BURNET COUNTY COMMISSIONERS COURT

Jim Luther. Jr	Damon Beierle	James Oakley	Billy Wall	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*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 AUGUST 13, 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. Consideration and approval of an Order by the Commissioners Court of Burnet County, Texas authorizing the issuance of "Burnet County, Texas Tax Notes, Series 2024", levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the notes; authorizing the execution of any necessary engagement agreement with the county's financial advisors; and providing an effective date (Oakley)

   Attachments
   Tx Tax Note Series Order

5. Presentation regarding the Burnet County 2024 voter-approval and no-new-revenue property tax rates and 2024 certified values (Oakley)

6. Discuss and take appropriate action to include a record vote on the proposed tax rate for FY2024 tax year which will fund the FY2025 budget (Oakley)

7. Discuss, consider, and take appropriate action on scheduling a date and time to hold a public hearing before adopting the tax rate if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate (Oakley)

8. Discuss and take action on setting a date and time to hold a public hearing on the FY2025 budget (October 1, 2024 - September 30, 2025) (Oakley)

9. Discuss and take action on setting a date and time for a public hearing on the County Clerk Records Archive Plan (Oakley)

10. Discuss and take action on setting a date and time to adopt the FY2024 tax rate and adopt the FY2025 budget (Oakley)

11. Discussion and/or action concerning rescinding action taken on prior court approval, held on August 7, 2024, of newspaper ad as required for elected officials' salaries and possible action on amended ad (Oakley)

12. Discussion and/or action regarding the engagement of Allison, Bass, McGee to represent Burnet County in Civil Action No. 4:24-cv-00368 Courthouse News Service v. Michael Gould, in his official capacity as Collin County District Clerk, etal. (Oakley)

13. Discussion and/or action concerning a request for a variance from the Burnet County Subdivision Regulations by Dallas Wood for a 7.117 acre tract out of a 77.999 acre tract identified as BCAD parcel #48820 located at 915 John Deere Road (Beierle)

14. Discussion and/or action concerning the preliminary plat approval for TOWDAH Subdivision, a private subdivision consisting of 24 lots on 50.97 acres located at 122 Shoreline (Dockery)

15. Discussion and/or action concerning the final plat approval for Thomas Ranch, Section 3, a private subdivision consisting of 84 lots on 239 acres located at 11710 CR 404 (Dockery)

16. Discussion and/or action concerning the preliminary plat approval for Smithwick National, a private subdivision consisting of 268 lots on 875.14 acres located at 10507 E. FM 1431 (Wall)

17. Discussion and/or action concerning the release of Maintenance Bond #0820705 for Burnet Hilltop Estates (Beierle)

18. Discussion and/or action concerning the release of Maintenance Bond #CNB-36253-00 for the Ranches at Bentley Ridge (Beierle)

19. Discussion and/or action regarding the approval of: (Oakley)
    a. November 5, 2024 Order of Election (attachment: Nov. 2024 General Election ORDER OF GENERAL ELECTION)
    b. 2 year appointments of Election Judges and Alternate Judges, and Central Count Judge, Alternate Judge and Manager and Tabulation Supervisor (attachment: 2024 Gen. Election Judges)
    c. Relocation of Precinct 15 polling location to Briggs Firehouse during remodel of Community Center

    Attachments
    Order of Gen. Election
    Gen Elect Judges

20. Discussion and/or action concerning results of Baker Tilly investigation as ordered by Burnet County Commissioners Court on September 26, 2023 (Oakley)

21. **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).

22. Reconvene in Open Session.

23. Discussion and/or action regarding items discussed in Executive Session.

24. Discussion and/or action regarding Department Updates:

25. Acknowledgement of Receipt:
a. MIS Summary
b. TCEQ Notice
c. Marble Falls Area EMS July Update

Attachments
MIS Summary
TCEQ
EMS update

26. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
a. KC Engineering Work Order No. 20-208.2c Re-stake right of way for Wirtz Dam Road
b. Contract labor agreement with Luke's Ashpalt Paving for work to be performed for RB1 at the entrance of Twin Isles
c. Approval to accept the FY 25 MVCPA grant for the Heart of Texas Auto Theft Task Force and sign the Statement of Grant Award which will be accessible after acceptance in the portal. The project is $694,280.00 for Burnet, Coryell, and McLennan Counties. The grant amount is $578,566.00. Match is $115,714.00 of that $99,352.00 is Program income
d. Agreement with DIJ Construction for double yellow striping on Haynie Flat Road +/- 0.25 mile
e. Approval to accept allocation and sign contract for the FY25 9-1-1 GIS funding from the CAECD for $126,710.10 - 10/1/24 - 9/30/25
f. Approval to accept the FY 2024 Formula Grant for the Indigent Defense Grant Program from Texas Indigent Defense Commission. Amount is $37,575.00
g. Inter local agreement with Capital Area Council of Governments regarding a Sheriff Radio System and Recorder Integration Project
h. Inter local agreement with the City of Highland Haven to provide manpower and equipment for the pavement of streets not to exceed $15,000 per year
i. Proposal for our Sunlife two year renewal
j. Agreement with Circle S Pest Control for pest control services for county buildings. Rates effective October 1, 2024 through September 30, 2025
k. Contract with E-rate Central to assist with Burnet County E-rate application, and authorize a representative from the County Auditor's office to apply for the E-rate program for the county library system
l. Burnet County Event Sponsorship for Taste Highland Lakes in the amount of $850 to be paid out of HOT taxes
m. Burnet County Event Sponsorship for Beloved Gallery in the amount of $2500 to be paid out of HOT taxes
n. Burnet County Event Sponsorship for FiestaJam 2024 in the amount of $5000 to be paid out of HOT taxes

Attachments
Wirtz Dam work order
Lukes asphalt
MVCPA grant
DIJ Construction
911 GIS funding
Indigent Formula Grant
Capcog Sheriff Radio System
Highland Haven
Sunlife 2 year renewal
Circle S Pest
E Rate
Taste Highland Lakes
Beloved Gallery
FiestaJam

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

28. 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.

