



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 MAY 14, 2024

MEETING TIME: 9:00 a.m.

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

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. Discussion and/or action regarding amendment to the Compensation Plan Guidelines.(Oakley)

Attachments
Compensation plan
5. Discussion and/or action to accept the donation of chairs and tables from CAPCOG. (Oakley)
6. Discussion and/or action to accept a donation from Meghan Inyang for various sporting equipment for the jail.(Oakley)
7. Discussion and/or action regarding the purchase of a 2024 John Deere 670G grader for RB2 tax note. (Oakley)

Attachments
John Deer Grader
8. Discussion and/or action to authorize Constable 4 to participate in the Texas LESO program. (Oakley)

Attachments
SAMPLE APP

9. Discussion and/or action regarding the making of further findings and orders to be issued by the Burnet Commissioners Court regarding nuisances as defined by Texas Health & Safety Code Chapter 343 existing at 208 Deer Springs Dr. BCAD Property ID# 116184 is within the confines of Burnet County. Said property owner/occupiers were previously ordered by the Commissioners Court to alleviate all nuisances. Potential orders to be made include authorizing Burnet County to enter upon the property to remove all nuisances according to Texas Health & Safety Code Chapter 343 and seeking reimbursement as described thereafter (Oakley/Arredondo)
10. FY 24-25 Budget Workshop. The members of the Commissioners Court will meet to discuss the preparation of the FY24-25 Burnet County Budget, including but not limited to, addressing all Burnet County government department budgets and/or requests, compensation, benefits and priorities (Oakley/Smith)

Attachments

Library

11. Discussion and/or action concerning signing a Certificate of no Litigation for the Capital Area Housing Finance Corporation. (Oakley)
12. Discussion and/or action regarding the approval of the Treasurer's monthly report-February 2024, March 2024, and the acceptance of the Quarterly Investment Report - 2nd Quarter FY24. (Oakley/Crownover)

Attachments

March report

February

Quarterly Report

13. Discussion and/or action to approve the updated SAVNS/VINE Maintenance Plan (Oakley)
14. Discussion and/or action concerning the final plat for Ranch road 322, a private subdivision consisting of 14 lots on 114.63 acres located 642 CR 322.(Wall)
15. Discussion and/or action concerning the preliminary plat approval for Hollingsworth Business Park south, a public subdivision consisting of 5 lots on 17.91 acres located at 9930 E SH 71. (Dockery)
16. **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).
17. Reconvene in Open Session.
18. Discussion and/or action regarding items discussed in Executive Session.
19. Discussion and/or action regarding Department Updates:

20. Acknowledgment of Receipt:
- a. MIS Report Summary
 - b. Texas Commission on Environmental Quality notice of receipt of application and intent to obtain a water quality permit.
 - c. April 2024 Building & Septic Report.
 - d. Burnet County ESD #5 annual audit.
 - e. Marble Falls Area EMS report.
 - f. Amended Personnel Policy change from previous Commissioner Court
 - g. Letter of support for Dr. Madrigal/County Health Authority from Marble Falls ISD Superintendent and Board President
 - h. Letter of support for Dr. Madrigal/County Health Authority from Sandy Doyal, APRN,FNP-C

Attachments

MIS Summary

TCEQ

April bldg and septic report

ESD #5 Report

MFAEMS Report

Personnel Policy change

Marble Falls Letter

Sandy Doyal/ Madrigal

21. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
- a. Marketing services contract with Highland Lakes Publishing for advertising
 - b. Contract labor agreement with WCR Construction for the work to be performed on the Courthouse roof.
 - c. Approval of an Agreement with DIJ Construction for work on CR 421 +/- 1.1 Miles
 - d. Annual interlocal with City of Cottonwood Shores.
 - e. Apply for a grant for the Bertram Library from the Mitte Foundation. This grant is for conference room pods to allow for privacy, hiring a local artist to paint a mural in the library's children's area, constructing a new weatherproof awning, and patio furniture to be bolted down. The total cost is estimated at \$60,000. There is no match requirement.
 - f. Approval to apply for and sign a resolution for a grant with the Texas Indigent Defense Commission for FY 2025 Indigent Defense Improvement Grant for the North Hill Country Public Defender's Office.

Attachments

Highland Lakes

WCR Construction

DIJ

Cottonwood Shores

22. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
- a. Advertise for bids for the old portion of the Burnet library building

23. 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.
24. Discussion regarding any previous agenda items.
25. Calendar Review.
26. 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 10th of May , 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

4.

Meeting Date: 05/14/2024

Subject

Discussion and/or action regarding amendment to the Compensation Plan Guidelines.(Oakley)

Attachments

Compensation plan



THE COUNTY OF BURNET

COMPENSATION PLAN GUIDELINES

New Hires-

- New *full-time* employees may be started at a maximum of Step 3 for the Group in which their position falls.
- No new employee may be started at a rate higher than the rate budgeted for their position (calculated as an hourly rate).
- Full-time employees who are started at Step 1 or Step 2 may be increased to Step 3 at any time during the fiscal year, within compensation plan guidelines.
- New *part-time* employees shall be started at Step 1 for the Group in which their position falls.

Rehires-

- Rehiring an employee more than one full calendar month, but less than 365 calendar days after the termination date guidelines:
 - Compensation: If the employee is rehired for the same position or a position comparable to the one formerly held, the employee will be eligible to begin at any step up to the step level previously held. If the employee is hired into a different position for which the pay level is greater or less than that of the employee's former position, the employee will be eligible to begin at the step which similarly situated employees in the new position falls.
 - Any employee rehired more than one year after the termination date will be treated as a new hire with regard to compensation, leave, and all other terms and conditions of employment.

Current Employees-

- Current full-time employees who are at Step 1 or Step 2 may be increased to step 3 at any time during the fiscal year, within compensation plan guidelines.
- Yearly step increases are not automatic or longevity based. Step increases are merit increases and are dependent upon an acceptable Annual Performance Review.
- Eligible employees will roll forward 1 step from step held as of July 1st.
- Employees at Step 3 or greater may not increase more than one step per fiscal year.
- All increases are subject to budget availability and must be clearly itemized in the annual budget.



THE COUNTY OF BURNET

Increases/Promotions/Transfers -

- Current employees who receive a mid-year increase, promote within their current department or transfer to a new department may be started in their new position at a step no greater than the step held in their former position. (Not all positions have an equal number of steps.)
- Increases, promotions and transfers will be effective on the first day of the pay period following receipt of an approved Personnel Action Form in the Human Resources Office.
- All increases are subject to budget availability and must be clearly itemized in the annual budget.

Approved in Commissioners Court _____.

Burnet County Commissioners Court

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Regular Session

7.

Meeting Date: 05/14/2024

Subject

Discussion and/or action regarding the purchase of a 2024 John Deere 670G grader for RB2 tax note.(Oakley)

Attachments

John Deer Grader



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
BURNET COUNTY
220 S PIERCE ST
BURNET, TX, 786112200
BURNET

Investment Proposal Date: 3/26/2024
Pricing Valid Until: 4/30/2024
Deal Number: 1736250
Customer Account#: 5420004
Sales Professional: Chris Hamilton
Phone: (512) 687-7183
Fax: 252-3621
Email: CHamilton@rdoequipment.com

Comments

Quote good for 30 days

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 670G	\$598,507.00
			Freight in factory haul in	\$5,000.00
			Freight Out Delivery	\$850.00
			Prep / Reconditioning pdi	\$2,500.00
			Other Sourcwell Discount 42%off list	(\$251,372.94)
			Warranty -John Deere Power Train & Hyd.-60 Months, 5000 Hours,Deductible: 0, Exp Date: 5/1/2029	\$7,000.00
Equipment Subtotal:				\$362,484.06

Purchase Order Totals

Balance:	\$362,484.06
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$362,484.06
Cash with Order:	\$0.00
Balance Due:	\$362,484.06

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE 670G	8440T 670G MOTOR GRADER 1140 John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions 1830 Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only) 1420 Severe Duty Fuel & Water Filtration System 1320 No Quick Service Group 9380 Heavy Duty Air Cleaner - 9.0L 14 in 9395 Adjusting Rotary Ejector Precleaner 1030 Dual Joystick Controls 5060 Grade Pro Low Cab w/ Lower Front and Side Opening Windows 8830 Rear Camera (R4) 8210 Exterior Mounted Rearview Mirrors 8410 AM/FM Radio with Aux and Weather Band (WB) 8310 Lower Front Intermittent Wiper & Washer 6030 No Powered Cab Air Precleaner 6140 Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat 8720 No Sound Absorption Package 6555 Grade Pro Controls for Rear Ripper or 1 Rear Auxiliary Function 6650 Grade Pro Controls - Left Side 8510 Air Conditioner Refrigerant Charged 9130 Rear Retractable Sun Shade 9210 Decelerator 2575 No Grade Control Base Kit Installed 2775 No Topcon 3D GPS Grade Control System installed 9225 BLADE FLIP 5815 Hydrau 1610 Hydraulic Pump Disconnect 170K JDLink™ 1910 Blade Impact Absorption System 2060 14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 8 In. x 3/4 In. (203 x 19mm) Cutting Edge & 5/8 in. (16mm) Hardware 2820 Single Input Gearbox with Slip Clutch 1240 Dual 100 Amp Alternators (200 Amp total) 7180 Premium Grading Lights (18 LED Lights) 8110 24-to-12 Volt Converter (15 amps peak / 10 amps continuous) 9298 Beacon with Flip Down Cab Beacon Bracket (RH) 6710 Front Push Block 6810 Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin 9430 (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier 9220 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher 5510 Autoshift Transmission 5710 Transmission Solenoid Valve Guard 4416 Michelin XGLA2 7810 Front Fenders 2605 English Manual W/ English Labels & Decals

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Regular Session

8.

Meeting Date: 05/14/2024

Subject

Discussion and/or action to authorize Constable 4 to participate in the Texas LESO program. (Oakley)

Attachments

SAMPLE APP



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: _____ Originating Agency Identifier (ORI) #: _____
*Agency Physical Address: _____ *City: _____
*State: _____ *Zip Code: _____ *NOIC P.O. Box or Address (if different than above i.e., terminal location) _____
*Phone #: _____ *Email: _____
Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: _____ *Part-time: _____

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXXX" or "N/A" into all screener fields not used.

#1 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

#2 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

#3 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

#4 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

#5 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

#6 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

#7 *Official Title / Rank _____ *First Name _____ *Last Name _____
*Email _____ *Phone Number _____ POC (Aircraft/Small Arms/Vehicle) _____

Enter LEA Name, Physical Address, City, State, Zip Code, Phone Number, and Email for the Main POC.

Enter the Screeners you CLEO Authorizes. Please enter the officers who will run the program and not by rank. The main POC should be the person running the Program, for the LEA. Enter "N/A" in all the slots not used, please don't leave blanks. Only officers should be screeners, if you want to enter non-LEO please contact our office for instructions.

Please don't use generic emails like sheriff@county.tx.us, deputy@county.org, chief@citypd.ci.com
LESO only wants unique emails that can't be carried over from LEO to LEO.

Enter your LEA's ORI Number, Sample: TX0010000

If your LEA uses a PO Box and a Physical Address, enter the PO Box here

Enter the number of Full-Time Officers Authorized at full budget, if you enter Part-Time officers, they must be paid, with no reserves. For example, if your budget allows for 20 officers but you only have 18 hired, enter the higher number.

Please make sure you are using the correct version. Any other version will not be accepted.

Check this box

Check this box if
you are the
appointed/elected
CLEO

Check this box if
you are an Interim
CLEO. Please note
that if you are an
interim, your
City/County must
provide a signed
memorandum
appointing you to
the position

SECTION 2: RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

☐ I am signing this document as the CLEO of this law enforcement agency.

*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states: With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

*TITLE *PRINTED FIRST NAME: *PRINTED LAST NAME:

*EMAIL *SIGNATURE *DATE

SECTION 3: RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

*PRINTED NAME FIRST & LAST *SIGNATURE *DATE

SECTION 4: RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

Page 3 of 5 Version: November 2022

Enter the title, name,
and email of the CLEO.
Sign and date.

**DO NOT ENTER any
information in this
box**

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Law Enforcement Agency (LEA)

Enter the name of your agency

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Do not sign here!

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

CLEO must Enter Title, Full Name, and Sign and Date

Civilian Governing Body Official (CGB) (or designee):

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Authorized Official must Enter Title, Full Name, and Sign and Date.
(City Mayor/Administrator/Manager/County Judge/Commissioner/Superintendent/College President)

Burnet County Commissioners Court

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Regular Session

10.

Meeting Date: 05/14/2024

Subject

FY 24-25 Budget Workshop. The members of the Commissioners Court will meet to discuss the preparation of the FY24-25 Burnet County Budget, including but not limited to, addressing all Burnet County government department budgets and/or requests, compensation, benefits and priorities (Oakley/Smith)

Attachments

Library



Burnet County Library System



Spring Break Zoofari

Bertram

Oakalla



Pumpkin Contest

Spicewood



School Tour

Marble Falls



Author Visit



Herman Brown

Summer Reading

Reward Party

Branch Statistics

October 2023-April 2024

Total Number of Materials: 109,663

Patrons saved a total of \$1,579,140 by using our materials

Patron Visits

Bertram	10,614
Oakalla	1,403
Marble Falls	30,577
Spicewood	2,865
Herman Brown	26,243

Circulation

Bertram	15,581
Oakalla	1,346
Marble Falls	52,662
Spicewood	2,274
Herman Brown	39,626

Children Program Attendance

Bertram	1,932
Oakalla	643
Marble Falls	2,484
Spicewood	622
Herman Brown	1,862

Adult Program Attendance

Bertram	65
Oakalla	222
Marble Falls	523
Spicewood	424
Herman Brown	389

Meeting Room Attendance

Bertram	1,465
Marble Falls	1,356
Spicewood	40
Herman Brown	891

Digital Circulation

Libby	34,017
Hoopla	7,004
Rosetta Stone	78 hours
Newbank	5,430

Budget Worksheet Condensed

For Fiscal: 10/2023-09/2024 Period Ending: 03/31/2024

Fund: 200 - LIBRARY SYSTEM

Department: 6500 - LIBRARY SYSTEM

	10/2021-09/2022	10/2022-09/2023	10/2023-09/2024	10/2024-09/2025
200-6500-1040	482,224.68	521,286.89	560,267.00	268,345.71

CLERK/SUPPORT STAFF

Budget Detail

Budget Code

Description

FY 2024 PROPOSED

Assistant Director

Units

Price

Amount

FY 2024 PROPOSED

Director

3.00

51,875.20

155,625.60

FY 2024 PROPOSED

Technician

3.00

72,425.00

217,275.00

4.00

46,841.60

187,366.40

	10/2021-09/2022	10/2022-09/2023	10/2023-09/2024	10/2024-09/2025
200-6500-1070	160,430.48	201,243.61	231,239.28	111,773.59

PART/TIME

Budget Detail

Budget Code

Description

FY 2024 PROPOSED

Bertram - Step 2 (24 hrs/wk)

1,248.00

17.27

21,552.96

FY 2024 PROPOSED

Bertram FY23 NEW POSITION - Step 2 (18 hrs/wk)

936.00

17.27

16,164.72

FY 2024 PROPOSED

Burnet - Step 15 (29 hrs/wk)

1,508.00

20.24

30,521.92

FY 2024 PROPOSED

Burnet - Step 7 (24 hrs/wk)

1,248.00

18.70

23,337.60

FY 2024 PROPOSED

Burnet - Step 7 (26 hrs/wk)

1,352.00

18.70

25,282.40

FY 2024 PROPOSED

Burnet Step 7 (24 hrs/wk)

1,248.00

18.70

23,337.60

FY 2024 PROPOSED

Marble Falls - Step 1 (12 hrs/wk)

624.00

16.93

10,564.32

FY 2024 PROPOSED

Marble Falls - Step 2 (18 hrs/wk)

936.00

17.27

16,164.72

FY 2024 PROPOSED

Oakalla - Step 15 (15 hrs/wk)

780.00

20.24

15,787.20

FY 2024 PROPOSED

Oakalla - Step 2 (8 hrs/wk)

780.00

17.27

13,470.60

FY 2024 PROPOSED

Spicewood FY23 NEW POSITION - MOVED TO HOTEL/MOTEL

1.00

1.00

1.00

FY 2024 PROPOSED

Spicewood Step 15 (22 hrs/wk)

1,144.00

20.24

23,154.56

FY 2024 PROPOSED

Spicewood Step 9 (12 hrs/wk)

624.00

19.07

11,899.68

200-6500-1100	9,240.00	12,700.00	15,990.00	15,990.00
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200-6500-1900	0.00	0.00	0.00	0.00
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200-6500-1990	24.25	78.60	0.00	0.00
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200-6500-2010	49,669.51	55,255.37	61,820.00	29,874.48
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200-6500-2020	100,897.80	113,701.46	120,000.00	57,316.00
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200-6500-2030	75,817.58	80,497.45	97,000.00	42,561.77
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200-6500-2040	1,112.49	893.61	2,900.00	451.94
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200-6500-2050	1,049.66	765.11	1,300.00	293.41
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200-6500-2070	2,020.45	1,848.95	2,450.00	897.08
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200-6500-3300	9,966.06	10,536.79	15,000.00	11,759.09
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200-6500-3950	12,384.99	2,664.01	0.00	465.73
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RSV CITY OF BURNET/BOOK FU...

Budget Worksheet Condensed

For Fiscal: 10/2023-09/2024 Period Ending: 03/31/2024

		10/2021-09/2022	10/2022-09/2023	10/2023-09/2024	10/2024-09/2024	
		Total Activity	Total Activity	Total Budget	YTD Activity	
200-6500-4200	TELEPHONE	12,443.52	11,393.52	0.00	384.22	
200-6500-4250	TRAVEL/MILEAGE	1,187.39	1,045.39	6,745.00	863.62	3,210
200-6500-4270	CONFERENCE/DUES/TRAINING	1,215.20	1,320.10	1,377.00	1,353.00	1,464
200-6500-4370	UTILITIES	11,899.90	35,505.50	28,000.00	19,228.06	
200-6500-4520	REPAIR & MAINTENANCE	0.00	153.58	0.00	0.00	
200-6500-4540	RSV SUPPORT FEES/LICENSING ...	33,206.92	36,140.61	34,280.85	28,689.25	40,001.65
Budget Detail						
Budget Code	Description	Units	Price	Amount		
FY 2024 PROPOSED	APOLLO	1.00	8,200.00	8,200.00 -10,200		
FY 2024 PROPOSED	CENTRAL TX LIBRARY SYSTEM	1.00	450.00	450.00		
FY 2024 PROPOSED	ENVISIONWARE, INC (Mobile Print)	1.00	6,159.00	6,159.00 -6,352.65		
FY 2024 PROPOSED	GSUITE	1.00	5,824.00	5,824.00		
FY 2024 PROPOSED	LIBBY BY OVERDRIVE CONSORTIUM	1.00	6,000.00	6,000.00		
FY 2024 PROPOSED	NEWSBANK	1.00	2,000.00	2,000.00 -2,320		
FY 2024 PROPOSED	ROSETTA STONE	1.00	4,133.85	4,133.85 -4,314		
FY 2024 PROPOSED	TEXSHARE	1.00	1,514.00	1,514.00		
+Hoopla		1.00	3,000	3,000		
Department: 6500 - LIBRARY SYSTEM Total:		964,790.88	1,087,030.55	1,178,369.13	590,246.95	0.00
Fund: 200 - LIBRARY SYSTEM Total:		964,790.88	1,087,030.55	1,178,369.13	590,246.95	0.00

Position Budget Request Form

Action Requested: ☐ New Position ☒ Reclassification w/Salary Change ☐ Reclassification w/o Salary Change

Department:

Library - Herman Brown Free Library

Current Position Title:

Part-Time Library Tech

Proposed Position Title:

Library Tech - Genealogy Librarian

Requested Classification:

Group 58, Step 3

Funding Source:

Burnet County Part-time Budget + General Fund or Appropriate Source

Proposed Salary Amount:

Full-time Group 58, Step 3

NEW POSITION INFORMATION

New/Reclassification of Position:

Please explain in detail the need for New Position/Reclassification. In addition, explain how funding will be obtained (i.e., closing position(s), grant, budget transfers, etc.) If this is a new position, please attach a job description, supporting data or a description of the need:

The Genealogy and Local History Center housed at the Herman Brown Free Library is the repository for Burnet County History and needs a dedicated full-time librarian to manage, maintain, and archive this priceless collection. Currently, the position is part-time, with this staff member also responsible for many non-genealogy duties. The part-time nature of this position makes it difficult to attract and retain qualified and experienced individuals. It also means that the collection and visiting researchers, often from out-of-the-area, do not get the full attention that they need if the genealogy librarian is not scheduled that day.

Funding for this position would come partially from the existing 26 hour per week position, reducing the overall funds needed. This request is calculated to include the possibility of merit advancement to Step 3. Potential COLA has not been included in these calculations. Please see attached for further information.

Final job title, job description, classification and pay will be determined by the Commissioners Court based on the Compensation plan.

Fiscal Year 2025

Library System: Herman Brown Free Library

Request: Full-time Library Tech Position: Genealogy Librarian

Create a full-time position by adding to an existing 26 hour per week part-time position at pay scale Group 58, Step 3, to allow for possible merit raises. Calculations are based on tables obtained from HR for FY24. (I was told there are no changes to these tables as of the time of this request.) Possible COLA has not been included.

Step 3 (\$20.40 per hour) + benefits = \$62,263.13

Current Part-time (\$18.70 per hour) + benefits = \$29,433.04

\$62,263.13 - \$29,433.04 = \$32,830.09 needed

The genealogy and local history center is unique to HBFL and has additional responsibilities not present at the other BCLS branches. It is the repository for Burnet County history and contains a large quantity of valuable documents, photographs, microfilm, and many other resources that preserve the history of Burnet County. Given the nature of this collection, it is best practice for it to be managed by trained staff. The part-time nature of this position makes it difficult to attract and retain qualified and experienced individuals.

The current part-time position is responsible for the care, management, and development of the collection, assisting researchers, conducting related programming, and working with the local genealogical society. This is in addition to regular library duties. Being only 26 hours per week means that the collection and visiting researchers, often from out-of-the-area, do not get the full attention that they need if the genealogy librarian is not scheduled that day.

Currently, we have a predominately part-time staff. With steady circulation and usage of our technological services, this is no longer adequate to meet the staffing needs of the library. We're spending more one-on-one time assisting patrons, especially with computer usage and our digital services. Saturdays also increase the need for more staff hours. In the past year, we have averaged 94 library visits each weekend.

Both local and out-of-town visitors come to Burnet to use our genealogy center:

- October 2020 – September 2022: 398 visits
- October 2022 – April 2023: 222 visits
 - Local: 187
 - Out-of-Town: 30
 - Out-of-State: 5
- October 2023 – April 2024: 74 visits (usage decrease due to renovation)
 - Local: 50
 - Out-of-Town: 23
 - Out-of-State: 1

Visitor logs for FY23 and FY24 show researchers from Burnet, Lampasas, Llano, and Mills Counties, Round Rock, Cedar Park, Leander, Austin, Georgetown, Temple, Waco, San Antonio, Sugarland, Houston, Elgin, Johnson City, Dallas, and Ft. Worth. Out-of-State visits include Colorado, California, Nebraska, Massachusetts, Oklahoma, Florida, and Idaho, with at least two of these visits being specifically to Burnet for the purpose of using the genealogy collection.

Having this position full-time will allow the genealogy collection to receive the attention it needs, ensure assistance availability for visiting researchers, as well as help alleviate the staffing strain that comes with having a predominately part-time staff.

Thank you for considering this need as the Herman Brown Free Library strives to serve our growing community and visitors.

Position Budget Request Form

Action Requested: ☐ New Position ☒ Reclassification w/Salary Change ☐ Reclassification w/o Salary Change

Department:

Current Position Title:

Proposed Position Title:

Requested Classification:

Funding Source:

Proposed Salary Amount:

NEW POSITION INFORMATION

New/Reclassification of Position:

Please explain in detail the need for New Position/Reclassification. In addition, explain how funding will be obtained (i.e., closing position(s), grant, budget transfers, etc.) If this is a new position, please attach a job description, supporting data or a description of the need:

Hours requested to increase library operating hours and enhance services in the Oakalla area. If the library is open more, patrons have more access to internet, books, services, etc.

Second, with increase in programming attendance this requires more staff availability. The increase in operating hours means more programming opportunities for home school and school aged children. With lack of other resources in the area, the library is the main source for technology and educational materials. Total program attendance from October 23-April 24 has been 865 including adults and children.

Increase in operating hours also means more possibility of growing Oakalla's Friends group and thus more donations, volunteers, etc. With the current hours, it is difficult to recruit more members. The Friends are vital in keeping our libraries growing and fully supported.

Final job title, job description, classification and pay will be determined by the Commissioners Court based on the Compensation plan.

Position Budget Request Form

Action Requested: ☐ New Position ☒ Reclassification w/Salary Change ☐ Reclassification w/o Salary Change

Department:

Current Position Title:

Proposed Position Title:

Requested Classification:

Funding Source:

Proposed Salary Amount:

NEW POSITION INFORMATION

New/Reclassification of Position:

Please explain in detail the need for New Position/Reclassification. In addition, explain how funding will be obtained (i.e., closing position(s), grant, budget transfers, etc.) If this is a new position, please attach a job description, supporting data or a description of the need:

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Final job title, job description, classification and pay will be determined by the Commissioners Court based on the Compensation plan.

BURNET COUNTY EQUIPMENT & TECHNOLOGY BUDGET REQUEST FORM

☐ NEW TECHNOLOGY ☐ NEW EQUIPMENT OR VEHICLE ☒ EQUIPMENT REPLACEMENT
☐ SOFTWARE

EQUIPMENT:

Type of equipment requested: ☐ Computer ☐ Printer ☐ Scanner ☐ Vehicle

☒ Other (please describe) **Phones compatible with county system for Bertram Library**

Is the new equipment for a: ☐ new employee ☐ replacement equipment ☐ new process

Comments: Current phones at Bertram Library drop calls frequently and would be beneficial to have connection with county departments and the other library branches.

Item description: 4 phones (3 staff, 1 at circulation desk) & phone line

One Time Estimated cost: Tech is unsure cost until they decide on a new phone vendor for the county.

Ongoing Estimated cost: " _____ "

Reason for new equipment. If this is replacing existing equipment, please give the tag number, serial number or VIN number if available. Current phones are unreliable, dropping calls on patrons.

PLEASE ATTACH ANY INFORMATION AVAILABLE FOR TECHNOLOGY AND EQUIPMENT REQUESTS. ATTACH A DETAILED QUOTE IF AVAILABLE.

BURNET COUNTY EQUIPMENT & TECHNOLOGY BUDGET REQUEST FORM

☒ NEW TECHNOLOGY ☒ NEW EQUIPMENT OR VEHICLE ☐ EQUIPMENT REPLACEMENT
☐ SOFTWARE

EQUIPMENT:

Type of equipment requested: ☐ Computer ☐ Printer ☐ Scanner ☐ Vehicle

☒ Other (please describe) Phones for Oakalla Library

Is the new equipment for a: ☐ new employee ☐ replacement equipment ☐ new process

Comments: Phones & phone line needed at the Oakalla Library for safety and communication with patrons. The library currently doesn't have a phone.

Item description: 2 Phones and phone line

One Time Estimated cost: Tech is unsure cost until they decide on a new phone vendor for the county.

Ongoing Estimated cost: " _____ "

Reason for new equipment. If this is replacing existing equipment, please give the tag number, serial number or VIN number if available. Phones provide a means of communication with patrons as well as for safety for the staff in case of emergencies. Cell phones can be unreliable with poor reception, etc.

PLEASE ATTACH ANY INFORMATION AVAILABLE FOR TECHNOLOGY AND EQUIPMENT REQUESTS. ATTACH A DETAILED QUOTE IF AVAILABLE.

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

12.

Meeting Date: 05/14/2024

Subject

Discussion and/or action regarding the approval of the Treasurer's monthly report-February 2024, March 2024, and the acceptance of the Quarterly Investment Report - 2nd Quarter FY24. (Oakley/Crownover)

Attachments

March report

February

Quarterly Report

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 March, 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	\$73,396,832.08		Previous Year Balances:
and Investments Balance			\$60,649,194.35
Cash Receipts	\$17,282,539.50		\$4,823,790.05
Allocated Int Earned	\$46,597.36	Combined Int	\$54,182.21
Interest Earned	\$266,487.81	\$313,085.17	\$162,872.06
Cash Disbursements	-\$21,683,346.56		-\$7,171,368.35
Net Change	-\$4,400,807.06		
Month Ending Cash			
and Investments Balance	\$69,262,512.83		\$58,464,488.11

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

March 2024 contributions received:

Reserve Donations received; VetRides \$3,784.00

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 14th day of May, 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 MARCH 2024

Fund	Beg Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
FSBCT							
5 APCA	\$1,313,297.38		\$7,895,216.42	-\$9,222,823.09	\$5,878.35	-\$14,309.29	-\$14,309.29
DA-SZ	\$99,594.84		\$0.00	\$0.00	\$429.83	\$100,024.67	\$100,024.67
BOND	\$373,582.60		\$16,250.00	-\$15,750.00	\$0.00	\$374,082.60	\$374,082.60
SEARCH	\$17.80		\$4.10	-\$21.90	\$0.00	\$0.00	\$0.00
05-103-100 GEN POOLED CASH	\$13,899,263.06		\$13,156,205.64	-\$18,599,808.47	\$40,101.35	\$8,455,660.23	\$8,455,660.23
FUNDS DETAIL EXHIBIT 'A'							
County Clerk Clearing Acct	\$0.00		\$54,562.53	-\$54,562.53	\$140.28	\$0.00	\$0.00
District Clerk Clearing Acct	\$0.00		\$88,678.75	-\$88,678.75	\$144.04	\$0.00	\$0.00
JP1 Clearing Acct	\$0.00		\$20,189.55	-\$20,189.55	\$50.78	\$0.00	\$0.00
JP2 Clearing Acct	\$0.00		\$31,649.42	-\$31,649.42	\$78.98	\$0.00	\$0.00
JP3 Clearing Acct	\$0.00		\$12,695.13	-\$12,695.13	\$29.25	\$0.00	\$0.00
JP4 Clearing Acct	\$0.00		\$15,043.96	-\$15,043.96	\$42.09	\$0.00	\$0.00
Treasurer Clearing Acct	\$0.00		\$16,382.19	-\$16,382.19	\$132.24	\$0.00	\$0.00
TOTAL CASH	\$15,685,755.68	\$0.00	\$21,306,877.69	-\$28,077,604.99	\$46,597.36	\$8,915,458.21	\$8,915,458.21
C.D. Investments							
Ally Bk Sandy U	\$249,192.44		\$0.00	\$0.00	\$684.55	\$249,876.99	\$249,876.99
American Expre	\$249,967.69		\$0.00	-\$250,000.30	\$32.61	\$0.00	\$0.00
American Rivier	\$245,996.78		\$0.00	\$0.00	\$1,030.01	\$247,026.79	\$247,026.79
American First	\$245,239.63		\$0.00	-\$992.75	\$1,061.22	\$245,308.10	\$245,308.10
Beal BK Plano	\$249,832.48		\$0.00	-\$249,885.14	\$52.66	\$0.00	\$0.00
BluPeak CU	\$248,565.64		\$0.00	-\$1,093.58	\$1,169.00	\$248,641.06	\$248,641.06
BMW BK NORT	\$249,945.95		\$0.00	-\$249,978.56	\$32.61	\$0.00	\$0.00
Encore Bk Little	\$245,103.71		\$0.00	-\$1,002.49	\$1,071.62	\$245,172.84	\$245,172.84
JPMorgan Chas	\$247,370.12		\$0.00	\$0.00	\$1,113.24	\$248,483.36	\$248,483.36
First Tech Fed	\$248,654.31		\$0.00	-\$1,054.17	\$1,126.87	\$248,727.01	\$248,727.01
First Capital Bk	\$245,227.88		\$0.00	-\$944.09	\$1,009.20	\$245,292.99	\$245,292.99
First OKLA Bk	\$0.00		\$245,000.00	\$0.00	\$587.66	\$245,587.66	\$245,587.66
Kish BK Bellvill	\$245,503.42		\$0.00	\$0.00	\$1,040.42	\$246,543.84	\$246,543.84
Neighbors FCU	\$245,476.39		\$0.00	-\$986.81	\$1,054.86	\$245,544.44	\$245,544.44
Northeast Cmnn	\$255,027.23		\$0.00	\$0.00	\$1,105.81	\$256,133.04	\$256,133.04
OakStar Bank N	\$248,034.65		\$0.00	-\$1,039.56	\$1,074.21	\$248,069.30	\$248,069.30
OCEANFIRST B	\$249,724.11		\$0.00	-\$249,793.07	\$68.96	\$0.00	\$0.00
Pacific Western	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PNC BK NTL AS	\$255,062.90		\$0.00	\$0.00	\$1,105.81	\$256,168.71	\$256,168.71
Santander	\$251,852.49		\$0.00	\$0.00	\$1,137.41	\$252,989.90	\$252,989.90
Veritex Cmnty &	\$245,349.04		\$0.00	\$0.00	\$1,082.03	\$246,431.07	\$246,431.07
US BK NATL AS	\$251,251.18		\$0.00	\$0.00	\$1,158.46	\$252,409.64	\$252,409.64
Americu CR UN	\$248,036.35		\$0.00	-\$1,126.87	\$1,126.87	\$248,036.35	\$248,036.35
Vibrant CU	\$249,093.58		\$0.00	-\$1,093.58	\$1,169.00	\$249,169.00	\$249,169.00
Oregon Cmnty	\$248,337.90		\$0.00	-\$1,088.79	\$1,163.88	\$248,412.99	\$248,412.99
Flagstar Bk Nat	\$0.00		\$245,000.00	\$0.00	\$898.78	\$245,898.78	\$245,898.78
Glen Falls Ntl B	\$0.00		\$245,000.00	\$0.00	\$889.38	\$245,889.38	\$245,889.38
Guaranty Bk &	\$0.00		\$245,000.00	\$0.00	\$698.08	\$245,698.08	\$245,698.08
Treasury							
FEDERAL HOME LOAN BK	\$1,002,361.11		\$0.00	\$0.00	\$4,166.67	\$1,006,527.78	\$1,006,527.78
FEDERAL HOME LOAN BK	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$6,720,206.98	\$0.00	\$980,000.00	-\$1,010,079.76	\$27,911.88	\$6,718,039.10	
TEXPOOL							
PRESERVATION	\$1,042.17		\$0.00	\$0.00	\$4.65	\$1,046.82	\$1,046.82
RECORDS ARCHIVES	\$64,644.71		\$0.00	\$0.00	\$291.88	\$64,936.59	\$64,936.59
ROAD & BRIDGE	\$1,884.06		\$0.00	\$0.00	\$8.42	\$1,892.48	\$1,892.48
HOTEL/MOTEL	\$705.82		\$0.00	\$0.00	\$3.10	\$708.92	\$708.92
DEBT SERVICE	\$853.84		\$0.00	\$0.00	\$3.72	\$857.56	\$857.56
TOTAL TEXPOOL	\$69,130.60	\$0.00	\$0.00	\$0.00	\$311.77	\$69,442.37	
LOGIC							
HOTEL/MOTEL	\$1,205,962.59		\$0.00	\$0.00	\$5,606.03	\$1,211,568.62	\$1,211,568.62
RECORDS ARCHIVES	\$66,254.17		\$0.00	\$0.00	\$307.98	\$66,562.15	\$66,562.15
ROAD & BRIDGE	\$1,619,803.27		\$2,000,000.00	\$0.00	\$8,733.44	\$3,628,536.71	\$3,628,536.71
GENERAL	\$11,408,778.56		\$1,500,000.00	\$0.00	\$53,937.31	\$12,962,715.87	\$12,962,715.87
DEBT SERVICE	\$3,571,009.52		\$0.00	-\$2,200,000.00	\$15,276.10	\$1,386,285.62	\$1,386,285.62
TOTAL LOGIC	\$17,871,808.11		\$3,500,000.00	-\$2,200,000.00	\$83,860.86	\$19,255,668.97	
TXCLASS							
TN2020	\$1,641,665.88		\$0.00	\$0.00	\$7,615.63	\$1,649,281.51	\$1,649,281.51
ROAD & BRIDGE	\$2,057,952.24		\$0.00	\$0.00	\$9,546.77	\$2,067,499.01	\$2,067,499.01
GENERAL	\$10,453,553.61		\$2,000,000.00	\$0.00	\$49,686.29	\$12,503,239.90	\$12,503,239.90
CARES 2021	\$2,417,294.25		\$0.00	\$0.00	\$11,213.75	\$2,428,508.00	\$2,428,508.00
TN2022	\$3,586,250.34		\$0.00	-\$300,000.00	\$16,457.62	\$3,302,707.96	\$3,302,707.96
DEBT SERVICE	\$1,625,080.18		\$0.00	\$0.00	\$7,538.70	\$1,632,618.88	\$1,632,618.88
REST/DEDICATED FUND	\$6,780,661.89		\$0.00	\$0.00	\$31,455.26	\$6,812,117.15	\$6,812,117.15
TN2023	\$4,487,472.32		\$0.00	-\$600,000.00	\$20,459.45	\$3,907,931.77	\$3,907,931.77
TOTAL TXCLASS	\$33,049,930.71		\$2,000,000.00	-\$900,000.00	\$153,973.47	\$34,303,904.18	
TOTAL INVESTMENTS	\$57,711,076.40	\$0.00	\$6,480,000.00	-\$4,110,079.76	\$266,057.98	\$60,347,054.62	
TOTAL CASH	\$15,685,755.68	\$0.00	\$21,306,877.69	-\$28,077,604.99	\$46,597.36	\$8,915,458.21	\$8,915,458.21
LESS FUND TRANSFERS			-\$8,134,417.95	\$8,134,417.95			\$0.00
LESS INVEST TRANSFERS			-\$2,369,920.24	\$2,369,920.24			
INVESTMENTS	\$57,711,076.40	\$0.00	\$6,480,000.00	-\$4,110,079.76	\$266,057.98	\$60,347,054.62	\$60,347,054.62
TOTAL CASH & INVESTMENTS	\$73,396,832.08	\$0.00	\$17,282,539.50	-\$21,683,346.56	\$266,487.81	\$69,262,512.83	\$69,262,512.83

