.

Whereas, on November 7, 2023, to combat these issues, the voters of the State of Texas approved Proposition 2, allowing cities and/or counties the ability to create a tax exemption on a portion or all of a property's appraised value of real estate if used to operate a child-care facility.

Whereas, Texas Property Code 11.36 was modified to allow cities and counties to exempt property tax value of at least 50% up to 100% for that taxing entity on real estate that is utilized to operate a child care facility.

Whereas, Texas Property Code 11.36 specifically outlines the qualifications for such facilities. Further, upon adoption, applications and determinations on whether a piece of property meets the requirements of this outlined exemption will be the responsibility of the local county tax appraisal office.

Now, Therefore, the Burnet County Commissioners Court enters into the following Resolution:

I. Resolution

The Burnet County Commissioners Court hereby approves a tax exemption for properties utilized as a child-care facility according to Texas Property Code 11.36 beginning in the 2024 tax year and continuing thereafter. Any qualifying property shall be exempt from _____% (50% to 100%) of county property taxes. The Burnet County Tax Appraisal Office shall administer all applications made for this exemption and determine whether qualification and standards outline by Texas Property Code 11.36 are met.

This Resolution is hereby adopted by the Burnet County Commissioners Court on this ____ day of _____, 2024.

James Oakley
Burnet County Judge

Jim Luther
Burnet County Commissioner Pct. 1

Damon Beierle
Burnet County Commissioner Pct. 2

Billy Wall
Burnet County Commissioner Pct. 3

Joe Don Dockery
Burnet County Commissioner Pct. 4

ATTEST:

Vicinta Stafford
Burnet County Clerk

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

10.

Meeting Date: 03/12/2024

Subject

Discussion and/or action regarding the approval of the Monthly Treasurer's Report for January 2024
(Oakley/Crownover)

Attachments

Treasurer Report January

AFFIDAVIT

I, Karrie Crownover, Treasurer, CIO, in and for the County of Burnet, State of Texas, do present the foregoing Monthly Report to be a true and correct statement, to the best of my knowledge, of all accounts under the control of the Burnet County Treasurer for January, 2024. Any reconciling items not available to me at time of commissioners court meeting will be noted on the next month's report.

Karrie Crownover, Treasurer

Beginning Cash	\$49,987,758.01		Previous Year Balances:
and Investments Balance			\$44,191,247.58
Cash Receipts	\$29,079,063.71		
Allocated Int Earned	\$47,559.68	Combined Int	\$17,508,589.28
Interest Earned	\$212,591.10	\$260,150.78	\$4,407.82
Cash Disbursements	-\$14,909,683.22		\$96,790.03
Month Ending Cash			-\$9,712,373.64
and Investments Balance	\$64,369,729.60		\$52,580,253.25

For County purposes all contributions are hereby accepted LGC {81.302}

January 2024 contributions received:

Reserve Donations to: VetRides \$853.00

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy, and based upon presentations of the Treasurer's Office, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}
On this 12th day of March, 2024.

In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced. {LGC 114.026(d)}

James Oakley, County Judge

Jim Luther Jr., Commissioner Pct. 1

Damon Beierle, Commissioner Pct. 2

Billy Wall, Commissioner Pct. 3

Joe Don Dockery, Commissioner Pct. 4

ATTEST:

Karin Smith, Auditor

Vicinta Stafford, County Clerk

*NOTE: For a complete copy of the monthly report contact the Burnet County Treasurer's office at 512-756-5497

TOTAL CASH AND INVESTMENTS JANUARY 2024

Fund		Beq Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
FSBCT								
5	APCA	\$353,275.87		\$7,147,177.17	-\$5,784,995.91	\$8,102.29	\$1,715,457.13	\$1,715,457.13
	DA-SZ	\$143,767.29	-\$604.67	\$28,934.53	-\$28,326.69	\$607.87	\$143,770.46	\$143,770.46
	BOND	\$352,332.60		\$4,250.00	-\$2,000.00	\$0.00	\$354,582.60	\$354,582.60
	SEARCH/COPIES	\$12.70	-\$1.00	\$0.00	\$0.00	\$0.00	\$11.70	\$11.70
05-103-100	GEN POOLED CASH	\$10,523,352.10	\$567.80	\$24,655,655.18	-\$23,611,089.79	\$38,254.14	\$11,568,485.29	\$11,568,485.29
	FUNDS DETAIL EXHIBIT 'A'							
	County Clerk Clearing Acct	\$0.00		\$97,351.58	-\$97,351.58	\$250.30	\$0.00	\$0.00
	District Clerk Clearing Acct	\$0.00		\$43,419.99	-\$43,419.99	\$133.56	\$0.00	\$0.00
	JP1 Clearing Acct	\$0.00		\$10,883.66	-\$10,883.66	\$36.96	\$0.00	\$0.00
	JP2 Clearing Acct	\$0.00		\$21,307.29	-\$21,307.29	\$46.86	\$0.00	\$0.00
	JP3 Clearing Acct	\$0.00		\$8,558.69	-\$8,558.69	\$23.39	\$0.00	\$0.00
	JP4 Clearing Acct	\$0.00		\$11,808.36	-\$11,808.36	\$34.06	\$0.00	\$0.00
	Treasurer Clearing Acct	\$0.00		\$38,103.19	-\$38,103.19	\$70.25	\$0.00	\$0.00
	TOTAL CASH	\$11,372,740.56	-\$37.87	\$32,067,449.64	-\$29,657,845.15	\$47,559.68	\$13,782,307.18	\$13,782,307.18
	C.D. Investments							
	Ally Bk Sandy	\$251,930.63		\$0.00	-\$4,063.12	\$684.54	\$248,552.05	\$248,552.05
	American Exp	\$249,315.42		\$0.00	\$0.00	\$337.01	\$249,652.43	\$249,652.43
	Beal BK Plano	\$249,200.59		\$0.00	\$0.00	\$326.48	\$249,527.07	\$249,527.07
	BluPeak CU	\$248,641.06		\$0.00	-\$1,169.00	\$1,169.00	\$248,641.06	\$248,641.06
	BMW BK NOR	\$249,293.68		\$0.00	\$0.00	\$337.00	\$249,630.68	\$249,630.68
	Farmers Ins G	\$248,475.62		\$0.00	-\$249,053.15	\$577.53	\$0.00	\$0.00
	First Tech Fed	\$248,727.01		\$0.00	-\$1,126.87	\$1,126.87	\$248,727.01	\$248,727.01
	JPMorgan Cha	\$245,215.47		\$0.00	\$0.00	\$1,113.24	\$246,328.71	\$246,328.71
	LocalGov'tFC	\$248,732.45		\$0.00	-\$1,032.09	\$1,032.09	\$248,732.45	\$248,732.45
	Northeast Cml	\$252,886.96		\$0.00	\$0.00	\$1,105.81	\$253,992.77	\$253,992.77
	OakStar Bank	\$248,069.30		\$0.00	-\$1,074.21	\$1,074.21	\$248,069.30	\$248,069.30
	OCEANFIRST	\$249,132.99		\$0.00	\$0.00	\$305.41	\$249,438.40	\$249,438.40
	Pacific Wester	\$256,097.37		\$0.00	\$0.00	\$1,105.81	\$257,203.18	\$257,203.18
	PNC BK NTL A	\$252,922.63		\$0.00	\$0.00	\$1,105.81	\$254,028.44	\$254,028.44
	Santander	\$249,651.07		\$0.00	\$0.00	\$1,137.40	\$250,788.47	\$250,788.47
	US Bank Ntl A	\$249,008.99		\$0.00	\$0.00	\$1,158.46	\$250,167.45	\$250,167.45
	Vibrant CR Un	\$248,414.81		\$0.00	-\$414.81	\$1,169.00	\$249,169.00	\$249,169.00
	Americu CR U	\$248,036.35		\$0.00	-\$1,126.87	\$1,126.87	\$248,036.35	\$248,036.35
	Oregon Cmnty	\$248,412.99		\$0.00	-\$1,163.88	\$1,163.88	\$248,412.99	\$248,412.99
	Treasury							
	FEDERAL HOME LOAN BK	\$1,006,125.00		\$0.00	\$0.00	\$1,250.00	\$1,007,375.00	\$1,007,375.00
		\$5,748,290.39	\$0.00	\$0.00	-\$260,224.00	\$18,406.42	\$5,506,472.81	
	TEXPOOL							
	PRESERVATION	\$1,033.17		\$0.00	\$0.00	\$4.65	\$1,037.82	\$1,037.82
	RECORDS ARCHIVES	\$64,081.40		\$0.00	\$0.00	\$290.92	\$64,372.32	\$64,372.32
	ROAD & BRIDGE	\$1,867.85		\$0.00	\$0.00	\$8.38	\$1,876.23	\$1,876.23
	HOTEL/MOTEL	\$699.82		\$0.00	\$0.00	\$3.10	\$702.92	\$702.92
	DEBT SERVICE	\$846.64		\$0.00	\$0.00	\$3.72	\$850.36	\$850.36
	TOTAL TEXPOOL	\$68,528.88	\$0.00	\$0.00	\$0.00	\$310.77	\$68,839.65	
	LOGIC							
	HOTEL/MOTEL	\$1,045,389.38		\$150,000.00	\$0.00	\$5,344.06	\$1,200,733.44	\$1,200,733.44
	RECORDS ARCHIVES	\$65,659.67		\$0.00	\$0.00	\$307.23	\$65,966.90	\$65,966.90
	ROAD & BRIDGE	\$1,605,268.53		\$0.00	\$0.00	\$7,511.17	\$1,612,779.70	\$1,612,779.70
	GENERAL	\$6,314,677.21		\$5,000,000.00	\$0.00	\$44,632.07	\$11,359,309.28	\$11,359,309.28
	DEBT SERVICE	\$1,889,466.48		\$3,000,000.00	-\$1,350,000.00	\$16,058.85	\$3,555,525.33	\$3,555,525.33
	TOTAL LOGIC	\$10,920,461.27		\$8,150,000.00	-\$1,350,000.00	\$73,853.38	\$17,794,314.65	
	TXCLASS							
	TN2020	\$1,626,897.79		\$0.00	\$0.00	\$7,650.64	\$1,634,548.43	\$1,634,548.43
	ROAD & BRIDGE	\$1,041,712.84		\$1,000,000.00	\$0.00	\$7,317.17	\$2,049,030.01	\$2,049,030.01
	GENERAL	\$400,967.56		\$5,000,000.00	\$0.00	\$17,014.39	\$5,417,981.95	\$5,417,981.95
	CARES 2021	\$2,794,639.34		\$0.00	-\$400,000.00	\$12,174.73	\$2,406,814.07	\$2,406,814.07
	TN2022	\$3,558,977.79		\$0.00	-\$5,000.00	\$16,724.36	\$3,570,702.15	\$3,570,702.15
	DEBT SERVICE	\$915,096.29		\$0.00	\$0.00	\$4,303.34	\$919,399.63	\$919,399.63
	REST/DEDICATED FUNDS	\$6,468,384.57		\$2,000,000.00	-\$1,750,000.00	\$32,879.77	\$6,751,264.34	\$6,751,264.34
	TN2023	\$5,071,060.73		\$0.00	-\$625,000.00	\$21,956.13	\$4,468,016.86	\$4,468,016.86
	TOTAL TXCLASS	\$21,877,736.91		\$8,000,000.00	-\$2,780,000.00	\$120,020.53	\$27,217,757.44	
	TOTAL INVESTMENTS	\$38,615,017.45	\$0.00	\$16,150,000.00	-\$4,390,224.00	\$212,591.10	\$50,587,384.55	
	TOTAL CASH	\$11,372,740.56	-\$37.87	\$32,067,449.64	-\$29,657,845.15	\$47,559.68	\$13,782,307.18	\$13,782,307.18
	LESS FUND TRANSFERS			-\$7,378,609.93	\$7,378,609.93			\$0.00
	LESS INVEST TRANSFERS			-\$11,759,776.00	\$11,759,776.00			
	INVESTMENTS	\$38,615,017.45	\$0.00	\$16,150,000.00	-\$4,390,224.00	\$212,591.10	\$50,587,384.55	\$50,587,384.55
	TOTAL CASH & INVESTMENTS	\$49,987,758.01	-\$37.87	\$29,079,063.71	-\$14,909,683.22	\$212,591.10	\$64,369,691.73	\$64,369,691.73