29. Calendar Review.

30. 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 9th day of August, 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

____
CLERK OF THE COURT

Regular Session 4.

Meeting Date: 08/13/2024

Subject

Consideration and approval of an Order by the Commissioners Court of Burnet County, Texas authorizing the issuance of "Burnet County, Texas Tax Notes, Series 2024", levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the notes; authorizing the execution of any necessary engagement agreement with the county's financial advisors; and providing an effective date (Oakley)

Attachments

Tx Tax Note Series Order

DRAFT

AN ORDER BY THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "BURNET COUNTY, TEXAS TAX NOTES, SERIES 2024", LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE AND INVESTMENT LETTER; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE COUNTY'S FINANCIAL ADVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the Commissioners Court (the *Governing Body* or *Commissioners Court*) of Burnet County, Texas (the *Issuer* or the *County*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public works, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer's authorized needs and purposes, and (iii) for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and

WHEREAS, in accordance with the provisions of the Act, the County Auditor of the Issuer has recommended and the Commissioners Court hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for the purpose of providing funds for (i) purchasing election equipment; (ii) for designing, constructing, renovating, improving, reconstructing, restructuring and extending County jail facilities; (iii) streets, roads, thoroughfares, alleys, sidewalks, bridges, and intersections, including drainage, utility line relocations, entryways, landscaping, lighting, curbs, gutters, traffic signalization, and the acquisition of land and rights-of-way therefor; (iv) purchasing materials, supplies, equipment, information technology, machinery, buildings, land, and rights-of-way for authorized needs and purposes, and (v) to pay professional services relating to the aforementioned projects and relating to the issuance of the Obligations (defined below); and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Local Government Code the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer, now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation anticipation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of ________________ NO/100 DOLLARS ($_,___,___), to be designated and bear the title of "BURNET COUNTY, TEXAS TAX NOTES, SERIES 2024" (the *Obligations*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for Obligations are being issued pursuant to the Order for the purpose of providing funds for (i) purchasing election equipment; (ii) for designing, constructing, renovating, improving, reconstructing, restructuring and extending County jail facilities; (iii) streets, roads, thoroughfares, alleys, sidewalks, bridges, and intersections, including drainage, utility line relocations, entryways, landscaping, lighting, curbs, gutters, traffic signalization, and the acquisition of land and rights-of-way therefor; (iv) purchasing materials, supplies, equipment, information technology, machinery, buildings, land, and rights-of-way for authorized needs and purposes, and (v) to pay professional services relating to the aforementioned projects and relating to the issuance of the Obligations; all in conformity with the laws of the State of Texas, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code and this order finally adopted by the Commissioners Court on August 13, 2024.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date. The Obligations shall be issued as fully registered obligations, without coupons, shall be dated September 1, 2024 (the *Dated Date*) and shall be in denominations of $100,000 or any integral multiple of $5,000 in excess thereof (within a Stated Maturity or prior redemption), shall be lettered "R- " and numbered consecutively from One (1) upward and principal shall become due and payable on March 1 in each of the years and in amounts (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about September 12, 2024), or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Obligations shall be payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2025.

SECTION 3: Payment of Obligations - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Obligations shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Obligations.

The selection and appointment of ______, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Obligations is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Obligations, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Obligations are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Obligations by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Obligations appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Obligations, (ii) on the date of surrender of the Obligations for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Obligations or at the Obligations' Stated Maturity, and (iii) on any date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of an Obligation for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Obligations shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Obligations was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of an Obligation appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. [The Obligations are not subject to redemption prior to Stated Maturity.]

A. Mandatory Redemption of Term Notes. The Obligations stated to mature on March 1, 20__ are referred to herein as the "Term Notes". The Term Notes are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Obligation Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on March 1 in each of the years as set forth below:

Term Notes
Stated to Mature
on March 1, 20__

Year	Principal Amount ($)

*Payable at Stated Maturity.

The principal amount of a Term Note required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Notes of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Obligation Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Obligations. The Obligations having Stated Maturities on and after March 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on March 1, 20__, or any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Obligations (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Obligations, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the County to exercise the right to redeem the Obligations shall be entered in the minutes of the Board of the County.

D. Selection of Obligations for Redemption. If less than all Outstanding Obligations of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Obligations to be redeemed, provided that if less than the entire principal amount of a Obligation is to be redeemed, the Paying Agent/Registrar shall treat such Obligation then subject to redemption as representing the number of Obligations Outstanding which is obtained by dividing the principal amount of such Obligation by $5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Obligations, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States Mail, first-class postage prepaid, in the name of the County and at the County's expense, by the Paying Agent/Registrar to each Holder of a Obligation to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, The Bond Buyer and The Wall Street Journal), or in the State of Texas (including, but not limited to, The Texas Bond Reporter).

All notices of redemption shall (i) specify the date of redemption for the Obligations, (ii) identify the Obligations to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Obligations, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Obligations, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Obligation is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Obligation (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Obligations (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Obligation (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Obligations shall not be deemed to be Outstanding.

F. Transfer/Exchange of Obligations. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Obligations called for redemption, in whole or in part, during a period beginning forty five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Obligation which is subject to partial redemption.