% Rate for Month

6 Month T-Bill
5.53%HCNB
5.13%TexPool
5.32%Logic
5.47%TX Class
5.57%

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

Fund	POOLED CASH ACC	adjusted prev mo	Beginning Balance	Current Activity	End Balance	
05-103-100	GEN POOLED CASH				\$8,455,660.23	
05-103-500	PCA/APCA POOLED CASH				-\$14,309.29	
TOTAL CASH IN BANK POOLED CASH					\$8,441,350.94	
100	GENERAL	\$23,156.65	\$9,839,443.68	-\$6,678,303.71	\$3,184,296.62	\$3,184,296.62
110	CATTY CHCK COLLEC		\$2,704.24	\$700.86	\$3,405.10	\$3,405.10
120	D.A. SPECIAL		-\$7,699.86	\$0.00	-\$7,699.86	-\$7,699.86
140	HMT		\$209,179.05	-\$53,458.78	\$155,720.27	\$155,720.27
150	LAW LIBRARY		\$149,254.47	\$2,663.50	\$151,917.97	\$151,917.97
160	WESTERN CTY TWR		\$362,788.81	-\$8,221.31	\$354,567.50	\$354,567.50
170	IHC		-\$2,388.08	-\$17,120.36	-\$19,508.44	-\$19,508.44
180	RESTRICTED		\$2,302,334.90	-\$25,723.32	\$2,276,611.58	\$2,276,611.58
190	103-005		\$42,649.79	\$4,793.26	\$47,443.05	\$47,443.05
200	LIB		\$631.18	-\$122,015.81	-\$121,384.63	-\$121,384.63
210	HISTORICAL COMM		\$173,365.59	-\$861.77	\$172,503.82	\$172,503.82
211			\$0.00	\$3,333.80	\$3,333.80	\$3,333.80
221	COUNTY REC MGMT		\$1,787.43	\$79.74	\$1,867.17	\$1,867.17
222	CCLK RECORDS		\$386,801.55	\$13,536.09	\$400,337.64	\$400,337.64
223	DCLK RECORDS		\$181,245.71	\$4,270.33	\$185,516.04	\$185,516.04
230	TECHNOLOGY FNDS		\$49,471.51	\$399.21	\$49,870.72	\$49,870.72
270	IMHS		-\$872,981.77	-\$299,229.98	-\$1,172,211.75	-\$1,172,211.75
290	GRANTS		-\$61,778.82	-\$151,918.11	-\$213,696.93	-\$213,696.93
291			-\$34,888.84	-\$43,544.61	-\$78,433.45	-\$78,433.45
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		-\$23,156.65	\$244,048.54	-\$192,432.31	\$28,459.58	\$28,459.58
296			\$0.00	\$350,000.00	\$350,000.00	\$350,000.00
297			\$0.00	\$162,643.95	\$162,643.95	\$162,643.95
298			\$0.00	\$257,609.17	\$257,609.17	\$257,609.17
300	ROAD & BRIDGE		\$2,484,124.31	-\$1,236,981.69	\$1,247,142.62	\$1,247,142.62
310	R&B PCT #1		-\$23,965.39	-\$97,069.38	-\$121,034.77	-\$121,034.77
320	R&B PCT #2		-\$6,419.15	-\$78,276.53	-\$84,695.68	-\$84,695.68
330	R&B PCT #3		-\$8,509.95	-\$76,134.11	-\$84,644.06	-\$84,644.06
340	R&B PCT #4		\$40,648.67	-\$90,405.28	-\$49,756.61	-\$49,756.61
501	FLOOD RECOVERY		\$66,973.76	\$0.00	\$66,973.76	\$66,973.76
504	CHS		\$100,795.06	-\$59,417.98	\$41,377.08	\$41,377.08
505	JAIL COMM		\$255,037.82	-\$34,966.45	\$220,071.37	\$220,071.37
510	BLOOD DRAW PRGM		\$39,703.62	\$344.43	\$40,048.05	\$40,048.05
514			\$33,768.03	\$13,545.27	\$47,313.30	\$47,313.30
600	DS		-\$1,172,071.03	\$1,213,787.08	\$41,716.05	\$41,716.05
700	TN		\$145,708.72	\$577.43	\$146,286.15	\$146,286.15
710	Bldgs Restricted		\$15,820.03	\$0.00	\$15,820.03	\$15,820.03
719	CAP PRJCTS 2019		\$553,822.76	\$2,194.77	\$556,017.53	\$556,017.53
720	TN2020		\$138,709.20	\$121,625.80	\$260,335.00	\$260,335.00
722	TN2022		-\$35,263.22	\$83,918.43	\$48,655.21	\$48,655.21
723	TN2023		-\$189,727.42	\$204,151.91	\$14,424.49	\$14,424.49
850	HRA		\$18,500.00	-\$1,459.86	\$17,040.14	\$17,040.14
880	T&A		\$155,773.92	\$64,867.09	\$220,641.01	\$220,641.01
881	CASH BONDS/SUBD		\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
990	PCA		-\$368,343.38	-\$8,710.27	-\$377,053.65	-\$377,053.65
		\$0.00	\$15,212,560.44	-\$6,771,209.50	\$8,441,350.94	\$8,441,350.94
	TOTAL CLAIM ON CASH				\$8,441,350.94	
	DIFFERENCE				\$0.00	

[illegible]

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 February, 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	\$64,369,691.73		Previous Year Balances:
and Investments Balance			\$52,580,253.25
Cash Receipts	\$19,114,520.67		
Allocated Int Earned	\$58,682.55	Combined Int	\$15,754,991.23
Interest Earned	\$230,893.94	\$289,576.49	\$2,844.77
Cash Disbursements	-\$10,318,274.26		\$135,721.47
			-\$7,821,771.60
Month Ending Cash			
and Investments Balance	\$73,396,832.08		\$60,649,194.35

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

February 2024 contributions received:

Reserve Donations to VetRides \$2,123.00

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 14th day of May, 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 FEBRUARY 2024

Fund		Beg Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
FSBCT								
5	APCA	\$1,715,457.13		\$7,055,535.47	-\$7,457,695.22	\$8,516.04	\$1,313,297.38	\$1,313,297.38
	DA-SZ	\$143,770.46	\$604.67	\$17,434.38	-\$62,214.67	\$490.39	\$99,594.84	\$99,594.84
	BOND	\$354,582.60		\$26,250.00	-\$7,250.00	\$0.00	\$373,582.60	\$373,582.60
	SEARCH/COPIES	\$11.70		\$6.10	\$0.00	\$0.00	\$17.80	\$17.80
05-103-100	GEN POOLED CASH	\$11,568,485.29	-\$604.67	\$17,548,628.10	-\$15,217,245.66	\$48,557.58	\$13,899,263.06	\$13,899,263.06
	FUNDS DETAIL EXHIBIT 'A'							
	County Clerk Clearing Acct	\$0.00		\$56,066.74	-\$56,066.74	\$177.45	\$0.00	\$0.00
	District Clerk Clearing Acct	\$0.00		\$28,863.90	-\$28,863.90	\$90.39	\$0.00	\$0.00
	JP1 Clearing Acct	\$0.00		\$13,536.14	-\$13,536.14	\$29.89	\$0.00	\$0.00
	JP2 Clearing Acct	\$0.00		\$22,731.19	-\$22,731.19	\$59.19	\$0.00	\$0.00
	JP3 Clearing Acct	\$0.00		\$6,795.69	-\$6,795.69	\$19.88	\$0.00	\$0.00
	JP4 Clearing Acct	\$0.00		\$15,566.58	-\$15,566.58	\$42.10	\$0.00	\$0.00
	Treasurer Clearing Acct	\$0.00		\$227,958.32	-\$227,958.32	\$699.64	\$0.00	\$0.00
	TOTAL CASH	\$13,782,307.18	\$0.00	\$25,019,372.61	-\$23,115,924.11	\$58,682.55	\$15,685,755.68	\$15,685,755.68
	C.D. Investments							
	Ally Bk Sandy U	CD-Gen Pooled Cash	\$248,552.05	\$0.00	\$0.00	\$640.39	\$249,192.44	\$249,192.44
	American Expre	CD-Gen Pooled Cash	\$249,652.43	\$0.00	\$0.00	\$315.26	\$249,967.69	\$249,967.69
	American Rivier	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$996.78	\$245,996.78	\$245,996.78
	American First C	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$239.63	\$245,239.63	\$245,239.63
	Beal BK Plano	CD-Gen Pooled Cash	\$249,527.07	\$0.00	\$0.00	\$305.41	\$249,832.48	\$249,832.48
	BluPeak CU	CD-Gen Pooled Cash	\$248,641.06	\$0.00	-\$1,169.00	\$1,093.58	\$248,565.64	\$248,565.64
	BMW BK NORTH	CD-Gen Pooled Cash	\$249,630.68	\$0.00	\$0.00	\$315.27	\$249,945.95	\$249,945.95
	Encore Bk Little	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$103.71	\$245,103.71	\$245,103.71
	JPMorgan Chas	CD-Gen Pooled Cash	\$246,328.71	\$0.00	\$0.00	\$1,041.41	\$247,370.12	\$247,370.12
	First Tech Fed	CD-Gen Pooled Cash	\$248,727.01	\$0.00	-\$1,126.87	\$1,054.17	\$248,654.31	\$248,654.31
	First Capital Bk	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$227.88	\$245,227.88	\$245,227.88
	LocalGov'tFCU	CD-Gen Pooled Cash	\$248,732.45	\$0.00	-\$249,098.68	\$366.23	\$0.00	\$0.00
	Kish BK Bellville	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$503.42	\$245,503.42	\$245,503.42
	Neighbors FCU	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$476.39	\$245,476.39	\$245,476.39
	Northeast Cmnty	CD-Gen Pooled Cash	\$253,992.77	\$0.00	\$0.00	\$1,034.46	\$255,027.23	\$255,027.23
	OakStar Bank N	CD-Gen Pooled Cash	\$248,069.30	\$0.00	-\$1,039.56	\$1,004.91	\$248,034.65	\$248,034.65
	OCEANFIRST B	CD-Gen Pooled Cash	\$249,438.40	\$0.00	\$0.00	\$285.71	\$249,724.11	\$249,724.11
	Pacific Western	CD-Gen Pooled Cash	\$257,203.18	\$0.00	-\$257,880.93	\$677.75	\$0.00	\$0.00
	PNC BK NTL AS	CD-Gen Pooled Cash	\$254,028.44	\$0.00	\$0.00	\$1,034.46	\$255,062.90	\$255,062.90
	Santander	CD-Gen Pooled Cash	\$250,788.47	\$0.00	\$0.00	\$1,064.02	\$251,852.49	\$251,852.49
	Veritex Cmnty B	CD-Gen Pooled Cash	\$0.00	\$245,000.00	\$0.00	\$349.04	\$245,349.04	\$245,349.04
	US BK NATL AS	CD-Gen Pooled Cash	\$250,167.45	\$0.00	\$0.00	\$1,083.73	\$251,251.18	\$251,251.18
	Americu CR UN	CD-Gen Pooled Cash	\$248,036.35	\$0.00	-\$1,054.17	\$1,054.17	\$248,036.35	\$248,036.35
	Vibrant CU	CD-Gen Pooled Cash	\$249,169.00	\$0.00	-\$1,169.00	\$1,093.58	\$249,093.58	\$249,093.58
	Oregon Cmnty C	CD-Gen Pooled Cash	\$248,412.99	\$0.00	-\$1,163.88	\$1,088.79	\$248,337.90	\$248,337.90
	Treasury							
	FEDERAL HOME LOAN BK	\$0.00		\$1,000,000.00	\$0.00	\$2,361.11	\$1,002,361.11	\$1,002,361.11
	FEDERAL HOME LOAN BK	\$1,007,375.00		\$0.00	-\$1,008,500.00	\$1,125.00	\$0.00	\$0.00
		\$5,506,472.81	\$0.00	\$2,715,000.00	-\$1,522,202.09	\$20,936.26	\$6,720,206.98	
	TEXPOOL							
	PRESERVATION	\$1,037.82		\$0.00	\$0.00	\$4.35	\$1,042.17	\$1,042.17
	RECORDS ARCHIVES	\$64,372.32		\$0.00	\$0.00	\$272.39	\$64,644.71	\$64,644.71
	ROAD & BRIDGE	\$1,876.23		\$0.00	\$0.00	\$7.83	\$1,884.06	\$1,884.06
	HOTEL/MOTEL	\$702.92		\$0.00	\$0.00	\$2.90	\$705.82	\$705.82
	DEBT SERVICE	\$850.36		\$0.00	\$0.00	\$3.48	\$853.84	\$853.84
	TOTAL TEXPOOL	\$68,839.65	\$0.00	\$0.00	\$0.00	\$290.95	\$69,130.60	
	LOGIC							
	HOTEL/MOTEL	\$1,200,733.44		\$0.00	\$0.00	\$5,229.15	\$1,205,962.59	\$1,205,962.59
	RECORDS ARCHIVES	\$65,966.90		\$0.00	\$0.00	\$287.27	\$66,254.17	\$66,254.17
	ROAD & BRIDGE	\$1,612,779.70		\$0.00	\$0.00	\$7,023.57	\$1,619,803.27	\$1,619,803.27
	GENERAL	\$11,359,309.28		\$0.00	\$0.00	\$49,469.28	\$11,408,778.56	\$11,408,778.56
	DEBT SERVICE	\$3,555,525.33		\$0.00	\$0.00	\$15,484.19	\$3,571,009.52	\$3,571,009.52
	TOTAL LOGIC	\$17,794,314.65		\$0.00	\$0.00	\$77,493.46	\$17,871,808.11	
	TXCLASS							
	TN2020	\$1,634,548.43		\$0.00	\$0.00	\$7,117.45	\$1,641,665.88	\$1,641,665.88
	ROAD & BRIDGE	\$2,049,030.01		\$0.00	\$0.00	\$8,922.23	\$2,057,952.24	\$2,057,952.24
	GENERAL	\$5,417,981.95		\$5,000,000.00	\$0.00	\$35,571.66	\$10,453,553.61	\$10,453,553.61
	CARES 2021	\$2,406,814.07		\$0.00	\$0.00	\$10,480.18	\$2,417,294.25	\$2,417,294.25
	TN2022	\$3,570,702.15		\$0.00	\$0.00	\$15,548.19	\$3,586,250.34	\$3,586,250.34
	DEBT SERVICE	\$919,399.63		\$700,000.00	\$0.00	\$5,680.55	\$1,625,080.18	\$1,625,080.18
	REST/DEDICATED FUND	\$6,751,264.34		\$0.00	\$0.00	\$29,397.55	\$6,780,661.89	\$6,780,661.89
	TN2023	\$4,468,016.86		\$0.00	\$0.00	\$19,455.46	\$4,487,472.32	\$4,487,472.32
	TOTAL TXCLASS	\$27,217,757.44		\$5,700,000.00	\$0.00	\$132,173.27	\$33,049,930.71	
	TOTAL INVESTMENTS	\$50,587,384.55	\$0.00	\$8,415,000.00	-\$1,522,202.09	\$230,893.94	\$57,711,076.40	
	TOTAL CASH	\$13,782,307.18	\$0.00	\$25,019,372.61	-\$23,115,924.11	\$58,682.55	\$15,685,755.68	\$15,685,755.68
	LESS FUND TRANSFERS			-\$7,427,054.03	\$7,427,054.03			\$0.00
	LESS INVEST TRANSFERS			-\$6,892,797.91	\$6,892,797.91			
	INVESTMENTS	\$50,587,384.55	\$0.00	\$8,415,000.00	-\$1,522,202.09	\$230,893.94	\$57,711,076.40	\$57,711,076.40
	TOTAL CASH & INVESTMENTS	\$64,369,691.73	\$0.00	\$19,114,520.67	-\$10,318,274.26	\$230,893.94	\$73,396,832.08	\$73,396,832.08

% Rate for Month	6 Month T-Bill 5.30%	TexPool 5.33%	Logic 5.56%	TX Class 5.48%
	HCNB 5.13%			

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

Fund	POOLED CASH ACCOUNT	adjusted prev mo	Beginning Balance	Current Activity	End Balance	
05-103-100	GEN POOLED CASH				\$13,899,263.06	
05-103-500	PCA/APCA POOLED CASH				\$1,313,297.38	
TOTAL CASH IN BANK POOLED CASH					\$15,212,560.44	
100	GENERAL	-\$51,531.96	\$6,082,655.56	\$3,808,320.08	\$9,839,443.68	\$9,839,443.68
110	CATTY CHCK COLL	-\$34.50	\$2,492.56	\$246.18	\$2,704.24	\$2,704.24
120	D.A. SPECIAL	-\$604.67	-\$7,095.19	\$0.00	-\$7,699.86	-\$7,699.86
140	HMT		\$159,647.32	\$49,531.73	\$209,179.05	\$209,179.05
150	LAW LIBRARY	\$1,680.00	\$145,346.87	\$2,227.60	\$149,254.47	\$149,254.47
160	WESTERN CTY TWR		\$368,828.38	-\$6,039.57	\$362,788.81	\$362,788.81
170	IHC		\$0.00	-\$2,388.08	-\$2,388.08	-\$2,388.08
180	RESTRICTED	\$3,000.73	\$2,289,816.82	\$9,517.35	\$2,302,334.90	\$2,302,334.90
190	103-005		\$42,991.35	-\$341.56	\$42,649.79	\$42,649.79
200	LIB		\$884.75	-\$253.57	\$631.18	\$631.18
210	HISTORICAL COMM		\$172,844.30	\$521.29	\$173,365.59	\$173,365.59
221	COUNTY REC MGM	\$24.32	\$1,729.98	\$33.13	\$1,787.43	\$1,787.43
222	CCLK RECORDS	\$33,040.04	\$331,412.78	\$22,348.73	\$386,801.55	\$386,801.55
223	DCLK RECORDS		\$178,660.80	\$2,584.91	\$181,245.71	\$181,245.71
230	TECHNOLOGY FND	\$50.30	\$49,032.70	\$388.51	\$49,471.51	\$49,471.51
270	IMHS		-\$619,874.47	-\$253,107.30	-\$872,981.77	-\$872,981.77
290	GRANTS		-\$39,941.13	-\$21,837.69	-\$61,778.82	-\$61,778.82
291			-\$18,709.89	-\$16,178.95	-\$34,888.84	-\$34,888.84
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		\$382.83	\$352,821.85	-\$109,156.14	\$244,048.54	\$244,048.54
296			\$0.00	\$0.00	\$0.00	\$0.00
300	ROAD & BRIDGE		\$1,406,259.54	\$1,077,864.77	\$2,484,124.31	\$2,484,124.31
310	R&B PCT #1	-\$382.83	\$0.00	-\$23,582.56	-\$23,965.39	-\$23,965.39
320	R&B PCT #2		-\$599.40	-\$5,819.75	-\$6,419.15	-\$6,419.15
330	R&B PCT #3		\$0.00	-\$8,509.95	-\$8,509.95	-\$8,509.95
340	R&B PCT #4		\$0.00	\$40,648.67	\$40,648.67	\$40,648.67
501	FLOOD RECOVERY		\$66,973.76	\$0.00	\$66,973.76	\$66,973.76
504	CHS	\$1,087.41	\$13,655.30	\$86,052.35	\$100,795.06	\$100,795.06
505	JAIL COMM		\$176,776.88	\$78,260.94	\$255,037.82	\$255,037.82
510	BLOOD DRAW PRG	\$1,484.51	\$37,342.20	\$876.91	\$39,703.62	\$39,703.62
514			\$21,599.35	\$12,168.68	\$33,768.03	\$33,768.03
600	DS		\$1,044,112.13	-\$2,216,183.16	-\$1,172,071.03	-\$1,172,071.03
700	TN		\$145,047.58	\$661.14	\$145,708.72	\$145,708.72
710	Bldgs Restricted		\$15,820.03	\$0.00	\$15,820.03	\$15,820.03
719	CAP PRJCTS 2019		\$551,309.88	\$2,512.88	\$553,822.76	\$553,822.76
720	TN2020		\$176,235.60	-\$37,526.40	\$138,709.20	\$138,709.20
722	TN2022		\$2,598.78	-\$37,862.00	-\$35,263.22	-\$35,263.22
723	TN2023		\$12,887.74	-\$202,615.16	-\$189,727.42	-\$189,727.42
850	HRA		\$8,744.29	\$9,755.71	\$18,500.00	\$18,500.00
880	T&A	\$11,199.15	\$106,172.89	\$38,401.88	\$155,773.92	\$155,773.92
881	CASH BONDS/SUBD		\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
990	PCA		\$3,955.53	-\$372,298.91	-\$368,343.38	-\$368,343.38
		-\$604.67	\$13,283,942.42	\$1,929,222.69	\$15,212,560.44	\$15,212,560.44
	TOTAL CLAIM ON CASH				\$15,212,560.44	
	DIFFERENCE				\$0.00	

Burnet County Quarterly Investment Report

For the 2nd Quarter of FY 2023-2024

Submitted to Commissioner's Court on May 15, 2024

**Karrie Crownover
Burnet County Treasurer**

Prepared: 4/26/2024

**Burnet County Treasurer's
Quarterly Investment Report
For Period Ended 3/31/2024**

The Public Funds Investment Act, Chapter 2256.023 of the Government Code requires the investment officer of each local government to submit to its governing body a quarterly report of investment transactions.

As of March 31, 2024

<u>Investment</u>	<u>%</u>	<u>Balance</u>	<u>Interest Earned (01/24-03/24)</u>
LOGIC		\$19,255,668.97	\$235,207.70
Tex Pool		\$69,442.37	\$913.49
Texas Class		\$34,303,904.18	\$406,167.27
Total Pool Accts	77%	<u>\$53,629,015.52</u>	<u>\$642,288.46</u>
 <u>Certificates of Deposit</u>			
See Attachment		\$5,711,511.32	\$56,764.32
Total C.D.'s	8%	<u>\$5,711,511.32</u>	<u>\$56,764.32</u>
 <u>Treasury/Agencies</u>			
See Attachment	1%	\$1,006,527.78	\$2,375.00
Total Investments		<u>\$60,347,054.62</u>	
Total Investment Earnings			<u>\$701,427.78</u>
 Cash in Bank			
	13%	\$8,915,458.21	\$153,269.42
Total Cash/Investments	100%	<u>\$69,262,512.83</u>	
Total Cash/Investment Earnings			<u>\$854,697.20</u>

*As per Burnet County's Investment Policy, "the basis used by the Investment Officer to determine whether market yields are being achieved shall be the six-month Treasury Bill"

Government Pools:	<u>6 mo Tbill</u>	<u>LOGIC</u>	<u>TEXPOOL</u>	<u>TX CLASS</u>
JANUARY	5.54%	5.51%	5.35%	5.54%
FEBRUARY	5.30%	5.56%	5.33%	5.48%
MARCH	5.53%	5.47%	5.32%	5.57%
QTR Average	5.46%	5.51%	5.33%	5.53%

DEPOSITORY:	<u>CKG ACCT (HCNB)</u>
JANUARY	5.00%
FEBRUARY	5.13%
MARCH	5.13%
QTR Average	5.09%

Invested C.D.'s:
FIXED Rate (Various; See Attachment)

CHECKING ACCOUNT BALANCES
BancorpSouth, Burnet, TX
2ND QUARTER FY 2023-2024
As of March 31, 2024

Account	End Balance	
GENERAL	\$8,455,660.23	
APCA	-\$14,309.29	
SEARCH	\$0.00	
DA-SEIZURE	\$100,024.67	
BOND	\$374,082.60	
Total Cash Balance of Checking Accounts For the 2nd Quarter of FY 2023-2024 For Period Ended 3/31/2024		<u>\$8,915,458.21</u>

CHECKING ACCOUNT INTEREST
2ND QUARTER FY 2023-2024

1/1/2024 through 3/31/2024

Account Description	1/1/2024 1/31/2024	2/1/2024 2/29/2024	3/1/2024 3/31/2024	OVERALL TOTAL
SEARCH	\$0.00	\$0.00	\$0.00	\$0.00
APCA	\$8,102.29	\$8,516.04	\$5,878.35	\$22,496.68
GENERAL	\$38,254.14	\$48,557.58	\$40,101.35	\$126,913.07
DA-SEIZURE	\$607.87	\$490.39	\$429.83	\$1,528.09
CCLK CLEARING ACCT	\$250.30	\$177.45	\$140.28	\$568.03
DCLK CLEARING ACCT	\$133.56	\$90.39	\$144.04	\$367.99
JP1 CLEARING ACCT	\$36.96	\$29.89	\$50.78	\$117.63
JP2 CLEARING ACCT	\$46.86	\$59.19	\$78.98	\$185.03
JP3 CLEARING ACCT	\$23.39	\$19.88	\$29.25	\$72.52
JP4 CLEARING ACCT	\$34.06	\$42.10	\$42.09	\$118.25
TREASURER CLRNG ACCT	\$70.25	\$699.64	\$132.24	\$902.13
OVERALL TOTAL	\$47,559.68	\$58,682.55	\$47,027.19	\$153,269.42

ACCOUNT BALANCES - LOGIC
(Includes Unrealized Gains)
As of March 31, 2024

INVESTMENT ACCOUNTS	Balance
HOTEL/MOTEL	\$1,211,568.62
RECORDS ARCHIVES	\$66,562.15
ROAD & BRIDGE	\$3,628,536.71
GENERAL	\$12,962,715.87
DEBT SERVICE	\$1,386,285.62
TOTAL INVESTMENTS	\$19,255,668.97

INVESTMENT EARNINGS - LOGIC
2ND QUARTER FY 2023-2024
1/1/2024 through 3/31/2024

Account Description	1/1/2024 1/31/2024	2/1/2024 2/29/2024	3/1/2024 3/31/2024	OVERALL TOTAL
HOTEL/MOTEL	\$5,344.06	\$5,229.15	\$5,606.03	\$16,179.24
RECORDS ARCHIVES	\$307.23	\$287.27	\$307.98	\$902.48
ROAD & BRIDGE	\$7,511.17	\$7,023.57	\$8,733.44	\$23,268.18
GENERAL	\$44,632.07	\$49,469.28	\$53,937.31	\$148,038.66
DEBT SERVICE	\$16,058.85	\$15,484.19	\$15,276.10	\$46,819.14
OVERALL TOTAL	\$73,853.38	\$77,493.46	\$83,860.86	\$235,207.70

ACCOUNT BALANCES - TEXPOOL

(Includes Unrealized Gains)

As of March 31, 2024

INVESTMENTACCOUNTS	Balance
PRESERVATION	\$1,046.82
RECORDS ARCHIVES	\$64,936.59
ROAD & BRIDGE	\$1,892.48
HOTEL/MOTEL	\$708.92
DEBT SERVICE	\$857.56
TOTAL INVESTMENTS	\$69,442.37

INVSTMENT EARNINGS - TEXPOOL
2ND QUARTER FY 2023-2024
1/1/2024 through 3/31/2024

Account Description	1/1/2024 1/31/2024	2/1/2024 2/29/2024	3/1/2024 3/31/2024	OVERALL TOTAL
PRESERVATION	\$4.65	\$4.35	\$4.65	\$13.65
RECORDS ARCHIVES	\$290.92	\$272.39	\$291.88	\$855.19
ROAD & BRIDGE	\$8.38	\$7.83	\$8.42	\$24.63
HOTEL/MOTEL	\$3.10	\$2.90	\$3.10	\$9.10
DEBT SERVICE	\$3.72	\$3.48	\$3.72	\$10.92
OVERALL TOTAL	\$310.77	\$290.95	\$311.77	\$913.49

Account Balances - TEXAS CLASS

(Includes Unrealized Gains)

As of March 31, 2024

INVESTMENT ACCOUNTS	Balance
TN2020	\$1,649,281.51
ROAD & BRIDGE	\$2,067,499.01
GENERAL	\$12,503,239.90
CARES 2021	\$2,428,508.00
TN2022	\$3,302,707.96
DEBT SERVICE	\$1,632,618.88
REST/DEDICATED FUNDS	\$6,812,117.15
TN2023	\$3,907,931.77
TOTAL INVESTMENTS	\$34,303,904.18

INVESTMENT EARNINGS - TEXAS CLASS
2ND QUARTER FY 2023-2024
1/1/2024 through 3/31/2024

Account Description	1/1/2024 1/31/2024	2/1/2024 2/29/2024	3/1/2024 3/31/2024	OVERALL TOTAL
TN2020	\$7,650.64	\$7,117.45	\$7,615.63	\$22,383.72
ROAD & BRIDGE	\$7,317.17	\$8,922.23	\$9,546.77	\$25,786.17
GENERAL	\$17,014.39	\$35,571.66	\$49,686.29	\$102,272.34
CARES 2021	\$12,174.73	\$10,480.18	\$11,213.75	\$33,868.66
TN2022	\$16,724.36	\$15,548.19	\$16,457.62	\$48,730.17
DEBT SERVICE	\$4,303.34	\$5,680.55	\$7,538.70	\$17,522.59
REST/DEDICATED FUNDS	\$32,879.77	\$29,397.55	\$31,455.26	\$93,732.58
TN2023	\$21,956.13	\$19,455.46	\$20,459.45	\$61,871.04
OVERALL TOTAL	\$120,020.53	\$132,173.27	\$153,973.47	\$406,167.27

INVESTMENT EARNINGS - MultiBank Securities
2ND QUARTER FY23-24

1/1/2024 through 3/31/2024

FUND	CERTIFICATE OF DEPOSIT	1/1/2024 1/31/2024	2/1/2024 2/29/2024	3/1/2024 3/31/2024	OVERALL TOTAL
10-GP	Ally Bank Sandy Utah	\$ 684.54	\$ 640.39	\$ 684.55	\$ 2,009.48
	3.25% Maturity 7/8/24				
	Ending Balance				\$ 249,876.99
	02007GVC4				
10-GP	American Express National Bank	\$ 337.01	\$ 315.26	\$ 32.61	\$ 684.88
	1.60% Maturity 3/4/24				
	Ending Balance				\$ -
	02589ABL5				
10-GP	Beal Bak Plano Texas	\$ 326.48	\$ 305.41	\$ 52.66	\$ 684.55
	1.55% Maturity 3/6/24				
	Ending Balance				\$ -
	07371AZK2				
10-GP	BMW BK North Amer Salt Lake City U	\$ 337.00	\$ 315.27	\$ 32.61	\$ 684.88
	1.60% Maturity 3/4/24				
	Ending Balance				\$ -
	05580AJ96				
10-GP	Encore Bank		\$ 103.71	\$ 1,071.62	\$ 1,175.33
	5.15% Maturity 8/27/24				
	Ending Balance				\$ 245,172.84
	29260MDU6				
10-GP	FARMERS INS GR	\$ 577.53			\$ 577.53
	5.00% Maturity 1/18/24				
	Ending Balance				\$ -
	30960QAM9				
10-GP	FIRST TECH FCU	\$ 1,126.87	\$ 1,054.17	\$ 1,126.87	\$ 3,307.91
	5.35% Maturity 4/12/24				
	Ending Balance				\$ 248,727.01
	33715LEW6				
10-GP	JPMorgan Chase	\$ 1,113.24	\$ 1,041.41	\$ 1,113.24	\$ 3,267.89
	5.35% Maturity 12/24/24				
	Ending Balance				\$ 248,483.36
	46656MYB1				
10-GP	Local Gov't FCU	\$ 1,032.09	\$ 366.23		\$ 1,398.32
	4.90% Maturity 2/12/24				
	Ending Balance				\$ -
	53955LAB3				
10-GP	American Riviera		\$ 996.78	\$ 1,030.01	\$ 2,026.79
	4.95% Maturity 1/30/25				
	Ending Balance				\$ 247,026.79
	02932AAB2				
10-gp	Northeast Comm Bnk	\$ 1,105.81	\$ 1,034.46	\$ 1,105.81	\$ 3,246.08
	5.25% Maturity 5/17/24				
	Ending Balance				\$ 256,133.04
	664122BG2				
10-gp	OakStar Bank	\$ 1,074.21	\$ 1,004.91	\$ 1,074.21	\$ 3,153.33
	5.10% Maturity 9/30/24				
	Ending Balance				\$ 248,069.30
	67389LAT0				
10-GP	OceanFirst Bank	\$ 305.41	\$ 285.71	\$ 68.96	\$ 660.08
	1.45% Maturity 3/8/24				
	Ending Balance				\$ -
	67523TAFO				
10-GP	PACIFIC WESTERN BK	\$ 1,105.81	\$ 677.75	\$ -	\$ 1,783.56
	5.25% Maturity 2/20/24				
	Ending Balance				\$ -
	69506YZF9				
10-gp	PNC Bk NTL	\$ 1,105.81	\$ 1,034.46	\$ 1,105.81	\$ 3,246.08
	5.25% Maturity 5/16/24				
	Ending Balance				\$ 256,168.71
	69355NDL6				
10-GP	Santander	\$ 1,137.40	\$ 1,064.02	\$ 1,137.41	\$ 3,338.83
	5.40% Maturity 4/17/24				
	Ending Balance				\$ 252,989.90
	80280JWQ0				
10-GP	US Bank Nat'l Assoc	\$ 1,158.46	\$ 1,083.73	\$ 1,158.46	\$ 3,400.65
	5.50% Maturity 12/3/24				
	Ending Balance				\$ 252,409.64
	90355UBG9				
10-GP	Vibrant CR UN	\$ 1,169.00	\$ 1,093.58	\$ 1,169.00	\$ 3,431.58
	5.55% Maturity 9/20/24				
	Ending Balance				\$ 249,169.00

92559TAP3					
10-GP	American First CU		\$ 239.63	\$ 1,061.22	\$ 1,300.85
5.10%	Maturity 11/22/24				
	Ending Balance				\$ 245,308.10
	02616ACM9				
10-GP	First Capital Bank	\$ -	\$ 227.88	\$ 1,009.20	\$ 1,237.08
4.85%	Maturity 8/25/25				
	Ending Balance				\$ 245,292.99
	31944ACC3				
10-GP	Americu Credit Union	\$ 1,126.87	\$ 1,054.17	\$ 1,126.87	\$ 3,307.91
5.35%	Maturity 12/23/24				
	Ending Balance				\$ 248,036.35
	03065QAP3				
10-GP	Kish Bank		\$ 503.42	\$ 1,040.42	\$ 1,543.84
5.00%	Maturity 2/14/25				
	Ending Balance				\$ 246,543.84
	497710AM5				
10-GP	Neighbors FCU		\$ 476.39	\$ 1,054.86	\$ 1,531.25
5.00%	Maturity 2/14/25				
	Ending Balance				\$ 245,544.44
	64017ABK9				
10-GP	Veritex Community Bank		\$ 349.04	\$ 1,082.03	\$ 1,431.07
5.20%	Maturity 5/20/24				
	Ending Balance				\$ 246,431.07
	923450GW4				
10-GP	First OKL Bank			\$ 587.66	\$ 587.66
5.15%	Maturity 9/15/25				
	Ending Balance				\$ 245,587.66
	335857DP0				
10-GP	Oregon Community CU	\$ 1,163.88	\$ 1,088.79	\$ 1,163.88	\$ 3,416.55
5.45%	Maturity 6/20/24				
	Ending Balance				\$ 248,412.99
	68584JAC3				
10-GP	Flagstar Bank			\$ 898.78	\$ 898.78
5.15%	Maturity 6/6/25				
	Ending Balance				\$ 245,898.78
	33847GEK4				
10-GP	BLUPEACK CU	\$ 1,169.00	\$ 1,093.58	\$ 1,169.00	\$ 3,431.58
5.55%	Maturity 8/15/24				
	Ending Balance				\$ 248,641.06
	09644EAF9				
10-GP	Glen Falls Ntnl Bank			\$ 889.38	\$ 889.38
5.30%	Maturity 6/7/24				
	Ending Balance				\$ 245,889.38
	378802AN2				
10-GP	Guaranty Bank			\$ 698.08	\$ 698.08
5.20%	Maturity 3/12/26				
	Ending Balance				\$ 245,698.08
	40102PAH0				
Total C.D. Interest Earned:					\$56,764.32
Total C.D. Investments:					\$ 5,711,511.32
U.S. Government Bonds					
10-GP	Federal Home Loan Banks	\$ 1,250.00	\$ 1,125.00	\$ -	\$ 2,375.00
1.50%	Maturity 2/28/24				
	Ending Balance				\$ -
	3130AQW82				
10-GP	Federal Home Loan Banks	\$ -	2361.11	4166.67	\$ 6,527.78
5.00%	Maturity 28/14/25				
	Ending Balance				\$ 1,006,527.78
	3130AYYS9				
Total MBS Investment Interest Earnings					\$59,139.32
TOTAL MBS INVESTMENTS					\$ 6,718,039.10

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

20.