% Rate for Month	6 Month T-Bill 5.54%	TexPool 5.35%	Logic 5.51%	TX Class 5.54%
	HCNB 5.00%			

**EXHIBIT 'A' -- POOLED CASH
JANUARY 2024**

Fund	POOLED CASH ACC	adjusted prev mo	Beginning Balance	Current Activity	End Balance	
05-103-100	GEN POOLED CASH				\$11,568,485.29	
05-103-500	PCA/APCA POOLED CASH				\$1,715,457.13	
TOTAL CASH IN BANK POOLED CASH					\$13,283,942.42	
100	GENERAL	-\$15,574.85	\$4,456,569.05	\$1,641,661.36	\$6,082,655.56	\$6,082,655.56
110	CATTY CHCK COLLEC		\$2,797.59	-\$305.03	\$2,492.56	\$2,492.56
120	D.A. SPECIAL	\$604.67	-\$7,699.86	\$0.00	-\$7,095.19	-\$7,095.19
140	HMT	-\$1.58	\$303,877.83	-\$144,228.93	\$159,647.32	\$159,647.32
150	LAW LIBRARY		\$144,904.57	\$442.30	\$145,346.87	\$145,346.87
160	WESTERN CTY TW	\$15,546.60	\$355,139.07	-\$1,857.29	\$368,828.38	\$368,828.38
170	IHC		\$0.00	\$0.00	\$0.00	\$0.00
180	RESTRICTED		\$2,291,041.37	-\$1,224.55	\$2,289,816.82	\$2,289,816.82
190	103-005	-\$0.21	\$43,223.56	-\$232.00	\$42,991.35	\$42,991.35
200	LIB		-\$71,467.62	\$72,352.37	\$884.75	\$884.75
210	HISTORICAL COMM	-\$0.83	\$172,100.94	\$744.19	\$172,844.30	\$172,844.30
221	COUNTY REC MGMT		\$1,707.21	\$22.77	\$1,729.98	\$1,729.98
222	CCLK RECORDS	-\$1.47	\$340,234.88	-\$8,820.63	\$331,412.78	\$331,412.78
223	DCLK RECORDS	-\$0.82	\$175,750.25	\$2,911.37	\$178,660.80	\$178,660.80
230	TECHNOLOGY FNDS		\$48,880.12	\$152.58	\$49,032.70	\$49,032.70
270	IMHS		-\$309,710.38	-\$310,164.09	-\$619,874.47	-\$619,874.47
290	GRANTS		-\$91,062.58	\$51,121.25	-\$39,941.13	-\$39,941.13
291			\$326.51	-\$19,036.40	-\$18,709.89	-\$18,709.89
292			\$0.00	\$0.00	\$0.00	\$0.00
293			-\$15.00	\$0.00	-\$15.00	-\$15.00
294			\$20.00	\$0.00	\$20.00	\$20.00
295			\$170,013.41	\$182,808.44	\$352,821.85	\$352,821.85
296			\$0.00	\$0.00	\$0.00	\$0.00
300	ROAD & BRIDGE	\$1.97	\$326,627.64	\$1,079,629.93	\$1,406,259.54	\$1,406,259.54
310	R&B PCT #1		\$0.00	\$0.00	\$0.00	\$0.00
320	R&B PCT #2		-\$599.40	\$0.00	-\$599.40	-\$599.40
330	R&B PCT #3		\$0.00	\$0.00	\$0.00	\$0.00
340	R&B PCT #4		-\$10,677.99	\$10,677.99	\$0.00	\$0.00
501	FLOOD RECOVERY		\$66,973.76	\$0.00	\$66,973.76	\$66,973.76
504	CHS		\$52,815.02	-\$39,159.72	\$13,655.30	\$13,655.30
505	JAIL COMM	-\$0.94	\$189,725.17	-\$12,947.35	\$176,776.88	\$176,776.88
510	BLOOD DRAW PRGM		\$38,092.20	-\$750.00	\$37,342.20	\$37,342.20
514			\$21,599.35	\$0.00	\$21,599.35	\$21,599.35
600	DS	-\$0.81	\$1,341,587.47	-\$297,474.53	\$1,044,112.13	\$1,044,112.13
700	TN	-\$0.69	\$144,423.77	\$624.50	\$145,047.58	\$145,047.58
710	Bldgs Restricted		\$265,820.03	-\$250,000.00	\$15,820.03	\$15,820.03
719	CAP PRJCTS 2019	-\$2.64	\$548,938.82	\$2,373.70	\$551,309.88	\$551,309.88
720	TN2020	-\$0.60	\$128,003.51	\$48,232.69	\$176,235.60	\$176,235.60
722	TN2022		-\$2,401.22	\$5,000.00	\$2,598.78	\$2,598.78
723	TN2023		-\$462,361.16	\$475,248.90	\$12,887.74	\$12,887.74
850	HRA		\$10,000.00	-\$1,255.71	\$8,744.29	\$8,744.29
880	T&A		\$180,935.83	-\$74,762.94	\$106,172.89	\$106,172.89
881	CASH BONDS/SUBD		\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
990	PCA		\$8,994.05	-\$5,038.52	\$3,955.53	\$3,955.53
		\$567.80	\$10,876,627.97	\$2,406,746.65	\$13,283,942.42	\$13,283,942.42
	TOTAL CLAIM ON CASH				\$13,283,942.42	
	DIFFERENCE				\$0.00	

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

22.

Meeting Date: 03/12/2024

Subject

Acknowledgment of Receipt:

- a. ESD 1 Financial Statement
 - b. Marble Falls Area EMS Update
 - c. Bldg. Septic February Report
 - d. TXDOT Public Meeting Notice on the 281/71 intersection
 - e. Receipt of Settlement Check on the VW Diesel litigation in the amount of \$33,335.00
 - f. Email receipt from Marcia Hiett on the ongoing hostage crisis in Gaza
 - g. MIS Summary October 1 - January 31, 2024
-

Attachments

ESD 1 report
MFAEMS Feb. report
Bldg Septic Feb report
TXDOT public meeting

**BURNET COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

Financial Statements

**For the Year Ended
September 30, 2023**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
September 30, 2023

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
REQUIRED SUPPLEMENTARY INFORMATION**

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT DISCUSSION AND ANALYSIS
September 30, 2023

As management of Burnet County Emergency Services District No. 1 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2023. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by \$11,074 as a result of the current year's operations. Net position at year end consisted of unrestricted net position of \$146,109.
- Total revenues from all sources were \$62,565 which represents an increase of \$5,624 over the prior year. This is due to an increase in investment income.
- Total costs of all programs were \$51,491 which represents an increase of \$1,040 over the prior year. This is due primarily to increases in contract payments.
- As of September 30, 2023, the District's governmental fund reported an ending fund balance of \$146,109, an increase of \$11,074.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. The other information includes this management's discussion and analysis as well as the budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

Governmental activities—This includes all of the District's emergency protection services which will be primarily supported with property taxes.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023

The government-wide financial statements begin on page 7. The following is a summary of net position as of September 30, 2023:

Table 1
Net Assets

	<u>Governmental Activities</u>	
	<u>9/30/2023</u>	<u>9/30/2022</u>
Current assets	\$ 146,109	\$ 135,035
Total assets	<u>146,109</u>	<u>135,035</u>
Current liabilities	-	-
Total liabilities	<u>-</u>	<u>-</u>
Net position:		
Unrestricted	146,109	135,035
' Total net position	<u>\$ 146,109</u>	<u>\$ 135,035</u>

The following table is a summary of changes in net position:

Table 2
Changes in Net Assets

	<u>Governmental Activities</u>	
	<u>9/30/2023</u>	<u>9/30/2022</u>
Revenues:		
Program revenues:		
Charges for services	\$ -	\$ -
Operating grants and contributions	-	-
Capital grants and contributions	-	-
General revenues:		
Property taxes	55,845	55,964
Interest income	<u>6,720</u>	<u>977</u>
Total revenues	<u>62,565</u>	<u>56,941</u>
Expenses:		
General government	4,646	6,648
Ambulance/facility fee	<u>46,845</u>	<u>43,803</u>
Total expenses	<u>51,491</u>	<u>50,451</u>
Change in net position	11,074	6,490
Net position - October 1	<u>135,035</u>	<u>128,545</u>
Net position - September 30	<u>\$ 146,109</u>	<u>\$ 135,035</u>

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental fund.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental fund statements* provide a detailed short-term view of the government operations and the basic services it provided and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget. The governmental fund financial statements begin on page 9, and the budgetary comparison schedule is on page 18.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 12 through 16 of this report.