SECTION 5: Execution - Registration. The Obligations shall be executed on behalf of the Issuer by the County Judge (or Presiding Commissioner) under the seal of the Commissioners Court reproduced or impressed thereon, countersigned by the County Clerk or Deputy County Clerk, and registered by the County Treasurer or Assistant County Treasurer. The signature of any of said officers on the Obligations may be manual or facsimile. Obligations bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Obligations to the Purchasers (hereinafter defined) and with respect to Obligations delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Obligation shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Obligation either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Obligation shall be conclusive evidence, and the only evidence, that such Obligation has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Obligations - Predecessor Obligations. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Obligations, or, if appropriate, the nominee thereof. Any Obligation may, in accordance with its terms and the terms hereof, be transferred or exchanged for Obligations of other authorized denominations upon the Security Register by the

Holder, in person or by his duly authorized agent, upon surrender of such Obligation to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Obligation at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Obligations of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Obligation or Obligations surrendered for transfer.

At the option of the Holder, Obligations may be exchanged for other Obligations of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Obligations surrendered for exchange upon surrender of the Obligations to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Obligations are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver, the Obligations to the Holder requesting the exchange.

All Obligations issued upon any transfer or exchange of Obligations shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Obligations surrendered upon such transfer or exchange.

All transfers or exchanges of Obligations pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Obligations canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Obligations, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Obligation or Obligations registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Obligations shall include any Obligation registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Obligation which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Obligation.

SECTION 7: <u>Initial Obligation</u>. The Obligations herein authorized shall be initially issued as a fully registered Obligation in the total principal amount of $_,___,___ with principal installments to become due and payable as provided in Section 2 and numbered T-1 (the *Initial Obligation*), and the Initial Obligation shall be registered in the name of the Purchasers or the designee thereof. The Initial Obligation shall be the Obligations submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas. At any time after the delivery of the

Initial Obligation to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or their designee, shall cancel the Initial Obligation delivered hereunder and exchange therefor definitive Obligations of like kind and of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named and at the addresses identified therefor; all in accordance with and pursuant to such written instructions from the Purchasers, or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: FORMS.

A. Forms Generally. The Obligations, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Obligations shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Obligations, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced) and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Obligations as evidenced by their execution thereof. Any portion of the text of any Obligation may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Obligation.

The definitive Obligations shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Obligations as evidenced by their execution thereof, but the Initial Obligation submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

[The remainder of this page intentionally left blank.]

B. Form of Definitive Obligation.

REGISTERED
NO. ____________

REGISTERED
PRINCIPAL AMOUNT
$_______________

United States of America
State of Texas
BURNET COUNTY, TEXAS
TAX NOTES, SERIES 2024

Dated Date	Interest Rate:	Stated Maturity:	CUSIP NO:
September 1, 2024	___________	______________	____________

REGISTERED OWNER: ____

PRINCIPAL AMOUNT: ____ DOLLARS

Burnet County, Texas (the *Issuer* or the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about September 12, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2025.

Principal and premium, if any, on this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Obligation (or one or more Predecessor Obligations, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Obligation is one of the series specified in its title issued in the aggregate principal amount of $_,___,___ (the *Obligations*) pursuant to an order adopted by the Commissioners Court of the Issuer (the *Order*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for (i) purchasing election equipment; (ii) for designing, constructing, renovating, improving, reconstructing, restructuring and extending County jail facilities; (iii) streets, roads, thoroughfares, alleys, sidewalks, bridges, and intersections, including drainage, utility line relocations, entryways, landscaping, lighting, curbs, gutters, traffic signalization, and the acquisition of land and rights-of-way therefor; (iv) purchasing materials, supplies, equipment, information technology, machinery, buildings, land, and rights-of-way for authorized needs and purposes, and (v) to pay professional services relating to the aforementioned projects and relating to the issuance of the Obligations.

The Obligations of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the Issuer within the limitations prescribed by law.

[As specified in the Order, the Obligations are not subject to redemption prior to the Stated Maturity.]

The Obligations stated to mature on March 1, 20__ are referred to herein as the "Term Notes". The Term Notes are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Obligation Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on March 1 in each of the years as set forth below:

Term Notes
Stated to Mature
on March 1, 20__

Year	Principal Amount ($)

*Payable at Stated Maturity.

The principal amount of a Term Note required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Notes of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Obligation Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Resolution, the Obligations having Stated Maturities on and after March 1, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on March 1, 20__, or any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

If this Obligation (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Obligation (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Obligation is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Obligation, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Obligation that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Obligations; the terms and conditions relating to the transfer or exchange of the Obligations; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Obligation may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Obligation, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Obligations of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a

Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Obligations is duly authorized by law, that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Obligation in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Obligations does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Obligations by the levy of a tax as aforestated. In case any provision in this Obligation or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Obligation and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Commissioners Court of the Issuer has caused this Obligation to be duly executed under its official seal of its Commissioners Court.

BURNET COUNTY, TEXAS

By:__________________________________
Presiding Commissioner

COUNTERSIGNED:	REGISTERED:
__________________________________	__________________________________
County Clerk and Ex-Officio Clerk of the Commissioners Court	County Treasurer

(SEAL OF THE COMMISSIONERS COURT)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Obligation Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. __________
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Obligation has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this ____________________.

____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Obligations Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Obligation has been duly issued under the provisions of the within-mentioned Order; the Obligation or Obligations of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

______, _____, _____ as Paying Agent/Registrar

By: ______________________________
Authorized Signature

____

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): ____________________________________

____

(Social Security or other identifying number): ____

the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________attorney to transfer the within Obligation on the books kept for registration thereof, with full power of substitution in the premises.

DATED: ____________________________

____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Obligation in every particular.

Signature guaranteed:

____

F. The Initial Obligation shall be in the respective forms set forth in paragraph B of this Section, except that the form of a single fully registered Initial Obligation shall be modified as follows:

(i) immediately under the name of the Obligation(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";

(ii) the first two paragraphs shall read as follows:

Burnet County, Texas (the *Issuer* or the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on first day of March in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about September 12, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity, or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year (each, an *Interest Payment Date*), commencing March 1, 2025.