Meeting Date: 05/14/2024

Subject

Acknowledgment of Receipt:

- a. MIS Report Summary
 - b. Texas Commission on Environmental Quality notice of receipt of application and intent to obtain a water quality permit.
 - c. April 2024 Building & Septic Report.
 - d. Burnet County ESD #5 annual audit.
 - e. Marble Falls Area EMS report.
 - f. Amended Personnel Policy change from previous Commissioner Court
 - g. Letter of support for Dr. Madrigal/County Health Authority from Marble Falls ISD Superintendent and Board President
 - h. Letter of support for Dr. Madrigal/County Health Authority from Sandy Doyal, APRN,FNP-C
-

Attachments

MIS Summary
TCEQ
April bldg and septic report
ESD #5 Report
MFAEMS Report
Personnel Policy change
Marble Falls Letter
Sandy Doyal/ Madrigal



5/14 CC
AIR
A-Q

Texas Wildlife Services Program - State Office

Street Address
5730 Northwest Parkway
Suite 700
San Antonio, Texas 78249-3378

Telephone: (210) 472-5451
Fax: (210) 561-3846

Mailing Address
P.O. Box 690170
San Antonio, TX 78269-0170

April 26, 2024

Dear Cooperator:

The enclosed MIS Monthly Summary contains the activities performed by the WS Technician assigned within your county during October 1, 2023 through March 31, 2024.

If you have any questions, please contact the appropriate District Office.

Sincerely,
Mary Ann Rendon
MIS Data Technician

Land Involved In This Summary

Land Type	Uom	Total	Person-day-visits
COUNTY OR CITY LAND	ACRE	8,509	23
FISH AND WILDLIFE SRVC	ACRE	160	10
PRIVATE LAND	ACRE	41,654	290
	Total	50,323	

Agreement/Property Summary

Total Agreements/Properties Worked: 45/45

Total Person-day-visits: 323

Agreement Common Name	Time	Person-day-visits
4s ranch llc	33 : 00	15
bar h bar land and cattle co	15 : 00	3
bar w ranch	3 : 00	2
bible ranch	49 : 00	17
bishop ranch	0 : 45	0
brown ranch	10 : 00	9
burnam ranch	14 : 00	6
burnet	9 : 00	1
cedar ridge	11 : 30	8
city of marble falls	6 : 00	1
clear springs ranch	30 : 30	9
cockrell ranch	7 : 00	4
creek	1 : 00	1
crutchfield place	3 : 30	5
d-cross ranch	25 : 00	10
ebling ranch	44 : 00	22
elliott ranches	7 : 30	6
estes ranch	25 : 00	11
evans ranches	20 : 00	9
fowler ranch	2 : 00	1
green pasture ranch	14 : 00	7
hamilton ranch	9 : 30	9
hardin ranch	9 : 05	8
jinks dam national fish hatchery	13 : 16	10
kingma place	2 : 30	3
knobelsdorf ranch	2 : 45	5
legends golf course	6 : 00	3
morelands	15 : 00	7
owens ranch	4 : 00	3

Agreement Common Name	Time	Person-day-visits
park ranch	3 : 30	4
pettersen place	9 : 30	10
shifflett ranch	28 : 15	21
simmons m. pasture	17 : 00	8
sunnymark ranch	1 : 00	1
t moore ranch	20 : 00	12
taylor home place	17 : 30	13
thompson ranch	37 : 30	14
three creek ranch	20 : 00	7
tnt ranch	3 : 30	3
ussery ranch	5 : 30	4
wagon springs ranch	6 : 30	3
watson place	14 : 00	6
wolf creek ranch	29 : 00	18
woolley kirick ranch	2 : 00	0
zack and dawn`s ranch	3 : 45	4

Employee Summary - Total includes converted Hobbs

	FIELD WORK	AERIAL	OUTREACH	admin LEAVE	ADMIN	TOTAL
	hrs : mins	hobbs	hrs : mins	hrs : mins	hrs : mins	hrs : mins
<u>Dimler, Michael</u>	22 : 30					22 : 30
<u>Fidler, Dennis</u>	4 : 00					4 : 00
<u>Flanigan, Patrick</u>	68 : 30					68 : 30
<u>Mcniel, Trenton</u>	496 : 36		16 : 45			513 : 21
<u>Sandoval, Rafael</u>	3 : 00					3 : 00
Total	594 : 36	0.0	16 : 45	0 : 00	0 : 00	611 : 21

Take Summary

Target Intentional

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
<u>Armadillos, Nine-Banded</u>										
<u>traps, cage</u>	1									
Total	1									
<u>Bobcats</u>										
<u>snare, neck</u>	1									
Total	1									

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
<u>Coyotes</u>										
m-44 cyanide capsule	22									
snare, neck	83									
Total	105									
<u>Dogs, Feral, Free-Ranging And Hybrids</u>										
snare, neck	3									
Total	3									
<u>Foxes, Gray</u>										
m-44 cyanide capsule	3									
snare, neck	5									
Total	8									
<u>Raccoons</u>										
snare, neck	4									
Total	4									
<u>Swine, Feral</u>										
snare, neck	10									
traps, cage	122									
Total	132									
<u>Vultures, Black</u>										
traps, cage	58									
Total	58									
Bottom Line Total	312									

Target Un-Intentional*no take data of this type.***Non-Target Un-Intentional***no take data of this type.***Damage Summary**

Loss Reported

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Commercial Game Animals (Pen-Raised)						
mammals, deer, axis	coyotes	predation	2	0	13 ea	\$21,417
Commercial Game Animals (Pen-Raised) Sub Total			2	0	13 ea	\$21,417
Livestock						
cattle calves (beef)	coyotes	predation	2	0	2 ea	\$1,763
goats, meat (kids)	coyotes	predation	2	1	20 ea	\$1,820
goats, z-(other kids)	coyotes	predation	1	0	10 ea	\$910
sheep (lambs)	coyotes	predation	2	2	10 ea	\$2,009
Livestock Sub Total			7	3	42 ea	\$6,502
Range/Pasture						
pasture	swine, feral	damage threat	1	1	1 in	\$0
Range/Pasture Sub Total			1	1	1 in	\$0
AGRICULTURE Sub Total			10	4	55 ea 1 in	\$27,919
HEALTH AND SAFETY						
Human Health And Safety						
hlth/sfty, human z-(general)	coyotes	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	geese, canada	damage threat	1	1	1 in	\$0
Human Health And Safety Sub Total			2	2	2 in	\$0
HEALTH AND SAFETY Sub Total			2	2	2 in	\$0
PROPERTY						
Animal						
pets (companion/hobby animals)	coyotes	damage threat	1	1	1 in	\$0
Animal Sub Total			1	1	1 in	\$0
Structures						
dikes/dams/impoundments	vultures, black	damage threat	2	2	2 in	\$0
Structures Sub Total			2	2	2 in	\$0
PROPERTY Sub Total			3	3	3 in	\$0
Total			15	9	55 ea 6 in	\$27,919

Loss Verified

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Commercial Game Animals (Pen-Raised)						
mammals, deer, axis	coyotes	predation	2	0	2 ea	\$3,295
mammals, deer, white-tailed ag	coyotes	predation	1	0	1 ea	\$2,000
mammals, z-exotic game (other)	coyotes	predation	1	0	1 ea	\$500
Commercial Game Animals (Pen-Raised) Sub Total			4	0	4 ea	\$12,795
Range/Pasture						

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
pasture	swine, feral	damage	1	0	10 acre	\$13,900
Range/Pasture Sub Total			1	0	10 acre	\$13,900
AGRICULTURE Sub Total			5	0	10 acre 4 ea	\$26,695
PROPERTY						
Landscaping, Turf And Gardens						
turf and/or flowers	swine, feral	damage	1	1	1 in	\$3,000
Landscaping, Turf And Gardens Sub Total			1	1	1 in	\$3,000
Structures						
buildings, residential	vultures, black	damage	1	1	1 ea	\$10,000
dikes/dams/impoundments	vultures, black	damage	1	0	1 ea	\$150,000
Structures Sub Total			2	1	2 ea	\$160,000
PROPERTY Sub Total			3	2	2 ea 1 in	\$163,000
Total			8	2	10 acre 6 ea 1 in	\$189,695

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 9

Total distinct DC (all non TA) Species/Resource conflicts: 43

Samples Summary

no sample data

TA/Outreach by Species Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
Species	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
coyotes	4													4	4	
geese, canada		1												1	1	
swine, feral	1	1												2	2	
vultures, black	2	1												3	3	
Total	7	3	0	0	0	0	0	0	0	0	0	0	0	10	10	0

*0 distinct instructional sessions (which can contain more than one species or no species indicated).

TA/Outreach by Employee Summary

	1=consultation, personal, 2=consultation, written/telephone. 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance. 6=radio/tv public service announcement. 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program. 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
Mcniel,Trenton	7	3												10	10	
Total	7	3	0	0	0	0	0	0	0	0	0	0	0	10	10	0

Chemicals Summary**CHEMICALS: EPA-REGULATED**

Component	Reg. Num.	Use Type	Qty	Uom	WTs
m-44 cyanide capsule	56228-15	fired	63	ea	38

CHEMICALS: EXPLOSIVE*no EXPLOSIVE chemical data.***CHEMICALS: I/E DRUGS***no I/E DRUGS chemical data.***CHEMICALS: NON-REGULATED***no NON-REGULATED PRDCT chemical data.***BIOLOGICS***no BIOLOGICS chemical data.***Equipment Loaned/Distributed/Sold Summary***no data.***Conflict Project Start Button Summary**

Resource	Species	Proj Start Button	WTs (Occurs)
boat docks/marinas	vultures, black	0	16
buildings, residential	vultures, black	1	1

Resource	Species	Proj Start Button	WTs (Occurs)
cattle adult (beef)	coyotes	0	2
cattle calves (beef)	coyotes	0	60
designated natural areas	swine, feral	0	1
dikes/dams/impoundments	vultures, black	2	11
fish, z-(other)	vultures, black	0	1
goats, meat (kids)	coyotes	1	35
goats, meat (kids)	raccoons	0	11
goats, z-(other kids)	coyotes	0	11
goats, z-(other kids)	foxes, gray	0	5
goats, z-(other kids)	raccoons	0	4
golf courses	geese, canada	0	3
grasses/sod	armadillos, nine-banded	0	1
hayfields, mixed species	swine, feral	0	28
hlth/sfty, human z-(general)	coyotes	1	1
hlth/sfty, human z-(general)	foxes, gray	0	49
hlth/sfty, human z-(general)	foxes, red	0	14
hlth/sfty, human z-(general)	geese, canada	1	2
hlth/sfty, human z-(general)	raccoons	0	38
hlth/sfty, human z-(general)	swine, feral	0	1
mammals, deer, axis	coyotes	0	68
mammals, deer, axis	foxes, gray	0	12
mammals, deer, axis	foxes, red	0	10
mammals, deer, axis	raccoons	0	10
mammals, deer, fallow	coyotes	0	4
mammals, deer, white-tailed ag	bobcats	0	14
mammals, deer, white-tailed ag	coyotes	0	23
mammals, z-exotic game (other)	coyotes	0	7
mammals, z-exotic game (other)	dogs, feral, free-ranging and hybrids	0	7
mammals, z-exotic game (other)	foxes, gray	0	2
mammals, z-exotic game (other)	raccoons	0	7
pasture	swine, feral	1	73
pets (companion/hobby animals)	coyotes	1	2
rangeland	swine, feral	0	49
sheep (adult)	coyotes	0	15
sheep (adult)	dogs, feral, free-ranging and hybrids	0	15
sheep (lambs)	caracaras, northern crested	0	1
sheep (lambs)	coyotes	2	2
sheep (lambs)	foxes, red	0	7
sheep (lambs)	raccoons	0	7
sheep (lambs)	vultures, black	0	2
sheep (lambs)	vultures, turkey	0	1
turf and/or flowers	swine, feral	1	7

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

PROPOSED PERMIT NO. WQ0016511001

APPLICATION. South Central Water Company, P.O. Box 570177, Houston, Texas 77257, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016511001 (EPA I.D. No. TX0145831) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 950,000 gallons per day. The domestic wastewater treatment facility will be located approximately 1 mile southwest of the intersection of County Road 322/Old Highway 29 and State Highway 29, near the city of Liberty Hill, in Burnet County, Texas 78642. The discharge route will be from the plant site to an unnamed tributary, thence to South Fork San Gabriel River. TCEQ received this application on March 28, 2024. The permit application will be available for viewing and copying at Bertram Library, 170 South Gabriel Street, Bertram, in Burnet County, Texas prior to the date this notice is published in the newspaper. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.0175,30.700555&level=18>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notice>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/plain-language-summaries-and-public-notice>.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

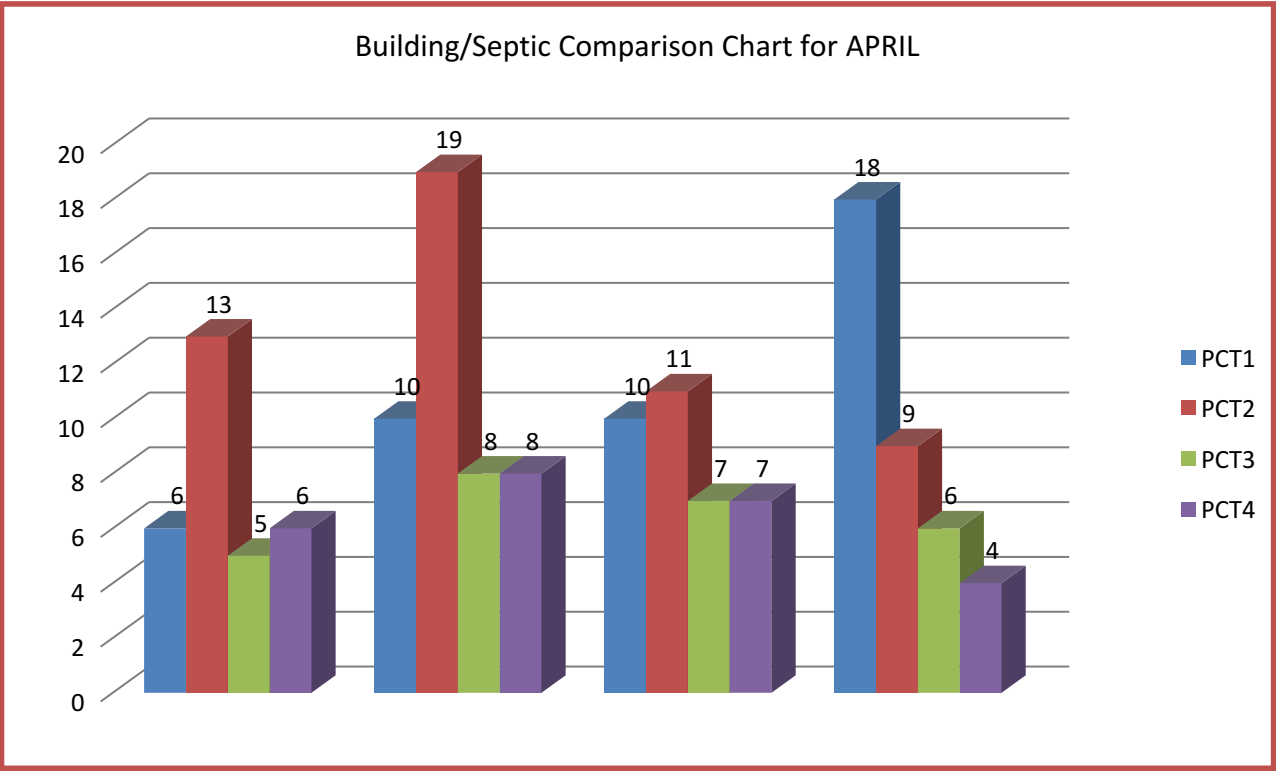
The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

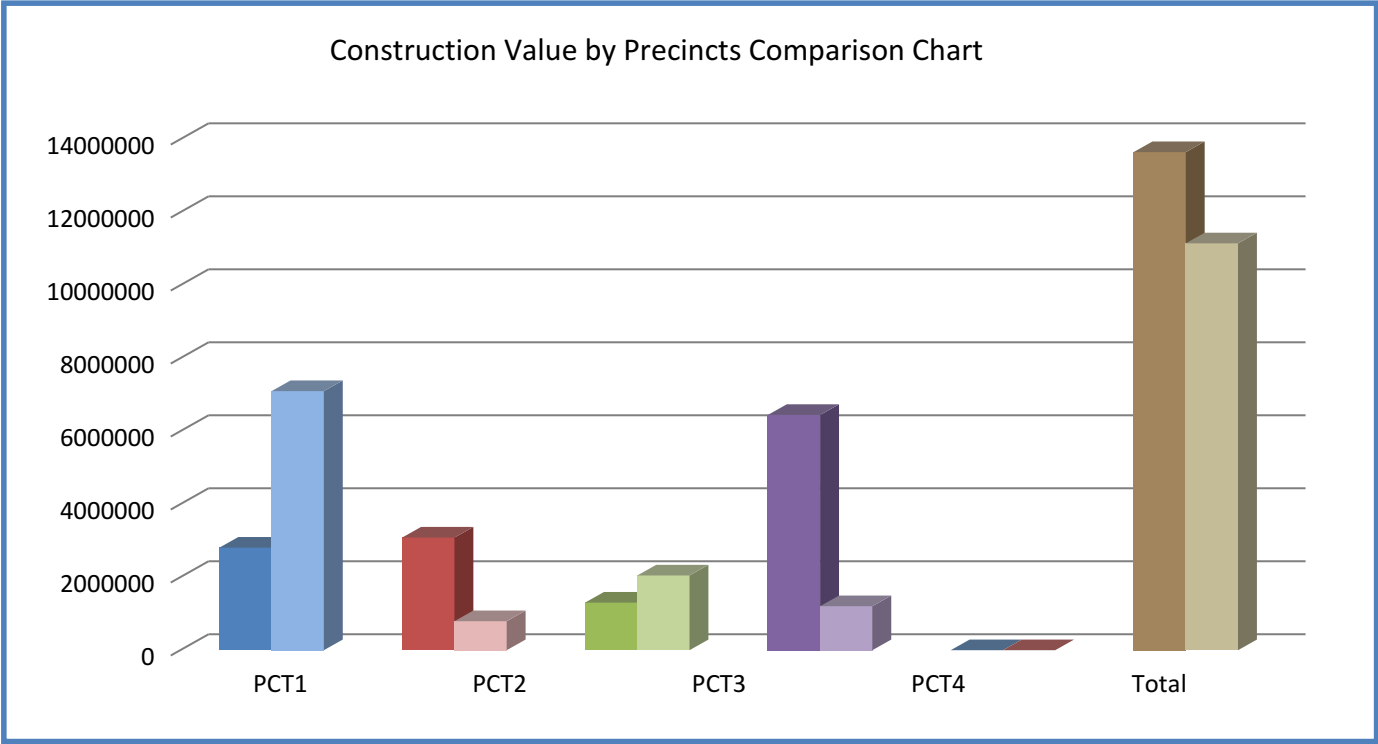
INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105,

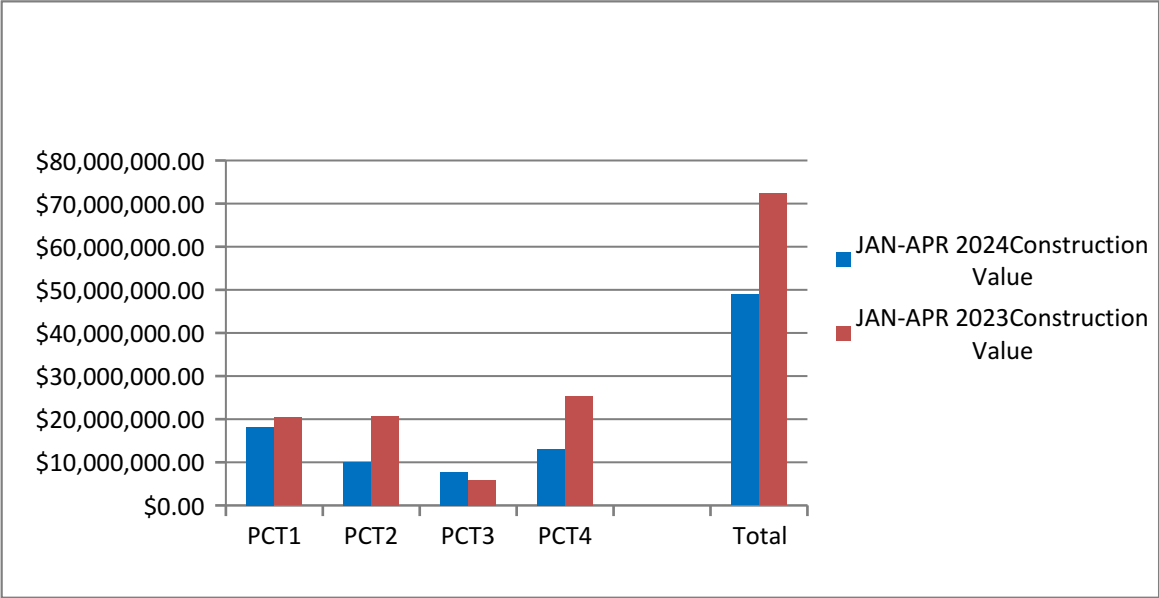
	APRIL 2024		APRIL 2023	
	Septic	Building	Septic	Building
PCT1	6	10	10	18
PCT2	13	19	11	9
PCT3	5	8	7	6
PCT4	6	8	7	4
TOTAL	30	45	35	37



	APRIL 2024		APRIL 2023	
2024	Construction Value		Construction Value	2023
PCT1	\$2,810,000.00		\$7,099,700.00	PCT 1
PCT2	\$3,087,100.00		\$795,000.00	PCT 2
PCT3	\$1,304,110.00		\$2,047,638.00	PCT 3
PCT4	\$6,446,561.00		\$1,206,124.00	PCT 4
Total	\$ 13,647,771.00		\$ 11,148,462.00	



	JAN-APR 2024	JAN-APR 2023
	Construction Value	Construction Value
PCT1	\$18,195,145.00	\$20,387,413.00
PCT2	\$10,006,117.00	\$20,645,440.00
PCT3	\$7,664,335.00	\$5,843,488.00
PCT4	\$13,036,584.00	\$25,472,882.00
Total	\$ 48,902,181.00	\$ 72,349,223.00



**BURNET COUNTY EMERGENCY
SERVICES DISTRICT No. 5**

Financial Statements

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
September 30, 2023

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2023

As management of Burnet County Emergency Services District No.5 (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 \$222,432 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt, of \$587,830 and unrestricted net position of \$546,102 for total net position of \$1,133,932.
- Total revenues from all sources were \$461,213 which represents an increase of \$41,908 over the prior year. This is due to an increase in property and sales tax revenue collections.
- Total costs of all programs were \$238,780 which represents a decrease of \$2,621. This is due to a slight decrease in contract payments.
- As of September 30, 2023, the District's governmental fund reported an ending fund balance of \$546,102, an increase of \$34,448.

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 tax and sales tax revenues.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2023:

Table 1
Net Assets

	Governmental Activities	
	<u>09/30/23</u>	<u>09/30/22</u>
Current assets	\$ 546,102	\$ 511,653
Capital assets, net	<u>587,830</u>	<u>542,278</u>
Total assets	<u>1,133,932</u>	<u>1,053,931</u>
Current liabilities	-	-
Other liabilities	<u>-</u>	<u>142,432</u>
Total liabilities	<u>-</u>	<u>142,432</u>
Net position:		
Invested in capital assets, net of related debt	587,830	399,846
Unrestricted	<u>546,102</u>	<u>511,653</u>
Total net position	<u>\$ 1,133,932</u>	<u>\$ 911,499</u>

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

Table 2
Changes in Net Assets

	Governmental Activities	
	<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	256,531	247,220
Sales taxes	203,603	170,786
Interest income	1,059	1,298
Miscellaneous income	<u>20</u>	<u>-</u>
Total revenues	<u>461,213</u>	<u>419,304</u>
Expenses:		
General government	21,603	20,331
Public safety	<u>217,177</u>	<u>221,070</u>
Total expenses	<u>238,780</u>	<u>241,401</u>
Change in net position	222,433	177,903
Net position - October 1	<u>911,499</u>	<u>733,596</u>
Net position - September 30	<u>\$ 1,133,932</u>	<u>\$ 911,499</u>

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT'S 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 10, and the budgetary comparison schedule is on page 20.

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 13 through 18 of this report.

General Fund Budgetary Highlights

The District Commissioners did amend the budget during the fiscal year ended September 30, 2023 to increase the sales tax revenues and capital payments.

Actual expenditures on a budgetary basis were fifteen percent below the budgeted expenditures due to the decrease in both contract fire disbursement and administrative expenditure. The District's overall actual revenues were eight percent lower than budgeted revenues due to the decrease in sales tax collections.

**BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED
September 30, 2023**

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2023, amounts to \$587,830 (net of accumulated depreciation). This investment in capital assets includes machinery, equipment, vehicles and building & improvement.

	Capital Assets Government Activities (net of depreciation)	
	<u>9/30/2023</u>	<u>9/30/2022</u>
Machinery and equipment	\$ 179,674	\$ 101,765
Vehicles	399,775	440,513
Building and improvement	<u>8,381</u>	<u>-</u>
Total	<u>\$ 587,830</u>	<u>\$ 542,278</u>

During the fiscal year ended September 30, 2023, the District purchased firefighting equipment, an air conditioner unit, rescue boat, and also built concrete stairs for the boat dock. No assets were disposed of during the year.

Additional information on the District's capital assets can be found in Note 4 on page 17 of this report.

Debt Administration

As of September 30, 2023, the District was obligated on the following debt:

	Outstanding Debt at Year End	
	<u>9/30/2023</u>	<u>9/30/2022</u>
	<u>Total</u>	<u>Total</u>
Capital lease obligation	\$ -	\$ 142,432
Total	<u>\$ -</u>	<u>\$ 142,432</u>

During the year, the District paid off the loan and assumed no new loans. The District incurred \$8,168 of interest expense for the year ended September 30, 2023, which has been charged to public safety expenses.

Additional information on the District's non-current liabilities can be found in Note 5 beginning on page 18 of this report.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to remain constant in the next fiscal year. In the next fiscal year, the District will continue to fund the Volunteer Fire Department as needed.

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.5. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No.5, P.O. Box 512, Burnet, TX 78611.

INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No.5

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No.5, 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.5'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.5, 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.5, 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.5'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.5'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.5'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
April 9, 2024

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
STATEMENT OF NET POSITION
As of September 30, 2023

	Primary Government	
	Governmental	
	Activities	Total
Assets		
Deposits and investments	\$ 474,649	\$ 474,649
Sales taxes receivable	30,728	30,728
Prepaid expense	40,725	\$ 40,725
Capital assets, net	587,830	587,830
Total Assets	1,133,932	1,133,932
Liabilities		
Non-current liabilities:		
Due within one year	-	-
Due in more than one year	-	-
Total Liabilities	-	-
Net Position		
Invested in capital assets, net of related debt	587,830	587,830
Unrestricted assets	546,102	546,102
Total Net Position	\$ 1,133,932	\$ 1,133,932

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Change in Net Assets</u>	
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Primary Government Activities</u>	<u>Total</u>
Primary government:						
Governmental activities:						
General government	\$ 21,603	\$ -	\$ -	\$ -	\$ (21,603)	\$ (21,603)
Public safety	<u>217,177</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(217,177)</u>	<u>(217,177)</u>
Total net (expense) revenue for governmental activities and the primary government	<u>\$ 238,780</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(238,780)</u>	<u>(238,780)</u>
General Revenues:						
Taxes						
Property taxes					256,531	256,531
Sales taxes					203,603	203,603
Interest income					1,059	1,059
Miscellaneous income					<u>20</u>	<u>20</u>
Total general revenues					<u>461,213</u>	<u>461,213</u>
Change in net assets					222,433	222,433
Net position, Beginning of Year					<u>911,499</u>	<u>911,499</u>
Net position, End of Year					<u>\$1,133,932</u>	<u>\$ 1,133,932</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2023

	General Fund	Total Governmental Funds
Assets		
Deposits & investments	\$ 474,649	\$ 474,649
Receivables	39,197	39,197
Prepaid Expense	40,725	40,725
Total Assets	<u>554,571</u>	<u>554,571</u>
Deferred Inflows of Resources		
Unavailable property taxes	8,469	8,469
Total Deferred Inflows of Resources	<u>8,469</u>	<u>8,469</u>
Fund Balance		
Unassigned	546,102	546,102
Total Fund Balance	<u>546,102</u>	<u>546,102</u>
Total Liabilities and Fund Balance	<u>\$ 554,571</u>	
Amounts reported for government activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. (See Note 4)		587,830
Long-term liabilities are not due and payable in the current year and therefore are not reported as liabilities in the governmental funds balance sheet. (See Note 5)		<u>-</u>
Net Position of Governmental Activities		<u>\$ 1,133,932</u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
GOVERNMENTAL FUND
For the Year Ended September 30, 2023

	General Fund	Total Governmental Funds
Revenues		
Property taxes	\$ 256,531	\$ 256,531
Sale taxes	203,603	203,603
Interest income	1,059	1,059
Miscellaneous income	20	20
Total Revenues	<u>461,213</u>	<u>461,213</u>
Expenditures		
Capital outlays	111,824	111,824
Contract fire disbursements	142,737	142,737
Debt payments	150,600	150,600
Insurance	1,068	1,068
Office and administration	7,340	7,340
Professional fees	11,278	11,278
Travel and training	1,917	1,917
Total Expenditures	<u>426,764</u>	<u>314,940</u>
Excess (Deficiencies) of Revenues Over (Under)		
Expenditures and Other (Uses)	34,449	34,449
Fund Balance, Beginning of Year	<u>511,653</u>	<u>511,653</u>
Fund Balance, End of Year	<u><u>\$ 546,102</u></u>	<u><u>\$ 546,102</u></u>

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
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	\$ 34,449
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Amount reported for governmental activities in the
Statement of Activities are different because:

Governmental funds report capital outlays as expenditures.

However, in the Statement of Activities the cost of those assets
is allocated over their estimated useful lives as depreciation expense.

This amount is the net effect of these differences in the treatment of capital assets and related items. (See Note 4)	45,552
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The issuance of long-term debt provides current financial resources
to governmental funds, while the repayment of the principal of
long-term debt consumes the current financial resources of governmental
funds. Neither transaction, however, has any effect on net assets.

This amount is the net effect of these differences in the treatment of long-term debt and related items. (see Note 5)	<u>142,432</u>
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Change in Net Position of Governmental Activities	<u><u>\$ 222,433</u></u>
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The accompanying notes are an integral part of the financial statements.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No.5 (the District) was created by an election held on May 9, 2009. 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 funds.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
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 adopted a minimum fund balance policy. The policy requires the unassigned fund balance to be at least approximately six months 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. 5
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 on the statement of net position.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies – Continued

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 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.

Capital Assets

Capital outlays are recorded as expenditures of the General Fund and as assets in the government-wide financial statements of the District. Depreciation is recorded on general fixed assets on a government-wide basis. All fixed assets are valued at historical cost or estimated historical cost if actual cost was not available. Donated fixed assets are valued at their estimated fair market value on the date donated. Depreciation is computed using the straight-line method.

Maintenance, repairs, and minor equipment are charged to operations when incurred. Expenditures that materially change capacities or extend useful lives are capitalized. Upon sale or retirement of land, buildings, and equipment, the cost and related accumulated depreciation, if applicable, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations.

Estimated useful lives for depreciable assets are as follows:

Machinery and equipment	5-7 years
Vehicles and equipment	20 years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 1 – Summary of Significant Accounting Policies – Continued

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

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 \$256,895.

The tax assessment of October 1, 2022, sets the tax levy at \$0.062 per \$100 of assessed valuation.

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 deposits of \$371,535 and certificate of deposits in the amount of \$103,114.

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.

NOTE 4 – Changes in Capital Assets

Changes in general fixed assets during the year ended September 30, 2023, were as follows:

	Balance October 1, 2022	Increase	Decrease	Balance September 30, 2023
Capital Assets				
Machinery and Equipment	\$ 184,949	\$ 100,454	\$ -	285,403
Vehicle	814,753	-	-	814,753
Building and improvement	-	8,900	-	8,900
Total Capital Assets	999,702	109,354	-	1,109,056
Less accumulated depreciation	(457,424)	(63,802)	-	(521,226)
Capital Assets, Net	<u>\$ 542,278</u>	<u>\$ 45,552</u>	<u>\$ -</u>	<u>\$ 587,830</u>

Current year depreciation expense of \$63,802 was charged to public safety expenses.

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 5
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2023

NOTE 5 – Changes in Non-Current Liabilities

The following is a summary of non-current liability transactions during the year ended September 30, 2023:

	Balance October 1, 2022	Additions	Payments	Balance September 30, 2023
Capital lease obligation	\$ 142,432	\$ -	\$ (142,432)	\$ -
Total	<u>\$ 142,432</u>	<u>\$ -</u>	<u>\$ (142,432)</u>	<u>\$ -</u>

NOTE 6 - Commitments

Effective October 1, 2009, the District entered into an agreement with the East Lake Buchanan Volunteer Fire Department (the Department). The Department agreed to provide emergency services to all persons and property within the emergency services district, including response to life-threatening emergencies and rescue calls by making available adequate staff and administrative assistance.

Amounts to be paid to the Volunteer Fire Department shall be disbursed at the discretion of the Commissioners and may include expenses for operations and other expenditures approved by the District for maintaining emergency services within the District. If at any time the Department is dissolved or the agreement is terminated by either party, any assets purchased wholly or in part with funds from the ESD shall be immediately transferred to another Department contracted by the ESD or to the ESD at its sole discretion.

NOTE 7 – Subsequent Events

Subsequent to year end, the District purchased a new brush truck for \$274,467.