General Fund Budgetary Highlights

The District did not amend the budget during the fiscal year.

Actual expenditures on a budgetary basis were 9 percent less than budgeted expenditures primarily due to less office expenses and training costs. The District's overall actual revenues were 11 percent more than budgeted due to unanticipated investment income.

Capital Assets

The District has no capital assets or debt at September 30, 2023.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to continue to stay fairly consistent in the coming year. These revenues will continue to be used to fund the operations of the emergency medical services.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of Burnet County Emergency Services District No. 1. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 1, 101 Ferguson Road, Suite A-103, Horseshoe Bay, TX 78657.

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No. 1

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 1 (District), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise Burnet County Emergency Services District No. 1's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Burnet County Emergency Services District No. 1, as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Burnet County Emergency Services District No. 1, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 1's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Burnet County Emergency Services District No. 1's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 1's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Oliver, Rainey & Wojtek, LLP

Oliver, Rainey & Wojtek, LLP
February 14, 2024

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF NET POSITION
As of September 30, 2023

	<u>Primary Government</u>	
	<u>Governmental</u>	
	<u>Activities</u>	<u>Total</u>
Assets		
Deposits and investments	<u>\$ 146,109</u>	<u>\$ 146,109</u>
Total Assets	<u>146,109</u>	<u>146,109</u>
Liabilities		
Accounts payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Net Position		
Unrestricted assets	<u>146,109</u>	<u>146,109</u>
Total Net Position	<u>\$ 146,109</u>	<u>\$ 146,109</u>

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

		Program Revenues			Net (Expense) Revenue and Change in Net Assets	
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Activities	Total
Primary government:						
Governmental activities:						
General government	\$ 4,646	\$ -	\$ -	\$ -	\$ (4,646)	\$ (4,646)
Ambulance/facility fee	<u>46,845</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(46,845)</u>	<u>(46,845)</u>
Total net (expense) revenue for governmental activities and the primary government	<u>\$ 51,491</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(51,491)</u>	<u>(51,491)</u>
General Revenues:						
Taxes						
Property taxes					55,845	55,845
Interest income					<u>6,720</u>	<u>6,720</u>
Total general revenues					<u>62,565</u>	<u>62,565</u>
Change in net assets					11,074	11,074
Net position, Beginning of Year					<u>135,035</u>	<u>135,035</u>
Net position, End of Year					\$ 146,109	\$ 146,109

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2023

	General Fund	Total Governmental Funds
Assets		
Deposits & investments	\$ 146,109	\$ 146,109
Receivables	<u>2,644</u>	<u>2,644</u>
Total Assets	<u>148,753</u>	<u>148,753</u>
Deferred Inflows of Resources		
Unavailable property taxes	<u>2,644</u>	<u>2,644</u>
Total Deferred Inflows of Resources	<u>2,644</u>	<u>2,644</u>
Fund Balance		
Unassigned	<u>146,109</u>	<u>146,109</u>
Total Fund Balance	<u>146,109</u>	<u>146,109</u>
Total Liabilities and Fund Balance	<u>\$ 148,753</u>	
Amounts reported for government activities in the Statement of Net Position are different because:		
There are no reconciling amounts for the fiscal year ended September 30, 2023		-
Net Position of Governmental Activities		<u>\$ 146,109</u>

The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
GOVERNMENTAL FUND
For the Year Ended September 30, 2023

	<u>General Fund</u>	<u>Total Governmental Funds</u>
Revenues		
Property taxes	\$ 55,845	\$ 55,845
Interest Income	<u>6,720</u>	<u>6,720</u>
Total Revenues	<u>62,565</u>	<u>62,565</u>
Expenditures		
Ambulance/facility fee	46,845	46,845
Insurance	1,942	1,942
Office Expenses	705	705
Professional fees	1,794	1,794
Training	<u>205</u>	<u>205</u>
Total Expenditures	<u>51,491</u>	<u>51,491</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	11,074	11,074
Fund Balance, Beginning of Year	<u>135,035</u>	<u>135,035</u>
Fund Balance, End of Year	<u>\$ 146,109</u>	<u>\$ 146,109</u>

The accompanying notes are an integral part of the financial statements.

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023**

Net Change in Fund Balance - Governmental Funds	\$ 11,074
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Amount reported for governmental activities in the
Statement of Activities are different because:

There are no reconciling amounts for the
fiscal year ended September 30, 2023

_____ -

Change in Net Position of Governmental Activities	<u>\$ 11,074</u>
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The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 1 (the District) was created by an election held on February 6, 2002. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. The District had no component units for the year ended September 30, 2023.

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, including bridges and roads, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the governmental fund.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies – Continued

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2023.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the District's highest level of decision-making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

The District has adopted a minimum fund balance policy for the General Fund. The policy requires the unassigned fund balance at fiscal year-end to be approximately three months of the annual operating budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the current reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of the final budget and actual results. The budget is adopted by the Board prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Board. The District adopted the current year budget on a line-item basis.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies – Continued

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2023, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental activity columns are to be presented on a consolidated basis by column, and are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The District does not allocate indirect expenses. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile the fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental categories, and the component units (if any). Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide statement of net position and statement of activities are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included in the statement of net position.

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of "available spendable resources." Governmental fund operating

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies – Continued

statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District's revenues are recognized when they become measurable and available as current assets. Available means collectible within the current year or as soon enough thereafter to be used to pay liabilities of the current year. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal year. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

Deposits and Investments

The District's investment guidelines are defined by a written investment policy that is approved by the District's Board. In accordance with this policy, the funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

NOTE 2 – Property Taxes

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October, 2022 was \$55,014.

The tax assessment of October 1, 2022, sets the tax levy at \$0.0168 per \$100 of assessed valuation at 100 percent of market value.

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

NOTE 3 – Deposits and Investments

As of September 30, 2023, cash deposits were with a depository bank in interest bearing accounts, and these balances approximated fair value. As of the balance sheet date, the District's deposits are comprised of demand deposit of \$8,667. The investments of the District also include \$137,442 with the Texas Local Government Investment Pool ("TexPool").

At September 30, 2023 all of the District's balances are either insured by the FDIC or are collateralized by registered securities held by the bank's trust department in the District's name.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2023, all District cash balances were secured.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 3 – Deposits and Investments – Continued

The public funds investment pool has been created pursuant to the Interlocal Corporation Act of the State of Texas. The District has delegated the authority to hold legal title to TexPool, as custodian, to make investment purchases with the District's funds.

The Comptroller of Public Accounts (the "Comptroller") is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company which is authorized to operate TexPool. Additionally, the Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The advisory board members review the investment policy and management fee structure. There are no maximum transactions amounts and withdrawals from TexPool may be made daily. TexPool uses amortized cost rather than fair value to report net assets share price.

NOTE 4 – Commitments

Effective October 1, 2017, through September 30, 2020, the District, jointly with Llano County Emergency District No. 1 (LCESD1), entered into a contract with Marble Falls Area Emergency Medical Service, inc. to provide EMS Services to the residents of both districts. The contract has been renewed for the years ended October 1, 2023, to September 30, 2026. Future payments for services under the new contract are below:

<u>Year End</u>	<u>Amount</u>
9/30/2024	\$ 464,600
9/30/2025	473,892
9/30/2026	<u>473,369</u>
	<u>\$ 1,411,861</u>

Yearly the District contracts with the LCESD1 for their portion of these payments as well as their portion of administrative services provided by Logan Consulting. The total payments from the District to LCESD1 in the year ended September 30, 2023, totaled \$46,845.

NOTE 5 – Subsequent Events

The District did not have any subsequent events through February 14, 2024, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2023.

REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2023

	<u>Budget</u>		<u>Actual Amounts</u>	<u>Variance with Final</u>
	<u>Original</u>	<u>Final</u>	<u>Budgetary Basis</u>	<u>Final Budget</u> <u>Positive (Negative)</u>
Revenues				
Property taxes	\$ 55,869	\$ 55,869	\$ 55,845	\$ (24)
Interest income	450	450	6,720	6,270
Total Revenues	<u>56,319</u>	<u>56,319</u>	<u>62,565</u>	<u>6,246</u>
Expenditures				
Ambulance/facility fee	47,345	47,345	46,845	500
Insurance	1,942	1,942	1,942	-
Office expenses	3,532	3,532	705	2,827
Professional fees	1,000	1,000	1,794	(794)
Travel and training	2,500	2,500	205	2,295
Total Expenditures	<u>56,319</u>	<u>56,319</u>	<u>51,491</u>	<u>4,828</u>
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	<u>\$ -</u>	<u>\$ -</u>	11,074	<u>\$ 11,074</u>
Fund Balance, Beginning of Year			<u>135,035</u>	
Fund Balance, End of Year			<u>\$ 146,109</u>	



MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE FEBRUARY 29, 2024



Marble Falls Area EMS
Jan-24

Burnet County - Unincorporated

	#	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response	25				
Zone 1 (ESD 6) - Priority 2 Response	7	10.98	13.26	11.42	26.48
Zone 1 - Total Calls	32				
Zone 4 (ESD 3) - Priority 1 Response	21				
Zone 4 (ESD 3) - Priority 2 Response	8	8.58	8.38	8.53	24.60
Zone 4 - Total Calls	29				
Zone 1 & 4 - Priority 1 Response	46				
Zone 1 & 4 - Priority 2 Response	15	9.88	10.63	10.05	25.69
Zone 1 & 4 - Total Calls	61				

Hoover Valley - Priority 1 Response
Hoover Valley - Priority 2 Response
Hoover Valley - Total Calls

6					
1					
7	10.61	10.10	10.53	30.01	

Bertram - Priority 1 Response
Bertram - Priority 2 Response
Bertram - Total Calls

0					
0					
0	-	-	-	-	-

Other - Priority 1 Response
Other - Priority 2 Response
Other - Total Calls

0					
0					
0	-	-	-	-	-

Total - Priority 1 Response
Total - Priority 2 Response
Total - Total Calls

52	9.96	10.59	10.09	26.15	
16					
68					

Medic 21,22,23,25 - Marble Falls
Medic 24 - Granite Shoals
Medic 26 - ESD 1 - Horseshoe Bay
Medic 28 - ESD 9 - Spicewood
Command Only
Total Medic Unit Responses

33	48.53%	No Treatment	No Transport	8	
31	45.59%	Treatment	No Transport	0	
3	4.41%	Unfounded		0	
1	1.47%	Call Cancelled		9	
0	0.00%	Dead On Scene		0	
68	100.00%	Total Calls Not Transported		17	25.00%

Of Calls That Required Multiple MFAEMS Unit Response 0

Total Calls Transported 51 75.00%

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	40	76.92%	Patients - Male	33
Seton Highland Lakes	9	17.31%	Patients - Female	29
Llano Midcoast	0	0.00%	Total	62
Saint Davids Hospital	0	0.00%		
Seton Medical Williamson	1	1.92%		
Seton Southwest Hospital	0	0.00%	Average Patient Age	64
Dell Seton Medical Center	0	0.00%		
Baylor Scott & White Lakeway	2	3.85%		
Cedar Park Regional	0	0.00%		
Total Patients Transported	52	83.87%		
No Treatment No Transport	10		Non-Emergent Transport	49
Treatment No Transport	0		Emergent Transport	3
Dead On Scene	0		Total Transports	52
Total Patients Not Transported	10	16.13%		
Total Patient Contacts	62	100.00%	Air Medical Transports	0

Marble Falls Area EMS
Unincorporated Burnet County Extended Responses
Jan-24

Pickup	Zone	DOS	Dispatched	MF On Location	Priority 1 Response	Priority 2 Response	Extended Response
County Road 341	Burnet County Z 1	1/3/2024	4:07	4:29	21.88	-	Extended response due to distance
Gregory Trail	Burnet County Z 1	1/18/2024	4:10	4:32	22.05	-	Extended response due to distance and trouble locating the residence

Priority 1	52
< 20 Minutes	2
Priority 2	16
< 35 Minutes	0

Marble Falls Area EMS

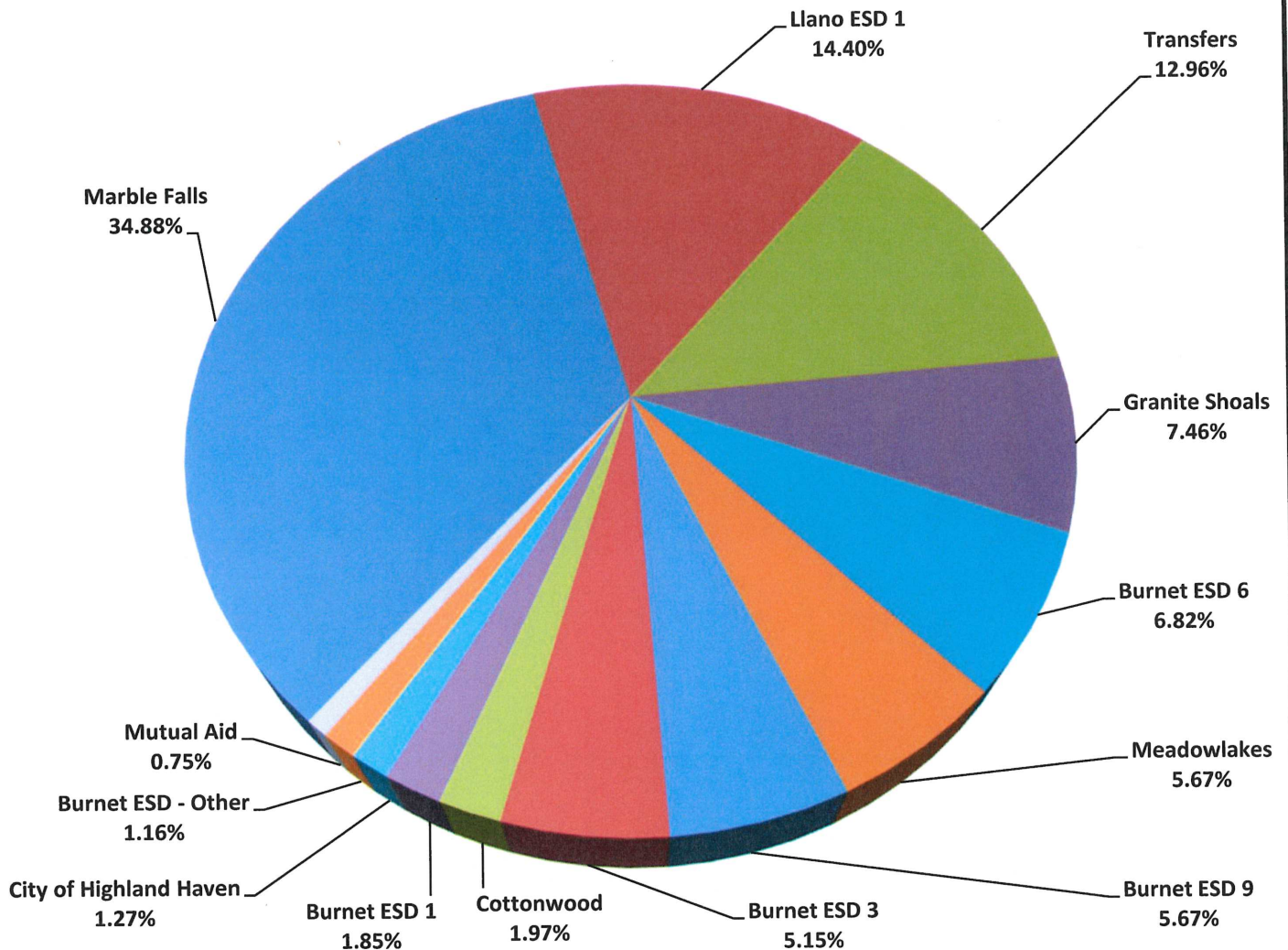
Call Volume Location

FY - 2024

Marble Falls	603	34.88%
Llano ESD 1	249	14.40%
Transfers	224	12.96%
Granite Shoals	129	7.46%
Burnet ESD 6	118	6.82%
Meadowlakes	98	5.67%
Burnet ESD 9	98	5.67%
Burnet ESD 3	89	5.15%
Cottonwood	34	1.97%
Burnet ESD 1	32	1.85%
City of Highland Haven	22	1.27%
Burnet ESD - Other	20	1.16%
Mutual Aid	13	0.75%
Total	1729	100.00%

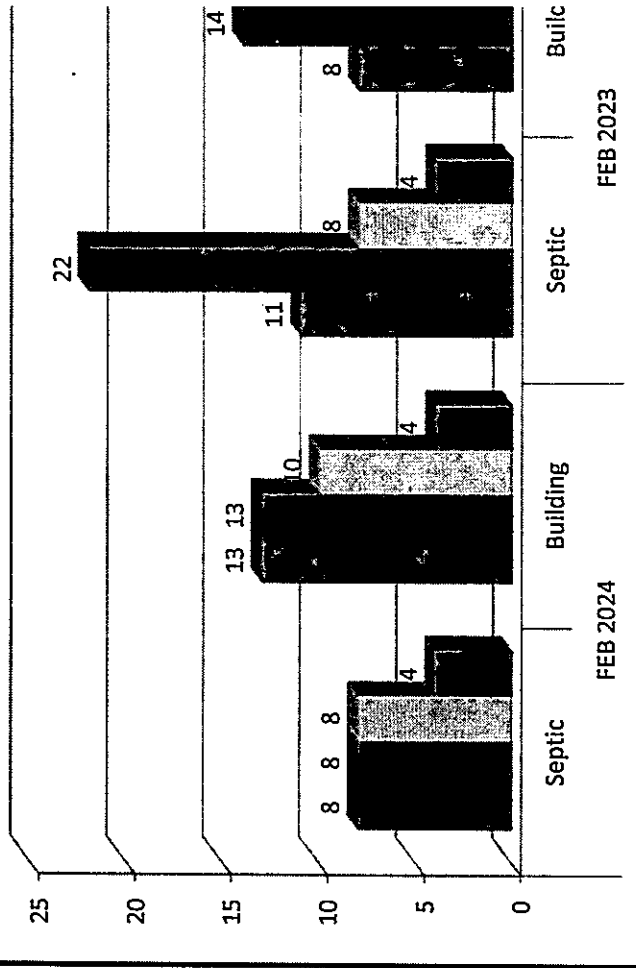
City of Marble Falls
Horseshoe Bay Llano County Area
BSWMF / SHL / Other
City of Granite Shoals
Marble Falls VFD Area
City of Meadowlakes
Spicewood VFD Area
Unincorporated Granite Shoals
City of Cottonwood Shores
Horseshoe Bay Burnet County Area
City of Highland Haven
Mutual Aid Responses
Other Burnet County / ESD's / City of Burnet