Principal, and premium if any, of this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, (provided, however, with respect to principal payments prior to the final Stated Maturity, or prior redemption, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of ______, _____, _____ (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Obligations, the Definitive Obligations and the Initial Obligation shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the County Judge (or Presiding Commissioner), County Treasurer, County Deputy Treasurer, County Clerk or Deputy County Clerk, and/or the County Auditor.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

C. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

D. The term *Depository* shall mean an official depository bank of the Issuer.

E. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Obligations.

F. The term *Holder* or *Holders* shall mean the registered owner, whose name appears in the Security Register, for any Obligation.

G. The term *Interest Payment Date* shall mean the date interest is payable on the Obligations, being March 1 and September 1 of each year, commencing March 1, 2025, while any of the Obligations remain Outstanding.

H. The term *Issuer* shall mean Burnet County, Texas, and, where appropriate, the Commissioners Court of the Issuer.

I. The term *Obligation Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

J. The term *Obligations* shall mean the $_,___,___ "BURNET COUNTY, TEXAS TAX NOTES, SERIES 2024" authorized by this Order.

K. The term *Order* shall mean this order finally adopted by the Commissioners Court of the Issuer on August 13, 2024.

L. The term *Outstanding* when used in this Order with respect to Obligations shall mean, as of the date of determination, all Obligations issued and delivered under this Order, except:

(1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Order; and

(3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Order.

M. The term *Purchasers* shall mean the initial purchasers of the Obligations named in Section 18 of this Order.

N. The term *Stated Maturity* shall mean the annual principal payments of the Obligations payable on March 1 of each year, as set forth in Section 2 of this Order.

SECTION 10: Obligation Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated "TAX NOTES SERIES 2024 INTEREST AND SINKING FUND" (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of, premium, if any, and interest on the Obligations as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund or account established or described by this Order, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments in the Obligation Fund shall be made in such a manner that the money required to be expended from the Obligation Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund or account established or described pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund or account. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Obligations being (i) the interest on the Obligations and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Obligations or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Obligation Fund and are thereafter pledged to the payment of the Obligations. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

SECTION 12: Deposits to Obligation Fund - Surplus Obligation Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Obligation Fund prior to a principal and interest payment date for the Obligations, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Obligations as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Obligations shall be deposited to the Obligation Fund. In addition, any surplus proceeds from the sale of the Obligations, including investment income thereon, not expended for authorized purposes shall be deposited in the Obligation Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Cancellation. All Obligations surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Obligations held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 17: Mutilated, Destroyed, Lost, and Stolen Obligations. If (1) any mutilated Obligation is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Obligation has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Obligation, pay such Obligation.

Upon the issuance of any new Obligation or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Obligations.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Obligations.

SECTION 18: Sale of Obligations – Approval of Purchase Contract – Use of Proceeds. The Obligations authorized by this Order are hereby sold by the Issuer to _____, _____, _____ (the *Purchasers,* and having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter dated August 13, 2024 (the *Purchase Contract*) attached hereto as Exhibit B and incorporated hereby by reference as a part of this Order for all purposes. The Initial Obligation shall be registered in the name of _______. The pricing and terms of the sale of the Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge (or Presiding Commissioner) and/or County Clerk or Deputy County Clerk are hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of the Commissioners Court, and in regard to the approval and execution of the Purchase Contract, the Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Obligations shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Obligation Fund.

(2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be acquired or constructed with the proceeds of the Obligations. This special account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest

earned on the proceeds of the Obligations pending completion of construction or acquisition of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Order.

SECTION 19: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date shall mean the date of physical delivery of the Initial Obligation in exchange for the payment in full by the Purchasers.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Obligations.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Obligations are invested and which is not acquired to carry out the governmental purposes of the Obligations.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Obligations. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Obligations has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligation to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Obligations:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Obligations, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Obligations or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Obligations to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Obligations to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Obligations directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Obligations.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder.

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Obligation is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Obligations with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Obligations until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Obligations by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Obligation Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Obligations equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of

the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Obligations, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Obligations not been relevant to either party.

J. Obligations Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.

(2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The Issuer hereby directs and authorizes any Authorized Official and Bond Counsel, either individually or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Obligations. Such elections shall be deemed to be made on the Closing Date.

L. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Obligations as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) during the calendar year in which the Obligations are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Obligations, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2024 by the Issuer (including any subordinate entities) will not exceed $10,000,000; and (c) the Issuer will take such action or refrain from such action as is necessary in order that the Obligations will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 20: Control and Custody of Obligations. The County Judge (or Presiding Commissioner) shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Obligations pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Obligations to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Obligations, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Obligation to the Purchasers and the initial exchange thereof for definitive Obligations.

SECTION 21: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Obligations, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Obligations, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Obligations or the principal amount(s) thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Obligations, or the principal amount(s) thereof, on or prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Obligations . In the event of a defeasance of the Obligations, the Issuer shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Obligations. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Obligations such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Obligations that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Obligations for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Obligations immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Obligations, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Obligations.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Obligations is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Obligations, this opinion to be dated and delivered as of the date of initial delivery and payment for such Obligations. Printing of a true and correct copy of this opinion on the reverse side of each of the Obligations, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk or Deputy County Clerk of the Issuer is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Order a Contract - Amendments - Outstanding Obligations. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Obligations. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Obligation remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Obligations, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, or interest on the Obligations, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Obligations, (2) give any preference to any Obligation over any other Obligation, or (3) reduce the aggregate principal amount of Obligations required for consent to any such amendment, addition, or rescission.

SECTION 26: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel, Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 27: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 28: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32: Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Obligations. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Obligation or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Obligation.