The District did not have any other subsequent events through April 9, 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. 5
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2023

	General Fund			Variance with Final
	Budget		Actual Amounts	Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Revenues				
Property taxes	\$ 247,410	\$ 248,410	\$ 256,531	\$ 8,121
Sale taxes	80,000	252,200	203,603	(48,597)
Interest income	-	-	1,059	1,059
Miscellaneous income	-	-	20	20
Total Revenues	327,410	500,610	461,213	(39,397)
Expenditures				
Capital outlays	65,000	115,000	111,824	3,176
Contract fire disbursements	202,750	202,750	142,737	60,013
Debt payments	27,402	150,602	150,600	2
Insurance	1,200	1,200	1,068	132
Office and administration	12,758	12,758	7,340	5,418
Professional fees	16,800	16,800	11,278	5,522
Travel and training	1,500	1,500	1,917	(417)
Total Expenditures	327,410	500,610	426,764	73,846
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	\$ -	\$ -	34,449	\$ 34,449
Fund Balance, Beginning of Year			511,653	
Fund Balance, End of Year			\$ 546,102	



MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE APRIL 29, 2024



Marble Falls Area EMS
Mar-24

Burnet County - Unincorporated		#	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response		29				
Zone 1 (ESD 6) - Priority 2 Response		6	13.66	13.38	13.61	27.51
Zone 1 - Total Calls		35				
Zone 4 (ESD 3) - Priority 1 Response		18				
Zone 4 (ESD 3) - Priority 2 Response		4	11.13	10.57	11.00	26.87
Zone 4 - Total Calls		22				
Zone 1 & 4 - Priority 1 Response		47				
Zone 1 & 4 - Priority 2 Response		10	12.77	12.26	12.67	27.27
Zone 1 & 4 - Total Calls		57				
Hoover Valley - Priority 1 Response		7				
Hoover Valley - Priority 2 Response		1	14.89	15.57	14.97	20.59
Hoover Valley - Total Calls		8				
Bertram - Priority 1 Response		0	-	-	-	-
Bertram - Priority 2 Response		0				
Bertram - Total Calls		0				
Other - Priority 1 Response		0				
Other - Priority 2 Response		0	-	-	-	-
Other - Total Calls		0				
Total - Priority 1 Response		54	13.09	12.56	12.99	26.36
Total - Priority 2 Response		11				
Total - Total Calls		65				
Medic 21,22,23,25 - Marble Falls		39	No Treatment	No Transport		13
Medic 24 - Granite Shoals		23	Treatment	No Transport		0
Medic 26 - ESD 1 - Horseshoe Bay		3	Unfounded			0
Medic 28 - ESD 9 - Spicewood		2	Call Cancelled			14
Command Only		0	Dead On Scene			0
Total Medic Unit Responses		67	Total Calls Not Transported			27
# Of Calls That Required Multiple MFAEMS Unit Response		2	41.54%			
Total Calls Transported		38	58.46%			

Marble Falls Area EMS
Mar-24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	24	60.00%	Patients - Male	29
Seton Highland Lakes	4	10.00%	Patients - Female	24
Llano Midcoast	0	0.00%	Total	53
Saint Davids Hospital	0	0.00%		
Heart Hospital of Austin	0	0.00%	Average Patient Age	64
South Austin Medical Center	0	0.00%		
Round Rock Medical Center	0	0.00%		
Seton Medical Center	0	0.00%		
Seton Medical Williamson	3	7.50%		
Seton Southwest Hospital	0	0.00%		
Dell Seton Medical Center	6	30.00%		
Dell Children's Hospital	0	15.00%		
Dell Children's Medical Center North	1	0.00%		
Baylor Scott & White Lakeway	2	2.50%	Non-Emergent Transport	29
Baylor Scott & White University	0	5.00%	Emergent Transport	11
Cedar Park Regional	0	0.00%	Total Transports	40
Total Patients Transported	40	75.47%	Air Medical Transports	8
No Treatment No Transport	13			
Treatment No Transport	0			
Dead On Scene	0			
Total Patients Not Transported	13	24.53%		
Total Patient Contacts	53	100.00%		

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

Pickup	Zone	DOS	Dispatched	MIF On Location	Priority 1 Response	Priority 2 Response	Extended Response
Stone Mountain Drive	Burnet County Z 1	3/2/2024	7:00	7:34	34.03	-	Extended response due to issues getting through the gate and unmarked addresses
Timber Ridge Road	Burnet County Z 1	3/2/2024	13:23	13:49	25.63	-	Extended response due to Medic 26 taking this call as the closest unit from HSB
13000 Block E FM 1431	Burnet County Z 1	3/5/2024	17:03	17:24	20.65	-	Extended response due to distance
16000 Block E FM 1431	Burnet County Z 1	3/8/2024	3:16	3:36	20.42	-	Extended response due to distance
Promise Lane	Hoover Valley VFD	3/22/2024	18:18	18:38	20.50	-	Extended response due to Medic 21 taking this call as the closest unit from Meadowlakes
7000 Block E FM 1431	Burnet County Z 1	3/29/2024	14:51	15:11	20.23	-	Extended response due to Medic 24 taking this call as the closest unit from GS

Priority 1
< 20 Minutes 54
6

Priority 2
< 35 Minutes 11
0

Marble Falls Area EMS
FY 24

Burnet County - Unincorporated		#	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response		148				
Zone 1 (ESD 6) - Priority 2 Response		38				
Zone 1 (ESD 6) - Total Calls		186	11.99	12.10	12.01	27.94
Zone 4 (ESD 3) - Priority 1 Response		102				
Zone 4 (ESD 3) - Priority 2 Response		33				
Zone 4 (ESD 3) - Total Calls		135	8.73	9.39	8.89	27.11
Zone 1 & 4 - Priority 1 Response		250				
Zone 1 & 4 - Priority 2 Response		71				
Zone 1 & 4 - Total Calls		321	10.69	10.83	10.72	27.60
Hoover Valley - Priority 1 Response		23				
Hoover Valley - Priority 2 Response		10				
Hoover Valley - Total Calls		33	13.28	13.28	13.28	26.92
Bertram - Priority 1 Response		0				
Bertram - Priority 2 Response		0				
Bertram - Total Calls		0	-	-	-	-
Other - Priority 1 Response		2				
Other - Priority 2 Response		0				
Other - Total Calls		2	14.23	-	14.23	9.35
Total - Priority 1 Response		275				
Total - Priority 2 Response		81				
Total - Total Calls		356	10.91	11.15	10.96	27.47
Medic 21,22,23,25 - Marble Falls		195	No Treatment	No Transport		45
Medic 24 - Granite Shoals		149	Treatment	No Transport		17
Medic 26 - ESD 1 - Horseshoe Bay		15	Unfounded			0
Medic 28 - ESD 9 - Spicewood		5	Call Cancelled			54
Command Only		0	Dead On Scene			1
Total Medic Unit Responses		364	Total Calls Not Transported			117
# Of Calls That Required Multiple MFAEMS Unit Response - 8						32.87%
Total Calls Transported		239				67.13%

Marble Falls Area EMS
FY 24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	173	69.48%	Patients - Male Patients - Female Total	165
Seton Highland Lakes	35	14.06%		156
Llano Midcoast	0	0.00%		321
Saint Davids Hospital	0	0.00%	Average Patient Age	62
Heart Hospital of Austin	0	0.00%		
South Austin Medical Center	3	1.20%		
Round Rock Medical Center	0	0.00%	Non-Emergent Transport Emergent Transport Total Transports	212
Seton Medical Center	0	0.00%		37
Seton Medical Williamson	7	2.81%		249
Seton Southwest Hospital	0	0.00%	Air Medical Transports	16
Dell Seton Medical Center	16	6.43%		
Dell Children's Hospital	0	0.00%		
Dell Children's Medical Center North	1	0.40%	Total Patients Transported	249
Baylor Scott & White Lakeway	11	4.42%		
Baylor Scott & White University	0	0.00%		
Cedar Park Regional	3	1.20%	Total Patient Contacts	321
Total Patients Transported	249	77.57%		100.00%

No Treatment No Transport	49
Treatment No Transport	22
Dead On Scene	1
Total Patients Not Transported	72
Total Patient Contacts	321

Marble Falls Area EMS

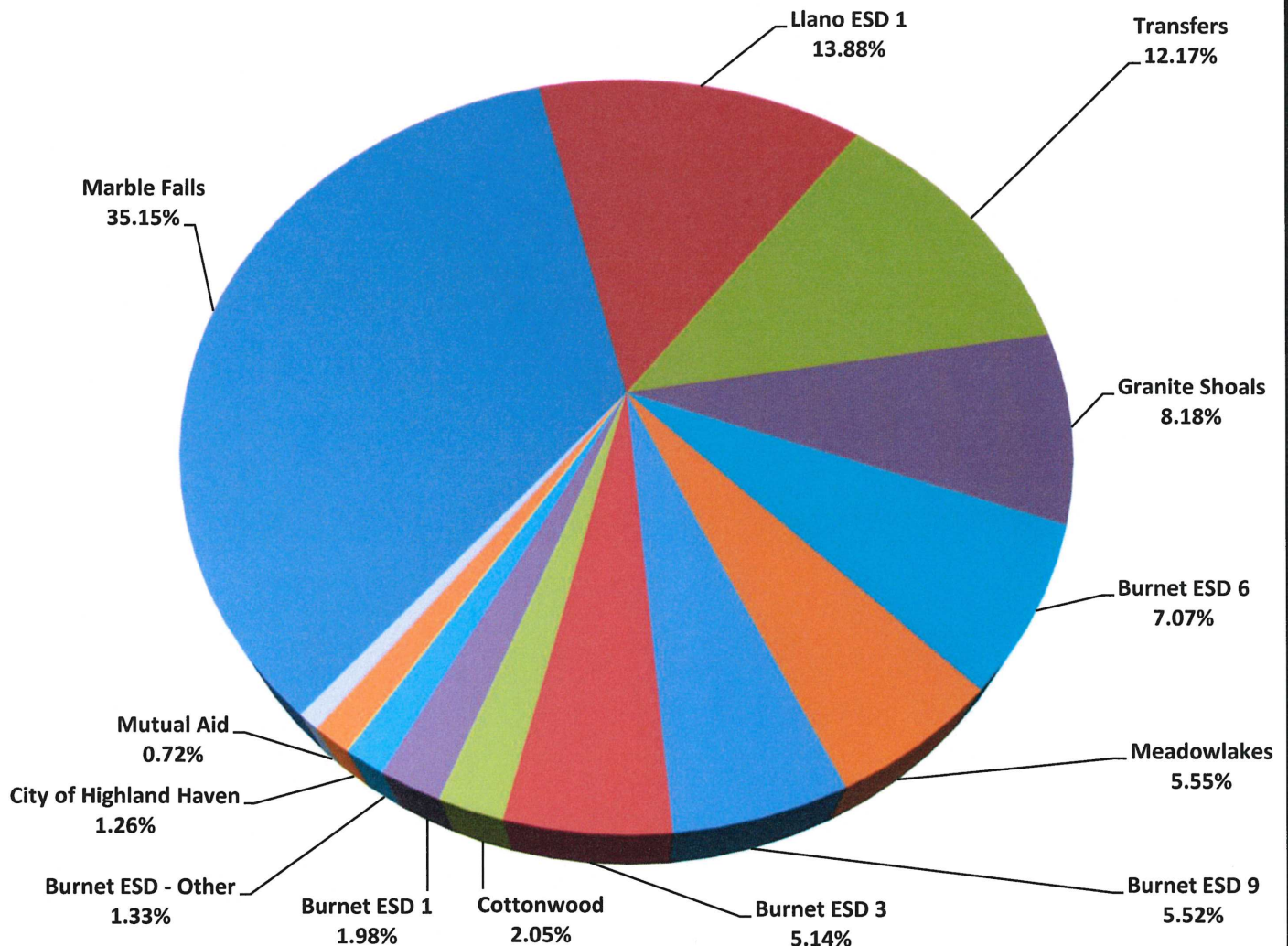
Call Volume Location

FY - 2024

Marble Falls	924	35.15%
Llano ESD 1	365	13.88%
Transfers	320	12.17%
Granite Shoals	215	8.18%
Burnet ESD 6	186	7.07%
Meadowlakes	146	5.55%
Burnet ESD 9	145	5.52%
Burnet ESD 3	135	5.14%
Cottonwood	54	2.05%
Burnet ESD 1	52	1.98%
Burnet ESD - Other	35	1.33%
City of Highland Haven	33	1.26%
Mutual Aid	19	0.72%
Total	2629	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
Mutual Aid Responses
City of Highland Haven
Other Burnet County / ESD's / City of Burnet

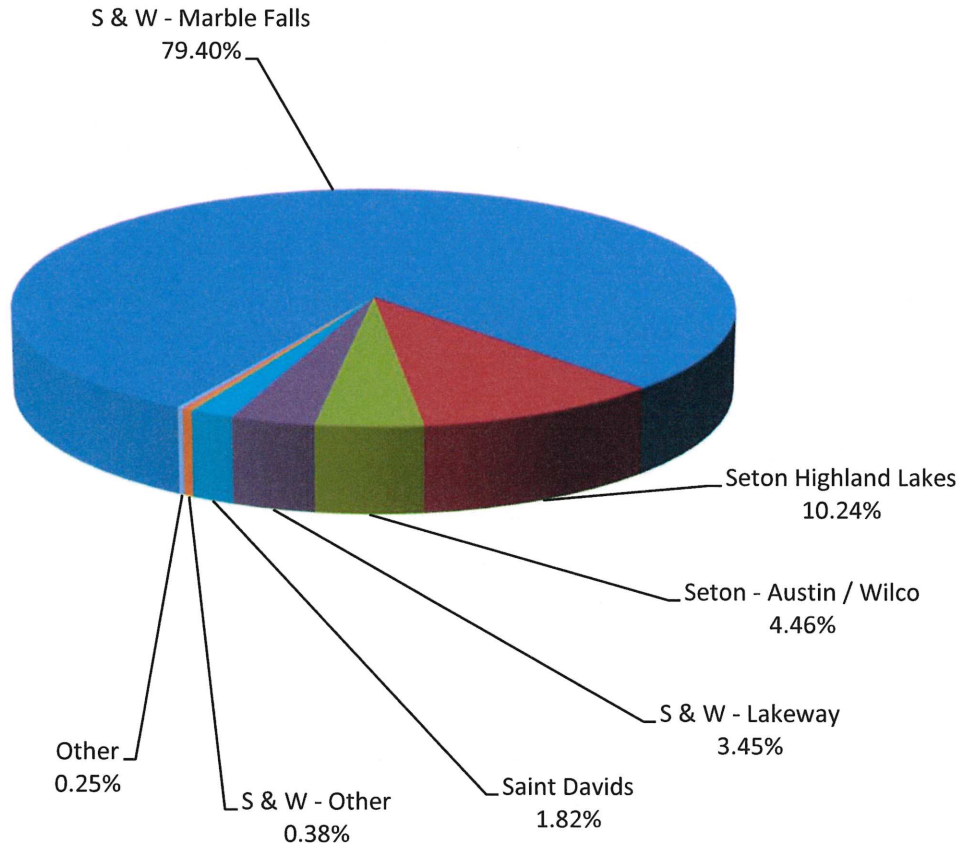
October 2023 - March 2024

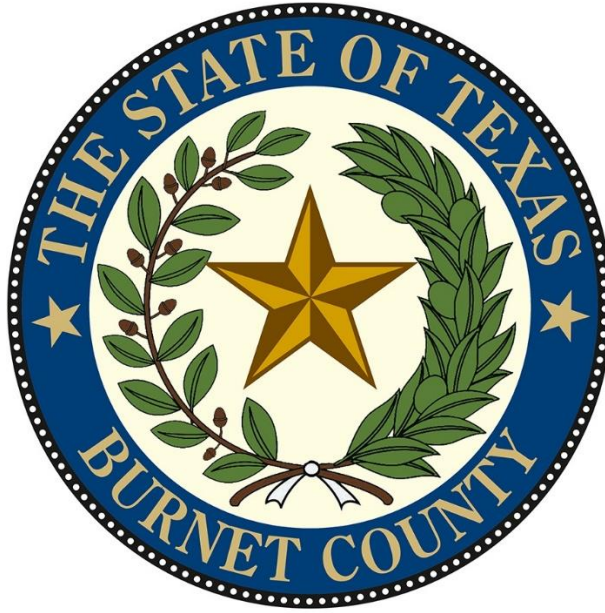


MARBLE FALLS AREA EMS
911 Patient Destinations
FY-2024

S & W - Marble Falls	1264	79.40%
Seton Highland Lakes	163	10.24%
Seton - Austin / Wilco	71	4.46%
S & W - Lakeway	55	3.45%
Saint Davids	29	1.82%
S & W - Other	6	0.38%
Other	4	0.25%
Total	1592	100.00%

October 2023 - March 2024





BURNET COUNTY
PERSONNEL POLICIES & EMPLOYEE HANDBOOK

Last Amended

04/23/2024

NOTICE TO EMPLOYEES

The contents of the Employee Handbook are not a contract of employment or any covenant of such a contract. Specifically, employment at Burnet County is “at-will” employment. Your employment may be terminated by either yourself or the County, at any time, with or without cause, and with or without notice.

This statement of your employment relationship represents the entire agreement between you and the County of the circumstances under which your employment can be terminated. No one in Burnet County has the authority to make any agreement for employment other than employment “at-will”. This handbook is intended only to provide guidance in understanding Burnet County policies, practices, and benefits. Except for the policy of “at-will” employment, Burnet County retains the right to change this handbook, and to modify or cancel any of its employee benefits when the need for change is recognized. The policies contained in this handbook supersede any and all existing or previously issued policies no longer in effect.

EQUAL OPPORTUNITY EMPLOYER

There shall be no discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based upon race, religion, color, disability, national origin, sex, political affiliation, belief, veteran status or other protected factors. Personnel decisions shall be made on the basis of occupational qualifications and job related factors such as skill, knowledge, education, experience, and ability to perform a specific job.

The current Equal Employment Opportunity Plan is available upon request from the Human Resources Office. If a department has more than 50 employees it must adopt a separate Equal Employment Opportunity Plan.

Burnet County
Personnel Policies & Employee Handbook

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1.00 – INTRODUCTION

1.01 AUTHORITY

This handbook is adopted by the Commissioners' Court of Burnet County. Amended, revised, or new policies must be adopted by said court.

1.02 PURPOSE

This handbook sets forth the primary rules governing employment with the County of Burnet. These policies inform employees of the benefits and obligations of employment. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by employees and supervisors to achieve high quality service.

This handbook is not intended to imply any contract or contractual rights. Burnet County Commissioners' Court reserves the exclusive right to modify these policies at any time without prior employee notification.

1.03 APPLICABILITY OF PERSONNEL POLICIES

The policies in this handbook apply equally to all employees paid through Burnet County's payroll system unless specifically exempted by law.

In cases where federal or state law or regulations supersede local policy, such laws or regulations will substitute for these personnel policies only insofar as necessary to comply.

Departments specifically exempted from the Burnet County Personnel Policy due to federal or state law or regulations include:

CSCD: Adult Probation and Intermediate Sanction Facility (ISF):

Section 76.006 and 76.008 of the Texas Government Code establishes the relationship between the County and the CSCD. Section 76.006 requires that the County provide adequate facilities, utilities and equipment for the CSCD. The 33rd and 424th Judicial District CSCD has a policy and procedures manual which outlines and defines operations of the 33rd and 424th Judicial District CSCD.

Intermediate Sanction Facility is a program operated by the CSCD, and is a division of CSCD. The ISF also has a policies and procedures manual which is a subsection of the CSCD manual, incorporating all of the basic CSCD personnel policies, but which contain some procedures specific to the operation of the ISF.

In the event that any policy of Burnet County is not addressed in the aforementioned federal or state law or regulations, then Burnet County Policies and Procedures shall apply.

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33rd and 424th Judicial District Court:

Pursuant to the constitution and laws of the State of Texas, the Administrative Judge of the District Court is responsible for appointing the county auditor, assistant county auditors and court reporters, and setting their compensation after public hearing authorized by section 152.905, and is further authorized by section 74.101 to establish a court coordinator system and appoint a court coordinator for the courts to improve justice and expedite the processing of cases through the courts. Section 74.104 authorizes judges to determine reasonable compensation for the court coordinators and court administrative personnel, subject to approval of the Commissioners' Court. Upon approval by the Commissioners' Court of the positions and compensation, the county shall provide the necessary funding through the county's budget process. Whereas the 33rd and 424th Judicial District encompasses four counties for whom Burnet County administers the payroll of the Burnet County Auditors, District Court reporters and the District Court's administrative staff, it is appropriate that District Court employees follow Burnet County Policies.

1.04 DISSEMINATION OF PERSONNEL POLICIES

Employees receive a copy of the Personnel Policies (or accept responsibility for accessing the policies online) at the time of employment. Employees are required to sign an acknowledgement and receipt statement which is kept in their personnel file.

An official record copy shall be filed with the County Clerk, the Human Resources Office, and posted on the County's website at www.burnetcountytexas.org.

1.05 COMMUNICATION

Employees are encouraged to make constructive suggestions for improvement in these policies or procedures in writing to the Human Resources Director.

2.00 – EMPLOYEE RESPONSIBILITIES

2.01 GENERAL

The County of Burnet is a public tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are expected to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with the public, with other government employees and elected officials, with their supervisors, and with fellow employees.

Remember, we are here to serve all of the people of Burnet County. Our responsibility is to provide fair, efficient service in a courteous manner, respecting the dignity and privacy of every individual. Often your contact with citizens will be the only basis on which our County government is perceived; therefore, you owe it to both the County and yourself to serve the public to the very best of your ability.

Burnet County's diversity initiatives are nondiscriminatory toward all our co-workers and our citizens, embracing the differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make the people of Burnet County unique.

We believe in treating others the way we would like to be treated.

2.02 TIMELINESS

Employees are to be punctual in maintaining work hours, keeping appointments and meeting schedules for completion of work.

An employee who expects to be absent from work must report the expected absence to his/her supervisor as far in advance of the time to be absent as is practical.

2.03 GIFTS

Employees shall not accept gifts from contractors, vendors, customers or other persons who have business dealings with the county.

2.04 CONFLICT OF INTEREST

An employee may not: (1) solicit or accept or agree to accept a financial benefit, other than from the county, that might reasonably tend to influence his/her performance of duties for the county or that he/she knows or should know is offered with intent to influence employee's performance; (2) accept employment or compensation that might reasonably induce him/her to disclose confidential information acquired in the performance of official duties; (3) accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the county; (4) make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the county; or (5) in exchange for having performed duties as a county employee in favor of that person.

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2.05 POLITICAL ACTIVITY

Employees of the County of Burnet are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies.

2.06 WORKING HOURS

Full-time county employees have a standard 40-hour work week. Usual working hours are 8:00 am to 5:00 pm Monday through Friday. Offices will maintain the above schedule to the extent possible. Working schedules vary by departments and are determined by the department head. Those employees who work in shifts will have varying hours of work to be set by the elected official over the department.

2.07 OVERTIME WORK

All employees of the county are subject to be called to work at any time by their supervisor of the Commissioners' Court when such action is required to serve the public properly. Exempt employees, as defined under the Fair Labor Standards Act, are expected to render necessary and reasonable overtime services with no additional compensation. In the case of a declared emergency, exempt employees could qualify for overtime compensation.

2.08 WORK BREAKS

The Fair Labor Standards Act requires a reasonable break for nursing mothers to express breast milk during the first year following the birth of a child. Burnet County will provide a paid break up to 30 minutes for nursing mothers. The nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 30 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom, to express breast milk. The location will be determined on a case by case basis. Burnet County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for 1 year following the birth of their child.

All other breaks are determined by each department head and are not required to be given. If your department provides you with a break, they may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers.

2.09 PROOF OF AUTOMOBILE LIABILITY INSURANCE

Every employee who uses a private vehicle for county business must be able to furnish proof of automobile liability insurance.

2.10 DRUG AND ALCOHOL POLICY: DRUG FREE WORKPLACE REQUIREMENTS
PURPOSE

The purpose of this policy shall be to establish a drug and alcohol-free workplace to help ensure a safe and productive work setting for all employees.

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APPLICABILITY

This policy shall apply to all employees of Burnet County regardless of rank or position and shall include temporary and part-time employees.

The only exception to this policy shall be the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

POLICY

The following shall be a violation of this policy:

- A. The manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance or drug paraphernalia on County property.
- B. Being under the influence of alcohol or illegal drugs while on County property or while on duty for the County. The use or possession of any kind of alcoholic beverage or illegal drugs while on duty is forbidden and will subject the offender to disciplinary action up to and including dismissal at the discretion of the Department Head.
- C. The use of prescription or over-the-counter drugs, while on County property or while on duty for the County, in a manner other than that intended by the manufacturer or prescribed by a physician. An employee shall notify his/her supervisor while taking any prescription medication that has the potential to affect performance of duties.
- D. Employees are not covered under Worker's Compensation if it is established they were under the influence of alcohol or illegal drugs at the time of injury.

DEFINITIONS

- A. A controlled substance shall include any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended.
- B. County property shall include all County owned, rented, or leased real property such as buildings, land parking lots, etc. and property used by employees such as vehicles, lockers, desks, closets, storage areas, etc.
- C. Drugs shall include any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- D. Drug paraphernalia shall include equipment, a product, or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise inducing into the human body an illegal drug or controlled substance.
- E. Illegal drug shall include any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any other than a legitimate medical reason, and inhalants used illegally. Included is marijuana or cannabis in all forms.

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- F. Under the influence shall be defined as a state of having a blood alcohol concentration of 0.02 or more or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

TYPES OF DRUG AND ALCOHOL TESTING

- A. Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor will require the employee to submit to a breath test, urinalysis and/or blood test (see Appendix B). The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):
- Abnormally dilated or constricted pupils
 - Glazed stare – redness of eyes (sclera)
 - Flushed face
 - Change of speech (i.e. faster, slower, slurred)
 - Constant sniffing
 - Increased or unexplained absences
 - Redness under the nose
 - Sudden weight loss
 - Needle marks
 - Change in personality (i.e. paranoia, anger)
 - Increased appetite for sweets
 - Forgetfulness – performance altering – poor concentration
 - Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
 - Constant fatigue
 - Hyperactivity
 - Smell of alcohol
 - Difficulty walking or standing
 - Dulled mental process
 - Slowed reaction rate
- B. Post-Accident Testing: All employees directly involved in an on-the-job accident that results in property damage, lost time or bodily injury will be required to be drug and alcohol tested within 3 hours of the accident. Any accident involving damage to county property at any time shall also require a drug and alcohol test within 3 hours of the accident.

REFUSAL TO BE TESTED

Each employee is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of this policy. Refusal to consent to a drug test when requested may result in immediate termination.

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POLICY VIOLATIONS

Any employee who violates this policy shall be subject to disciplinary measures up to and including termination.

PRESCRIPTION DRUGS

Employees taking prescription medications shall be required to notify his/her supervisor of any possible effects the medication might have regarding their job performance and physical/mental capacity.

Any information concerning prescription medications being used by an employee, and any other medical information of which the supervisor becomes aware, shall be treated as confidential information.

Prescription medications used at work are to be kept in their original container

TREATMENT

Employees having problems with drugs or alcohol are encouraged to seek treatment from qualified professionals.

Information on benefits provided for treatment of alcohol and drug problems through the County's medical insurance program is available in the employee's insurance coverage booklet or from the Human Resources Office.

RESERVATION OF RIGHTS

Although adherence to this policy is considered a condition of continued employment, nothing in this policy shall alter an employee's status and shall not be deemed a contract or promise of employment.

2.11 HARASSMENT POLICY

A. General Harassment

Burnet County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, race, color, religion, national origin, age, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Burnet County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the County does business. All harassment should be reported immediately (see Appendix A).

Employees who feel they have been harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the County Judge or County Attorney. Every reported complaint will be investigated promptly and thoroughly.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

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Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment has occurred, up to and including termination.

B. SEXUAL HARASSMENT

Sexual harassment is strictly prohibited by Burnet County, whether committed by elected official, appointed official, department head, co-worker or non-employee the county does business with. It shall be the policy of Burnet County to provide a work place free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware.

Employees engaging in sexual harassment shall be subject to discipline, up to and including termination of employment. Sexual harassment shall include, but be limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where: (1) the submission to such conduct is either an expressed or implied condition of employment; or (2) the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

All claims of sexual harassment shall be taken seriously and investigated promptly and thoroughly. While all claims of sexual harassment should be handled with discretion, there can be no complete assurance of full confidentiality.

No retaliation or other adverse action shall be taken against an employee who, in good faith, files a claim of sexual harassment or those employees who cooperate in the investigation of a complaint.

Employees who feel they have been sexually harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney.

Every reported complaint will be investigated promptly and thoroughly.

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Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

Use the following procedures so that your complaint may be resolved quickly and fairly.

1. When practical, confront the harasser and ask them to stop the unwanted behavior.
2. Record the time, place and specifics of each incident, including any witnesses.
3. Report continuing sexual harassment to the elected official or appointed official who is responsible for your department or to the County Judge or the County Attorney.
4. If a thorough investigation reveals that unlawful sexual harassment has occurred, Burnet County will take effective remedial action in accordance with the circumstances, up to and including termination.

Reporting or failing to report claims in accordance with the procedures given in this policy shall not limit other legal recourse an employee may have in regard to sexual harassment charges.

2.12 HIV/AIDS WORKPLACE POLICY

A. POLICY

Burnet County treats AIDS and HIV infection as disabilities in accordance with the policy on Equal Employment Opportunity (EEO) and the requirements of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973. Burnet County does not unlawfully discriminate against employees or applicants living with or affected by HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome).

B. PROCEDURES

1. The County will treat HIV infection and AIDS the same as other illnesses in terms of all of our employee policies and benefits, including health and life insurance, disability benefits and leaves of absence.
2. An employee's health condition is private and confidential. An employee with AIDS or HIV infection is under no obligation to disclose his or her condition to an elected official, department head or any other employee of the County.
3. Employees living with or affected by HIV infection and AIDS will be treated in the same manner as employees with other disabling conditions.
4. Burnet County will respond to the changing health status of employees by making reasonable accommodations.
5. Co-workers who harass, refuse to work with, or who otherwise discriminate against an employee with HIV infection or AIDS will be subject to the same disciplinary procedures that apply to other policy violations.

3.00 – EMPLOYEE COMPENSATION AND ADVANCEMENT

3.01 CATEGORIES OF EMPLOYMENT

There are three categories of employment with the County of Burnet:

Full-time: A full-time employee is employed to hold an authorized position that is regularly scheduled 40 hours per week or an authorized position in law enforcement that is regularly scheduled 84 hours in a 14-day work period in accordance with paragraph 207(k) of the Fair Labor Standards Act.

Part-time: A part-time employee is employed to hold an authorized position that is regularly scheduled for fewer than 40 hours per week.

Temporary: A temporary employee is an employee hired to complete a specific project within a specified period of time. Temporary employees may be full-time or part-time.

Depending on the nature of an employee's job duties, he/she may be exempt from the overtime requirements of the Fair Labor Standards Act. Exempt employees include executives, administrative employees, and professionals. The Fair Labor Standards Act regulations are keyed to actual job duties of the employee, and an employee does not qualify merely because of the job title.

3.02 WORKDAY/WORKWEEK

The workday for Burnet County shall begin at 12:01 am each day and end 24 consecutive hours later.

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act, the workweek for the County shall begin at 12:01 am on each Saturday and end seven (7) consecutive work days later (168 hours). The only exception to this is law enforcement employees who fall under the 207(k) exemption.

Burnet County Commissioners' Court adopted the Fair Labor Standards Act Section 207(l) exemption for the Sheriff's Department Field Deputies and Corrections Officers. The Burnet County Sheriff's Department shall contain one work period for Field Deputies and Corrections Officers. The work period shall consist of 84 hours and run from Saturday at 12:01 am, 14 consecutive calendar days. This establishes for Burnet County Sheriff's Department a 14 day – 84 hour work period.

3.03 PAYDAYS

Pay checks are issued on a 26-week pay period per year system. Any deviation from this pay schedule will be at the sole discretion of Commissioners' Court. Pay checks will not be issued other than on the official pay date. Department heads may pick up their department pay checks Thursday afternoon for disbursement on Friday. No pay advance loans will be made to any employee for any reason.

3.04 CLASSIFICATION AND COMPENSATION PLAN

The county maintains a classification and compensation plan by which each class of positions is assigned to a pay group.

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3.05 PERFORMANCE EVALUATIONS

“Employee Performance Evaluations” will be completed annually each year for each employee by their Department Head or Supervisor, as described in the Burnet County Compensation Plan. Burnet County employees are not eligible for a merit increase without a current year performance evaluation overall rating of “3” or better on a long form record, or overall rating of “Good” on a short form record. The original of the evaluation is to be filed in the employee’s Personnel File in the Human Resources office.

3.06 TIMEKEEPING

Time Sheet:

Time sheets are governmental documents and as such require accurate and truthful information and are subject to Texas Penal Code 37.10. Falsifying a time sheet, a governmental record, is a Class “A” Misdemeanor.

Electronic Time Clock:

All Burnet County employees required to use the electronic time clock shall clock in upon arrival and clock out when leaving. If they are to be away from the office on personal business for more than 15 minutes they must clock out.

- A. Leave such as vacation, sick, and other approved leave shall also be recorded in the timekeeping system by the supervisor or department head.
- B. All non-exempt employees shall use the timekeeping system except in areas where internet access is not available.
- C. Non-exempt employees shall use their web access to “clock in” at the beginning and end of their workday and as necessary, within the workday, as to appropriately record their meal breaks or approved leave time.
- D. In the case of clock malfunction or other technical problems, it may be necessary to correct or enter missing data. These changes shall be documented and manually added to the employee’s timecard as necessary by their supervisor to accurately report the employee’s hours. Any clock or web access malfunctions should be promptly reported to the County Human Resources Office.
- E. Burnet County uses a 7 minute rounding rule. Employees who clock in 7 minutes before or 7 minutes after any quarter hour will be paid on the quarter hour.
 - Employees should not clock in nor begin any work activities earlier than 7 minutes before their scheduled start time, unless the employee has supervisor approval for early arrival.
 - An employee should not clock out nor continue any work activities any later than 7 minutes after their scheduled end time, unless the employee has supervisor approval for working late.
- F. All employees are required to view and sign their timesheets to ensure accuracy of their official recorded time. An employee should report discrepancies to their supervisor immediately. All employees are required to approve their timesheet at the end of each week.
- G. Supervisors or department timekeepers shall approve their employee’s time at the end of each week.

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- H. Departmental timekeepers shall ensure that employees and supervisors have accurately completed timesheets. At the end of each pay period, departmental timekeepers will “Sign Off” on all employee timesheets, therefore releasing the recorded data to Payroll for processing.
- I. During payroll processing, leave from available banks (excluding Sick Leave) will be added for any full-time employee (as defined in Sec. 3.01) to complete their normal schedule.

3.07 OVERTIME COMPENSATION

Overtime compensation is due to employees as follows:

7-day work weekafter 40 hours
14-day work period.....after 86 hours

Vacation leave, sick leave, personal leave, emergency leave and designated county holidays will not be counted as actual hours worked toward the calculation of overtime, but will be calculated as straight time.

If a full time employee who is subject to the overtime provisions of the Fair Labor Standards Act is required to work extra hours during a workweek in which he or she has used banked leave, the leave time should be reduced to prevent overtime. Leave time may be counted towards hours worked for overtime purposes in the event of an emergency (safety or security) as determined by the department head.

Flex time or equal time off in the same work period may result in changes to the time record.

Non-exempt employees will be paid at one and one-half times their regular rate of pay for each hour actually worked in a work week or work period above their respective limits as listed above (all overtime must be approved by the department head ahead of time).

3.08 LONGEVITY PAY

General: This policy is effective October 1, 2021, and is intended to supersede and replace all previous longevity, step, or salary pay types that are based solely on length of service. Any employee that as of 10/01/2021 would have been paid more under a previous longevity-based pay structure will continue under the older policy until such time that pay under the new policy exceeds the older policy. At no time will an employee receive benefits under more than one longevity-based policy or any other type of policy based solely on years of service.

Eligibility: Eligible positions and amounts will be determined annually by the Commissioners Court during the normal budget process. This additional pay will not be paid if it is not clearly designated and budgeted for during the budget process.

County funded, full-time active employees are eligible based on their years of service in any eligible position with Burnet County. For the purpose of this policy, any employee working less than 40 hours per week is considered part-time. Eligible part-time employees must have two years of consecutive service and a minimum of 750 hours worked in the previous 12-month period. Employees must be a full-time or part-time active employee as of the date the longevity is paid.

Ineligibility: Temporary employees and employees supplemented by the County are not eligible. Grant funded positions will not be eligible unless allowed by the grant or approved and budgeted by the Commissioners Court.

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Guidelines: This policy and these guidelines are not a contract between the County and any of its employees. Nothing herein shall be considered a part of the County's employment relationship with the employee. No employee shall have the right to rely upon or enforce this policy and these guidelines against the County, it being understood that the County may amend, modify, or terminate this policy and these guidelines at any time. No employee shall have any rights or privileges in this policy or guidelines.

FY23 Eligible Positions and Amount: For the FY23 budget year (October 1, 2022 – September 30, 2023), eligible employees in eligible positions who have greater than two years of continuous service as of October 1, 2022, are eligible for longevity pay. For FY23, the amount of longevity pay is calculated at \$20 for every month of service for full-time employees and \$10 for every month of service for part-time employees in an eligible position as of 10/01/2022 with a maximum amount of \$3600 for full-time employees and \$1800 for part-time employees to be paid out in one lump sum payment prior to December 31, 2022. **Any employee that as of 10/01/2021 would have been paid more under a previous longevity-based pay structure will continue under the older policy until such time that pay under the new policy exceeds the older policy. This longevity pay will be paid in one annual payment.**

3.09 HOLIDAY PAY

- A. Normally Scheduled Full Time Employees: On designated county holidays, each employee is paid their hourly rate of pay for an 8 hour work day. (Employee must have been employed on the workday preceding the holiday to qualify.) Those employees (other than those subject to shift work) who are non-exempt and who are required to work on a designated county holiday will receive compensation at their hourly rate of pay for each hour worked in addition to their holiday pay. An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.
- B. Full Time Shift Employees: On designated county holidays, each employee who works in a department that operates 24/7 will be given 8 hours of Holiday Leave, whether their regular day off falls on the holiday or the employee works the holiday. Holidays do not accrue and unused hours will not be paid at separation.
- C. Part-time employees are not eligible for holiday pay.
- D. Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for Burnet County. Each Department Head is responsible for granting this leave based on the needs of their individual departments. Vacation leave or leave without pay may be used for special leave granted.
- E. If an employee is off work due to FMLA, Worker's Compensation, or other unpaid leave of absence, holiday leave will not be earned.