October 2023 - January 2024



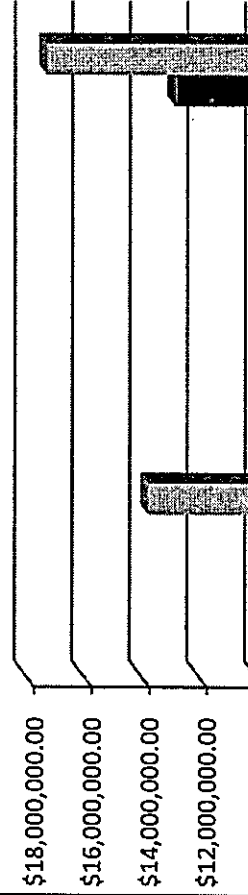
	FEB 2024		FEB 2023	
	Septic	Building	Septic	Building
PCT1		8	13	11
PCT2		8	13	22
PCT3		8	10	8
PCT4		4	4	4
TOTAL		28	40	45
				33

Building/Septic Comparison Chart for FEBRUARY

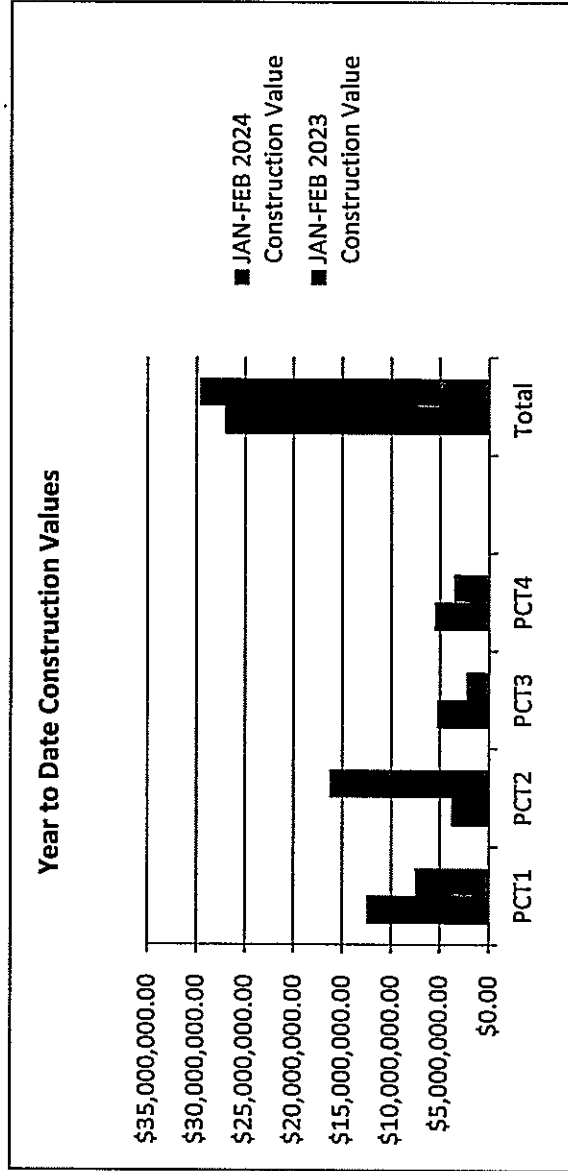
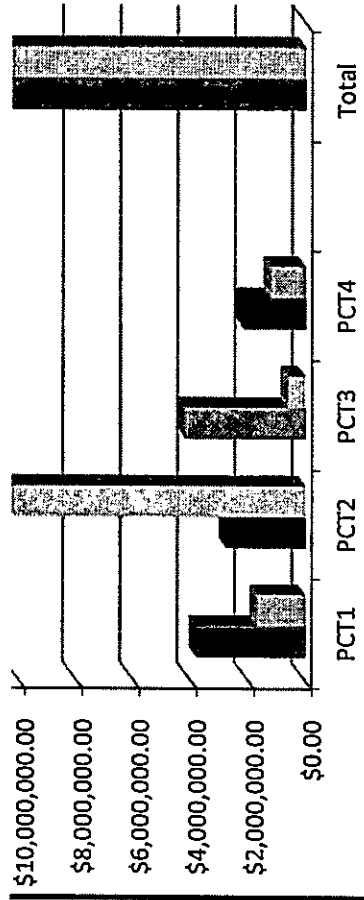


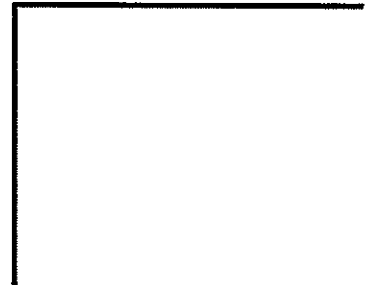
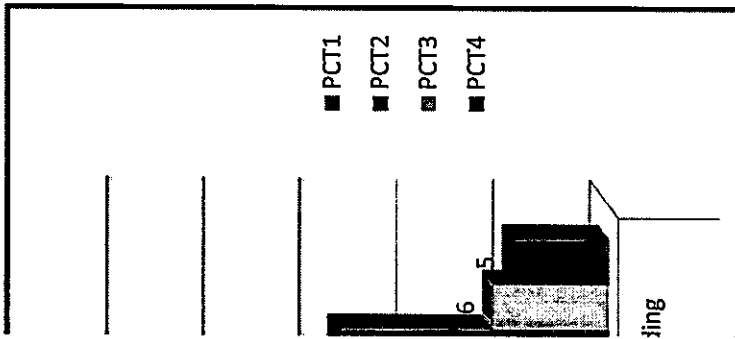
	FEB 2024		FEB 2023	
	Construction Value		Construction Value	
PCT1	\$3,791,424.00		\$1,687,500.00	PCT1
PCT2	\$2,759,680.00		\$13,848,940.00	PCT2
PCT3	\$4,200,225.00		\$620,000.00	PCT3
PCT4	\$2,162,842.00		\$1,210,775.00	PCT4
Total	\$ 12,914,171.00	\$	17,367,215.00	

Construction Value by Precincts Comparison Chart



	Estimated	JAN-FEB 2023
	Construction Value	
PCT1	\$12,466,644.00	\$7,540,500.00
PCT2	\$3,813,680.00	\$16,245,440.00
PCT3	\$5,260,225.00	\$2,290,000.00
PCT4	\$5,531,090.00	\$3,572,090.00
Total	\$ 27,071,639.00	\$ 29,648,030.00







7901 N. I 35, AUSTIN, TEXAS 78753 | 512.832.7000 | WWW.TXDOT.GOV

March 1, 2024

Burnet County
220 S Pierce St, Rm 1
Burnet, TX 78611

Dear Property Owner:

The Texas Department of Transportation is hosting a virtual public meeting for the US 281 at SH 71 Interchange in Burnet County, Texas.

The meeting will be posted online beginning **Thursday, March 28, 2024, by 5 p.m. through April 12, 2024**. To attend the meeting, visit www.txdot.gov, keyword search "US 281 at SH 71 Interchange."

An in-person option is also available on **Thursday, March 28, 2024, from 5:30 - 7:30 p.m.** at the **Marble Falls High School Commons Area** located at **2101 Mustang Dr., Marble Falls, Texas 78654**.

TxDOT is conducting a study for proposed safety and mobility improvements, including bicycle and pedestrian connectivity at the US 281 at SH 71 interchange. The proposed project would construct a new interchange at US 281 at SH 71.

Most of US 281 functions as a local thoroughfare, commuter highway and freight corridor. In many cases, it is the sole access to subdivisions, businesses and schools.

Proposed project improvements include:

- Replacing the current cloverleaf interchange with an innovative interchange
- Adding elevated structures to improve mobility through the interchange
- Adding frontage roads to separate high-speed through traffic from local traffic
- Adding shared-use paths to accommodate bicyclists and pedestrians

The public meeting will provide an opportunity for the public to review project information and updates, and comment on proposed improvements.

The schematic and environmental process is anticipated to take 12-18 months and will include additional opportunities for public involvement.

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

March 1, 2024

If you would like additional information on the project or have any questions, please contact me at (512) 715-5701 or by email at Joe.Muck@txdot.gov.

Sincerely,



Joseph Muck, P.E.
Burnet Assistant Area Engineer

cc: Akila Thamizharasan, P.E., Advance Project Development Director, Austin District, TxDOT
Heather Ashley-Nguyen, P.E., Transportation Planning & Development Director, Austin District, TxDOT
Megan Dutton, P.E., Project Manager, Austin District, TxDOT
Scott Ford, Environmental Supervisor, Austin District, TxDOT
Bradley Wheelis, Southwest Communications Director, Austin District, TxDOT

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated Dec. 9, 2019, and executed by FHWA and TxDOT.