SECTION 36: Continuing Disclosure Undertaking.

Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

The Obligations are being sold pursuant to a private placement with the Purchasers, generally in denominations of $100,000 or any integral multiple of $5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Obligations. Accordingly, no contract to provide continuing disclosure information after the issuance of the Obligations has been made by the Issuer with investors.

SECTION 37: Book-Entry Only System.

The Obligations may be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligation described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representation Letter*).

With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive an Obligation evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Obligations shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Obligations shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Obligations may be registered in whatever name or names the Holders of Obligations transferring or exchanging the Obligations shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Obligation and all notices with respect to such Obligation shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 38: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Obligations, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Obligations, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to

(i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Obligations by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Accounting Reports. The Issuer shall provide annually to the Purchasers for so long as it is the holder of the Obligations, within 270 days after the end of each fiscal year ending in or after 2024, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within six months after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchaser when and if the audit report on such statements become available.

SECTION 40: Contract with Financial Advisor. The Governing Body authorizes any Authorized Official, or their designee thereof, to take all actions necessary to execute any necessary financial advisory contract with SAMCO Capital Markets, Inc., as the financial advisor to the Issuer (the *Financial Advisor*). The Issuer understands that under applicable federal securities laws and regulations that the Issuer must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Obligations.

SECTION 41: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Representative, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Obligations; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Obligations.

SECTION 42: Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

[*The remainder of this page left intentionally blank.*]

PASSED AND ADOPTED on the 13th day of August, 2024.

BURNET COUNTY, TEXAS

____

Presiding Commissioner

ATTEST:

____

County Clerk and Ex-Officio Clerk of
the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

[The remainder of this page intentionally left blank.]

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	DTC Letter of Representations

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

DTC Letter of Representations

See Tab No. __

Regular Session 19.
Meeting Date: 08/13/2024

Subject
Discussion and/or action regarding the approval of: (Oakley)
a. November 5, 2024 Order of Election (attachment: Nov. 2024 General Election ORDER OF GENERAL ELECTION)
b. 2 year appointments of Election Judges and Alternate Judges, and Central Count Judge, Alternate Judge and Manager and Tabulation Supervisor (attachment: 2024 Gen. Election Judges)
c. Relocation of Precinct 15 polling location to Briggs Firehouse during remodel of Community Center

Attachments
Order of Gen. Election
Gen Elect Judges

ORDER OF GENERAL ELECTION
(ORDEN DE ELECCIÓN GENERAL)

An election is hereby ordered to be held on November 5, 2024, in Burnet County, Texas for the purpose of electing the following county officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección general el 5 de noviembre de 2024, en el Condado de Burnet, Texas, con el propósito de elegir los siguientes oficials del condado como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas.)

Offices *(Oficiales)*

County Attorney *(Fiscal del Condado)*
Sheriff *(Sherife)*
County Tax Assessor-Collector *(Asesor-Colector de Impuestos del Condado)*
County Commissioner, Pct. No. 1 *(Comisionado del Condado, Precinto Núm. 1)*
County Commissioner, Pct. No. 3 *(Comisionado del Condado, Precinto Núm. 3)*
Constable, Pct. No. 1 *(Agente de Policía, Precinto Núm.1)*
Constable, Pct. No. 2 *(Agente de Policía, Precinto Núm.2)*
Constable, Pct. No. 3 *(Agente de Policía, Precinto Núm.3)*
Constable, Pct. No. 4 *(Agente de Policía, Precinto Núm.4)*

Early voting by personal appearance will be conducted, starting October 21, 2024 and ending on November 1, 2024 at the following locations and times:
(La votación adelantada en persona se llevará acabo, empezando el 21 de octubre de 2024 y terminado el 1 de noviembre de 2024, en los siguientes lugares y horaria:

Polling Place	**Address**	**City**
AgriLife Auditorium *Main EV Location	607 N. Vandeveer	Burnet, TX 78611
Bertram Community Center	340 S. Gabriel St.	Bertram, TX 78605
Granite Shoals Community Center	1208 N. Phillips Ranch Rd.	Granite Shoals, TX 78654
Texas Tech at Marble Falls	806 Steve Hawkins Pkwy.	Marble Falls, TX 78654

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Oct. 21 **8am-5pm**	*Oct. 22* **8am-5pm**	*Oct. 23* **8am-5pm**	*Oct. 24* **7am-7pm**	*Oct. 25* **8am-5pm**	*Oct. 26* **8am-5pm** ***AgriLife** **7am-7pm**
Oct. 27 ****AgriLife*** ***Only*** ***10am-4pm***	*Oct. 28* **8am-5pm** ***AgriLife** **7am-7pm**	*Oct. 29* **8am-5pm** ***AgriLife** **7am-7pm**	*Oct. 30* **8am-5pm** ***AgriLife** **7am-7pm**	*Oct. 31* **7am-7pm**	*Nov. 1* **8am-5pm** ***AgriLife** **7am-7pm**	

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:

Douglas Ferguson
220 S. Pierce St.
Burnet, TX 78611

Application may also be filled out, signed, then scanned and emailed to:
elections@burnetcountytexas.org
Aplicación también puede ser llenado , firmado , a continuación, escaneada y enviada por correo electrónico: elections@burnetcountytexas.org

Applications for ballots by mail (ABBM's) and Federal Post Card Applications (FPCA's) must be received no later than the close of business on October 25, 2024.
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 25 día de Octubre de 2024.

Issued this the 13th day of August, 2024.
(Emitada este día el 13 de agosto de 2024.)