3.10 PROMOTIONS

Promotions are changes in the duty assignment of any employee from a position in one classification to a position in another classification in a higher pay group. A promotion recognizes advancement to a higher classification requiring higher qualifications and involving greater responsibility. A promoted employee will receive a pay increase within budget commensurate with qualifications and responsibility in accordance with the Burnet County Compensation Plan.

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Any reclassification of positions must have prior approval of Commissioners' Court before effecting any change. All changes must begin at the beginning of a pay period.

Any employee promoted to an exempt position from a non-exempt position will be paid for any unused compensatory time at the time of the promotion. Time equivalent to the total hours paid must elapse prior to filling the vacancy created by the promotion, unless otherwise authorized by Commissioners' Court.

3.11 LATERAL TRANSFERS

Lateral transfers are movements of an employee between positions in the same pay group. An employee transferring to another department will be paid any compensatory time on the books.

3.12 DEMOTIONS

A demotion is a change in duty assignment of an employee from a position in one classification to a position in another classification in a lower pay group. An employee who is demoted may have his/her pay reduced. Demotions may be made for the purpose of voluntary assumption of a less responsible position, as a disciplinary measure, because of unsatisfactory performance in a higher position, or as a result of a reclassification of the employee's position.

3.13 PAY REDUCTION FOR DISCIPLINARY REASONS

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure to a lower rate in the pay group for that position or to a rate in the next lower pay group.

3.14 APPROVING AUTHORITY

The Commissioners' Court is the approving authority for all payrolls under the terms of (1) these policies, (2) the classification and compensation plan or, (3) the annual budget.

3.15 GRANT FUNDED POSITIONS

Any employee whose salary is funded by grant revenues must take any and all accrued leave during the period funded by the grant.

Employees whose salaries are funded by grants are subject to all Personnel Policies and Procedures and Compensation Program. Those employees, whose salaries and benefits are funded 100% by the grant and understood to possibly be a short term employment, will follow the terms of the grant and will not be eligible for salary increases. If the County funds the position in the future, the position will then be reviewed by Human Resources for a recommendation to Commissioners' Court for classification of group and salary, with the understanding that the position could receive a decrease in salary.

3.16 EFFECTIVE DATE OF PAY RATE CHANGES

Employee hourly pay rate changes made other than at the beginning of a fiscal year will become effective no earlier than the first pay period following the date that the Human Resources Department receives the Personnel Action Form authorizing the change. Retroactive pay adjustments are not allowed.

4.00 – BENEFITS

4.01 MEDICAL AND LIFE INSURANCE

After 90 days of non-interrupted employment, the County of Burnet will provide group hospitalization, medical, life, and dental insurance for full-time employees. Premiums for employees are paid by the County. An eligible employee may add dependent coverage for family members at his/her expense. Each employee will be provided with coverage documentation.

4.02 SOCIAL SECURITY & MEDICARE TAX

All county employees participate in Social Security which provides certain retirement and disability income benefits, including Medicare. Participation in this federal program is required by law. Deductions are made from each pay check in accordance with federal guidelines; this deduction is noted as “FICA” on employees’ pay stubs. Burnet County funds an amount equal to the employee’s deduction to the Social Security Administration for the employee’s benefit. Employees are encouraged to go to www.ssa.gov for further information about their Social Security Benefits.

4.03 RETIREMENT

The County of Burnet is a member of the Texas County and District Retirement System. Membership in the retirement system is mandatory for all full-time and part-time employees. Only temporary employees with no prospects for continuation of employment beyond six months or an individual contractor may be excluded from TCDRS. Both the employee and the county contribute to the employee’s retirement account. Employees who terminate prior to retirement will, upon request, be refunded their contributed portion of their retirement account plus the interest earned on their contributed portion. Forms are available online at www.tcdrs.org, or in the Burnet County Human Resources Office.

The employee’s portion of the retirement contribution is tax deferred. You may have your deposits refunded to you or choose a Direct Rollover into an I.R.A. account or some other account approved by the IRS. If you do not choose a Direct Rollover, you will receive only 80% of the payment, because the Plan Administrator (TCDRS) is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.

Any member is eligible for service retirement if the member satisfies any of the following requirements:

- 1) The member has completed at least eight (8) years of creditable service and has attained the age of at least sixty (60); or
- 2) The member has completed at least eight (8) years of creditable service and the member’s attained age and total accumulated credited service equals seventy-five (75) (referred to as the “rule of 75”); or
- 3) The member has accumulated 20 years credited service, whichever comes first.

Burnet County also makes employer contributions to the TCDRS Supplemental Death Benefits Fund. The beneficiary of a deceased employee would receive a lump-sum payment equal to a year’s salary in addition to a return of the deceased’s personal deposits and interest earnings. A retired member’s beneficiary would receive a lump-sum payment equal to \$5000.00.

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For more detailed information contact the Human Resources Department or www.tcdrs.org. Burnet County adheres to the rules and regulations as set forth by TCDRS in regards to employee retirement. These rules and regulation are subject to change.

4.04 WORKERS COMPENSATION

All employees of Burnet County are covered by the County's workers' compensation program while on duty for the County unless they have elected to retain their common law right of action. To retain common law right, a new employee must inform the County Human Resources Office in writing within the first 3 days of employment.

An employee who suffers a job-related illness or injury is eligible to have all medical expenses paid for such injury or illness and if unable to work for more than seven calendar days, shall be eligible to receive partial salary continuation benefits which begin with the eighth day of disability; by law, certified peace officers injured in the line of duty receive full salary continuation. Salary continuation ends at the end of the current term of the current sheriff.

An employee who suffers an on-the-job illness or injury shall notify his supervisor as soon as is reasonable possible; the supervisor will fill out the appropriate reporting forms and forward them within 12 hours of notification by the employee to the Human Resources Office. Failure to report job-related illnesses or injuries in a timely manner may affect an employee's eligibility to receive workers' compensation benefits or may delay benefit payments. The supervisor is required to notify the Human Resources Office when the injured worker returns to work.

Time off work due to a job-related illness or injury will run concurrent with time to which the employee is otherwise entitled under the Family and Medical Leave Act.

No employee is guaranteed that his job will be held open for any period of time unless he is entitled to and files for leave under the Family and Medical Leave Act, in which case he/she will be entitled to up to 12 weeks (480 intermittent work hours) leave, after which time the employee will be terminated if they are still unable to perform the essential functions of the position with or without reasonable accommodation. The employee must provide the paperwork required under our Family Leave policy.

Employees do not accrue vacation or sick leave while on workers' compensation salary benefits. They also are not paid by Burnet County for any holidays falling during their period of absence.

An employee may not perform any outside work or engage in any extra duty employment on the same calendar day(s) that he/she fails to report to work due to illness or injury.

An employee receiving workers' compensation salary benefits shall be required to provide a completed Workers' Compensation Status Report (DWCC-73) from the attending physician before being allowed to return to work. The release shall include whether or not the employee can return to full-time status with or without restrictions.

4.05 UNEMPLOYMENT INSURANCE

Employees of the County may be eligible for unemployment benefits under the Texas Unemployment Compensation Insurance.

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4.06 COBRA

The federal government enacted the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) which allows certain individuals the option of continuing their group health insurance under specified conditions.

Covered employees and their dependents are eligible to continue their coverage for up to 18 months if termination of coverage is due to:

- 1) Loss of coverage due to reduction of work hours
- 2) Voluntary employee termination including retirement
- 3) Employee layoff for economic reasons
- 4) Employee discharged, except for gross misconduct
- 5) Employee has exhausted their FMLA leave

Covered employees and their dependents are eligible to continue their coverage for up to 29 months if the participant is deemed disabled by Social Security within the first 60 days of COBRA continuation of coverage.

COBRA coverage for covered employees and dependents up to 36 months is permitted if termination of coverage is due to:

- 1) Death of the covered employee
- 2) Divorce or legal separation from the covered employee
- 3) Medicare eligible employee (employee becomes eligible for Medicare, leaving dependents without group coverage)
- 4) Children who lose coverage due to certain contractual eligibility limitations

The coverage cannot be continued beyond the following dates:

- 1) The date on which the employer ceases to provide any group health plan to any employee. If a group health policy ceases to be in force with regards to the employee of the employer, it would be your employer's obligation to allow you or your dependents to continue under any replacing group policy or policies.
- 2) The date the full premium is not paid by the participant. (Including a 30 day grace period.)
- 3) When the individual becomes covered under any other group health plan, or is entitled to Medicare benefits.
- 4) In the case of a spouse, when the spouse remarries and becomes covered under another group health plan.

Your election to continue coverage must be done within 60 days of the date of the Continuation of Coverage Election Form, or your termination date, whichever occurs last. Benefits provided shall be identical to coverage provided for active full-time employees and dependents that have insurance under the plan but have not yet terminated their coverage. The cost to continue coverage is paid by the individual. Within 180 days before expiration of your continuation of coverage, you shall have the right to convert to a conversion plan at the time of your termination if it is being offered to other active full time employees under the plan.

Questions regarding your right to continue insurance after your termination date should be addressed to the Burnet County Human Resources Office.

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4.07 DEFERRED COMPENSATION

If you are interested in additional retirement options, you may become a member of Nationwide Retirement Solutions and have an additional amount deducted from your paycheck for this purpose. For more information, contact the Human Resources Department.

4.08 PUBLIC EMPLOYEES CREDIT UNION

All Burnet County employees are eligible to join the Public Employees Credit Union. You can get a membership form from Human Resources Office, or apply online at www.pecutx.org. If you join the credit union, the amounts you request may be deducted from your pay check and sent directly to the credit union.

5.00 – ABSENCES AND LEAVES

5.01 DEFINITIONS

Leave Time Any time off during your normal scheduled work period.

Unauthorized Absence An unauthorized absence is one in which the employee is absent from regular duty without the permission of the department head. Employees are not paid for unauthorized absences, and such absences are cause for disciplinary action, up to and including termination.

All leave taken by county employees must be approved by their department head or supervisor. For payroll purposes, vacation leave, sick leave, personal leave, holiday hours, or any other leave granted by the County will not be counted as work hours in the calculation of overtime. Leave time is permitted up to a maximum of 40 hours per work week, or employee's normal work schedule.

5.02 VACATION LEAVE

Accruing Vacation Leave Upon completion of the initial three month employment period, vacation leave benefits, figured from the date of employment, are credited to the employee. Thereafter, earned vacation leave is accrued and credited to the employee at the end of each month.

Full-time employees (exempt and non-exempt) accrue vacation leave as follows:

- First through ninth year of employment:
80 hours per year (6.67 hours per month)
- Tenth year and beyond:
120 hours per year (10 hours per month)

Part-time and temporary employees do not earn vacation leave.

Use of Vacation Leave Accrued vacation leave may be used upon the completion of the initial three-month employment period. No more than 80 hours of vacation leave may be carried forward from one calendar year to the next for the first through ninth year of employment. No more than 120 hours of vacation leave may be carried forward from one calendar year to the next for the tenth year of employment and beyond. Any accrued vacation leave in excess of these maximums as of December 31st of each year will be forfeited from the employee's leave record, without compensation.

Vacation leave of one hour or more taken by an exempt, non-elected employee must be documented by completing an Exception Note. The Exception Note should be signed by the employee and their department head/Elected Official, and turned in to the Human Resources Office.

5.03 SICK LEAVE

Accruing Sick Leave Upon completion of the initial three month employment period, sick leave benefits, figured from the date of employment, are credited to the employee. Thereafter, earned sick leave is accrued and credited to the employee at the end of each month.

Full-time employees (exempt and non-exempt) accrue sick leave at the rate of 80 hours per year (6.67 hours per month).

Part-time and temporary employees do not earn sick leave.

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Use of Sick Leave Accrued sick leave may be used upon the completion of the initial three-month employment period. Accrued sick leave may be utilized by full-time employees who are absent from work due to:

- 1) Personal illness or physical or mental incapacity;
- 2) Medical, dental, or optical exams or treatments;
- 3) Medical quarantine resulting from exposure to a contagious disease; or
- 4) Illness of the following members of an employee's immediate family:
 - a. Children
 - b. Spouse
 - c. Parents.

Medical Statement An employee's supervisor may request, and employees must provide upon request, written verification by a physician of a medical illness or injury precluding availability for duty at any time that sick leave benefits are requested.

Sick leave or one day or more, taken by an exempt employee, must be documented by completing an Exception Note signed by the Department Head/Elected Official and employee. The Exception Note is to be turned in to the Human Resources Office.

Accumulation of Sick Leave Sick leave not used during the year in which it accrues accumulates and is available for use in succeeding years, up to a maximum allowable accumulation of 90 days (720 hours).

Illness While on Vacation When an illness or physical incapacity occurs during the time an employee is on vacation leave, sick leave may be granted to cover the period of illness or incapacity and the charge against vacation leave reduced accordingly. Application for such substitution must be supported by a medical certificate or other acceptable evidence to supervisor. Supervisor will provide proper documentation to Human Resources Office.

5.04 MILITARY LEAVE

Full-time and part-time employees of the County who are members of the state military forces or members of the reserve components of the armed forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating or vacation leave or salary, on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed 15 days in any one fiscal year. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days will be charged to vacation or leave without pay.

5.05 CIVIL LEAVE

Employees will be granted civil leave with pay for jury duty on a scheduled workday. Employee payment for jury services shall be returned to the Burnet County General Fund.

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5.06 LEAVE OF ABSENCE

Leave of absence is an approved absence from duty in a non-pay status. Granting a leave of absence is at the discretion of the department head with the approval of the Commissioners' Court. Such leave of absence shall not be granted unless there is a reasonable expectation that the employee will return to employment with the county at the end of the approved period.

Employees on leave of absence receive no compensation and accrue no benefits. However, previously accrued benefits are retained during leave of absence unless otherwise prohibited by the terms or provisions of the benefit programs. Medical insurance can be continued if paid for in advance by the employee.

A leave of absence is appropriate for the following reasons:

- Recovery from extended illness or temporary disability;
- Educational purposes when successful completion will contribute to the work of the County;
- Public service assignments; or
- Personnel exchange programs which emphasize Intergovernmental relations.

5.07 EXTENDED LEAVE FOR ILLNESS OR TEMPORARY DISABILITY

Following FMLA, employees may request approval to use accrued sick leave and vacation leave for the purpose of paid release time to recover from an extended illness or temporary disability or may request approval for an unpaid leave of absence for these purposes. A request for leave for an extended illness or disability must be filed at least ten working days prior to the first day of leave unless emergency conditions exist. An employee also must provide a statement concerning his/her intentions about returning to work.

Paid Leave Upon written approval of the department head, an employee may use accrued sick leave, vacation leave, personal leave and holiday leave for the purpose of paid absence from duty during an extended illness or temporary disability.

Unpaid Leave of Absence Upon written approval of the department head and approval of Commissioner's Court, an employee may be granted up to six months of unpaid leave of absence for the purpose of recovery from an extended illness or temporary disability. During this time, an employee accrues no additional vacation leave, sick leave, personal leave, or longevity benefits, but retains those already accrued. Medical insurance may be continued if paid in advance by the employee. Other benefits are retained during unpaid leave of absence unless otherwise prohibited by the terms or provisions of the benefit program.

Conditions The department head may require an employee requesting a paid or unpaid leave for extended illness or temporary disability to provide a medical doctor's statement as to the date upon which the employee is no longer able to perform his/her duties and the expected length of the recuperation period. The employee may also be required to provide periodic statements from a medical doctor as to whether or not the employee is able to return to work. Failure to provide medical status reports or to contact the office on the schedule required by the department head is grounds for revoking the leave and for taking disciplinary action, up to and including termination.

5.08 USING LEAVE IN COMBINATION

Unless an employee who is absent on sick leave requests leave without pay upon exhaustion of sick leave, he/she will automatically be placed on vacation leave status until vacation leave is exhausted. Sick leave cannot be used for vacation leave purposes when vacation leave is exhausted.

With the approval of the department head, other types of leave and holidays may be used in any combination if it is determined to be in the best interest of the employee and the county.

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5.09 EMERGENCY LEAVE

Emergency leave with pay shall be granted by the department head for reasons of serious illness, accident, or death in an employee's family.

Emergency leave limitations (per occurrence):

Spouse, Child, Parent.....40 hours

Brother, Sister, Grandparents, Grandchild, Uncle, Aunt, Nephew, Niece, In-Laws.....16 hours

5.10 PERSONAL LEAVE

All full-time, including exempt, employees will be granted 16 hours of personal leave on January 1st of each year. Personal leave may be used as the employee desires, with department head approval.

Employees starting after January 1st of each year will be granted leave on a pro-rated basis.

Employees who have completed 5, 10, 15, 20...(÷5), etc. continuous years of service with Burnet County will receive an additional 8 hours of personal leave on January 1st of the year following the anniversary year.

5.11 HOLIDAYS

Holidays are determined each fiscal year by Commissioners' Court. A schedule of holidays shall be posted in each department and on the Burnet County website.

- A. HOLIDAY WORK – It is not always feasible to grant holidays at the scheduled time to employees assigned shifts of an around-the-clock operation. Any department head who finds it necessary to do so may direct some of all employees of the department to report for work on any holiday. For holiday pay policy, see Section 3.09.
- B. If an official holiday falls within an employee's vacation, the employee will be granted the holiday and not be charged for a day of vacation leave.
- C. Part-time and temporary employees are not eligible for holiday pay.

5.12 BAD WEATHER DAYS

Any full-time employee who, by his/her own choice, who misses work because of bad weather shall show time missed as vacation leave or personal leave.

Part-time employees will not receive any compensation for bad weather days as they are paid hourly for their actual hours worked.

Bad weather/emergency days mandated by the County Administrative Judge will be paid. Hours will not be used to compute overtime.

5.13 SICK LEAVE POOL

GENERAL

An employee may request to use pool leave only once per fiscal year, per catastrophic illness. A catastrophic illness or injury is defined as a terminal, life-threatening, and/or severe condition or combination of conditions affecting the mental or physical health of the employee (or his/her immediate family) that requires the services of a licensed health care practitioner for a prolonged period of time and that forces the employee to exhaust all accrued leave time (sick, vacation, personal, compensatory, holiday), thereby resulting in the loss of all compensation from the County. If the employee does not use his maximum entitlement on the first request, and another catastrophic event occurs, a second

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request can be submitted. An employee who is on pool leave at the end of the fiscal year and still cannot return to work does not have to reapply to continue using pool leave in the next fiscal year. However, he/she must ensure that a Certification of Health Care Provider be furnished each thirty (30) days. The employee may still only receive the maximum entitlement per illness.

Examples of Catastrophic Illness/Injury

- | | |
|--|-------------------------|
| ▪ Back conditions requiring extensive therapy or surgery | ▪ Kidney Disease |
| ▪ Heart conditions | ▪ Most types of cancers |
| ▪ Severe respiratory conditions | ▪ Pneumonia |
| ▪ Severe nervous disorders | ▪ Severe stroke |
| ▪ Injuries caused by serious accidents | |

Examples of Illness/Injury Not Normally Considered Catastrophic

- | | |
|-------------------------|--|
| ▪ Migraines/Headaches | ▪ Childbirth/Normal Recovery |
| ▪ Common Cold/Allergies | ▪ Miscarriage (without complications) |
| ▪ Flu | ▪ Elective Surgeries |
| ▪ Earaches | ▪ Routine dental or orthodontic issues |
| ▪ Upset Stomach | ▪ Absence due to substance abuse |
| ▪ Minor Ulcers | ▪ Stress |

All regular, full-time employees may apply to use sick leave from the sick leave pool subject to provisions. (The only exception is any employee being paid Worker's Compensation.)

An employee does not have to contribute to the pool in order to use from the pool, and no payback of pool sick leave is required.

Requests will be processed on a first-come, first-served basis. The Pool Committee will have five (5) workdays from the date they receive a request and a completed Certification of Health Care Provider in which to approve or deny the request. The decision of the Pool Committee will be the final decision. The supervisor of an employee requesting to use pool leave will ensure that an appropriate Certification of Health Care Provider regarding the illness or injury accompanies the request.

CONTRIBUTING SICK LEAVE TO THE POOL

An active employee may contribute up to 40 hours of sick leave to the pool each fiscal year in increments of 8 hours.

An employee who is separating from employment may donate not more than 80 hours of sick leave to the pool, in increments of 8 hours.

Employees will not be allowed to contribute sick leave to be used only by a particular person.

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REQUESTING TO USE SICK LEAVE FROM THE POOL

An employee must have completed one year of continuous service with the County before he/she is eligible to use leave from the pool.

Employees must exhaust all paid leave before they are eligible to use any leave from the pool.

An employee who has exhausted all paid leaves to which he/she is entitled may apply to use sick leave hours from the pool. Requests must be submitted in writing on a Sick Leave Pool Request Form (available from the Human Resources Office).

An employee may use pool sick leave for his/her own catastrophic illness or injury or for one in his/her immediate family. Immediate family is defined as child, spouse, or parent.

An employee must furnish a completed Certification of Health Care Provider (forms available from the Human Resources Office), prior to approval of the Sick Leave Pool Request. Sick Leave Pool hours will be granted in increments not to exceed thirty (30) work days. Recipients eligible for Sick Leave Pool hours in excess of thirty (30) work days will be required to furnish a completed Certification of Health Care Provider again, each thirty (30) day period, until the balance of hours granted is used entirely or the employee returns to work at the end of the illness.

The amount of hours available from the pool is determined by the number of years of continuous service with the County. The following will be used to determine the number of hours available:

- | | |
|----------------------|--|
| ▪ 1 year - 5 years | 1/9 balance of pool/or 30 work days, whichever is less |
| ▪ 5 years - 10 years | 1/6 balance of pool/or 60 work days, whichever is less |
| ▪ 10+ years | 1/3 balance of pool/or 90 work days, whichever is less |

In no event can the amount of sick leave used from the pool exceed 1/3 of the balance of hours in the pool or 90 work days, whichever is less.

An employee may also apply to receive sick leave from the pool if he/she gave sick leave to the pool and then exhausted his sick leave balance in the same fiscal year. Such employees may receive only the number of hours they contributed to the pool unless their illness or injury is catastrophic (life-threatening).

An employee on pool leave does not accrue paid leave.

Any unused balance of pool leave hours granted to an employee returns to the pool at the end of the illness. The estate of a deceased employee is not entitled to payment for unused pool sick leave.

**5.14 FAMILY AND MEDICAL LEAVE AND MILITARY FAMILY LEAVE
POLICY**

It shall be the policy of the County to provide eligible employees with all benefits and privileges required under the Federal Family and Medical Leave Act (FMLA) and Military Family Entitlements.

ELIGIBILITY

To be eligible for benefits under this policy, an employee must:

- A. Have worked for Burnet County at least twelve (12) months (need not be continuous service), and,
- B. Have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

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QUALIFYING EVENTS

Family or medical leave under this policy may be taken for the following situations:

- A. The birth of a child and in order to care for that child; or
- B. The placement of a child in the employee's home for adoption or foster care; or
- C. To care for a spouse, child, or parent with a serious health condition; or
- D. The serious health condition of the employee that makes the employee unable to perform the essential functions of their job; or
- E. A qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member (National Guard or Reserves) on active duty or has been notified of an impending call or order to active duty in support of a contingency operation; or
- F. To care for a covered service member (Regular Armed Forces, National Guard or Reserves) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member.

SERIOUS HEALTH CONDITION

- A. Serious health condition of the employee shall be defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.
- B. Serious health condition of a spouse, child, or parent shall be defined as a condition which requires overnight inpatient care at a hospital, hospice, or residential care facility, or a condition which requires continuing care by a licensed health care provider.

CONTINUING TREATMENT

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- A. Treatment two or more times within thirty (30) days of incapacity, or
- B. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment by a health care provider. This treatment must occur within the first seven (7) days of incapacity.
- C. Any period of incapacity due to pregnancy or prenatal care.
- D. Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- E. Any period of incapacity which is permanent or long term due to a condition that treatment was not effective.
- F. Any period of incapacity or absence to receive multiple treatments by a health care provider.

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QUALIFYING EMERGENCY LEAVE

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child or any age or parent) is on active duty or called to active duty status in support of a contingency operation. The following qualify as exigency leave:

- A. Leave may be taken to address any issue that arises because the covered military member was given seven or less days' notice for active duty deployment in support of a contingency operation. Eligible employees may take up to seven (7) days beginning on the date the covered military member receives the call or order to active duty.
- B. Leave may be taken to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of a covered military member.
- C. Leave may be taken to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to active duty or call to active duty status of a covered military member.
- D. Leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the active duty or call to active duty status of a covered military member.
- E. Leave may be taken to make or update financial or legal arrangements to address the covered members' absence while on active duty or call to active duty status.
- F. Leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for a period of ninety (90) days following the termination of the covered member's active duty status.
- G. Leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for counseling arises from the active duty status or call to active duty status of a covered military member.
- H. Leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation.
- I. Leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's active duty status.
- J. Leave may be taken to address issues that arise from the death of a covered military member while on active duty status.
- K. Leave may be taken to address any other additional events that may arise out of the covered military member's active duty or call to active duty status provided Burnet County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

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LEAVE AMOUNT

- A. Up to twelve (12) weeks leave per twelve (12) month period may be used under this policy.
- B. Burnet County will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy.
- C. All leave taken under this policy during the prior twelve (12) month period shall be subtracted from the employee's twelve (12) week leave eligibility and the balance is the leave the employee is entitled to take at that time.
- D. If a husband and wife both work for Burnet County, the maximum combined leave they shall be allowed to take in any twelve (12) month period for the birth or placement of a child, or care for a parent with a serious health condition is twelve (12) weeks. The combined limit is twenty-six (26) weeks in a single twelve (12) month period if leave is to care for a covered service member with a serious injury or illness.
- E. An eligible employee is entitled to up to twenty-six (26) workweeks of leave to care for a covered service member with a serious injury or illness during a single twelve (12) month period.
 - 1. The single twelve (12) month period begins on the first day the eligible employee takes FMLA to care for a covered service member and ends twelve (12) months after that date.
 - 2. If an eligible employee does not take all of his/her twenty-six (26) workweeks during this twelve (12) month period, the remaining part of the twenty-six (26) workweeks of leave entitlement to care for a covered service member is forfeited.
 - 3. This leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of twenty-six (26) workweeks of leave if the leave is to care for different covered service members or injury, except that no more than twenty-six (26) workweeks may be taken within any single twelve (12) month period.

PAID AND UNPAID

- A. If an employee has accrued leave, the employee shall be required to use the following paid leave as detailed below:
 - 1. Vacation time
 - 2. Holiday time
 - 3. Sick time
 - 4. Personal timeThe remainder of leave shall be unpaid.
- B. An employee who is taking leave because of his/her own serious health conditions or the serious health condition of an eligible family member shall be required to first use all earned compensatory time, then sick leave, vacation leave, and any other paid leave, with the remainder of the twelve (12) week period being unpaid leave.
- C. An employee taking leave for the birth of a child shall be required to use paid sick leave first, then earned compensatory time, vacation leave, holiday leave, and personal leave for the recovery period after the birth of the child and prior to being on unpaid leave.
- D. After the recovery period from giving birth to a child, the employee shall be required to first use all earned compensatory time, then vacation leave and other available paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.
- E. An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use first earned compensatory time, then

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vacation leave, then other available paid leave, except for sick leave, with the remainder of the twelve (12) week period being unpaid leave.

- F. An employee who is taking leave for a qualifying exigency for a covered military member shall be required to use first compensatory time, then vacation leave and other available paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.
- G. An employee taking leave for the care of a covered service member shall be required to first use all earned compensatory time, then sick leave, vacation leave and any other paid leave, with the remainder of the twenty-six (26) week leave period being unpaid leave.
- H. The maximum amount of paid and unpaid leave that may be used under this policy in any twelve (12) month period is twelve (12) weeks, except for qualifying leave to care for a covered military member with a serious injury or illness with the maximum leave being twenty-six (26) weeks in a single twelve (12) month period.

INSURANCE

- A. While on leave under this policy, Burnet County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.
- B. The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally pay, or the coverage will be discontinued.
- C. Payment for coverage under section twenty-one (21) of this policy shall be made through regular payroll deduction while the employee is on leave (paid leave).
- D. While on unpaid leave, the employee shall be required to pay for premiums due to Burnet County under section twenty-one (21) of this policy no later than thirty (30) days after the due date which Burnet County sets or the coverage shall be discontinued.
- E. At the end of the twelve (12) weeks leave, all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member where the eligible employee will be offered COBRA at the end of twenty-six (26) weeks in a single twelve (12) month period.

INTERMITTENT LEAVE AND REDUCED SCHEDULE

- A. Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member, or the care of a covered military member.
- B. A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member, or the care of a covered military member.
- C. All work time missed as a result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's twelve (12) week leave eligibility. If the time missed is for the care of a covered military member with serious injury or illness, the time will be deducted from the employee's twenty-six (26) week leave eligibility in a single twelve (12) month period.

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CERTIFICATION REQUIREMENTS

- A. Burnet County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.
- B. The employee must respond to the request within fifteen (15) days of the request or provide a reasonable explanation for the delay. If an employee does not respond, leave may be denied.
- C. Certification of the serious health condition of the employee shall include:
 - 1. The date the condition began;
 - 2. Its expected duration;
 - 3. The diagnosis of the condition;
 - 4. A brief statement of the treatment; and
 - 5. A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.
- D. Certification of the serious health condition of an eligible family member shall include:
 - 1. The date the condition began;
 - 2. Its expected duration;
 - 3. The diagnosis of the condition;
 - 4. A brief statement of the treatment; and
 - 5. A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- E. Certification for leave taken because of a qualifying exigency shall include:
 - 1. Military member is on active duty or called to active duty service;
 - 2. The dates of the covered military members active duty service;
 - 3. A statement of description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
 - 4. The approximate date on which the qualifying exigency will start and end;
 - 5. If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency;
 - 6. If the qualifying exigency involves meeting with a third party, appropriate contact information such as: name, title, organization, address, telephone number, fax number and email address, and a brief description of the purpose of the meeting.
- F. Certification for leave taken for a serious injury or illness of a covered military member shall include:
 - 1. If the injury or illness was incurred in the line of duty while on active duty;
 - 2. The approximate date on which the illness or injury occurred and the probable duration;
 - 3. A description of the medical facts regarding the covered military members health condition, sufficient to support the need for care;
 - 4. If the covered military member is a current member of the Regular Armed forces, the National Guard or Reserves, and the covered military member's branch, rank, and unit currently assigned to;
 - 5. The relationship of the employee and the covered military service member;
 - 6. In lieu of certification, an ITO (invitational travel orders) or an ITA (invitational travel authorization) issued is sufficient certification for an eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

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- G. If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every six (6) months in connection with an eligible absence.
- H. Burnet County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification, except FMLA to care for a seriously injured or ill covered service member supported by an ITO or ITA.
- I. If there is a conflict between the first and second certifications, Burnet County shall have the right to require a third certification, at the expense of Burnet County, from a health care practitioner agreed upon by both the employee and Burnet County, and this third opinion shall be considered final.

REQUESTING LEAVE

- A. Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.
- B. Where practicable, and employee should give his or her immediate supervisor at least thirty (30) days' notice before beginning leave under this policy.
- C. Where it is not reasonably practicable to give thirty (30) days' notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable.
- D. If an employee fails to provide thirty (30) days' notice for foreseeable leave, the leave request may be denied until at least thirty (30) days from the date Burnet County receives notice.

REINSTATEMENT

- A. Employees returning from leave under this policy, and who have not exceeded the twelve (12) week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the twenty-six (26) maximum in a single twelve (12) month period allowed to care for a seriously ill or injured covered military member shall be returned to the same job or a job equivalent to the job they held prior to going on leave.
- B. Where an employee is placed in another position, it will be one which has the equivalent status, pay, benefits and other employment terms and one which entails substantially equivalent skill, effort, responsibility and authority.
- C. Burnet County shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave; this includes employees who may still have sick or vacation leave still available.

REPAYMENT OF PREMIUMS

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy shall be required to reimburse Burnet County for all medical premiums paid by Burnet County while the employee was on leave without pay.

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OTHER BENEFITS

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays or holiday leave, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

OTHER ISSUES

- A. Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.
- B. Burnet County may send out to an employee who has been out for three (3) or more days a Medical Certification to determine the employee's FMLA eligibility. The employee should have their physician complete and return the certification within fifteen (15) days of receipt to be eligible for FMLA. Failure to return the medical certification may result in denial of FMLA.
- C. Employees will be required to provide a Fitness-for Duty certification prior to returning to work.
- D. Once FMLA is exhausted, employees eligible for insurance will be offered COBRA.

5.15 PAID QUARANTINE LEAVE FOR PEACE OFFICERS AND DETENTION OFFICERS

Pursuant to Texas HB 2073, enacted June 15, 2021, Burnet County shall provide paid quarantine leave for peace officers and detention officers employed by Burnet County and ordered by a supervisor or the health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This includes peace officers and detention officers as defined by this policy, who are employed by, appointed to or elected to their position.

"Detention officer" means an individual appointed or employed by a county as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county jail.

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code. A health authority is a physician appointed under the provisions of Chapter 121 to administer state and local laws relating to public health within the appointing body's jurisdiction. A health authority must be: a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state and a resident of the state. They must take an official oath and file with the department.

For counties that do not establish a local health department or public health district, they may appoint a physician as health authority to administer state and local laws relating to public health in the county's jurisdiction.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the county.

Eligible employees who are on qualifying paid quarantine leave shall receive all employment benefits and compensation, including leave accrual, retirement, and health benefits for the duration of the leave; and, if applicable, shall be reimbursed for reasonable costs related to the quarantine, including lodging, medical, and transportation. Contact the Human Resources Department or Auditor's Office for reimbursement procedure; lodging costs may not exceed the U.S. General Services Administration Standard Lodging Rate. An employee on qualifying paid quarantine leave will not have their leave balances reduced.

Off duty exposures will not be covered under this policy.

6.00 – HEALTH AND SAFETY

6.01 GENERAL SAFETY RULES

- A. Employees shall not turn on, use, repair, or operate any vehicle, crane, electricity, gas, steam, air, acid, caustic or other dangerous material or equipment unless qualified and authorized by a supervisor.
- B. Safety Guards and devices furnished by Burnet County or the department shall be used. Removal or non-use may be authorized only by the supervisor and approved by the department head.
- C. Approved personal protective equipment shall be worn whenever the exposure indicates the need for it, i.e., eye and ear protection equipment and safety belts. Protective footwear shall be worn as recommended by the supervisor.
- D. Only tools, equipment, machines, etc. that are properly maintained and adjusted may be used.
- E. Floors must be kept free of any material or substance that might constitute a tripping or slipping hazard. Employees responsible for any such material or substance spilled shall clean it up immediately.
- F. Horseplay, running, and practical jokes are prohibited on the job.
- G. Immediately report all injuries to your supervisor.
- H. The Human Resources Office shall be notified in all medical or lost time accidents of employees. The Auditor's Office shall be notified of all incidents related to public accidents.
- I. Computer keyboards should be placed at a level to prevent wrist strain causing Carpal Tunnel Syndrome.

6.02 CLOTHING AND SAFE DRESS

- A. Employees will wear clothing appropriate to their work assignments. Clothing will be in reasonably good condition and clean.
- B. Supervisors are responsible for ensuring that employees are informed as to the requirements for wearing apparel that is suitable for the type of work to be performed and the hazards involved.
- C. For those working with machinery or in other hazardous operations, shirts, blouses, trousers, slacks, coveralls, etc. should be well fitted, with no loose or flowing appendages. Sleeves, if full length, should be buttoned at the wrist. The practice of working without a shirt is prohibited.
- D. Employees with long hair who work around moving machinery must wear adequate hair covering to preclude the possibility of entanglement.
- E. Jewelry such as rings, pendants, necklaces, earrings, watches, etc. shall not be worn whenever they constitute a hazard, i.e. working around moving machines, electrical or electronics equipment, etc.