FACT SHEET

Project CSJ: 0252-02-058

Project Details

Current Conditions:

TxDOT is conducting a study for proposed safety and mobility improvements, including bicycle and pedestrian connectivity at the US 281 at SH 71 interchange. The current interchange uses loop ramps to accommodate left-turning movements. This creates short weaving movement between loop ramps, concentrates potential conflict points, and smaller radius curves have low design speed and are not efficient for trucks. The proposed project would construct a new interchange at US 281 at SH 71. Most of US 281 functions as both a local thoroughfare, commuter highway and freight corridor.

The Texas Freight Mobility Plan 2018 identifies US 281 as a key highway corridor being used by the agricultural industry in Texas. SH 71 is the main route from Austin into the Hill Country and towards the Highland Lakes region in Burnet County. This interchange is integral to the mobility of freight and commuters, and provides access to popular travel destinations in Central Texas. Upgrades to this intersection will help improve safety and mobility.

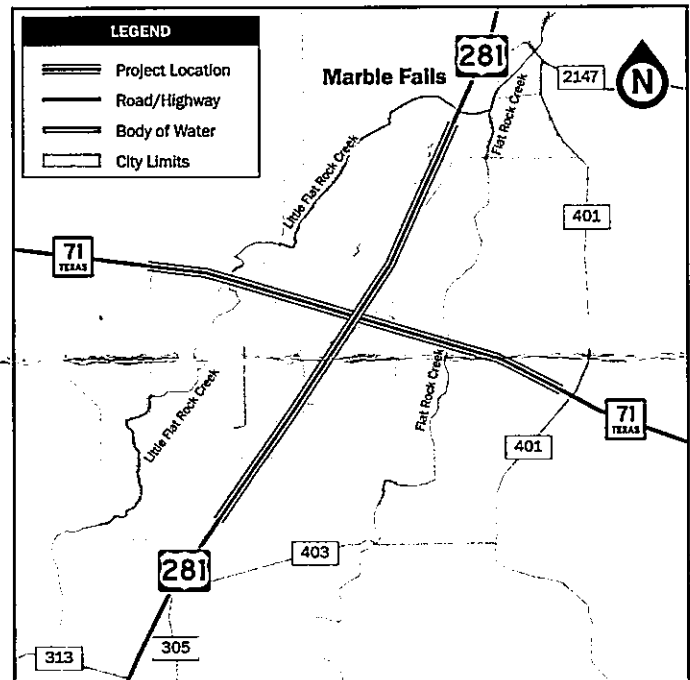
Proposed Project Improvements:

- Replacing the current cloverleaf interchange with an innovative interchange
- Adding elevated structures to improve mobility through the interchange
- Adding frontage roads to separate high-speed through traffic from local traffic
- Adding shared-use paths to accommodate bicyclists and pedestrians

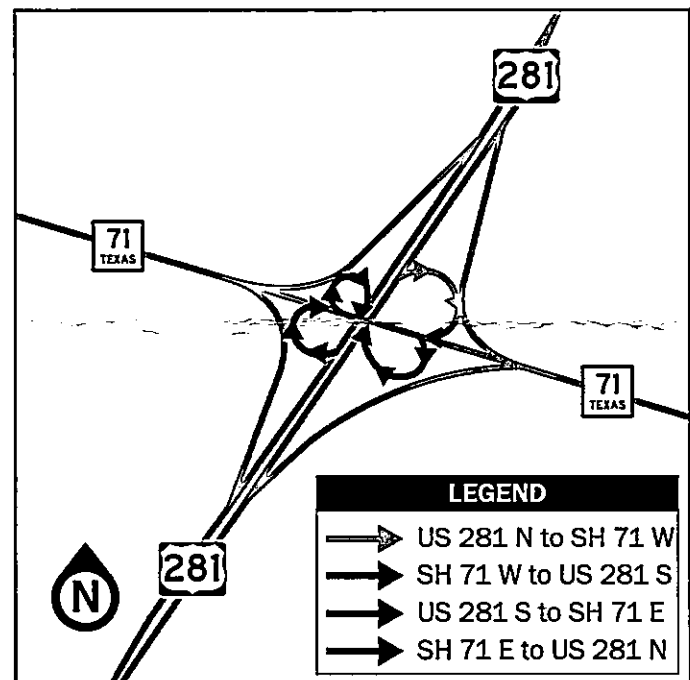
Project Timeline:

The environmental study is anticipated to take 12-18 months and will complete in 2025. Construction is estimated to begin in 2029.

Project Location Map



Current Interchange



The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated Dec. 9, 2019, and executed by FHWA and TxDOT.

Questions or Comments  512-715-5701  Joe.Muck@txdot.gov  www.txdot.gov and search "US 281 at SH 71 Interchange"

March 2024

INTERCAMBIO DE LA US 281 EN LA SH 71

Distrito de Austin

HOJA INFORMATIVA

Proyecto CSJ: 0252-02-058

Detalles del proyecto

Condiciones Actuales:

TxDOT está llevando a cabo un estudio para las mejoras propuestas de seguridad y movilidad, incluida la conectividad para bicicletas y peatones en el intercambio de la US 281 en la SH 71. El intercambio actual utiliza rampas circulares o de bucle para acomodar los movimientos de giro a la izquierda. Esto crea un movimiento corto en rampas circulares o de bucle la cual concentra puntos de conflicto potenciales, además las curvas de radio más pequeñas tienen una velocidad de diseño baja y no son eficientes para los camiones. El proyecto propuesto construiría un nuevo intercambio de la US 281 en la SH 71. La mayor parte de la US 281 funciona como una vía local, una autopista para viajeros y un corredor de carga.

The Texas Freight Mobility Plan 2018 identifica a la US 281 como un corredor vial clave utilizado por la industria agrícola en Texas. La SH 71 es la ruta principal desde Austin hacia el Hill Country y hacia la región de Highland Lakes en el condado de Burnet. Este intercambio es parte integral de la movilidad de carga y viajeros, y brinda acceso a destinos de viaje populares en el centro de Texas. Las mejoras en esta intersección ayudarán a mejorar la seguridad y la movilidad.

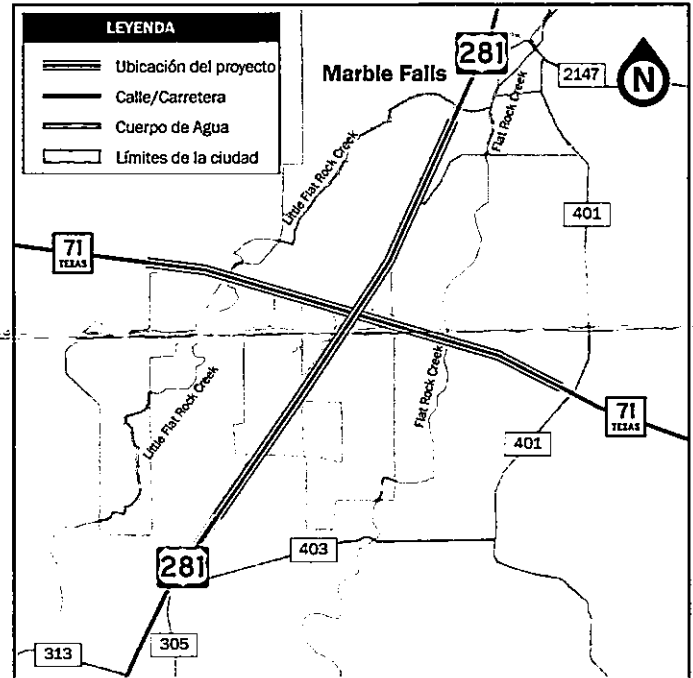
Mejoras Propuestas en el Proyecto:

- Sustitución del actual intercambiador de trébol por un intercambiador innovador
- Adición de estructuras elevadas para mejorar la movilidad a través del intercambiador
- Adición de carreteras secundarias para separar el tráfico de alta velocidad del tráfico local
- Agregar caminos de uso compartido para acomodar a ciclistas y peatones acomodadoras

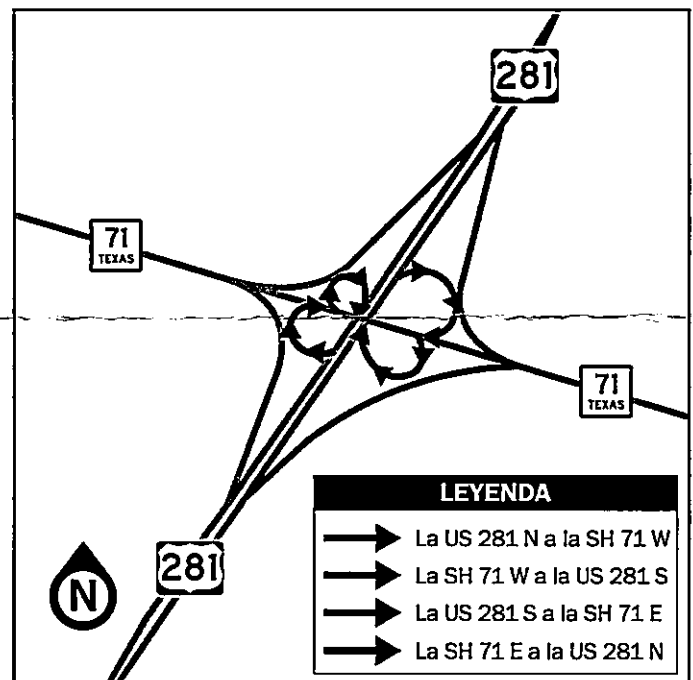
Cronograma del Proyecto:

Se prevé que el estudio ambiental dure entre 12 y 18 meses y se completará en 2025. Se estima que la construcción comience en 2029.

Mapa de Ubicación del Proyecto



Intercambio Actual



La revisión ambiental, la consulta y otras acciones requeridas por las leyes ambientales federales aplicables para este proyecto están siendo, o han sido, llevadas a cabo por TxDOT de conformidad con 23 U.S.C. 327 y el Memorando de Entendimiento de fecha 9 de diciembre de 2019, y ejecutadas por FHWA TxDOT.