____

James Oakley
County Judge of Burnet County, TX
(Juez del Condado, Condado de Burnet, TX)

Burnet County Democrat Judges	**Appointee**
Burnet County AgriLife	Michelle Devaney
Grace United Methodist Church	Byron Tucker
Spicewood Community Center	Joan Altobelli
Silver Creek Community Center	Martha Patino Van Vleck
Smithwick Community Center	Roseann Thornton
Cassie Subdivision Community Center	Lindsey Mohan
Hoover Valley Volunteer Fire Dept.	Charlotte Broadway
Highland Haven Community Center	Christine Bowman
Iglesia Bautista Church Hall	John Kelso
Naruna Church Bldg.	Steve (Donald) Hewett
Bertram Community Center	Betty Blackmond
Joppa Fellowship Hall	Tonya Carter Lopez
Lake Victor Community Center	Suzanne Watson
Briggs Fire Station	Marilyn Kelso
Oakalla Community Center	Teri Lum
Granite Shoals Comm Center	George LaChance
Texas Tech University at Highland Lakes	Marsha Neel
Meadowlakes City Hall	Kimberly Clifton
Church of Christ	Jamie Horn
Central Counting Judge	Nancy Hill
Burnet County Republican Judges	**Appointee**
02 Burnet County AgriLife	Darlene Hargett
03 Grace United Methodist Church	Libby Edwards
04 Spicewood Community Center	Bill Earnest
05 Silver Creek Community Center	Rebecca Frietas
06 Smithwick Community Center	Rocky Vaclavick
07 Cassie Subdivision Community Center	Londa Chandler
08 Hoover Valley Volunteer Fire Dept.	Brandon Smith
09 Highland Haven Community Center	Lucille Moody
10 Iglesia Bautista Church Hall	John White
11 Naruna Church Bldg.	Tye Vann
12 Bertram Community Center	Bruce Boka
13 Joppa Fellowship Hall	Sandra St. James
14 Lake Victor Community Center	Cody Rutledge
15 Briggs Fire Station	Dawn Knox
16 Oakalla Community Center	Caroline Liles
18 Granite Shoals Comm Center	Catherine Bell
19 Meadowlakes City Hall	Gale Shaw
19 Texas Tech University at Highland Lakes	Janice Estill
20 Church of Christ	Mary Jane Avery
Central Counting Judge	Karen Seaver
Standby Judge Appointee	Earl Bishop
Standby Judge Appointee	Sharon Francz
Standby Judge Appointee	CJ Pfau
Standby Judge Appointee	Sally Tutor
Standby Judge Appointee	Martha Mezger
Standby Judge Appointee	Garrett Wood

Standby Judge Appointee	Russell Tutor
Standby Judge Appointee	Donna Clark
Standby Judge Appointee	Susan Doyle
Standby Judge Appointee	Marke Stracke
Standby Judge Appointee	Cathy Flowers
Central Count Manager	Chris Guzman
Tally Supervisor	Doug Ferguson

Regular Session 25.

Meeting Date: 08/13/2024

Subject

Acknowledgement of Receipt:

a. MIS Summary

b. TCEQ Notice

c. Marble Falls Area EMS July Update

Attachments

MIS Summary

TCEQ

EMS update

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

8/13 CC AIR AA

July 29, 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 June 30, 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	33
FISH AND WILDLIFE SRVC	ACRE	160	22
PRIVATE LAND	ACRE	56,739	427
	Total	65,408	

Agreement/Property Summary

Total Agreements/Properties Worked: 54/54
Total Person-day-visits: 482

Agreement Common Name	Time	Person-day-visits
4s ranch llc	47 : 00	22
708 ranch	2 : 00	2
bar h bar land and cattle co	24 : 00	5
bar w ranch	3 : 00	2
bible ranch	70 : 00	25
bishop ranch	0 : 45	0
brown ranch	10 : 00	9
burnam ranch	14 : 00	6
burnet	24 : 00	3
campbell ranch llc	6 : 00	2
cedar ridge	13 : 30	10
city of marble falls	7 : 00	2
clear springs ranch	44 : 30	15
cockrell ranch	12 : 30	7
creek	21 : 00	17
crutchfield place	3 : 30	5
d-cross ranch	25 : 00	10
ebeling ranch	44 : 00	22
elliott ranches	9 : 30	7
estes ranch	40 : 00	16
evans ranches	36 : 00	16
fowler ranch	2 : 00	1
frazier ranch	17 : 30	9
g bar m	12 : 30	2
green pasture ranch	14 : 00	7
hamilton ranch	10 : 30	10
hardin ranch	21 : 35	17
inks dam national fish hatchery	27 : 46	22
kingma place	2 : 30	3

Agreement Common Name	Time	Person-day-visits
knobelsdorf ranch	2 : 45	5
legends golf course	6 : 00	3
mcandrew ranch	10 : 00	4
morelands	43 : 00	17
morris ranch	5 : 00	4
oak alley ranch	9 : 00	5
owens ranch	4 : 00	3
panther creek/ double creek ranch	11 : 00	2
park ranch	3 : 30	4
petterson place	12 : 30	12
shifflett ranch	38 : 15	28
simmons m. pasture	22 : 00	11
sunnymark ranch	1 : 00	1
t moore ranch	20 : 00	12
taylor home place	21 : 30	16
thompson ranch	37 : 30	14
three creek ranch	32 : 00	11
tnt ranch	7 : 30	8
ussery ranch	5 : 30	4
v700 ranch llc	12 : 00	4
wagon springs ranch	9 : 30	5
watson place	14 : 00	6
wolf creek ranch	37 : 00	25
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
Dimler, Michael	22 : 30					22 : 30
Fidler, Dennis	4 : 00					4 : 00
Flach, Chad	12 : 00					12 : 00
Flaningan, Patrick	84 : 00					84 : 00
Mcniel, Trenton	787 : 06		23 : 15			810 : 21
Sandoval, Rafael	3 : 00					3 : 00
Total	912 : 36	0.0	23 : 15	0 : 00	0 : 00	935 : 51