6.03 LIFTING AND MANUAL MATERIAL SAFETY HANDLING

Lifting and material handling type injuries make up a major portion of risk for employee injury. We also recognize that in order to reduce the risk of this type of injury, we must find alternatives to manual lifting and manual material handling. Employees are to follow these procedures when handling materials:

- A. Try to eliminate the need for lifting or reducing the risk of lifting injuries through:
 - 1. Organizing storage of materials.
 - 2. Limiting bulk and weight of materials to be lifted. Keep package sizes manageable. (Remember that bulky and awkward objects cause most material handling injuries.)
 - 3. Keeping aisles clear when carrying materials to prevent trips, stumbling, etc.
 - 4. Making sure you are aware of the weight of the objects. Underestimating or overestimating the weight of an object can lead to injury.
 - 5. Wiping off wet, greasy, or slippery objects before handling them.
- B. Rather than lifting manually, use the mechanical lifting devices whenever possible and team lifting when necessary.
- C. All manual lifting cannot be eliminated. Lift as a last resort, if mechanical aids are not available and the lift is necessary. When lifting alone, follow either of the appropriate lifting procedures below:
 - 1. Two hand squat lift involves six (6) steps:
 - a. Keep feet parted – one alongside and one behind the object.
 - b. Keep back straight, nearly vertical.
 - c. Tuck elbows and arms in and hold close to the body.
 - d. Grasp the object with your whole hand, not just the fingers.
 - e. Tuck your chin in.
 - f. Keep body weight directly over feet.
 - 2. Assisted one-hand lift should be used when it is impossible to bend the knees and squat. Reaching over into a container to lift something would be a good example of this:
 - a. Place the non-lift hand on the container top; bend over the container.
 - b. While bending over, kick the foot on the same side as the non-lifting hand rearward to provide forward body balance (optional).
 - c. Reach and grasp object to be lifted.
 - d. Push down with the non-lifting hand on the container top raising the upper body to a vertical position. Be sure to let the non-lifting arm do the work, not the back.
 - e. Remember, this technique is not always practical. This type of lift should be limited to a load weight of 15-20 lbs.
 - 3. Twisting the body should always be avoided. Turn your body as a whole unit to reduce the risk of an injury while lifting and carrying loads.
 - 4. It is impractical to establish a definite limit on how much weight can be lifted, however, based on an infrequent lift; the following can be used as a guideline. This is based on a normal lift (with no twisting) of a standard size box (20"x15"x10"). Allowance should be made if the object is bulkier than this by decreasing the allowable weight.
 - 5. Employees who will be lifting objects on the job should keep themselves in good physical condition. If you are going to be lifting objects that are heavy, or lifting for a prolonged period, take time to do some stretching and warm up exercise prior to starting the job. Studies have shown that this can have a dramatic effect on reducing injuries of this type.

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6.04 EMERGENCY RESPONSE

In the event an accident occurs, each employee shall take the necessary Emergency Response as outlined here: Look for medic alert bracelet or necklace. It is recommended that all employees with medical conditions wear a medic alert bracelet or necklace.

6.05 PERSONNEL INJURIES

It is strongly suggested that every employee take CPR training as soon as possible after being hired.

If an employee is injured, other employees in the immediate area are encouraged and authorized to the extent of his/her training and qualifications, to assist the injured employee. The most qualified employee on site should make the initial assessment of the severity of the injury and, if the injury is found to be minor (non-life-threatening) and if the injured employee is conscious and consents, is authorized to take the following action:

- A. Provide first aid to the injured employee.
- B. Transport the injured employee to the nearest physician or medical facility; or
- C. Contact Emergency Medical Services (EMS) or ambulance service.

For more severe or life-threatening injuries, immediately call 9-1-1.

No employee should attempt, and nothing herein is intended or should be construed to require any employee, to provide any medical aid or assistance, including moving an injured employee or otherwise administer any first aid, if the employee:

- A. Is not qualified or properly trained to administer such aid and/or assistance,
- B. Does not have the consent of an injured employee who is conscious and able to give consent,
- C. Determines that protective equipment (such as disposable gloves or breathing barriers) is not available or adequate to protect the employee from exposure to or contamination, or from contact with the injured employee's blood and other bodily fluids, or with any other hazardous chemical or material,
- D. Determines that by remaining at the scene with the injured employee, the employee puts his/her own safety at risk or his/her own well-being in harm's way, and
- E. For any reason under the circumstances then existing, is unwilling to risk, or to assume the risks, to their own safety and well-being in attempting to administer first aid.

Supervisor or Employee will report all medical injuries to the Human Resources Office as soon as possible on the day the accident occurs.

6.06 FIRE EMERGENCIES

If a fire emergency occurs, it is the responsibility of each employee to follow these basic rules in the order indicated:

- A. Remove injured person from any further danger when safe to do so.
- B. Sound an alert to make any persons in the immediate area aware of the fire emergency.
- C. Evacuate the facilities.
- D. Call the Fire Department at 9-1-1.
- E. Attempt to extinguish the fire using the proper type of equipment or extinguisher.

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6.07 HAZARDOUS MATERIAL INCIDENT

Chemical spills or exposure to chemical accidents can be extremely hazardous. Often the chemicals involved a change from dormant to volatile condition upon exposure to the environment or contact with other materials including air, earth, or water. All employees must evacuate any area where a hazardous material incident occurs and then call 9-1-1.

6.08 DUTIES OF EMPLOYEES

- A. Each employee will be issued a copy of the Safety Policy or assume responsibility for accessing the Safety Policy at www.burnetcountytexas.org.
- B. Each recipient shall sign a statement for the Safety Policy acknowledging receipt or the assumption of responsibility for accessing the Safety Policy online.
- C. Be courteous at all times and under all circumstances.
- D. If an employee observes another employee conducting any operation that is dangerous to themselves or others, immediately call his/her attention to it.
- E. If an employee is involved in an accident causing injury or damage and it is established that it is due to carelessness, negligence or a violation of a safety rule, that employee will be subject to disciplinary action up to and including termination at the discretion of the Department Head.
- F. Serious injury can result from horseplay. Offenders will be subject to disciplinary action up to and including termination at the discretion of the Department Head. Offenders are not covered under Worker's Compensation if injured while engaged in horseplay.
- G. Alcohol and Illegal Drugs
 - 1. The use of any kind of alcohol or illegal drugs while on duty is forbidden and will subject the offender to disciplinary action up to and including termination at the discretion of the Department Head.
 - 2. Employees are not covered under Worker's Compensation if it is established they were under the influence of alcohol or illegal drugs at the time of the injury.
 - 3. An employee shall notify his/her supervisor while taking any prescription medication that has the potential to affect performance of duties.
- H. Reporting Injuries and Vehicle Accidents
 - 1. Any injury suffered by an employee involving a motor vehicle while on the job shall be reported to their supervisor when it occurs. (see section 2.10)
 - 2. Supervisor shall immediately contact the Human Resources Office regarding any injuries to employee and the Auditor's Office regarding any damage to the vehicle.

6.09 MATERIAL STORAGE

- A. Material, wherever stored, should not create a hazard. It shall be limited in height and shall be piled, stacked or racked in a manner designed to prevent it from tipping, falling, collapsing, rolling or spreading. Racks, bins, plans, blocks, and/or sheets shall be used where necessary to make the piles stable.
- B. Heavy and awkward items shall be stored near the bottom of shelves or cabinets.
- C. Do not allow equipment or storage to come within 30 inches of all electrical panels.
- D. Secure storage shelf, cabinets, and other items which may tip over.
- E. Indoor storage shall not obstruct or adversely affect means of exit.
- F. Clearance shall be maintained around lights and heating units to prevent ignition of combustible materials.
- G. Storage shall be in orderly and regular stacks.
- H. No combustible material shall be stored outdoors within 10 feet of a building or structure.

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6.10 LIGHTING

- A. Adequate illumination which is suitable to provide a reasonably safe environment shall be provided.
- B. Where the quality of lighting cannot be obtained by general lighting methods, supplementary lighting shall be provided; all possible precautions should be taken to prevent electrical shock to the user.

6.11 WEATHER

Special precaution shall be taken in weather that is rainy, icy, or excessively hot. Proper clothing must be worn by workers and proper driving techniques must be followed.

6.12 RULES OF SAFETY

Every employee is responsible for notifying maintenance of any safety issues they become aware of.

A. Office Safety

- 1. Pencil sharpeners shall not be installed where they might be striking hazards.
- 2. Electric cords on machines and desk lamps must be kept in good repair. Cords are to be replaced when outer insulation is broken.
- 3. All fans shall be equipped with suitable guards. Fans shall not be placed where they might be struck.
- 4. Thumbtacks and other sharp objects should be kept in containers, not loose in desk drawers.
- 5. Individual upright shelves, lockers, and cabinets will be fastened to floor or walls, if the possibility of overturning exists. Where there are two or more, they will be fastened together.
- 6. Not more than one drawer of a file cabinet may be open at one time. Drawers should not be left open when not in use.
- 7. When it is necessary to store material on top of lockers or file cabinets, due regard must be given to the weight, shape, and stability of the material.
- 8. Have defective chairs repaired or replaced promptly.
- 9. Do not tilt back in straight chairs.
- 10. Extreme care must be exercised when cleaning glass used for desk tops.
- 11. Use knives, razor blades, scissors, or shears with care. Cutting edged instruments will be sheathed when not in use.
- 12. Paper cutters shall be equipped with a safety bar. Blade spring tension will be adjusted so that the blade will not fall of its own weight.
- 13. Desks shall be arranged so that electrical and telephone outlets and leads are not tripping hazards.
- 14. Splintered or jagged edges, or other defects found on office furniture will be promptly repaired or the equipment replaced.
- 15. Spindle (spike) files should not be used.
- 16. Before using office machines, be sure they are properly located and not in danger of falling.
- 17. Never clean or lubricate electrical appliances when they are in operation. When cleaning electrical appliances which are controlled by a switch on the machine, be sure the switch is turned off and the plug removed.
- 18. Protection should be provided against moving parts on power driven office equipment.

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- B. Flexible Electric Cords
 - 1. Flexible cords shall be maintained in good repair and must bear the Underwriters Laboratory (UL) label. Do not use cords that are frayed or damaged.
 - 2. Flexible cords should be limited to temporary use, and never cross traveled pathways, unless suitably protected to avoid damage and the creation of tripping hazards.
 - 3. Under no circumstances shall any flexible cord or electrical cord be spliced, except by qualified personnel.
 - 4. Never tack cords to the walls, etc., and keep cords away from pinch points and hot or wet surfaces. Never string cords across the ceiling, over pipes or near sinks, and never place cords and plugs under physical stress or tension.
- C. Copy Machines
 - All copiers should be located in an area with adequate ventilation.
- D. Road and Bridge
 - Every employee should be constantly watching for hazards along the roadway. If one is noted, prompt action should be taken to remove it or to notify your supervisor.
- E. Equipment and Machinery
 - All equipment and machinery operators will follow operator's manual and safety recommendations.

6.13 FIRE PREVENTION

- A. Oily rags, waste, etc., shall be placed in metal cans with covers and emptied frequently.
- B. Precautions against fire and explosions shall be used where flammables with a low flash point are used or stored. Some commonly hazardous liquids are paint, gasoline, paint thinners and solvents.
- C. Clean up flammable liquid spills immediately.
- D. Approved safety cans should be used in transporting and storing flammable liquids.
- E. Containers of flammable liquids shall be secured in vehicles before transporting.
- F. All buildings, especially shops and garages, shall be properly equipped with fire extinguishers.
- G. All fire extinguishers shall be visually inspected yearly. They shall be serviced every year or after any of the following acts or conditions:
 - 1. When found necessary in an inspection.
 - 2. When the extinguisher is used or emptied.
 - 3. When there is evidence of tampering.
 - 4. When there is physical damage or corrosion.
 - 5. When it has been exposed to any abnormal temperature, corrosive atmosphere or materials or leading, etc.
- H. A record of inspection shall be kept by the maintenance department and a tag attached to each extinguisher.
- I. One individual shall be appointed to perform inspections and see that extinguishers are serviced and maintain records.
- J. The size, type and quantity of extinguishers installed shall conform to local, state and federal safety and health standards.

6.14 REASON FOR RULES

As your employer, Burnet County is concerned for your safety. As an employee, safety is YOUR responsibility.

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6.15 SEAT BELT POLICY

Burnet County recognizes that seat belts are extremely effective in preventing injuries and loss of life. It is estimated that seat belts reduce the risk of dying in a motor vehicle crash by 45 percent in a car and by as much as 60 percent in a truck or SUV.

Burnet County values the lives and safety of our employees and wants to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees of Burnet County must wear seat belts when operating a county owned vehicle, or any vehicle on county premises, or on county business. All passengers who occupy the vehicle at any time and for any purpose, whether business or personal, are required to use seat belts at all times the vehicle is in motion.

The use of seat belts is to be considered a condition of employment with Burnet County. Failure to abide by this stated policy will be considered a breach of that condition of employment and subject the person in violation to disciplinary action, including suspension and possible termination.

6.16 TOBACCO FREE WORKPLACE

Burnet County endeavors to provide a healthy environment. Therefore, any form of tobacco consumed in county buildings and/or county owned vehicles is strictly prohibited. Additionally, no smoking is allowed within twenty-five (25) feet of exterior entrances. Because of the relative novelty of the technology and the possible relationship to tobacco laws and medical drug policies, electronic cigarette legislation and public health investigations are currently pending in many counties. Current regulations vary widely, from regions with no regulations to others banning the devices entirely. In keeping with efforts to provide a healthy environment, Burnet County prohibits the use of electronic cigarettes in county buildings.

7.00 – USE OF COUNTY PROPERTY

7.01 GENERAL POLICY

Burnet County attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all municipal, county, and state regulations.

7.02 USE OF TOOLS, EQUIPMENT, PROPERTY AND VEHICLES

Employees who are assigned tools or equipment or vehicles by their departments are responsible for them and for their proper use and maintenance.

All county property shall be returned upon termination of employment.

No personal use of any county property, money, materials, supplies, tools, equipment or vehicles is permitted. Violations may result in discharge and possible prosecution.

The use of personal property in the course and scope of employment is at the employee's own risk for loss or damage. Reasonable measures will be taken to safeguard your personal belongings; however, Burnet County assumes no liability for personal property brought into the workplace. Any employee who brings personal property into the workplace assumes the full risk for it should it be lost, stolen, or damaged.

7.03 VALID DRIVER'S LICENSE

All elected officials/employees driving a County-owned vehicle must have a valid Texas Driver's License with a classification which allows for operation of the assigned vehicle(s). If during the course of employment an elected official/employee loses his/her driver's license due to suspension or non-renewal, the elected official/employee shall immediately notify his/her department head/elected official. It shall be the elected official/department head's responsibility to ensure that each of their employees possess a valid Texas Driver's License with the proper classification to operate the employee's assigned vehicle(s). Improper use of a County vehicle shall be subject to disciplinary action. If any employee is excluded from the County's liability insurance coverage due to their driving record, they will become ineligible to drive a County vehicle. An occupational driver's license is not considered a valid driver's license under this section.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.

Burnet County may check employee driving records, at the county's discretion, for all employees who drive for Burnet County business reasons. This includes driving a county owned vehicle or their own car for Burnet County business. Employees who drive for the county must furnish the county with their driver's license number.

7.04 ACCIDENT REPORTING

Any employee operating county equipment or vehicles must report all equipment or vehicular accidents and property damage or liability claims to his/her supervisor and the proper law enforcement agency immediately.

Each vehicular accident, no matter how minor, must be reported to the county in order that an accident report can be filed. Reports should be made to the County Auditor's office. Failure to report accidents may lead to disciplinary action up to and including termination.

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Following all accidents, all drivers will be tested in accordance with our Drug and Alcohol Policy. CDL drivers must follow DOT regulations.

7.05 COUNTY TELEPHONES

No personal long distance telephone calls shall be charged to any county telephones. Personal long distance calls shall be charged to credit cards, charges reversed, or charges made to a third number. Personal calls shall be kept to a minimum.

Effective 10/01/2019, Burnet County will not reimburse employees for use of a personal cellular device. Where job needs demand immediate access to an employee, the county may issue a county-owned cellular telephone to an employee for work-related communications. These phones are intended to be used for business purposes and no personal calls are allowed. If personal cellular calls are made which result in a charge to the county, the employee will reimburse the county within 10 days after notification from the Auditor's Office. Burnet County employees to whom cell phones are issued may be required to keep location services enabled. Abuse of county issued cellular phones can result in disciplinary actions, up to and including termination.

7.06 COUNTY VEHICLE USAGES – GENERAL GUIDELINES

All vehicles must be parked at a county facility at the end of each working day unless prior authorization has been granted by their elected official or department head.

Vehicles may be used only for work-related duties and, if authorized, to drive to and from work. Vehicles may be used for no other purpose, except in an emergency, or for trips completely incidental to County employment while driving to and from a County-related job site.

If an elected official/employee uses a County vehicle to commute to and from their primary residence, the fringe benefit use of said vehicle may be included as taxable income of the elected official/employee in accordance with Internal Revenue Commuting Valuation Rules. Marked vehicles used by law enforcement officers used to commute to and from work are considered as qualified non-personal vehicles and the use of such vehicles is not considered taxable income. Unmarked vehicles used by law enforcement officers are also considered as qualified non-personal vehicles and the use of the vehicles by such personnel to commute to and from work is not considered as taxable income. The term "law enforcement officer" means an individual who is employed on either a full-time or part-time basis by a governmental unit that is responsible for the prevention or investigation of crime involving injury to persons or property (including apprehension or detention of persons for such crime), who is authorized by law to carry firearms, execute search warrants, and to make arrests (other than merely a citizen's arrest), and who regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work). Use of either a marked or unmarked vehicle by a person who is not a law enforcement officer would be considered as taxable income.

Only County elected officials/employees, duly commissioned reserve officers authorized by the County Sheriff or Constable, or officers assigned to special operations and/or task force units approved by Commissioners' Court, are authorized to drive a County vehicle. A list of duly commissioned reserve officers authorized by the County Sheriff or Constable to drive a County vehicle shall be maintained by the respective department head/elected official and a copy kept by the Human Resources Office.

A. Personal Use

1. At no time may a County vehicle be used for personal gain, personal business, to drive to a place of secondary or part-time employment not related to County business, or for any other non-County-related use.

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2. Law Enforcement vehicles may be used for special events provided the County is reimbursed at a rate approved annually by Commissioners' Court.
3. County vehicles may not be used as tow vehicles, unless it is for official County business.
- B. Allowed passengers in County vehicles are: a) anyone in the care and custody of a law enforcement official; b) County employees; c) a non-employee on County-related business; and d) any person in need of transport due to an emergency.
- C. In the event of an accident involving a County owned vehicle being used by County elected official/employee for personal reasons, the County elected official/employee will be fully liable for all damage and/or injuries sustained to all parties in the accident.
- D. All drivers of County-owned vehicles, and those using their personal vehicles on County business, shall comply with all applicable State and local laws. It will be the responsibility of the driver to pay any fines imposed for not complying with such laws.
- E. Federal Law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL. Burnet County expressly prohibits anyone operating a County owned vehicle from texting with penalties, up to and including loss of employment.

The Commissioners' Court may grant a vehicle allowance to any elected official/employee deemed appropriate. The vehicle allowance will be paid monthly on the elected official/employee's paycheck as a Taxable Fringe Benefit as designated by IRS Fringe Benefit Guidelines.

7.07 UNIFORM POLICY

If a Burnet County employee receives a county uniform, Burnet County will comply with IFS regulations in determining if the benefit is taxable to the employee.

7.08 USE OF COUNTY CASH FUND

According to LGC Sec. 130.902 (c), a change fund may not be used to make loans or advances or to cash checks or warrants of any kind.

Therefore, no checks will be cashed for any reason from any county change drawer.

7.09 USE OF SIGNATURE STAMP

A signature stamp is used when an elected official or department head authorizes an employee to use the stamp on behalf of the person in authority. An employee who receives permission to use a signature stamp on behalf of a person in authority must account for the proper usage of the instrument. To this end, Burnet County requires the employee to personally sign or initial underneath a stamped signature to identify who placed it there. The employee will become the primary contact in case a document has been erroneously stamped. In case of a mistake, the person who stamped the document will be held accountable. Use the signature stamp on the proper documents and only after the person whose signature is on the stamp and has given permission for its use.

Do not use signature stamps on documents that require a personal review or assessment from the individual whose name is on the stamp. Improper use may result in legal ramification and/or disciplinary steps up to and including termination.

8.00 – DISCIPLINE

8.01 DISCIPLINE

All elected officials are strongly recommended and all department heads, supervisors and anyone responsible for hiring/firing and supervising employees are required to attend an annual HR Seminar provided by the County or by another professional organization.

Each department head shall have the authority to take disciplinary action against an employee when, for whatever reason, the department head feels that such action is necessary to ensure the effective operation of the department or to protect the interest of Burnet County. While all county employees are at-will employees and may be terminated at any time, a department head may choose to take other disciplinary action, depending on the nature and severity of the problem, prior to considering termination of employment. Examples of the disciplinary steps that may be taken include:

1. Oral Warnings; Prepare written account of “oral warning” and file in Personnel file.
2. Written Reprimand
3. Reduction in Pay
4. Suspension with Pay
5. Suspension without Pay; or deduction from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules or violation of safety rules.
6. Demotion
7. Termination

While it would not be possible to list every situation for which disciplinary action would be taken, the following is a brief list of some of those situations for which disciplinary steps would normally be used.

- Insubordination;
- Absence without leave, including failure to notify a supervisor of sick leave and repeated tardiness or early departure;
- Endangering the safety of other persons through negligent or willful acts;
- Intoxication or drug use while on duty;
- Unauthorized use of public funds or property;
- Violation of the requirements of these personnel policies;
- Conviction of a felony;
- Falsification of documents or records;
- Unauthorized use of official information or unauthorized disclosure of confidential information;
- Unauthorized or abusive use of official authority;
- Incompetence or neglect of duty; or
- Disruptive behavior which impairs the performance of others.

9.00 – SEPARATIONS

9.01 RESIGNATION

An employee who intends to resign is encouraged to notify his/her supervisor in writing at least two weeks prior to the last day of work.

9.02 RETIREMENT

The same notice requirements for resignation apply in the case of retirement. Retirement information may be obtained in the Human Resources Office or at www.tcdrs.org.

9.03 REDUCTION IN FORCE

An employee may be separated when his/her position is abolished or when there is either a lack of funds or lack of work.

When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, and (3) qualifications of the employee for remaining positions.

9.04 TERMINATION

Burnet County is an “at will” employer, which means that Burnet County can terminate the employment relationship at any time, with or without prior notice, and for any reason not prohibited by statute.

9.05 DISABILITY

Burnet County adheres to the Americans with Disabilities Amendments Act of 2008, or the ADAAA.

9.06 DEATH

If a county employee dies, his/her estate receives all earned pay and any accrued and payable benefits.

9.07 TERMINATION PAY

Upon separation from county employment, employees will receive their final paycheck on the next regularly scheduled payday after their last day of work or HR receives notification of separation, whichever is later.

Upon separation from county employment, employees will be paid for all unpaid compensatory time on the books.

Upon separation from county employment, employees who have completed one year of continuous service to Burnet County will be paid for accrued and unused vacation leave up to a maximum of 80 hours. In the event of an employee resignation, payment of vacation leave is contingent upon two weeks’ notice and the completions of all scheduled work days in the notice period, unless prior approval is received from the Department Head.

No compensation will be paid upon separation for sick leave, personal leave, or holiday leave still carried on the books.

9.08 EXIT INTERVIEW

All employees terminating from Burnet County are encouraged to complete an Exit Interview with the Human Resources Office.

10.00 – PERSONNEL FILES

10.01 GENERAL

Official personnel files are maintained by the Human Resources Office. The record copy of all personnel information related to an employee shall be filed in the employee's personnel file.

Information in an employee's personnel file must be disclosed upon request unless specific items are accepted from disclosure by law. No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the employee's department head or designated personnel in the Human Resources Office.

Employees are expected to inform the Human Resources Office of any changes in or corrections to information recorded in their individual personnel file, such as home address, telephone number, person to be notified in case of an emergency, or other pertinent information.

10.02 LEAVE RECORDS

Official records of vacation, sick, holiday, personal leave, and compensatory time accrual and usage will be kept for each employee by the Human Resources Office. Leave records will be reconciled and updated after the close of each payroll, with accruals being posted at the end of each month. Leave balances are shown on the official record to reflect any remaining time to which an employee is entitled.

11.00 – TRAVEL EXPENSES

11.01 ELIGIBILITY

Any employee of Burnet County required to travel in the performance of county business shall be reimbursed as provided for in these policies. Such travel shall be at the discretion of the department head. Use of county vehicles is encouraged whenever possible. Once an employee has given notice of resignation, they do not qualify for reimbursements to attend schools, conferences or any other non-required travel.

11.02 TRANSPORTATION COST

An employee using a private motor vehicle for transportation shall be reimbursed at the rate per mile allowable by IRS guidelines for actual mileage traveled using the shortest route to and from his/her destination.

When two or more employees travel in the same vehicle, only one may claim mileage reimbursement. This provision, however, shall not preclude any employee from receiving reimbursement for other eligible expenses incurred.

When an employee or elected official uses another mode of transportation, such as a bus, air or train, reimbursement shall be for the actual cost of the transportation. A ticket receipt must accompany the expense report. Employees and elected officials shall not be reimbursed for use of a rental car except where the cost of other transportation would exceed the cost of a rental car or is not available.

11.03 LODGING COST

Burnet County will pay for accommodations up to the single room rate unless two or more County employees enrolled in the conference are sharing a room.

Burnet County will pay for the prior night of lodging accordingly:

Miles	Training Start Time
60 – 120	at or before 10:30 a.m.
121 – 240	at or before Noon (12:00 p.m.)
241 – 360	at or before 3:00 p.m.
361 – 480	at or before 6:00 p.m.

If an employee travels more than 480 miles, Burnet County will pay for the prior night regardless of the training start time.

11.04 MEALS

Employees or elected officials traveling outside the county may receive a per diem not to exceed \$50.00 per day for meals, providing they are traveling overnight on official business.

Any amount in excess of the IRS per diem rate will be considered a taxable fringe benefit. Breakfast will be paid for if you travel before 6:30 a.m. Lunch will be paid for if you travel before 10:30 a.m. Dinner will be paid for if you travel after 7:00 p.m. Amounts for each meal would be as follows: Breakfast - \$10.00, Lunch - \$15.00, and Evening - \$25.00.

The employee has the option of presenting receipts not to exceed \$50.00.

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Employees that travel without an overnight stay must present receipts for reimbursement to be reimbursed on the employee's next paycheck. Amounts for each meal are as follows: breakfast may be reimbursed at \$10.00, lunch at \$15.00, and dinner at \$25.00. These meals are taxable as wages to the employee because travel must be away from home overnight to be excludable.

Burnet County will not reimburse for the following items:

- a. Alcoholic beverages;
- b. Optional Meals added as part of event registration;
- c. Guests' meals;
- d. Meals supplied by event sponsors (excluding breakfast).

Burnet County credit cards MAY NOT be used for payment of out-of-town conference/training meals.

11.05 INCIDENTAL EXPENSES

Employees or elected officials shall be reimbursed for the actual cost of the following incidental expenses incurred during official travel:

- Meals not to exceed Per Diem
- Standard Parking fees
- Bus fares
- Toll charges
- Gratuities
- Registration Fees
- Hotel/Motel
- Automobile Rental
- Registration
- Transportation Costs
- Airplane Travel
- Taxi Service

Receipts for these expenses shall be attached to the expense report for reimbursement.

Employees or elected officials shall not be reimbursed for expenditures incurred for the sole benefit of the traveler such as valet service, entertainment, movie rentals, etc. Other expenditures not reimbursable include:

- a. Traffic fines for parking or speeding violations
- b. Lost or stolen cash or other personal property
- c. Repairs to personal vehicles used for County travel
- d. Cancellation fees for unreasonable failure to cancel hotel or transportation reservations
- e. Spouse or family member expenditures
- f. Commuting costs between home and the office
- g. Laundry services

11.06 EXPENSE REPORT

All elected officials and employees filing an expense report shall do so within 30 days after the last date of travel. The expense report must be properly filled out, accompanied by the pertinent receipts, and signed by the department head. Reports are to be filed with the Auditor's Office.

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11.07 TRAVEL EXPENSE ADVANCES

In order to receive an advance on travel expenses, a Request for Advance Travel Expenses form covering hotel fees, meals, known parking fees, rental car fees, etc., must be submitted to the County Auditor's Office at least two weeks prior to departure. Upon return to Burnet County, a Travel Expense Report form must be completed and submitted to the County Auditor's Office. Any refund due the county will be paid to the County Treasurer's Office.

11.08 OUT-OF-STATE TRAVEL

All out-of-state (with exception of emergencies) travel must be approved in advance by Commissioners' Court.

11.09 NON-TRAVEL MEALS

This policy provides guidelines to departments concerning when non-travel meals, refreshments and related expenses may be paid for from County funds.

Generally, meals provided to employees are considered taxable wages that must be reported on form W-2, subject to Federal income tax withholding, social security and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC), IRC §61. § 3121, § 3401.

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically-either as advances or reimbursements-for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. IRC § 62(c); Reg §1.62-2©; Reg§1.274-5T.

Adequate accounting per IRS publication 5137 states, "The employee must verify the date, time, place, amount and business purpose of expenses. Receipts are required unless the reimbursement is made using per diem rates (per diem rates are only available for certain expenses). Treas. Reg. 1.62-2(e), IRC Section 274(d) and Revenue Procedure (Rev. Proc.) 2011-47"

Government Code §611.001 Employees may be reimbursed with public funds for meal expenses only to the extent the expenses are reasonable and necessary and serve a public purpose.

The Burnet County Commissioners' Court authorizes reimbursement for non-travel expenditures of food or refreshments as allowed by law for the following:

- Jurors (Code of Criminal Procedure Art. 104.001)
- Prisoners (Code of Criminal Procedure Art. 104.002)
- AgriLife Extension (Agriculture code §43.033)
- Annual County-wide events approved by the Commissioner's Court such as: the HHW event, the annual county-wide employee appreciation banquet and county-wide healthy county events.
- Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. Such as employees performing road work or outdoor maintenance work.

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Reimbursement for all other non-travel meals paid for with county funds must be approved by the Commissioners' Court. County credit cards may not be used for meal expenditures not listed in this policy without prior approval from the Commissions' Court. Approved CC 1/9/23

12.00 – INTERNET, EMAIL

Email and internet are common tools for today's workplace. Faster communication and increased productivity results from this access to greater resources. However, such tools can be misused and cause harm. These policies are designed to avoid such issues and to promote an efficient workplace.

12.01 PROPERTY

Burnet County provides internet access to its employees for the sole purpose of conducting county business. Any and all messages, documents, emails, or work created or received on the county's email system is the property of Burnet County. All such property is subject to review by county officials without employee notice at any time. All such property is subject to disclosure to the Burnet County Attorney and/or the Burnet County Judge if part of an internal investigation.

12.02 PERSONAL USE AND PRIVACY ISSUES

A reasonable but limited amount of personal use of the county provided access and email system is allowed by county employees according to the direction of the Department Head or Elected Official. However, such use must not interfere with employee productivity (inside the department or in any other department), must not negatively affect the efficiency of the county's network, and must adhere to all Technology policies. Should an employee use the county's network resources for personal use, such information shall become the property of Burnet County. **Employees should not expect such information to be private in any manner, including personal communications when using county network resources.**

Any and all communications or documents placed on the county internet/email systems (whether related to county business or otherwise) must be appropriate at all times. No personal beliefs, mottos, religious references, or humorous references are allowed. Email signatures, regardless of origin (county address or otherwise) used on correspondence created or saved onto the county network must not contain such information.

All county email addresses may be monitored. Any communication made on the county email/internet systems, personal in nature or related to county business may be monitored. Monitoring will occur only at the written request of the Department Head or Elected Official of the employee(s) in their department; or, at the written direction of the Burnet County Judge and/or Burnet County Attorney if part of an internal investigation. Elected Officials or Department Heads may only require monitoring of employees under their direct supervision. Any violation of these policies reported to the Technology Department will be directed to the appropriate Department Head or Elected Official for potential investigation. Should the alleged violator be a Department Head or Elected Official, the Technology Director shall notify the Burnet County Judge and/or the Burnet County Attorney.

County email accounts and/or online county business accounts may not be forwarded or tied to any personal email accounts at any time. All user names, passwords, or other login information of any online account used for county business must be documented and provided to the Department Head or Elected Official of that department.

12.03 PUBLIC RECORDS

Email pertaining to county business is subject to the Public Information Act. Information viewed as confidential should not be discussed in an email unless it relates to a legal matter and confidentiality privileges apply. Conducting county business on personal devices may subject the device to the Public Information Act.

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Regarding Public Information Act, the Technology Department may provide the public with forms online to make records requests. Such requests must identify the specific department from which the requestor desires information and be sent to that department. The County Attorney shall be available to assist any Department Head and/or Elected Official in legal advice regarding Public Information requests.

12.04 NETWORK ACCESS AND TECHNICAL SUPPORT

Technical support is provided by the Technology Department which shall include configuration of network access, email setup and installation and support of approved software and hardware. The Technology Department will provide troubleshooting of issues arising from normal business operations on county owned equipment.

Safety of the county network can be compromised due to unauthorized activities possibly bringing the entire network system down. The costs and/or repairs resulting from the misuse of County equipment, including the county network system, will be reported to the County Judge and/or County Attorney for review. The possibility of seeking reimbursement from the offending county department may occur.

Electronic devices may not be added to the County network without prior written approval of the Technology Department. Should a request be denied, the matter may be reviewed by the elected official in charge of the department, the Burnet County Judge.

Use and installation of personal hardware or software for county business (including but not limited to laptops, pad's, cell phone chargers and applications, mp3 players, etc.) on county equipment or county network must be approved by the Technology Coordinator. Approved equipment must be verified to have adequate virus protection and compatible configuration prior to connection on the county network.

12.05 BANDWIDTH USAGE

Bandwidth is limited to a fixed amount supplied to the county by the internet service provider. Following examples reduce bandwidth availability which results in slower network speeds:

- Viewing online videos
- Listening to internet radio
- Downloading music or videos

12.06 NETWORK AND WORKSTATION MONITORING

Bandwidth usage and network activity will be monitored at any time by the Technology Department for troubleshooting purposes and to monitor network efficiencies. Any concerns arising from this action will be addressed with the appropriate Elected Official(s) or Department Head(s). Any Elected Official and/or Department Head may request a review of any computer in their department to insure proper usage. The request must be done in writing before any monitoring occurs.

Upon request, the Technology Director may be able to report on the websites visited on the requested computer, date and time of activity, and attempts to access prohibited sites.

NOTICE: Be advised that many websites will place unauthorized "markers" on a computer even if not directly opened.

12.07 ACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES:

- Conducting county business;
- Research for county business;
- Information gathering for county business;
- Limited work related social media and video use as authorized by Elected Official or Department Head.

In the event a blocked website is needed for county business purposes such as official investigations, training or webinars, such access must be requested in writing by a Department Head and/or Elected Official. Request must provide the name of the employee involved, the IP address of the computer to be used (if known), and the sites to be accessed along with a range of dates for this use.

12.08 UNACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES

- Accessing, sending, or forwarding email that violates county policy or is not county business;
- Engaging in an activity that is fraudulent, illegal, or malicious;
- Accessing, sending, forwarding, receiving or storing anything offensive, obscene, or defamatory or that tends to interfere with the productivity of other employees;
- Sending email that is considered to be harassing to the recipient or to any person who may be discussed within the email;
- Using email or county equipment for personal gain;
- Streaming audio or video websites, including YouTube and internet radio sites for non-work related purposes;
- On-line personal shopping;
- On-line gaming or gambling;
- Instant messaging for other than work related communications.

Violation of acceptable use will be reported to the user's Department Head or Elected Official which may subject the offender to disciplinary action up to and including possible termination. Repeated violations of acceptable use policy by an employee may lead to permanent loss of access which could affect that person's ability to fulfill their job requirement.

12.09 DOWNLOADING INFORMATION/COPYRIGHT

Downloading software without approval from the Technology Department is prohibited. Most software is subject to federal copyright laws in the same manner that written and recorded copyrighted material is protected. Information found on the internet does not give one the right to its use for free, or for unlimited purposes. The exception is information that contains a disclaimer to provide that right.

In general, internet users are allowed one download of copyrighted material for personal use. Any further downloading or use of copyrighted material without the permission of the copyright owner may lead to legal action. Downloading files and/or software from unauthorized sites may lead to spyware or viruses being installed on workstations and infecting the network.

12.10 DOCUMENT RETENTION

Email and electronic documents should be deleted from computers as soon as it is no longer needed or required to be kept. Email messages are simply electronic documents and should be considered no different than any other written county correspondence. It is the content and function of an email message that determines the retention period for the message.

The State of Texas has guidelines for all documentation. Examples:

Administrative Correspondence – 3 years

General Correspondence – 1 year

Transitory Information – After purpose of record has been fulfilled.

For more information regarding State retention policies, visit the TSLAC website.

<http://www.tsl.texas.gov/slrmlgschedules/index.html>

If the information must be stored for an extended period, it should be moved to disk or other external storage system. Contact the IT Director to assist with needed back up plans, futures, and best system of back up.

12.11 PASSWORD

Each user should have a unique logon name and password for any county owned technology device that uses the internet and email. Passwords should be changed periodically. It is vital to keep logon names and passwords confidential to all except to an employee's supervisor(s). ******Please note that the use of passwords does not give any expectation of privacy.***

12.12 VIOLATIONS OF TECHNOLOGY POLICY

Any violation(s) of the Burnet County technology policies will be immediately reported to the violator's Department Head and/or Elected Official. Depending on level of violation, disciplinary action, including but not limited to termination or employment, may result. A third violation of a technology policy by an employee may result in a recommendation from the Technology Department to block all internet use for said employee.

12.13 EQUIPMENT SPECIFICATIONS AND MINIMUM SYSTEM CONFIGURATION

All technology equipment purchased with county funds, grants or other special funds, and requiring approval by Commissioners' Court will be pre-approved by the Technology Director when necessary to verify compatibility prior to presenting to the court.