Preguntas o Comentarios ☎ 512-715-5701 ✉ Joe.Muck@txdot.gov 🌐 www.txdot.gov y busque "US 281 at SH 71 Interchange"

Marzo 2024

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

23.

Meeting Date: 03/12/2024

Subject

Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:

- a. Ratify the 2/23/24 DocuSign signature for the Grant agreement for the Rural Law Enforcement Salary Assistance Program with the FY24 Senate Bill for \$350,000, Award #IA-0000000073
 - b. Bertram Art and Herb Festival Sponsorship Application for \$1500 to be paid for by Hotel/Motel tax
 - c. Mayfest Sponsorship Application for \$750 to be paid for by Hotel/Motel tax
 - d. Lakefest Sponsorship Application for \$1000 to be paid for by Hotel/Motel tax
 - e. Approval of an agreement with DIJ Construction for striping and reflective markers on Co. Rd. 404
 - f. Approval of an agreement with James Wester as Independent driver for the VetRides Program
 - g. Authorization to accept the 24 State Fund Grant ammunition for training from the National Rifle Associate on behalf of the Sheriff's Office
 - h. Service agreement with the Flock Group
 - i. Ratify the Baylor Scott & White Hospital Provider Agreement
-

Attachments

Salary Assistance Program
Bertram herb and art
Mayfest Sponsorship
Mayfest 2
Lakefest
Lakefest 2
DIJ Work order
vetride
NRA grant
BSW agreement

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000073

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Burnet ("Grantee") located at 220 S. Pierce St. Burnet Texas 78611. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 350000.00 , to be disbursed to Grantee for the purposes of funding a [Rural Sheriff's Office Salary Assistance Grant, Rural Constable's Office Salary Assistance Grant, or Rural Prosecutor's Office Salary Assistance Grant], subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Sheriff's Office Salary Assistance Grant

as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. Authorized Uses. Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
 - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
 - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
 - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
 - a. to increase the salary of a person described by paragraph (1) of this section;
 - b. to hire additional deputies or staff for the sheriff's office; or
 - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. Deficient Grant Funds. If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

A. **Authorized Uses.** Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC § 16.300(14) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and

- b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
 - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
 - 1. require Grantee to return the grant funds or a portion of the grant funds;

2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR**

SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.

- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address

specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
 ATTN: Contracts Section
 111 E 17th Street, Room 310C
 Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Burnet
 220 S. Pierce St. Burnet Texas 78611

Contact Person: Judge James Oakley
 Burnet County Judge
joakley@burnetcountytexas.org
 5127565400

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY  _____
DocuSigned by:
Lisa Craven
11EABDEF0EC441E...

Lisa Craven
 Deputy Comptroller
 2/23/2024 | 3:25 PM CST

DATE _____

Burnet

BY  _____
DocuSigned by:
J. Oakley
D8C218A527891E...

Judge James Oakley
 Burnet County Judge

DATE 2/23/2024 | 1:38 PM CST

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: 2-28-2024

NAME OF EVENT: Bertram Art Herb and Wine Festival

NAME OF ORGANIZATION: Bertram Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)

PO Box 508, Bertram TX 78605

CONTACT PERSON: Lori Ringstaff

LIST NAMES OF BOARD (if applicable):

Lori Ringstaff, Damon Beierle, Katy Duke, Betty Predmore, Georgina Hernandez, Andis Goble,

Teresa revels, Keith McBurnett

DATES OF EVENT:

PROJECTED ATTENDANCE: 3000

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

See Attached

WHAT IS YOUR ADVERTISING PLAN:

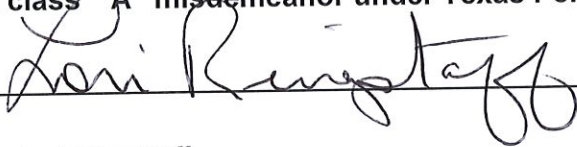
We are advertising on social media, KBay, Picyaune

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: _____



Print name: Lori Ringstaff

Title: President, Bertram Chamber of Commerce

Date: 2-28-2024

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****



2024 BERTRAM ART, HERB AND WINE FESTIVAL

Saturday April 27th and Sunday April 28th

Sponsorship Options include the following:

Art, Herb and Wine Gold Sponsor **\$1,500.00**

- Includes name and logo on 2x4 Individual Stage Banner
- Includes logo recognition on Event Poster
- Includes name recognition on Festival Brochure
- Includes name on Director Festival T Shirts
- Includes 2 Free Beer tumblers and 4 total refills.
- Includes Website Sponsor Listing
- Includes Social Media Mentions
- Includes Business announced during Festival.
- Includes Event Sponsor Booth.
- Includes Radio Mentions

Art, Herb and Wine Silver Sponsor **\$1,000.00**

- Includes name and logo on 2x2 Individual Stage Banner
- Includes logo recognition on Event Poster
- Includes name recognition on Festival Brochure
- Includes name on Director Festival T Shirts
- Includes 2 Free Beer tumblers and 2 total refills.
- Includes Website Sponsor Listing
- Includes Social Media Mentions
- Includes Business announced during Festival.
- Includes Event Sponsor Booth.
- Includes Radio Mentions.

Art, Herb and Wine Bronze Sponsor

\$500.00

- Includes Name on Stage Banner
- Includes name on Event Poster
- Includes name on Festival Brochure
- Includes Name on Director Festival T Shirts
- Includes 2 Free Beer Mugs and 4 total refills.
- Includes Website Sponsor Listing
- Includes Social Media Mentions
- Includes Business announced during Festival.
- Includes Radio Mentions

Art, Herb and Wine Festival Friend Sponsor

\$250.00

- Includes Name on Event Poster
- Includes Newspaper and Radio Mentions
- Includes Website Sponsor Listing
- Includes Social Media Mentions
- Includes Business announced during Festival.



2024 BERTRAM ART, HERB, AND WINE FESTIVAL SPONSORSHIP APPLICATION

Name:

Address:

Phone Number:

Contact Person:

Sponsorship Packages: Please select Sponsorship

- | | | |
|--------------------------|---------------------------|-------------------|
| ☐ | <i>Gold Sponsorship</i> | <i>\$1,500.00</i> |
| ☐ | <i>Silver Sponsorship</i> | <i>\$1,000.00</i> |
| ☐ | <i>Bronze Sponsorship</i> | <i>\$500.00</i> |
| ☐ | <i>Friend Sponsorship</i> | <i>\$250.00</i> |

Please send completed application and logo to lringstaff@r.bank by Friday, March 15, 2024.

Contact Lori Ringstaff at 512-627-6691 or lringstaff@r.bank with any questions.

Bertram Art Herb and Wine Festival is sponsored by Bertram Chamber of Commerce

POST FUNDING REPORT

Due no later than thirty (30) days after event

Return to Burnet County Tourism Department, 220 S. Pierce St., Burnet, TX 78611

NAME OF SPONSORED EVENT: _____

NAME OF CONTACT PERSON: _____

ADDRESS/PHONE/EMAIL _____

ATTACH COPIES OF ADVERTISING/SOCIAL MEDIA POSTS ETC.

ACTUAL ATTENDANCE OF EVENT BY DAY:

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: _____

Print name: _____

Title: _____ Date: _____

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: MARCH 1, 2024

NAME OF EVENT: Mayfest

NAME OF ORGANIZATION: Marble Falls Highland Lakes Area Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)

916 2nd St., Marble Falls, TX 78654

CONTACT PERSON: Katie Savage

LIST NAMES OF BOARD (if applicable):

DATES OF EVENT:

5/1-5/4

PROJECTED ATTENDANCE: 5,000-7,000

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

please see attached

WHAT IS YOUR ADVERTISING PLAN:

Facebook, posters, Foxmail, Social Medias

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

please see attached

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Katie Savage

Print name: Katie Savage

Title: Special Events Coordinator

Date: March 1, 2024

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

ANNUAL

MAY 1ST - 4TH, 2024

Mayfest

Mayfest draws an average attendance of more than 7,000 people from around the local area. This four day event includes a carnival, live music, adult beverages, local food, market vendors and recreational activities.

PRESENTING

\$2,500 Investment

Non Chamber Members \$3,000

1 Available

- Prominent company logo (full size) on all promotions and publicity, including print ads, press releases, flyers, and posters
- Company poster/sign displayed as "Mayfest is brought to you by..." in the beverage/token booth area
- Company logo (full size) on home page of event website
- Hyperlink on event website and in email blasts
- Banner (provided by business) space and signage displayed
- On-Air Mentions on all radio interviews
- Complimentary vendor booth (only space is provided)
- Business mention on Facebook page (13k + followers)
- Announcer mentions your company on main stage
- 10 Carnival Wristbands

PREMIER

\$750 Investment

Non Chamber Members \$825

- Proportionate company logo (1/2 size) on all promotions and publicity including print ads, press releases, flyers, and posters
- Company logo (1/2 size) on. home page of event website
- Hyperlink on event website and in email blasts
- Banner (provided by business) space and signage displayed
- On-Air Mentions on all radio interviews
- Complimentary vendor booth (only space is provided)
- Business mention on Facebook page (13k + followers)
- 5 Carnival Wristbands

SPOTLIGHT

\$500 Investment

Non Chamber Members \$550

- Proportionate company logo(1/4 size) on all promotions and publicity, including print ads, press releases, flyers and posters
- Company logo on (1/4 size) on home page of event website
- Complimentary vendor booth (only space is provided)
- Business mention on Facebook page (13k + followers)
- 2 Carnival Wristbands

CONTRIBUTING

\$250 Investment

Non Chamber Members \$275

- Company logo (1/8 size) on home page of event website
- Business mention on Facebook page (13k + followers)

ANNUAL

MAY 1ST - 4TH, 2024

Mayfest

Additional Business Exposure Opportunities

The amount for the following are determined at the time of the event and current prices/supply & demand. These are available to work within any budget.