Take Summary

Target Intentional

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
Armadillos, Nine-Banded										
traps, cage	1									
Total	1									
Bobcats										
snares, neck	1									
Total	1									
Coyotes										
m-44 cyanide capsule	22									
snares, neck	100									
Total	122									
Dogs, Feral, Free-Ranging And Hybrids										
snares, neck	3									
Total	3									
Foxes, Gray										
m-44 cyanide capsule	3									
snares, neck	6									
Total	9									
Foxes, Red										
snares, neck	1									
Total	1									
Raccoons										
snares, neck	7									
Total	7									
Swine, Feral										
snares, neck	12									
traps, cage	199									
Total	211									
Vultures, Black										
traps, cage	134									
Total	134									
Bottom Line Total	489									

Target Un-Intentional

no take data of this type.

Non-Target Un-Intentional

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
Deer, White-Tailed (Wild)										
snares, neck	1									
Total	1									
Bottom Line Total	1									

Damage Summary

Loss Reported

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Commercial Game Animals (Pen-Raised)						
mammals, deer, axis	coyotes	predation	3	0	14 ea	$23,064
Commercial Game Animals (Pen-Raised) **Sub Total**			3	0	14 ea	$23,064
Livestock						
cattle calves (beef)	coyotes	predation	2	0	2 ea	$1,763
goats, meat (kids)	coyotes	damage threat	2	2	2 in	$0
goats, meat (kids)	coyotes	predation	4	2	34 ea	$3,094
goats, z-(other adults)	coyotes	damage threat	1	1	1 in	$0
goats, z-(other adults)	coyotes	predation	1	0	12 ea	$2,241
goats, z-(other kids)	coyotes	predation	2	0	15 ea	$1,365
sheep (lambs)	coyotes	predation	2	2	10 ea	$2,009
Livestock **Sub Total**			14	7	73 ea 3 in	$10,472
Range/Pasture						
pasture	swine, feral	damage threat	1	1	1 in	$0
rangeland	swine, feral	damage	1	1	20 acre	$20,000
Range/Pasture **Sub Total**			2	2	20 acre 1 in	$20,000
AGRICULTURE **Sub Total**			19	9	20 acre 87 ea 4 in	$53,536
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

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
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	24	14	20 acre 87 ea 9 in	$53,536

Loss Verified

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Commercial Game Animals (Pen-Raised)						
mammals, deer, axis	coyotes	predation	3	0	3 ea	$4,942
mammals, deer, white-tailed ag	coyotes	predation	1	0	1 ea	$9,000
mammals, z-exotic game (other)	coyotes	predation	1	0	1 ea	$500
Commercial Game Animals (Pen-Raised) **Sub Total**			5	0	5 ea	$14,442
Range/Pasture						
pasture	swine, feral	damage	1	0	10 acre	$13,900
Range/Pasture **Sub Total**			1	0	10 acre	$13,900
AGRICULTURE **Sub Total**			6	0	10 acre 5 ea	$28,342
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	9	2	10 acre 7 ea 1 in	$191,342

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 11
Total distinct DC (all non TA) Species/Resource conflicts: 45

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	7	1												8	9	
geese, canada		1												1	1	
swine, feral	1	2												3	3	
vultures, black	2	1												3	3	
Total	10	5	0	0	0	0	0	0	0	0	0	0	0	15	16	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	10	5												15	16	
Total	10	5	0	0	0	0	0	0	0	0	0	0	0	15	16	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
cattle adult (beef)	coyotes	0	2
cattle calves (beef)	coyotes	0	75
designated natural areas	swine, feral	0	1
dikes/dams/impoundments	vultures, black	2	23
fish, z-(other)	vultures, black	0	1
goats, meat (kids)	coyotes	4	46
goats, meat (kids)	raccoons	0	14
goats, z-(other adults)	coyotes	1	3
goats, z-(other kids)	coyotes	0	30
goats, z-(other kids)	foxes, gray	0	15
goats, z-(other kids)	raccoons	0	4
goats, z-(other kids)	swine, feral	0	1
golf courses	geese, canada	0	3
grasses/sod	armadillos, nine-banded	0	1
hayfields, mixed species	swine, feral	0	36
hlth/sfty, human z-(general)	coyotes	1	1
hlth/sfty, human z-(general)	foxes, gray	0	60
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	45
hlth/sfty, human z-(general)	swine, feral	0	8

Resource	Species	Proj Start Button	WTs (Occurs)
mammals, deer, axis	coyotes	0	109
mammals, deer, axis	foxes, gray	0	31
mammals, deer, axis	foxes, red	0	15
mammals, deer, axis	raccoons	0	21
mammals, deer, fallow	coyotes	0	4
mammals, deer, white-tailed ag	bobcats	0	14
mammals, deer, white-tailed ag	coyotes	0	32
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	4
mammals, z-exotic game (other)	raccoons	0	7
pasture	swine, feral	1	92
pets (companion/hobby animals)	coyotes	1	3
rangeland	swine, feral	1	81
sheep (adult)	coyotes	0	22
sheep (adult)	dogs, feral, free-ranging and hybrids	0	22
sheep (lambs)	caracaras, northern crested	0	1
sheep (lambs)	coyotes	2	2
sheep (lambs)	foxes, red	0	11
sheep (lambs)	raccoons	0	11
sheep (lambs)	vultures, black	0	2
sheep (lambs)	vultures, turkey	0	1
turf and/or flowers	swine, feral	1	14

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

8/13 cc w/ AR
g.d.