All computers on the network must meet current minimum system requirements at all times. These requirements will be reviewed annually by the Technology Director and reported to Commissioners' Court.

12.14 REQUESTS FOR TECHNICAL SERVICE

Technical support requests should be made *in writing* and may be emailed to support@burnetcountytexas.org or submitted through the Burnet County Communication Client icon. Contact the Technology Department for more information.

12.15 REMOTE ACCESS TO COUNTY DATA

Access to County information needed by Department Heads, Elected Officials, or their staff while away from county offices must be requested in writing. Please include employee name, data access needed, time frame and reason for remote access. Note: Department Head or Elected Official is responsible for monitoring hourly employee's time properly while working offsite.

12.16 COUNTY AND DEPARTMENT WEBSITES

The Technology Department manages the County's website. Department Heads and/or Elected Officials are responsible for maintaining their individual department pages. Technology staff will provide training and assistance as needed. Individual web pages must follow the same template for all departments in order to provide a uniform appearance of county website. Reviews of the county website will be done monthly by technology staff. Department Heads or Elected Officials will be notified if web pages for their department(s) appear to be outdated.

12.17 COURTS AND JUSTICE MANAGEMENT

Burnet County uses a countywide case management system that enables information to flow from an arrest to the disposition of a court case.

To ensure permissions to be granted to case management information are properly documented and assigned, rights and roles assignments must be requested in writing to include the Technology Department and the Elected Official who is statutory custodian of requested records.

The following are the statutory custodians of county records:

- County Clerk for County Court at Law and County Court data
- County Attorney for County Prosecutor data
- District Clerk for District Court and County Court at Law data
- District Attorney for District Prosecutor data
- Sheriff's Office for Law Enforcement and Jail data
- JP offices for each Justice of the Peace precinct's data

12.18 STATE MANDATED ANNUAL CYBERSECURITY TRAINING

Texas [House Bill 3834](#), effective June 14, 2019, requires all elected officials and most local government employees to complete an annual cybersecurity training program that has been certified by the [Texas Department of Information Resources \(DIR\)](#). Employees will be provided with the necessary link and login information to complete this annual training. Access to any Burnet County network or system (including, but not limited to, Odyssey, Time Clock, Incode) will be suspended for any employee who has not completed training by the stated deadline.

12.19 SOCIAL MEDIA DEVICES AND SERVICES PROHIBITED ON COUNTY DEVICES

Burnet County prohibits the installation or use of the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or a social media application or service specified by proclamation of the governor on any device owned or leased by Burnet County and requires the removal of covered applications from those devices.

The installation and use of a covered application may be acceptable to the extent necessary for providing law enforcement, or developing or implementing information security measures. In order for the installation to be approved, Burnet County must require the use of the measures to mitigate risks posed to this state during the use of the covered application, and the documentation of those measures.

13.00 – BURNET COUNTY FRAUD POLICY

13.01 BACKGROUND

The County fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against Burnet County. It is the intent of the County to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

13.02 SCOPE OF POLICY

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other related parties with a business relationship with Burnet County.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the County.

13.03 POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of management will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the County Attorney, who coordinates all investigations both internal and external.

13.04 ACTIONS CONSTITUTING FRAUD

The terms defalcation, misappropriation, and other fiscal wrongdoings refer to, but are not limited to:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document or account belonging to the County;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Profiteering as a result of insider knowledge of County activities;
- Disclosing confidential and proprietary information to outside parties;
- Disclosing to other persons securities activities engaged in or contemplated by the County;
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the County. Exception: Gifts less than \$20 in value;
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related inappropriate conduct.

13.05 OTHER INAPPROPRIATE CONDUCT

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management.

If there is any question as to whether an action constitutes fraud, contact the County Attorney for guidance.

13.06 INVESTIGATION RESPONSIBILITIES

The County Attorney has the primary responsibility for the initial investigation of all suspected fraudulent acts as defined in the policy. Decisions to prosecute or refer to examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made by the County Attorney, who shall report said findings and conclusions to the Commissioners' Court.

13.07 CONFIDENTIALITY

Burnet County treats all information received *confidentially*. Any employee who suspects dishonest or fraudulent activity will notify the County Attorney immediately, and *should not attempt to personally conduct investigations or interview/interrogations* related to any suspected fraudulent act (see REPORTING PROCEDURE section below). Investigations *will not be disclosed or discussed* with anyone other than those who have legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the County from potential civil liability.

13.08 AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the Investigation Unit will have:

1. Free and unrestricted access to all County records and premises, whether owned or rented;
AND
2. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

13.09 REPORTING PROCEDURES

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. An employee who discovers or suspects fraudulent activity will *contact the County Attorney immediately*. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the County Attorney.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with *anyone*, unless specifically asked to do so by the County Attorney.

13.10 TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the department head. The County Attorney does not have authority to terminate an employee. The decision to terminate an employee is made by the employee's management.

13.11 ADMINISTRATION

The Commissioners' Court is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT A: HARASSMENT REPORT COMPLAINT FORM

Harassment is defined as any employee's visual, physical or verbal conduct toward another employee that interferes with the employee's working environment and job duties.

Burnet County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, race, color, religion, national origin, age, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of; the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Burnet County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business. All harassment should be reported immediately.

COMPLAINANTS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

ALLEGED HARASSERS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

Complainant, describe the harassment in precise terms. Verbal harassment requires the entire conversation, verbatim (attach additional page if needed) _____

Complainant, if physical harassment is involved describe the conduct with specificity. Include the physical circumstances of the alleged harassment, the date, time, location and names of witnesses, if any (attach additional page if needed): _____

Has the harassment ever happened before? _____

If so, when? _____

Where? _____

Was the incident reported to authorized personnel (include name of authorized personnel): _____

Describe the effects of the harassment. _____

Was medical personnel contacted (include name of medical personnel): _____

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT B: ALOCHOL AND DRUG TESTING FOR REASONABLE CAUSE

Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor, will require that employee to submit to a breath test, urinalysis and/or blood test. The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):

- | | |
|---|--|
| <ul style="list-style-type: none">• Abnormally dilated or constricted pupils• Glazed stare – redness of eyes (sclera)• Flushed face• Change of speech (i.e. faster, slower, slurred)• Constant sniffing• Increased or unexplained absences• Redness under the nose• Sudden weight loss• Needle marks• Change in personality (i.e. paranoia, anger) | <ul style="list-style-type: none">• Increased appetite for sweets• Forgetfulness – performance altering – poor concentration• Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for more money• Constant fatigue• Hyperactivity• Smell of alcohol• Difficulty walking or standing• Dulled mental processes• Slowed reaction rate |
|---|--|

BURNET COUNTY SUPERVISOR, state objective facts giving rise to the belief that the employee is under the influence of alcohol or a controlled substance: _____

EMPLOYEE'S NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

BURNET COUNTY EMPLOYEE is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of Burnet County policy. Refusal to consent to a drug test when requested may result in immediate termination.

I understand and agree that the test(s) I am about to receive include(s) a test for alcohol, illegal drugs, and/or controlled substances.

I hereby give my consent to Burnet County to perform these tests. I understand that if I decline to sign this consent form and thereby decline to take the tests that my refusal may result in immediate termination.

Employee's Signature

Date

Supervisor's Signature if employee refuses to sign

Date

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT C: BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES

**EXHIBIT D:
BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES**

11/16/2018
1:31:44 PM

Select Company Burnet County Texas 1

ID Number

CLOCK IN **CLOCK OUT**

LEAVE ON BREAK RETURN FROM BREAK

LOG ON TO DASHBOARD

TO CLOCK IN AND OUT

- Go to Time Clock Plus (<https://time.burnetcountytexas.org/app/webclock/#/EmployeeLogOn>)
- Enter 4 digit Employee ID Number
- To Clock In – Click on “Clock In”
- To Clock Out – Click on “Clock Out”
- Enter 4 digit PIN (Last 4 of your Social Security Number)
- Click on “Log On”
- You should receive a confirmation that you were Clocked In or Clocked Out
- If you forget or are unable to Clock In or Clock Out, contact your Manager.

You may select “Log On To Dashboard” to view your hours and accruals.



MARBLE FALLS

Independent School District

Jeff Gasaway, Ed. D. Superintendent

1800 Colt Circle Marble Falls, Texas 78654 Phone 830-693-4357 Fax 830-693-5685

May 1, 2024

To the Honorable Members of the Burnet County Commissioners Court,

We are writing this letter to passionately endorse the continued service of Dr. Jules Madrigal as the Burnet County Health Authority.

For years, Marble Falls ISD has had the privilege of collaborating directly with Dr. Madrigal. As the largest employer in Burnet County, we have encountered various health-related challenges, and Dr. Madrigal's invaluable assistance has consistently assured our success. Her work as the Burnet County Health Authority is top-notch, and she has been a strong advocate for students and the school district, navigating state protocol with expertise and proficiency.

While many in the community came to recognize Dr. Madrigal's contributions during the COVID-19 pandemic, her dedication transcends this crisis. During the pandemic, she played a pivotal role in helping Marble Falls ISD maintain health protocols while addressing State of Texas requirements, community concerns, and the imperative to keep schools open. Thanks to her guidance, Marble Falls ISD was among the first districts in the State of Texas to host in-person graduation ceremonies for the class of 2020. Throughout the challenges of the 2020-2021 school year, Dr. Madrigal's support enabled us to safely open our doors on schedule, with meticulously planned protocols that mirrored her expertise while following state guidelines and requirements. During this difficult period in history, she made herself available at all hours to assist the district with challenging situations, even personally coordinating hospital care for those in need, ultimately having a direct hand in saving the lives of students and staff.

Dr. Madrigal's contributions extend well beyond her expert navigation of the pandemic. Every time a notifiable condition arises in one of our schools, she promptly provides guidance to campus officials and nurses, often before the state responds. In crisis health situations, she collaborates closely with our school nurses to ensure rapid access to the highest level of care. Dr. Madrigal has also provided up-to-date training for our school nurses and staff, demonstrating her commitment to supporting the district in various capacities.

Dr. Madrigal is an integral member of the community and Marble Falls ISD. Her interactions with district leaders, educators, parents, and students are excellent. She has built trust and strong relationships with stakeholders and has established herself as a medical expert. Through her work with schools, her passion for students is evident, as she consistently goes above and beyond for our students, staff, and community, even serving on the Marble Falls Education Foundation Board of Trustees.

Burnet County will benefit from Dr. Madrigal's continued guidance as the Burnet County Health Authority. We consider Marble Falls ISD fortunate to have her, and we strongly recommend her reappointment to this vital role.

Sincerely,

Kevin Naumann
Board President

Jeff Gasaway, Ed. D.
Superintendent

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

www.marblefallsisd.com



Stephanie McCormick <smccormick@burnetcountytexas.org>

Re: Burnet County Health Authority

1 message

James Oakley <judgejamesoakley@gmail.com>
To: Stephanie McCormick <smccormick@burnetcountytexas.org>

Wed, May 8, 2024 at 10:06 AM

Please print letter for acknowledgment of receipt...

James Oakley
Burnet County Judge
512-744-5205 cell / text
judgejamesoakley@gmail.com

Sent from iPhone

On May 7, 2024, at 8:22 AM, Stephanie McCormick <smccormick@burnetcountytexas.org> wrote:

Stephanie McCormick
Burnet County Administrative Director/Court Coordinator
Judge James Oakley
512-715-5276
New email : smccormick@burnetcountytexas.org

WE ARE BACK TO IN PERSON HEARINGS. ATTORNEY AND CLIENT ARE EXPECTED TO BE PRESENT FOR THE HEARINGS.

IF THIS IS A PROBATE HEARING MATTER, PLEASE RESPOND WITHIN 24 HOURS SO THAT WE MAY CONTINUE TO GIVE OUT DATES AND TIMES TO OTHER ATTORNEYS. IF YOU NEED LONGER THAN 24 HOURS, PLEASE KNOW THAT YOUR DATE AND TIME MAY NO LONGER BE AVAILABLE AND YOU MAY NEED TO CALL FOR NEW DATE/TIMES.

----- Forwarded message -----

From: **Cassandra Doyal** <sandy@ihstx.org>
Date: Tue, May 7, 2024 at 8:17 AM
Subject: Burnet County Health Authority
To: <countyjudge@burnetcountytexas.org>

May 6, 2024

Dear Judge Oakley,

Last week, the local papers published an article about Dr. Madrigal and her position at the County Health Authority. While the COVID-19 pandemic has caused much consternation, I feel compelled to share my viewpoint as another healthcare provider. In the days before the COVID-19 shutdown, I completed the clinical hours required for my Nurse Practitioner license with Dr. Madrigal.

Indeed, 99% of the general population have limited knowledge of what went on behind the scenes, preparing for the uncertainty of that virus. Dr. Madrigal took her job seriously. She spent

Outside of COVID-19, I've watched her treat many communicable and non-communicable diseases outside the normal variants. She has the resources and knowledge to treat these not commonly found in general health care providers. I turn to her for guidance in cases not typically seen. She is a wealth of knowledge.

Respectfully,

Sandy Doyal, APRN, FNP-C

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

21.

Meeting Date: 05/14/2024

Subject

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

- a. Marketing services contract with Highland Lakes Publishing for advertising
 - b. Contract labor agreement with WCR Construction for the work to be performed on the Courthouse roof.
 - c. Approval of an Agreement with DIJ Construction for work on CR 421 +/- 1.1 Miles
 - d. Annual interlocal with City of Cottonwood Shores.
 - e. Apply for a grant for the Bertram Library from the Mitte Foundation. This grant is for conference room pods to allow for privacy, hiring a local artist to paint a mural in the library's children's area, constructing a new weatherproof awning, and patio furniture to be bolted down. The total cost is estimated at \$60,000. There is no match requirement.
 - f. Approval to apply for and sign a resolution for a grant with the Texas Indigent Defense Commission for FY 2025 Indigent Defense Improvement Grant for the North Hill Country Public Defender's Office.
-

Attachments

Highland Lakes
WCR Construction
DIJ
Cottonwood Shores

TOURISM/MARKETING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF BURNET

THIS CONTRACT FOR TOURISM/MARKETING SERVICES is made by and between the County of Burnet, hereinafter called "County" and Highland Lakes Publishing "Contractor" for the purpose of contracting for Marketing Services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of Consultants; and

WHEREAS, the County desires to contract for marketing services described as follows: Updating and implementing a marketing plan for Burnet County.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall perform those marketing services for the fulfillment of the contract as identified in Contractor's Proposal provided by the Contractor, attached hereto and made a part thereof this contract.

ARTICLE 2

CONTRACT PERIOD

This contract shall terminate at the close of business on August 14, 2024, unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article 6– Supplemental Agreements, or otherwise terminated, as provided in Article 11 – Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is **\$2097.00**. Payments will be based upon monthly invoices detailing services rendered, with a maximum allowable monthly payment of \$699.00. The Contractor agrees to furnish the work as described in the attached proposal for a fee not to exceed \$2097.00.

ARTICLE 4 SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties.

If the County suspends the work, the contract period, as determined in Article 2 – Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 6- Supplemental Agreements.

ARTICLE 5 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 6 – Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 6 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work.

Any supplement agreement must be executed by both parties within the contract period specified in Article 2 Contract Period.

No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 7
PUBLIC INFORMATION ACT

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County shall be delivered to the County upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

ARTICLE 8
PERSONNEL, EQUIPMENT, AND MATERIAL

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Contractor to remove any employee from association with the work authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Contractor certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Contractor may not change the project manager without prior consent of the County.

ARTICLE 9
SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

ARTICLE 10
VIOLATION OF CONTRACT TERMS / BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Contractor shall be grounds for termination of the contract and any increased cost arising from the Contractor's default, breach of contract, or violation of contract terms shall be paid by the Contractor. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11
TERMINATION

This contract shall terminate at the close of business on August 14, 2024 unless extended as provided in Article 6 – Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties;
2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Contractor, the County will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the County.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Contractor under this contract, except the obligations set forth in this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. If the County asserts that any services provided by the Contractor do not comply with the requirements of this contract, the County shall allow the Contractor a reasonable opportunity and effort to cure the claimed breach.

ARTICLE 12 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statues and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

It is expressly understood by County and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any county official or

employee thereof, to receive gifts described by the County Personnel Policy or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 13 INDEMNIFICATION

THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

ARTICLE 14 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Contractor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 15 INSURANCE

The Contractor shall obtain and maintain insurance as required by state and federal law:

ARTICLE 16 SUCCESSORS AND ASSIGNS

The Contractor and the County do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

**ARTICLE 17
SEVERABILITY**

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 18
PRIOR CONTRACT SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 19
NOTICES**

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

James Oakley, County Judge
Burnet County Courthouse
220 S. Pierce Street
Burnet, Texas 78611

CONTRACTOR

Highland Lakes Publishing

P.O. Box 1000
Marble Falls, Texas 78654

ARTICLE 20
SIGNATORY WARRANTY

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and the Contractor have executed these presents in duplicate.

COUNTY

BY: _____
James Oakley, Burnet County Judge

Burnet County Courthouse
220 S. Pierce Street
Burnet, TX 78611

Date: _____

CONTRACTOR

BY: _____
Highland Lakes Publishing

Highland Lakes Publishing
P.O. Box 1000
Marble Falls, TX 78654

Date: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Highland Lakes Publishing

PO Box 1000, Marble Falls, TX 78654
Phone: 830-693-4367 Fax: 830-693-3650

MULTI-MEDIA MARKETING BLAST!!!

*100 K regionally Geo-targeted and strategically geo-fenced multi-platform online display advertising impressions linking to merchant's website.

*Unlimited Retargeted Impressions

*100 K impressions on Texas Press Websites

*Merchant Digital Campaign Dashboard provided for merchant review

*Initial Digital and print creative free of charge, additional online creative will have a minimal design fee

TOTAL CAMPAIGN VALUE \$4297

MULTI-MEDIA DISCOUNT 50% OFF

ACTUAL CAMPAIGN COST \$2097/90 days

(Billed at \$699/month)

Add the second newspaper print ad for only \$100/month more.

CONTACT BARBARA ROSENBERGER 610-308-7225



304A Highlander Circle, Marble Falls, TX
Phone: 830-693-4367 Fax: 830-693-365



220 S Main Street, Burnet, TX 78611
Phone: 512-756-6136 Fax: 512-756-8911

CONTRACT BETWEEN

WCR CONSTRUCTION, LLC AND BURNET COUNTY, TEXAS

This Contract is executed by and between WCR CONSTRUCTION, LLC and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

It is AGREED and UNDERSTOOD that this Contract is for the labor and materials necessary to install a new roof at the Burnet County Courthouse, 220 S. Pierce St., Burnet, TX 78611.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per Exhibit A: Bid 24-4090-01, dated January 24, 2024

It is AGREED and UNDERSTOOD that this Contract includes Exhibit B: Burnet County Standard Terms and Conditions attached herein.

The CONTRACTOR responsibilities shall include the following:

Scope of Work described in Exhibit A attached herein and including the following:

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Job project will not be paid until COUNTY is satisfied with completion.

Insurance

- A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Burnet County Standard Terms and Conditions.
- C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY upon request and/or upon any change in coverage.

Termination Provisions

This contract is effective beginning **May 14, 2024** until job completion; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving ten (10) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

Early Termination of Contract and Late Fees

In the event that COUNTY cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

Contract Amendments

- A. This contract may be amended by mutual agreement of both the CONTRACTOR and the COUNTY.
- B. All amendments shall be in writing and approved by the COUNTY and the CONTRACTOR'S authorized representative.

Payment Terms

The COUNTY shall pay to the CONTRACTOR its fee of price not to exceed \$153,846.00 for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

If requested, CONTRACTOR shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.

If required by Burnet County, CONTRACTOR'S personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. The Burnet County Juvenile Board will determine what it means by "pass" a criminal background check, and the County reserves the right to exclude any worker from access to the facility for security purposes, within the sole discretion. That status, within the County's sole discretion, must be maintained by all of CONTRACTOR's personnel entering COUNTY buildings for the duration of the contract.

The COUNTY reserves the right to conduct additional Criminal Background Checks as it deems necessary.

Bonds

The CONTRACTOR shall submit bonds as required by Texas Government Code 2253.

Warranty

The work performed by CONTRACTOR includes a one year workmanship warranty. If any item manufactured by CONTRACTOR fails under normal wear and tear then it will be replaced at the cost of the CONTRACTOR.

SPECIAL CONDITIONS

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.

RIGHT OF ENTRY. The COUNTY reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said COUNTY may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that it will indemnify and save the COUNTY harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the COUNTY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully

discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the COUNTY by either the CONTRACTOR or his Surety.

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the COUNTY shall inspect the work and within said time, prepare and send a list of deficiencies. If there are not deficiencies found then COUNTY will process final payment.

FINAL PAYMENT. The COUNTY, who shall pay to the CONTRACTOR on or before the 35th day, after the date of Project Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract.

PAYMENTS WITHHELD. The COUNTY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for Material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

CHANGE ORDERS: Without invalidating this Agreement, the COUNTY may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the COUNTY after formal approval of Burnet County. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

EXAMINATION OF SITE OF PROJECT. CONTRACTOR shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

TRADE NAMES AND MATERIALS. Where materials or equipment are specified by a trade or brand name, it is not the intention of the COUNTY to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean the equivalent of, or equal to some other thing, in the opinion or judgment of the COUNTY. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the COUNTY, and the COUNTY shall have the right to require the use of such specifically designated material, article or process.

BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the CONTRACTOR shall furnish and maintain at least one light at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

RESTORATION OF SITE & CLEANUP. Upon completion of the project (or major portions thereof) the CONTRACTOR shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The CONTRACTOR shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

SAFETY.

- In accordance with generally accepted construction practices, the CONTRACTOR alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the COUNTY to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures, in, or on, or near the construction site.

EXISTING UTILITIES AND SERVICE LINES. The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at CONTRACTOR'S cost and expense.

PROTECTION OF PROPERTY. The CONTRACTOR shall, at no additional expense to the COUNTY, protect by false work, braces, shoring or other property along the line of work or affected directly by CONTRACTOR work, against damage and shall repair the damages or repay the injured COUNTY if such damage occurs. The CONTRACTOR shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the CONTRACTOR without additional compensation. Protection is

CONTRACTOR’S responsibility and CONTRACTOR must satisfy as to the existence and location of all utilities and structures.

CONTRACTS IN DEFAULT. The COUNTY may declare a contract in default for any one or more of the following reasons:

- Failure to complete the work within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the COUNTY within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the COUNTY.

INDEMNITY: CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, injuries, lawsuits, administrative actions and other claims whether such claims are based on contract, statute or common law theories of recovery. This indemnity and hold harmless provision applies to all acts of alleged negligence, gross negligence and intentional acts *on the part of any party* to this contract, any officers, contractors, employees, elected employees, appointed employees, volunteers or reserve officers.

INTERPRETATION OF CONTRACT AND EXHIBIT B: “Burnet County Standard Terms and Conditions” have traditionally been made part of every Burnet County Contract. To the extent that the “Burnet County Terms and Conditions” are found to be in direct conflict with any of the terms and conditions of this document, the terms of this document will control. Otherwise, the Parties agree that this contract should be interpreted so that that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

APPROVED:

BURNET COUNTY:

Burnet County, Texas

WCR CONSTRUCTION, LLC

Date

Date

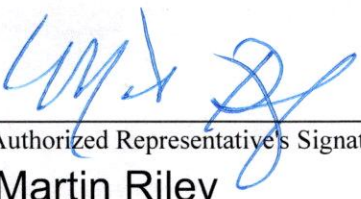
Bid Forms

RATE AND FEE SCHEDULE

The proposer having fully read the instructions, conditions, and general and specific provisions and understands them does hereby submit the following:

PROJECT BID SHOULD INCLUDE ALL COSTS SUCH AS LABOR, MATERIALS, INSURANCE AND BONDING COST:

BURNET COUNTY COURTHOUSE ROOF BID \$153,846.00-----



Authorized Representative's Signature

Martin Riley

Printed Name

General Manager

Title

WCR Construction LLC

Company Name

507 E Jackson

Street Address

Burnet, TX 78611

City, State, Zip

830-613-4619

Phone Number

riley.martin61@gmail.com

Email Address

46-2911231

FEIN(Tax ID)

Acknowledgements:
✓ Addendum 1-17-2024
✓ Q & A - 1-16-2024
✓ 1-17-2024
✓ 1-19-2024

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this *proposal*. THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE:

COMPANY NAME:	Georgetown High School
ADDRESS/CITY/STATE/ZIP:	507 E University Ave, Georgetown, TX 78626
CONTACT NAME/TITLE:	Jimmy Jones, Director of Construction & Development
BUSINESS PHONE/FAX:	512-635-5445
CONTRACT PERIOD:	1/20/2023-1/31/2024, Roofing & Sheet Metal
SCOPE OF WORK:	

REFERENCE TWO:

COMPANY NAME:	Shoal Creek Management
ADDRESS/CITY/STATE/ZIP:	3215 Steck Ave, Ste 101/ Austin/ TX/ 78757
CONTACT NAME/TITLE:	John Simmons/ Owner
BUSINESS PHONE/FAX:	512-680-3911
CONTRACT PERIOD:	2015- Present, Roofing (Multi-Project)
SCOPE OF WORK:	

REFERENCE THREE:

COMPANY NAME:	Lago Vista ISD
ADDRESS/CITY/STATE/ZIP:	8039 Bar K Ranch Rd / Lago Vista / TX / 78645
CONTACT NAME/TITLE:	Darren Webb / Superintendent of Schools
BUSINESS PHONE/FAX:	512-267-8300 ext. 1500
CONTRACT PERIOD:	2021-2023 / Roofing
SCOPE OF WORK:	

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Burnet County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Signature: _____

Date: 1/24/2024

Printed Name: _____

Martin Riley

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Burnet County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Burnet County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Burnet County prior to the official opening of this bid.

Vendor hereby assigns to purchaser, any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____

Company Name	WCR Construction		
Address	PO Box 358 or 507 E Jackson St		
City/State/Zip Code	Burnet/ TX/ 78611		
Phone/Email:	Office: 512-756-2539	Cell: 830-613-4619	
	Fax: n/a	Email: riley.martin61@gmail.com	
Print Name	Martin Riley		
Job Title	General Manager		



INVITATION TO BID

Burnet County Courthouse

Roof Replacement

BID# 24-4090-01

Burnet County, Texas

DUE DATE:
Wednesday, January 24, 2024
BY: 2:00 PM

Burnet County Auditor
Purchasing Division
133 E. Jackson St.

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• Rate and Fee Schedule Form • Vendor References • Certification of Eligibility • Bid Proposal Signature Form • Conflict of Interest Information • Certificate of Interested Parties Form HB1295	

This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

INTENT: It is the intent of this bid invitation to contract for the installation of a new roof at the Burnet County Courthouse located at 220 S. Pierce St. Burnet, TX 78611 all in accordance with the Bid Conditions, Specifications and/or Special Provisions attached hereto:

DUE DATE, TIME AND LOCATION OF BID OPENING: Sealed bids will be accepted until Wednesday, January 24, 2024 at 2:00P.M., at which time the bids will be publicly opened and read aloud in the Burnet County Auditor's Conference Room located at 133 E. Jackson Street, Burnet, Texas 78611.

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting is scheduled for Wednesday, January 10, 2024 at 10:00 am. The meeting address is 220 S. Pierce St. Burnet, TX 78611 at the Burnet County Courthouse.

INSTRUCTIONS TO BIDDERS: Bids must be received in the office of the Burnet County Auditor/Purchasing Agent on or before the time and date specified. Bids received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened. In order to assure your bid is fairly considered, it should be clearly marked "Roof Replacement Bid".

PLEASE MAIL OVERNIGHT OR HAND DELIVER YOUR BIDS TO:
BURNET COUNTY AUDITOR/
PURCHASING DEPT
133 E. JACKSON STREET
BURNET, TEXAS 78611

OR

Submit an electronic copy of your bid.
Instructions for electronic submission can be found at
www.burnetcountytexas.org/page/auditor.bidrequests

Questions concerning the Bid Process should be directed to:

Cindy Dalrymple
Burnet County Purchasing Dept.
Cdalrymple@burnetcountytexas.org
133 E. Jackson St.
Burnet, Texas 78611
(512) 756-5495

BID INSTRUCTIONS/REQUIREMENTS

SUBMISSION OF PROPOSALS/BIDS: Two (2) complete sets of all bid documents (original and one (1) copy) shall be sealed and marked:

Bid #24-4090-01 Roof Replacement Bid for Burnet County and mailed to:

**Burnet County Purchasing
Karin Smith, Purchasing Agent
133 E. Jackson St.
Burnet, TX 78611**

Or

An Electronic File may be submitted to bids@burnetcountytexas.org. Electronic files will remain unopened until the due date and time.

- Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Burnet County including concerning this bid/proposal except for questions concerning the proposal by Respondents directed through Burnet County Purchasing by email cdalrymple@burnetcountytexas.org. Failure to comply with this guideline could result in disqualification from the bid process.
- **All bids/proposals must be sealed** when returned to Burnet County.
- The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Burnet County Auditor, 133 East Jackson, St., Burnet, TX 78611 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid. Procedures for electronic bid submission can be found at **<https://www.burnetcountytexas.org/page/auditor.bidrequests>**
- All questions/checklists/blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection/disqualification.
- Bids/Proposals will be received and publicly acknowledged at the Burnet County Purchasing Department located at the address listed above. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal/bid and identified as such by vendor.
- **It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and Contract must be signed and returned. Failure to provide signatures on these forms could render bid non- responsive.**

- All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Burnet County website and available for download by bidders and other interested parties. *It is the bidder's/respondent's sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*
- *Any bid/proposal received after the date and/or hour set for bid opening will not be accepted.* Bidder will be notified and will advise Burnet County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Burnet County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.
- Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Burnet County will not be responsible for errors made by the bidder.

Written Questions deadline is: Wednesday, January 17, 2024 5:00 PM

STANDARD TERMS AND CONDITIONS

By returning this proposal with price(s) quoted and forms executed, Respondents certify and agree to the following:

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Burnet County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Burnet County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Burnet County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Burnet County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non- performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with any required or proposed delivery schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive the award.
5. Itemized invoices shall be sent to the Burnet County Auditor, 133 East Jackson St., Burnet, TX, 78611. Upon receipt of a valid invoice, payments will be processed in accordance with Texas Government Code, Chapter 2251 after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Burnet County, Texas acting as a body may enter into any type of agreement or contract on behalf of Burnet County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Burnet County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Burnet, Burnet County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Burnet County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Burnet County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Burnet County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Limit of Appropriation – Prior to the execution of this Contract, Contractor has been advised by the County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to the Contract, that the County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by the County in bringing this Project to an absolute conclusion, resulting in a complete, fully finished, equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any

word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

15. Funding Clause - Payments required to be made by Burnet County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Burnet County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Burnet County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the County Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the County Auditor. Thereupon, Burnet County will be released from its obligation to make further payments.
16. Burnet County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Burnet County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. Burnet County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Burnet County.

In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.

18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.

21. Burnet County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Burnet County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Burnet County shall not be liable for loss or reduction in any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Burnet County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Burnet County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Burnet County.
24. Respondents must agree to provide the following information as part of this proposal:
- Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
 - Name of contact person (single point of contact with the Respondent).
 - List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the bid/RFP.
 - Current fiscal year-end financial statements upon request.
25. Burnet County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Burnet County Commissioners Court. Burnet County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Burnet County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Burnet County assumes no responsibility for any such costs incurred by the

Respondent. The Respondent also agrees that Burnet County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Burnet County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Bidder understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Burnet County Commissioners Court; if any.
30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities— Burnet County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Burnet County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Burnet County pursuant to this provision, Burnet County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery,

pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. /
36. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County, Texas.
41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor's bid, including specifications shall remain valid for a minimum of 90 calendar days from the Bid due date.
43. Retainage - Ten percent (10%) retainage will be withheld from every payment that is made prior to project completion. When the contractor has fully completed the project and the

County has inspected and accepted the project, the final payment constituting the entire unpaid balance shall be made by Burnet County.

44. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.
45. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award:
 - 1) Burnet County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a proposer's response if deemed in the best interests of the County.
 - 2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Burnet County Commissioners Court.
47. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Burnet County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Burnet County, Texas. Addendum will be mailed.

emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

53. Patents/Copyrights: The successful vendor agrees to protect Burnet County from claims involving infringements of patents and/or copyrights.
54. Unless directly outlined in this specification the vendor shall consider no one but the Purchasing Agent as authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. A Contract Administrator will be designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - (a) Name and address of successful vendor;
 - (b) Name and address of receiving department and/or location;
 - (c) Burnet County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must be itemized and show all information as stated above.
58. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
60. Remedies: The successful vendor and Burnet County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

63. ***Standard Insurance Policies Required:***

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Burnet County.
- e. All insurance policies shall be furnished to Burnet County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Burnet County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

64. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement TWCC-81, TWCC-83, or TWCC-84, showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code,

Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the

Contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Burnet County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Burnet County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

BONDING REQUIREMENTS

Pursuant to the provisions of Section 262.32 (c) of the Texas Local Government Code, if the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the county.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Burnet County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

CRIMINAL BACKGROUND CHECKS

The following will apply to any contracts that will require vendors to enter sensitive security areas. These include, but are not limited to, Burnet County Courthouse, Burnet County Sheriff's Department and/or Burnet County Jails.

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.
- Vendor personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

SCOPE OF WORK

PURPOSE:

Burnet County is seeking bids for the installation of a new roof at the Burnet County Courthouse located at 220 S. Pierce St, Burnet, Texas 78611 in accordance with the Bid Conditions, Specifications and/or Special Provisions attached hereto.

EXAMINATION OF EXISTING PREMISES: It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions. SEE ATTACHED DATA CONCERNING EXISTING ROOFS.

RISK: The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.

EXECUTION, CORRECTION, AND INTENT OF:

The Contractor acknowledges and declares that it has visited and examined the site and reasonably examined the physical and other conditions affecting the work. In connection therewith, Contractor specifically, will represent to Owner that to its best knowledge and belief it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the Project and the site, excluding subsurface and latent conditions; (2) the nature, location, and character of the general area in which the Project is located; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. In arriving at the Contract Sum and the Contract Time, Contractor has, as an experienced and prudent manager and contractor, exercised its reasonable judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract Time. Claims for additional compensation or time because of the failure of the Contractor to familiarize itself with visible surface conditions, excluding subsurface and latent conditions, at the site will not be allowed. The Contractor will evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools and equipment. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project Site other than unforeseen concealed or latent conditions. The Contractor will be solely responsible for providing a safe place for the performance of the Work.

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of a representative from the Burnet County Maintenance who for the purposes of this contract is:

Richard Gumbert
E-mail: rgumbert@burnetcountytexas.org

GENERAL

1.1 PRE-BID

- A. PRIOR TO SUBMITTING A BID ALL BIDDERS SHALL VISIT THE SITES AND FAMILIARIZE THEMSELVES WITH ALL ASPECTS OF THE SCOPE OF WORK.
- B. BIDDERS SHOULD ATTEND THE PRE-BID CONFERENCE WEDNESDAY, JANUARY 10, 2024 AT 10:00 AM AT THE BURNET COUNTY COURTHOUSE, 220 S. PIERCE ST, BURNET, TX 78611
- C. BIDDERS SHALL REVIEW THE COUNTY FURNISHED ORIGINAL ROOF CONSTRUCTION SPECIFICATION.
- D. ALL BIDS SHALL CONFORM TO THE REQUIREMENTS OF THE BURNET COUNTY RFP SOLICITATION INCLUDING PROVIDING QUALIFICATION MATERIALS, EXAMPLE WARRANTIES (MANUFACTURER AND INSTALLER), REFERENCES, AND PROPOSED SCHEDULE.
- E. AT THE CONTRACTOR'S OPTION MAY INCLUDE SEVEN DAYS PER WEEK, AND SCHEDULE MAY INCLUDE ALL HOURS OF THE DAY.
- F. CONTRACTOR SHALL COORDINATE ALL PHASES OF THE WORK WITH BUILDING MANAGEMENT AND COUNTY MAINTENANCE PERSONNEL INCLUDING SAFETY, DELIVERIES, STORAGE, ROOF MOUNTED LINES, CONDUITS, AND COMMUNICATION ANTENNA, TRASH CONTROL, NOISE AND SITE VEHICULAR CIRCULATION AND PARKING.
- G. LIABILITY FOR JOB SITE SAFETY AS WELL AS WATERTIGHT PERFORMANCE OF THE INSTALLED ROOFING MEMBRANE SYSTEM SHALL LIE TOTALLY WITH THE SUCCESSFUL BIDDER.
- H. CONTRACTOR IS ENCOURAGED TO OFFER SUGGESTIONS, OPTIONS OR ALTERNATE METHODS PERTAINING TO THE EXISTING CONDITIONS, EXISTING FLASHING DETAILS, OR INSTALLATION PROCEDURES FOR CONSIDERATION.