- Live Band
- DJ
- Token Booth
- Adult Beverage Tent
- Cornhole/Washer Tournament
- Restrooms/Port-A-Potties
- Radio
- Newspaper/Magazine
- Inflatable Slide
- Face Painting
- Photo Backdrop
- Photo Backdrop Camera Rental
- ICE Truck
- Hand Fans
- Volunteer Waters
- Prizes for a contest

We love new ideas!

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: March 1, 2024

NAME OF EVENT: Lakefest

NAME OF ORGANIZATION: Marble Falls Highland Lakes Area Chamber of Commerce

MAILING ADDRESS (include street, city, state, zip)

910 2nd St., Marble Falls, TX 78654

CONTACT PERSON: Katie Savage

LIST NAMES OF BOARD (if applicable):

DATES OF EVENT:

June 8-9

PROJECTED ATTENDANCE: 6,000-8,000

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

please see attached

WHAT IS YOUR ADVERTISING PLAN:

Social Media, Facebook paid ads, Radio,
Posters, Email, possibly a digital
billboard.

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

please see attached

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Katie Savage

Print name: Katie Savage

Title: Special Events Coordinator

Date: March 1, 2024

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

ANNUAL

JUNE 7TH - 9TH, 2024

Lakefest

Feel the rumble beneath your feet as the biggest drag boats races down the liquid quarter-mile track at speeds up to over 250mph! With the Show & Shine, food, craft vendors, and super-fast boats, this is sure to be a party you won't want to miss! Average Attendance: 4,000-8,000 People + Live Stream Audience

PRESENTING 1 AVAILABLE

\$15.000 INVESTMENT

- 50 GA & Pit Passes
- 8 Top Eliminator Club Weekend Passes
- On-Air Mentions on all radio interviews
- Company poster/sign displayed as "Lakefest is brought to you by..." in the beverage/token booth area
- Sponsor Signs/Banners to be displayed
- Company logo on all promotions, publicity, including prints, ads, flyers, posters & website
- Exhibitor Space in Vendor Area
- Hyperlink in email blasts
- Business mentions on Facebook page (13k+followers)
- Announcer mentions your company on main stage and throughout 2-Day Race

BIG TENT 1 AVAILABLE

\$10.000 INVESTMENT

- 30 GA & Pit Passes
- 6 Top Eliminator Club Weekend Passes
- On-Air Mentions on all radio interviews
- Sponsor Signs/Banners to be displayed
- Company logo on all promotions, publicity, including prints, ads, flyers, posters & website
- Exhibitor Space in Vendor Area
- Hyperlink in email blasts
- Business mentions on Facebook page (13k+followers)
- Announcer mentions your company on main stage and throughout 2-Day Race

LANE/START LINE 3 AVAILABLE

\$5.000 INVESTMENT

- 20 GA & Pit Passes
- 4 Top Eliminator Club Weekend Passes
- On-Air Mentions on all radio interviews
- Sponsor Signs/Banners to be displayed
- Company logo on all promotions, publicity, including prints, ads, flyers, posters & website
- Exhibitor Space in Vendor Area
- Hyperlink in email blasts
- Business mentions on Facebook page (13k+followers)
- Lane 1, Lane 2, Starting Barge; Announcer mentions your company on main stage at the start of every race throughout the 2-Day Race

SHOW & SHINE

\$3.000 INVESTMENT

- 12 GA & Pit Passes
- 2 Top Eliminator Club Weekend Passes
- On-Air Mentions on all radio interviews
- Sponsor Signs/Banners to be displayed
- Company logo on all promotions, publicity, including prints, ads, flyers, posters & website
- Exhibitor Space in Vendor Area
- Business mentions on Facebook page (13k+followers)
- Announcer mentions your company on main stage and throughout 2-Day Race

CLASS

\$1.000 INVESTMENT

- 8 GA & Pit Passes
- On-Air Mentions on all radio interviews
- Sponsor Signs/Banners to be displayed
- Company logo on website
- Exhibitor Space in Vendor Area
- Announcer mentions your company on main stage and throughout 2-Day Race

BANNER

\$500 INVESTMENT

- 4 GA & Pit Passes
- Sponsor Signs/Banners to be displayed
- Announcer mentions your company on main stage and throughout 2-Day Race

ANNUAL

JUNE 7TH - 9TH, 2024

Lakefest

Additional Business Exposure Opportunities

The amount for the following are determined at the time of the event and current prices/supply & demand. These are available to work within any budget.

- Top Eliminator Club (VIP Experience, Limited Tickets)
 - Private Bar
 - Sodas
 - Catered Breakfast
 - Catered Lunch
 - Water
 - Covered Patio Tent
 - Lanyards
- Merchandise Tent
 - Tshirts
 - Koozies
 - Hand Fans
 - Ball Caps
- Adult Beverage Tent
- Main Entrance Tent
- Wristbands
- SDBA Trophies
- ICE Truck
- Security
- EMS
- Volunteers
 - Lunch
 - Waters
 - T-shirts
- Water
- Radio
- Restroom/Port-A-Potties
- Newspaper/Magazine
- Canopy Row

We love new ideas!

February 26, 2024

Work Order for contract by and between Burnet County, Precinct 4 & D.I.J. Construction

Work to be performed prior to September 30, 2024.

CR 404: +/-2.5 miles

Project scope: Continuous double yellow thermoplastic striping, white shoulder striping, yellow reflective centerline markers and two stop bars.

Quantities:

+/- 13,200 LF of double yellow striping at 0.70 cents/LF = \$9,240.00

+/- 26,400 LF of 4" white shoulder striping = \$9,240.00

Yellow Reflective markers (RPM) every 40' = 330 markers @ \$3.15 each = \$1,039.50

2 - White 24" stop bars @ \$100/each

Total for CR 404 approximately = \$19,719.50

TOTAL WORK ORDER NTE = \$20,000.00 out of 4920 "Contract Labor"

Joe Don Dockery
Burnet County Commissioner
Precinct 4
Cell 512-715-2911
jdockery@burnetcountytexas.org

INDEPENDENT CONTRACTOR AGREEMENT

Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective 3/12/2024
by and between BURNET COUNTY and JAMES KEVIN WESTER (the "Contractor").

1. **Purpose.** BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. Payment for Services. Contractor shall be paid \$12.00 for each hour driver services are provided under this Agreement. Payments will be made on a monthly basis and will be paid on the second Tuesday following the month of service. The duties of the driver are as follows:

Driver – Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle.
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. Term/Termination. The term of this contract begins March 12 2024 and ends _____ . This contract shall automatically renew at its hourly specified costs at the end of this contract term unless either party chooses to terminate a renewal upon providing written notice to the other party at the time the contract ends. Both parties may terminate this contract for any reason by providing two weeks' written notice to the other party. Either party may terminate this Agreement at any time with or without cause. BURNET COUNTY will pay Contractor for all work completed prior to termination.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. BURNET COUNTY will not provide fringe benefits including health insurance benefits, paid vacation or any other employee benefit for Contractor. Contractor shall be solely responsible for payment of all taxes owed on any amounts paid hereunder; BURNET COUNTY will not withhold any employment taxes. Contractor may work for any other party and BURNET COUNTY may engage any other veterans' services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. Venue. Venue for this contract is in Burnet County, Texas.

BURNET COUNTY

By: _____ DATE _____

Printed Name: James Oakley

Its: _____ County Judge _____

CONTRACTOR:

James Kevin Wester 2-28-2024

Printed Name: JAMES KEVIN WESTER DATE _____

Independent Contractor



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5 Grant Catalog ID

You have successfully created your request budget for your NRA Foundation Grant Application!

- Enter the Grant Catalog ID below into the corresponding field of the application
- Ensure that the Grant Catalog ID is entered correctly
- Retain this ID for your own records
- Once you have entered the ID and ensured that it is correct, you may close this window

Progress

- 1 Catalog Items
- 2 Check Request Items
- 3 Arrange Priority
- 4 Review
- 5 Grant Catalog ID

Grant Catalog ID

Be sure to write the Grant Catalog ID down. You will need to enter this in the application EXACTLY as it appears. Click the "PRINT" button if you would like a

Your Grant Catalog ID Is

TSLASF

copy for your records. Once you are done with this screen, you can close the tab but be careful not to close the entire browser if the application is still up!

RANK	ITEM DESC.	QTY
1	Winchester Service Grade 9MM 115 Grain (500 Count)	20
2	Winchester USA .223 Rem 55 Grain FMJ (1,000 Count)	5



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11250 Waples Mill Road, Fairfax, VA 22030

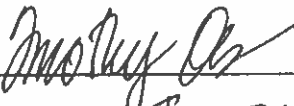
AMENDMENT
to
HOSPITAL PROVIDER AGREEMENT
between
Baylor Scott & White Medical Center – Marble Falls
and
Burnet County

May it be known that **Baylor Scott & White Medical Center – Marble Falls**, hereafter referred to as “Hospital”, and **Burnet County** on behalf of the Burnet County Indigent Health Care Program hereafter referred to as “CIHCP”, mutually agree to amend the 2018 Hospital Provider Agreement as follows:

“This Agreement provides for health care services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan under this title.”

This Amendment is effective immediately upon the date of last signature.

Baylor Scott & White Medical Center – Marble Falls

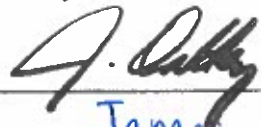
By: 

Printed Name: TIMOTHY OLS

Title: President, Hill Country

Date of Signature: 3/7/2024

Burnet County

By: 

Printed Name: James Oakley

Title: Burnet County Judge

Date of Signature: 3-8-24