1.2 SUMMARY

- A. THIS SPECIFICATION INCLUDES:
 - 1. GENERAL PROVISIONS
 - 2. ADHERED TPO MEMBRANE ROOFING SYTEM
 - 3. COVER BOARD

1.3 PERFORMANCE REQUIREMENTS

- A. GENERAL PERFORMANCE: INSTALLED MEMBRANE ROOFING AND BASE FLASHINGS SHALL WITHSTAND LOCAL CODE REQUIRED UPLIFT PRESSURES, THERMALLY INDUCED MOVEMENT, AND EXPOSURE TO WEATHER WITHOUT FAILURE DUE TO DEFECTIVE MANUFACTURE, FABRICATION OR INSTALLATION. MEMBRANE ROOFING AND BASE FLASHINGS SHALL REMAIN WATERTIGHT.
- B. MATERIAL COMPATIBILITY: PROVIDE ROOFING MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER UNDER CONDITIONS OF SERVICE AND APPLICATION REQUIRED.
- C. CONTRACTOR TO PROVIDE MEMBRANE ROOFING SYSTEM IN COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS WITHOUT EXCEPTION. ANY EXCEPTION NOTED BY THE MEMBRANE MANUFACTURER SHALL BE DISCLOSED PRIOR TO AWARD OF CONTRACT. ROOF MEMBRANE SYSTEM SHALL PROVIDE FOR FIRE/WINDSTORM CLASSIFICATION CLASS 1A-90.

1.4 SUBMITTALS

- A. PRODUCT DATA SHEETS FOR EACH TYPE OF PRODUCT TO BE USED.
- B. ROOF PLANS INDICATING ROOF AREAS CORRELATED WITH SCHEDULE, INDICATE ORIENTATION OF MEMBRANE, PROPOSED LOCATION OF WALKWAY PADS, AS WELL AS INDICATING ROOFTOP ITEMS TO REMAIN VS. THOSE TO BE REPLACED.
- C. SHOP DRAWINGS INDICATING LOCATION OF FLASHING TYPES, AND BOARD FASTENING PATTERNS AT CORNER, PERIMETER, AND FIELD LOCATIONS.
- D. SAMPLES OF MEMBRANE, SUBSTRATE COVER BOARD, WALKWAY PADS, AND EACH TYPE OF PROPOSED FASTENER.

1.5 QUALITY ASSURANCE

- A. PROVIDE EVIDENCE THAT THE MEMBRANE MANUFACTURER IS AWARE OF THE PROJECT CONDITIONS AND COMPONENTS AND TAKES NO EXCEPTION THAT MIGHT BE REFLECTED IN THE WARRANTY.
- B. PROVIDE EVIDENCE THAT THE MEMBRANE MANUFACTURER HAS PROPERLY LICENSED OR AUTHORIZED THE CONTRACTOR TO INSTALL THE MEMBRANE SYSTEM.
- C. NUMBER, INSTALLATION PATTERN, AND TYPE OF COVER BOARD FASTENERS SHALL BE AS SPECIFIED AND APPROVED BY THE ROOFING MEMBRANE MANUFACTURER FOR BOTH TYPES OF EXISTING ROOF DECKS.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. DELIVER ROOFING MATERIALS TO PROJECT SITE IN ORIGINAL CONTAINERS WITH SEALS UNBROKEN AND PROPERLY LABELED WITH INSTRUCTIONS FOR STORING AND MIXING WITH OTHER COMPONENTS.
- B. STORE LIQUID COMPONENTS PER MANUFACTURERS INSTRUCTION. DISCARD AND LEGALLY DISPOSE OF ANY THAT CANNOT BE APPLIED WITHIN ITS STATED SHELF LIFE.
- C. PROTECT MATERIALS FROM PHYSICAL DAMAGE OR DETERIORATION FROM ANY SOURCE. COMPLY WITH MANUFACTURERS INSTRUCTIONS FOR HANDLING, STORING, AND PROTECTING PRIOR AND DURING INSTALLATION.
- D. TEMPORARILY STORE ONLY THE MATERIALS ON ROOF THAT CAN BE INSTALLED THAT DAY, AND DISTRIBUTE MATERIALS TO AVOID OVERLOADING OR DEFLECTION OF DECK.

1.7 PROJECT CONDITIONS

- A. PROCEED WITH REMOVAL OF EXISTING ROOFING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT NEW ROOF SYSTEM TO BE INSTALLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- B. REMOVE ONLY THE AMOUNT OF EXISTING ROOFING THAT CAN BE REPLACED WITHIN THE SAME CONTINUOUS WORK PERIOD.

1.8 WARRANTY

- A. MANUFACTURER'S WARRANTY SHALL BE A STANDARD OR CUSTOMIZED FORM AS APPROVED BY BURNET COUNTY PRIOR TO AWARD OF CONTRACT, SHALL BE WITHOUT MONETARY LIMITATION, AND IN WHICH THE COMPONENT MANUFACTURER AGREES TO REPAIR OR REPLACE ANY COMPONENTS OF THE ROOFING SYSTEM THAT FAIL DUE TO MATERIAL OR WORKMANSHIP WITHIN A TWENTY (20) YEAR TIME PERIOD.
- B. INSTALLER'S WARRANTY FOR ALL ROOFING COMPONENTS FURNISHED AND/OR INSTALLED IN WHICH THE CONTRACTOR AGREES TO REPAIR OR REPLACE ANY COMPONENTS OF THE ROOF SYSTEM WHICH FAIL TO BE WATERTIGHT FOR A PERIOD OF SEVEN (7) YEARS, TO INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR THE REPAIRS.
- C. WARRANTY PERIODS SHALL BE MEASURED FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT BY BURNET COUNTY.

PART 2 - PRODUCTS

2.1 TPO MEMBRANE ROOFING

- A. FABRIC REINFORCED THERMOPLASTIC POLYOLEFIN UNIFORM AND FLEXIBLE SHEET.
 - 1. ACCEPTABLE MANUFACTURERS:
 - a. FIRESTONE BUILDING PRODUCTS COMPANY
 - b. GAF MATERIALS CORPORATION
 - c. GENFLEX ROOFING SYSTEMS
 - d. JOHNS MANVILLE
 - e. MULE-HIDE PRODUCTS CO, INC.
 - f. CARLISLE SYNTEC SYSTEMS
 - 2. THICKNESS 80 MILS NOMINAL
 - 3. EXPOSED FACE COLOR: WHITE, OR LIGHT GREY

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. GENERAL: AUXILIARY MEMBRANE ROOFING MATERIALS RECOMMENDED BY ROOFING SYSTEM MANUFACTURER FOR INTENDED USE, AND COMPATIBLE WITH MEMBRANE ROOFING.
- B. SHEET FLASHING: MANUFACTURER'S STANDARD THERMOPLASTIC POLYOLEFIN SHEET FLASHING, MINIMUM 55 MILS THICK, SAME COLOR AS SHEET MEMBRANE.
- C. BONDING ADHESIVE: MANUFACTURER'S STANDARD FOR SELECTED MEMBRANE.
- D. MISCELLANEOUS ACCESSORIES: PROVIDE POURABLE SEALERS, PREFORMED CONE AND VENT SHEET FLASHINGS, PREFORMED INSIDE AND OUTSIDE CORNER FLASHINGS, T-JOINT COVERS, LAP SEALANTS TERMINATION REGLETS, AND ANY OTHER NECESSARY ACCESSORIES.
- E. COVER BOARD: FIBERBOARD HIGH DENSITY, 1/4 INCH THICK, R3.

2.3 WALKWAY PADS

- A. FLEXIBLE WALKWAY PADS: FACTORY FORMED, NON-POROUS, HEAVY DUTY, SLIP RESISTING, SURFACE TEXTURED WALKWAY PADS, APPROX 1/4 INCH THICK.
- B. MANUFACTURED BY OR ACCEPTABLE TO ROOF MEMBRANE MANUFACTURER, COLOR WHITE OR GREY.

PART 3 - EXECUTION

3.1 EXISTING MEMBRANE REMOVAL

- A. REMOVE ALL UNEVEN IMPERFECTIONS. THAT WOULD CAUSE THE COVER BOARD TO NOT LAY FLAT AND UNIFORM.
- B. REMOVE MODIFIED BITUMEN ROOFING SHEETS, ALL LAYERS WHERE OCCUR AND SMOOTH EXISTING SUBSTRATE ADEQUATELY TO ACCEPT THE COVER BOARD.
- C. REMOVE AND REPLACE ALL MEMBRANE FLASHINGS INCLUDING METAL FLASHINGS AND COPINGS AS REQUIRED TO REMOVE AND PROPERLY INSTALL THE NEW MEMBRANE ROOF.
- D. ALL SHEET METAL COPINGS SHALL BE REPLACED WITH SAME GAUGE, FINISH AND COLOR AS EXISTING.
- E. ROOF DRAIN DOMES AND FLASHING COLLARS/CLAMPING RINGS REMOVED SHALL BE REPLACED WITH NEW NON-CORROSIVE UNITS OF SAME SIZE AND TYPE. ROOF DRAIN SHALL BE REMOVED TO THE EXISTING DRAINPIPE AND REPLACED WITH NEW NON-CORROSIVE METAL UNITS OF SAME SIZE AND TYPE.
- F. CERTAIN EXISTING ROOF CURBS AS IDENTIFIED BY COUNTY PERSONNEL SHALL BE REMOVED OR CAPPED. BIDS SHALL IDENTIFY THE BIDDERS PREFERENCE AND PROVIDE PRICING FOR BOTH METHODS. IF CURB IS TO BE REMOVED, THE OPENING SHALL BE PATCHED WITH SAME ROOF CONSTRUCTION AS ADJACENT. IF CURBS ARE TO BE CAPPED, THE CAP SHALL INCORPORATE A SOLID SUBSTRATE WITH SUFFICIENT STRENGTH TO SPAN THE OPENING, A 2" RIGID INSULATION BOARD, AND A WATERTIGHT SHEET METAL CAP.
- G. CONTRACTOR SHALL COORDINATE WITH COUNTY PERSONNEL AND TEMPORARILY RAISE ALL CONDUITS AND GAS PIPING AS REQUIRED FOR THE NEW WORK. AFTER COMPLETION OF THE WORK CONTRACTOR SHALL PROVIDE PLASTIC SUPPORTS FOR ALL CONDUITS AND PIPING OF SIZE, TYPE AND STRENGTH AS RECOMMENDED AND APPROVED BY THE MEMBRANE MANUFACTURER.

3.2 EXAMINATION

- A. EXAMINE ALL AREAS AND CONDITIONS AFFECTING THE WORK OF THE INSTALLERS AND PERFORMANCE OF THE ROOFING SYSTEM.
- B. VERIFY WITH COUNTY PERSONNEL ALL ITEMS TO REMAIN INCLUDING CONDUITS AND WIRING ARE PROPERLY SUPPORTED AND THAT ITEMS TO BE REMOVED HAVE BEEN IDENTIFIED.
- C. ALL HVAC DRAINS WILL BE RECONNECTED IN SAME MANNER AS EXISTING SYSTEM.
- D. PROCEED WITH INSTALLATION ONLY AFTER ANY UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

3.3 PREPARATION

- A. CLEAN SUBSTRATE OF DUST, DEBRIS, MOISTURE OR OTHER SUBSTANCES DETRIMENTAL TO ROOFING INSTALLATION ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
- B. PREVENT MATERIALS FROM ENTERING ROOF DRAINS OR LIQUIDS SPILLING ON ROOF SURFACE.
- C. COMPLETE TERMINATIONS AND BASE FLASHINGS AND PROVIDE TEMPORARY SEALS TO PREVENT WATER FROM ENTERING COMPLETED SECTIONS OF ROOFING SYSTEM AT THE END OF EACH WORKDAY OR WORK PERIOD. REMOVE OR DISCARD TEMPORARY SEALS BEFORE BEGINNING WORK ON ADJOINING ROOF AREAS.

3.4 COVER BOARD INSTALLATION

- A. COORDINATE INSTALLING ROOF SYSTEM COMPONENTS SO COVER BOARD IS NOT EXPOSED AT THE END OF EACH WORK PERIOD.
- B. COMPLY WITH ROOFING SYSTEM AND COVER BOARD MANUFACTURERS' INSTRUCTIONS.
- C. INSTALL COVER BOARD WITH LONG JOINTS IN A CONTINUOUS STRAIGHT LINE WITH END JOINTS STAGGERED BETWEEN ROWS, ABUTTING EDGES AND ENDS BETWEEN BOARDS WITH NO GAPS EXCEEDING ¼".
- D. FASTEN COVER BOARDS WITH CORROSION RESISTANT METAL FASTENERS OF PROPER LENGTH AND STRENGTH ACCORDING TO REQUIREMENTS OF FM APPROVALS "ROOFNAV" TO RESIST UPLIFT PRESSURE AT CORNERS, PERIMETER, AND FIELD OF ROOF.

3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. START MEMBRANE INSTALLATION ONLY AFTER ALL CONDITIONS AFFECTING THE WORK AND WARRANTY HAVE BEEN DETERMINED ACCEPTABLE PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
- B. ACCURATELY ALIGN MEMBRANE AND MAINTAIN UNIFORM SIDE AND END LAPS OF MINIMUM DIMENSIONS AS REQUIRED BY MANUFACTURER. STAGGER END LAPS.
- C. BONDING ADHESIVE: APPLY TO COVER BOARD AND UNDERSIDE OF MEMBRANE AT RATE REQUIRED PER MANUFACTURER AND ALLOW TO PARTIALLY DRY PER MANUFACTURER INSTRUCTIONS.
- D. IF CALLED FOR BY MANUFACTURER, AND IN ADDITION TO ADHERING, MECHANICALLY FASTEN MEMBRANE AT LOCATIONS AS RECOMMENDED BY MANUFACTURER.

- E. APPLY MEMBRANE ROOFING WITH SIDE LAPS SHINGLED WITH SLOPE OF ROOF WHERE POSSIBLE.
- F. CLEAN AND TREAT ALL SEAMS PER MANUFACTURER'S INSTRUCTIONS INCLUDING MINIMUM OVERLAP, HOT AIR WELDING, STRENGTH TESTING AND REPAIR AS REQUIRED.
- G. SPREAD SEALANT BED OVER DECK DRAIN FLANGE AT ROOF DRAINS AND SECURELY SEAL MEMBRANE ROOFING IN PLACE WITH CLAMPING RING.

3.6 BASE FLASHING INSTALLATION

- A. INSTALL SHEET FLASHINGS AND PREFORMED FLASHING ACCESSORIES AND ADHERE TO SUBSTRATES ACCORDING TO ROOFING SYSTEM MANUFACTURER'S INSTRUCTIONS.
- B. APPLY BONDING ADHESIVE TO SUBSTRATE AND UNDERSIDE OF SHEET FLASHING AT REQUIRED RATE AND ALLOW TO PARTIALLY DRY.
- C. FLASH ALL PENETRATIONS AND SCUPPERS WATERTIGHT WITH SHEET FLASHING.
- D. CLEAN SEAM AREAS, OVERLAP, AND FIRMLY ROLL SHEET FLASHING INTO THE ADHESIVE, HOT AIR WELD SIDE AND END LAPS FOR A WATERTIGHT SEAM.
- E. TERMINATE AND SEAL TOP OF ALL FLASHINGS UNDER NEW METAL CAP OR REGLETS WITH SUFFICIENT OVERLAP OR COVERAGE.
- F. CONTRACTOR SHALL INSPECT FLASHINGS TO REMAIN AND REPAIR OR REPLACE AS REQUIRED TO INCLUDE SAME IN HIS WARRANTY.

3.7 FLEXIBLE WALKWAY PADS

- A. INSTALL FLEXIBLE WALKWAYS AS FIELD DIRECTED BY COUNTY PERSONNEL. BIDDERS SHALL INCLUDE 1500 LINEAL FEET OF FLEXIBLE WALKWAYS IN THE BASE BID AND PROVIDE A PER LINEAL FOOT PRICE FOR QUANTITIES ABOVE OR BELOW 1500 LINEAL FEET. INSTALL ONLY PRODUCTS AS MANUFACTURED BY, OR ACCEPTABLE TO, THE ROOFING MEMBRANE MANUFACTURER FOR THIS INSTALLATION. INSTALL PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.

3.8 FIELD QUALITY CONTROL

- A. COUNTY PERSONNEL OR REPRESENTATIVE SHALL INSPECT THE ROOFING OPERATION PERIODICALLY BASED ON THE CONTRACTOR'S SUBMITTED SCHEDULE. SUCH INSPECTIONS SHALL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO PROVIDE A WATERTIGHT ROOF.
- B. CONTRACTOR SHALL ARRANGE FOR A FINAL ROOF INSPECTION BY THE ROOFING MEMBRANE MANUFACTURER'S TECHNICAL PERSONNEL UPON COMPLETION.

- C. CONTRACTOR SHALL REPAIR OR REMOVE AND REPLACE ANY AND ALL COMPONENTS OF THE MEMBRANE ROOFING SYSTEM WHERE INSPECTIONS SO INDICATE.

END

BURNET COUNTY INFORMATION FOR PROPOSAL

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the County, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

For proper identification: proposal number, closing time, date, and item requested must appear on outside of envelope.

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Burnet County will in no way be bound to purchase any predetermined amounts under this contract.

Burnet County may accept all or part of proposal/proposals submitted for different locations.

Two (2) copies must be submitted consisting of one (1) original and (1) copy unless bid is submitted electronically.

All products bid and delivered must meet or exceed specifications, including Federal and State regulations. Burnet County reserves the right to award contract(s) to one or more vendor(s) as deemed best interest of Burnet County.

To: Vendors of Burnet County, Texas
From: Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Please find the link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Burnet County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Burnet County Purchasing Department either through bid return, or email. Please see contact information below.

Burnet County Purchasing Department

Email: cdalrymple@burnetcountytexas.org

Phone: 512-715-5295

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Burnet County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

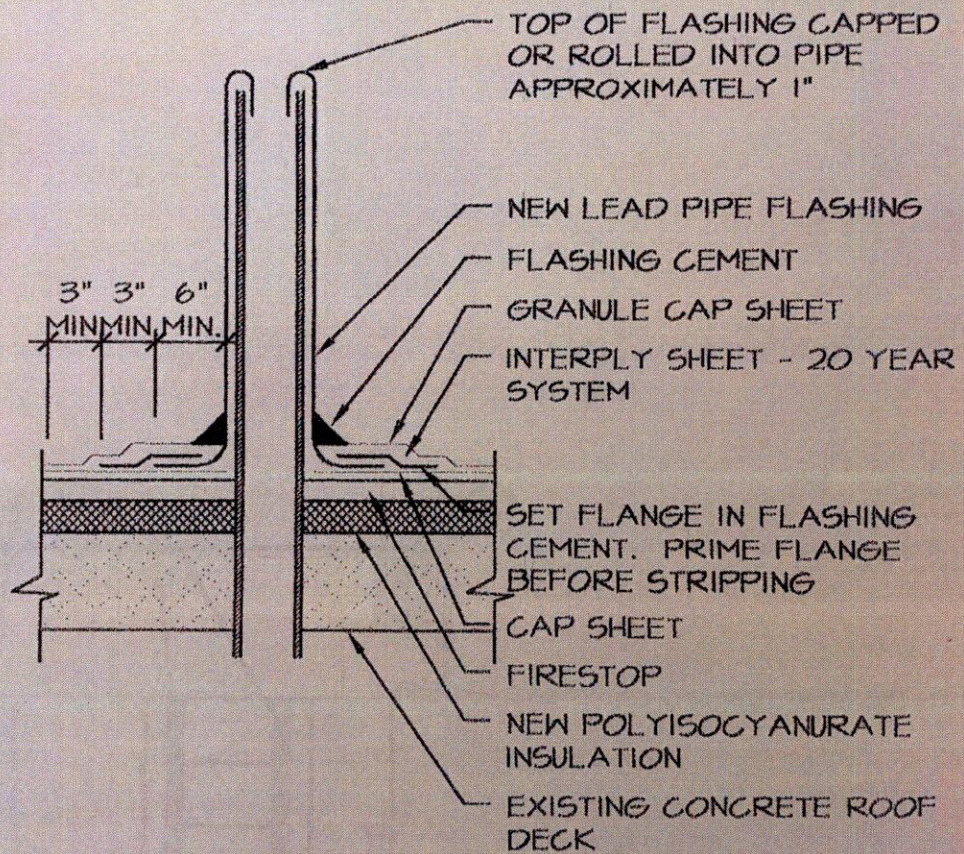
Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

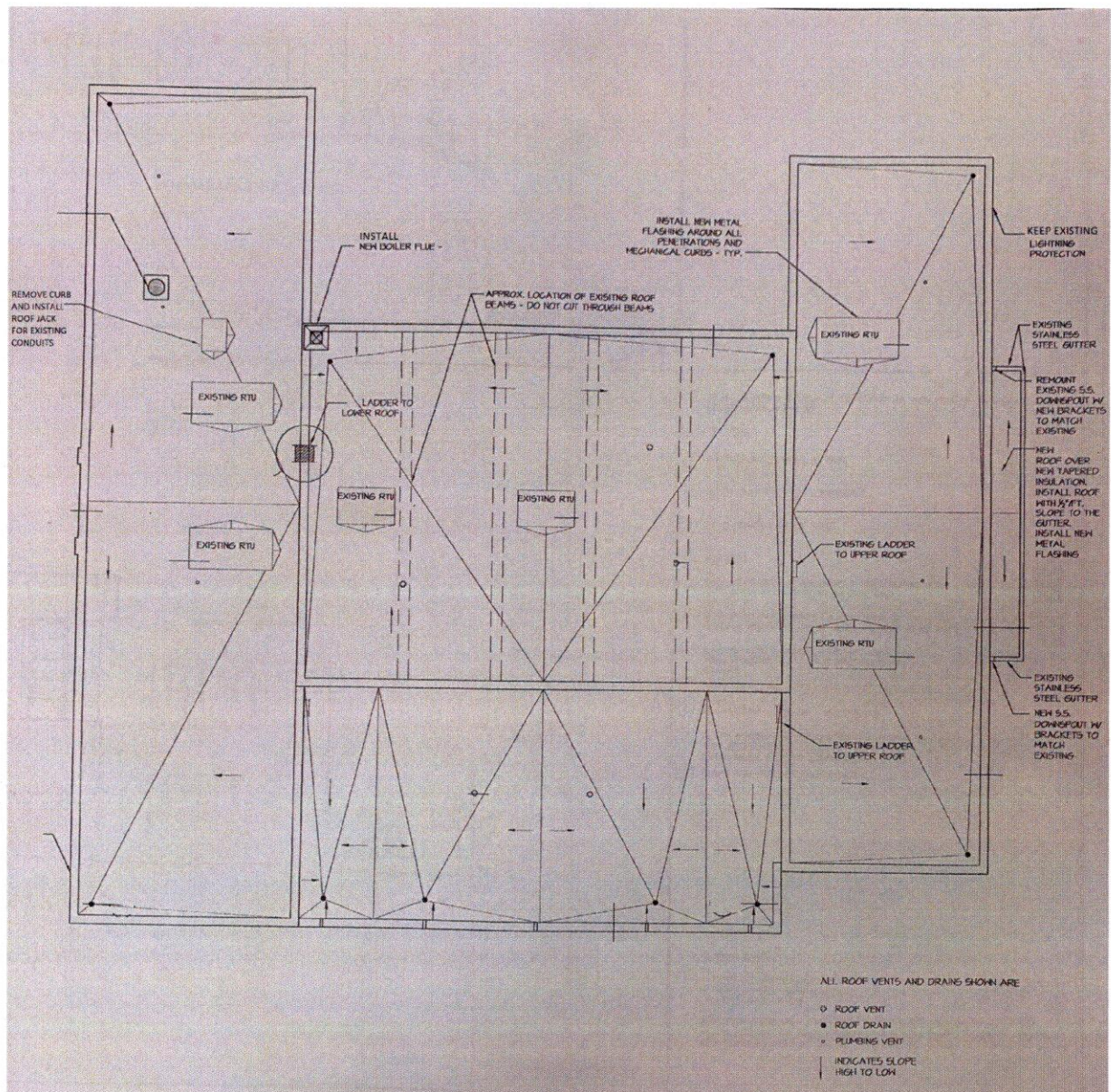
The Filing Process:

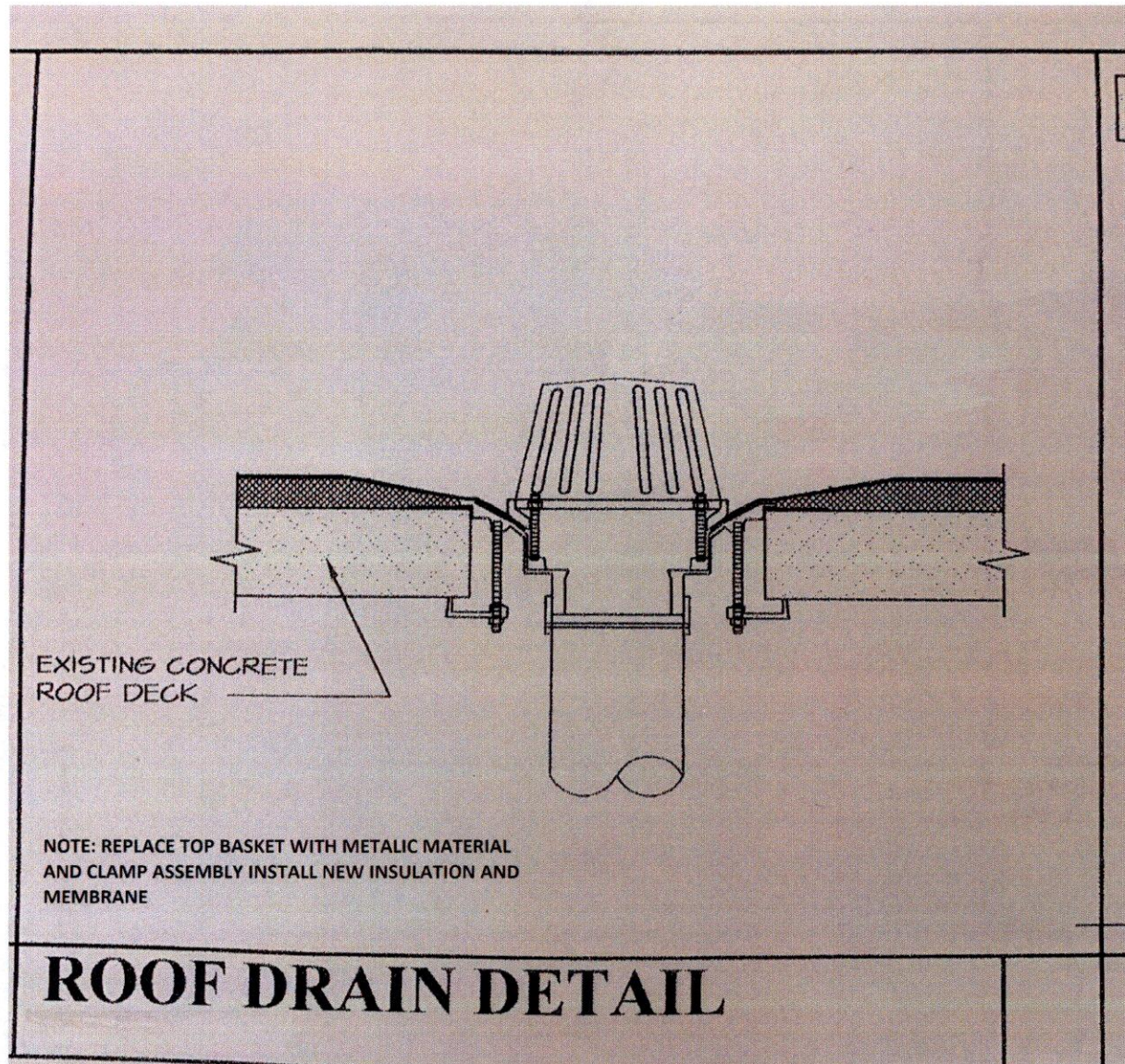
1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. Within ten (10) business days from notification of pending award by the Burnet County Purchasing Agent, the completed Form 1295 must be submitted to Burnet County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new, renew a contract or make modification and/or amendments to a Burnet County contract.

Instructions and information are available at <https://www.ethics.state.tx.us/filinginfo/1295/> or you may call the Texas Ethics Commission at (512) 463-5800.



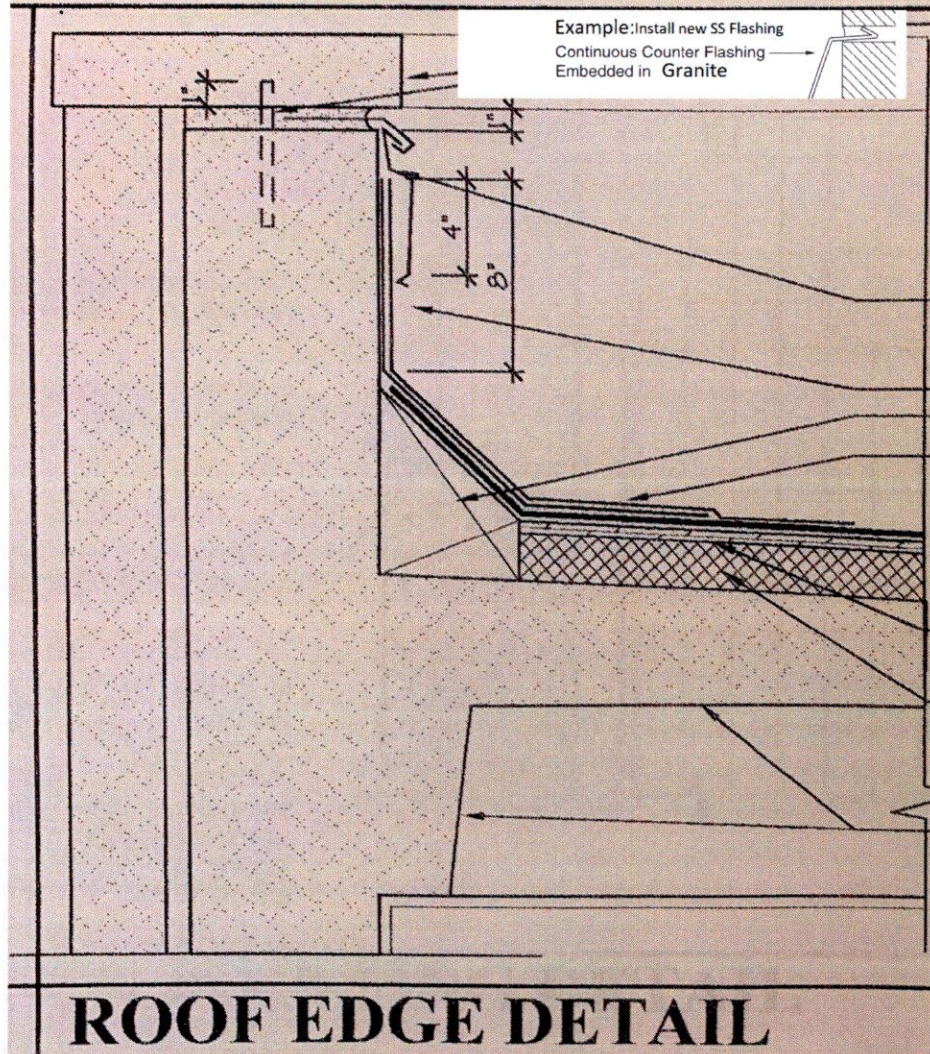
ROOF AT EXISTING VENT





EXISTING FLASHING TO BE REPLACED WITH NEW STAINLESS STEEL

Example: Install new SS Flashing
Continuous Counter Flashing
Embedded in Granite



ROOF EDGE DETAIL

**EXHIBIT B
STANDARD PURCHASE TERMS AND CONDITIONS
DEPARTMENT OF PURCHASING
BURNET COUNTY, TEXAS**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED** - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE & RISK OF LOSS** - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually accepts the goods at the point or points of delivery.

4. **FOB POINT** - Delivery of all products under this contract shall be made Free On Board to final destination, at the address shown in this contract or as indicated on each Delivery Order placed against this contract. The title and risk of loss of the goods shall not pass to Burnet County until receipt and acceptance takes place at the F.O.B. point.

5. **NO REPLACEMENT OF DEFECTIVE TENDER** - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY** - The place of delivery shall be that set forth in the block of the purchase order release entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES AND PAYMENTS

a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Burnet County Auditor's Office, 133 E. Jackson St, Burnet, Texas 77806. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditor's Office advised of any changes in your remittance addresses.

b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

c. Do not include Federal Excise, State, County, or City Sales Tax. The County shall furnish tax exemption certificate upon request.

8. **GRATUITIES** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS & TEST EQUIPMENT** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **. PRODUCT WARRANTIES** - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** - Seller warrants that all applicable patents and Copyrights which may exist on items bid upon have been adhered to and further warrants that Burnet County shall not be liable for any infringement of those rights. Seller agrees to defend Burnet County in any legal cause of action resulting from any violations to existing patents, licenses, or copyrights applicable to items sold hereunder.

14. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if Seller

becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION** - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE** - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

18. **. ASSIGNMENT DELEGATION** - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **. WAIVERS** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **. MODIFICATIONS** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. **. INTERPRETATION PAROL EVIDENCE** - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. **. APPLICABLE LAW** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. **ADVERTISING** - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. **. RIGHT TO ASSURANCE** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE** - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County, Texas.

26. **INSURANCE** - Construction and professional service providers shall purchase and maintain the following insurance the entire term of the contract. 1. Worker's Compensation in accordance with statutory requirements. 2. Commercial General Liability Insurance with a combined minimum of \$1,000,000 per occurrence. 3. Automobile Liability Insurance, covering owned, hired and non-owned vehicles with combined minimum limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.

27. POTENTIAL CONFLICTS OF INTEREST - An outside consultant or contractor is prohibited from submitting a bid for services on a Burnet County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliated, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Burnet County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250.00 given to any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Burnet County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

28. By accepting this Purchase Order, the seller verifies that it does not boycott Israel and will not boycott Israel during the term of the contract with Burnet County.

May 6, 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 421: +/-1.1 miles

Project scope: Continuous double yellow thermoplastic striping, yellow reflective centerline markers and one stop bar.

Quantities:

+/- 5,808 LF of double yellow striping at 0.70 cents/LF = \$4,065.60

Yellow Reflective markers (RPM) every 40' = 145 markers @ \$3.15 each = \$456.75

1 - White 24" stop bar @ \$100/each

Total for CR 421 approximately = \$4,622.35

TOTAL WORK ORDER NTE = \$4,500.00 out of 4920 "Contract Labor"

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

Interlocal Agreement Between
Burnet County, Texas and the City of Cottonwood Shores

This Agreement is made on the 18th day of April 2024, by and between the County of Burnet a political subdivision of the State of Texas, hereinafter referred to as "Burnet County" and the "City of Cottonwood Shores", hereinafter referred to as "the City".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes unites of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment to chip and seal asphalt on various streets, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County and the City; and

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of the City; and

WHEREAS, Burnet County and the City have investigated and determined that it would be advantageous and beneficial to both the City and Burnet County and its inhabitants for Burnet County to provide the manpower and equipment for the application services to the City; and

WHEREAS, The City wishes to engage Burnet County to allow for use of County manpower and equipment to chip and seal asphalt on behalf of the City and the City desires to engage Burnet County to provide such services; and

WHEREAS, from time to time the City may wish to engage Burnet County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and the City and to the people of Burnet County, Texas, and:

WHEREAS, the governing bodies of the City and Burnet County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, the City and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply sealcoating to various city streets, and for such other and additional services as the parties may

subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the City and Burnet County agree as follows:

Services to be Performed

The City agrees to engage Burnet County to utilize County manpower and equipment to apply chip and seal asphalt to various city streets, and setting a limit of \$15,000, by Burnet County to the City, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, canceled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the 18th day of April, 2024. This contract expires at midnight on September 30, 2024. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

By execution of this contract, the City agrees to provide, if requested, similar compensation to Burnet County in the form of manpower and equipment on a future identified project; or may provide use of City owned facilities for the betterment of Burnet County employee health or as meeting facilities. Both parties have agreed this is adequate compensation for the anticipated expenditures by the county for the manpower and equipment used by Burnet County in the application of chip and seal asphalt to various city streets.

Relationship of Parties

The parties intend that Burnet County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Burnet County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the City and shall not be entitled to participate in any pension or other benefits that Burnet County provides its employees.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Burnet County shall be sufficient if made or addressed to the office of the County Judge, James Oakley.

Notice to the City shall be sufficient if made or addressed to the office of the Mayor, Jared Dodd. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

The City agrees to promptly defend, indemnify and hold Burnet County harmless from and against any and all claims, demands, suits, causes of action, and judgment's for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Burnet County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterparts executed by such entity.

The City of Cottonwood Shores

Burnet County, Texas

By: J. Dodd
Jared Dodd, Mayor

By: _____
James Oakley, Burnet County Judge

Date: 4-19-24

Date: _____

City Council
Approval Date: 4-18-2024