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

PROPOSED PERMIT NO. WQ0016564001

APPLICATION. US Trinity Smithwick, LLC, 200 Highland Circle, Argyle, Texas 76226, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Land Application Permit (TLAP) No. WQ0016564001 to authorize the disposal of treated wastewater at a volume not to exceed a daily average flow of 180,000 gallons per day via surface application on 70.2 acres of land. The domestic wastewater treatment facility and disposal area will be located approximately 0.25 miles southwest of the intersection of County Road 344 and Old Ranch-to-Market Road 1431, near the city of Marble Falls, in Burnet County, Texas 78654. TCEQ received this application on June 25, 2024. The permit application will be available for viewing and copying at Marble Falls City Hall, Public Notices Board, 800 3rd Street, Marble Falls, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage: https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tlap-applications. 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=-98.15286,30.553725&level=18

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at: https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tlap-applications.
El aviso de idioma alternativo en español está disponible en https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tlap-applications.

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, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from US Trinity Smithwick, LLC at the address stated above or by calling Ms. Lauren Crone, P.E., Senior Project Manager, LJA Engineering, at 512-439-4700.

Issuance Date: July 30, 2024

Comisión de Calidad Ambiental del Estado de Texas

AVISO DE RECIBO DE LA SOLICITUD E
INTENCION DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA

PERMISO PROPUESTO NO. WQ0016564001

SOLICITUD. US Trinity Smithwick, LLC, 200 Highland Circle, Argyle, Texas 76226 ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) para el propuesto Permiso No. WQ0016564001 de disposición de aguas residuales] para autorizar la disposición de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 180,000 galones por día mediante aplicación superficial en 70.2 acres de tierra. La planta de tratamiento de aguas domésticos residuales y el área de disposición están ubicados en aproximadamente a 0.25 millas al suroeste de la intersección de County Road 344 y Old Ranch-to-Market Road 1431, cerca la ciudad de Marble Falls, en el condado de Burnet, Texas 78654. La TCEQ recibió esta solicitud el día el 25 de junio de 2024. La solicitud para el permiso estará disponible para leerla y copiarla en Ayuntamiento de Marble Falls, tablón de anuncios públicos, 800 3rd Street, Marble Falls, Texas antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web: https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tlap-applications.
Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.
https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.15286,30.553725&level=18

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.

Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Ademas, puede pedir que la TCEQ ponga su nombre en una or mas de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado especifico. Si desea que se agrega su nombre en una de las listas designe cual lista(s) y envia por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN A LA AGENCIA. Todos los comentarios públicos y

solicitudes deben ser presentadas electrónicamente vía http://www14.tceq.texas.gov/epic/eComment/ o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del US Trinity Smithwick, LLC a la dirección indicada arriba o llamando a Senora Lauren Crone, P.E, LJA Engineering, al (512) 439-4700.

Fecha de emisión 30 de julio de 2024

MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE
JULY 25, 2024

Marble Falls Area EMS
Jun-24

Burnet County - Unincorporated	**#**	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response	16				
Zone 1 (ESD 6) - Priority 2 Response	5				
Zone 1 - Total Calls	21	10.49	15.20	11.67	26.81
Zone 4 (ESD 3) - Priority 1 Response	25				
Zone 4 (ESD 3) - Priority 2 Response	5				
Zone 4 - Total Calls	30	9.72	7.09	9.23	23.45
Zone 1 & 4 - Priority 1 Response	41				
Zone 1 & 4 - Priority 2 Response	10				
Zone 1 & 4 - Total Calls	51	10.03	11.15	10.27	24.81
Hoover Valley - Priority 1 Response	4				
Hoover Valley - Priority 2 Response	2				
Hoover Valley - Total Calls	6	13.68	16.63	14.86	31.99
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	45				
Total - Priority 2 Response	12				
Total - Total Calls	57	10.30	12.06	10.71	25.51

Medic 21,22,23,25 - Marble Falls	26	44.83%	No Treatment No Transport	12	
Medic 24 - Granite Shoals	29	50.00%	Treatment No Transport	1	
Medic 26 - ESD 1 - Horseshoe Bay	2	3.45%	Unfounded	3	
Medic 28 - ESD 9 - Spicewood	1	1.72%	Call Cancelled	5	
Command Only	0	0.00%	Dead On Scene	0	
Total Medic Unit Responses	58	100.00%	Total Calls Not Transported	21	36.84%

# Of Calls That Required Multiple MFAEMS Unit Response		1
Total Calls Transported	36	63.16%

Marble Falls Area EMS

Jun-24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	30		81.08%
Seton Highland Lakes	3		8.11%
Llano Midcoast	0		0.00%
Saint Davids Hospital	0		0.00%
Heart Hospital of Austin	0		0.00%
South Austin Medical Center	1		2.70%
Round Rock Medical Center	0		0.00%
Seton Medical Center	0		0.00%
Seton Medical Williamson	1		2.70%
Seton Southwest Hospital	0	10.81%	0.00%
Dell Seton Medical Center	1		2.70%
Dell Children's Hospital	0		0.00%
Dell Children's Medical Center North	0		0.00%
Baylor Scott & White Lakeway	1		2.70%
Baylor Scott & White University	0		0.00%
Cedar Park Regional	0		0.00%
Total Patients Transported	37	71.15%	100.00%
No Treatment No Transport	14		
Treatment No Transport	1		
Dead On Scene	0		
Total Patients Not Transported	**15**	**28.85%**	
Total Patient Contacts	**52**	**100.00%**	

Patients - Male	22
Patients - Female	30
Total	52
Average Patient Age	56
Non-Emergent Transport	34
Emergent Transport	3
Total Transports	37
Air Medical Transports	1

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

				MF	Priority 1	Priority 2	Extended
Pickup	Zone	DOS	Dispatched	On Location	Response	Response	Response
Campa Pajama Lane	Burnet County Z 4	6/1/2024	13:58	14:22	23.62	-	Extended response due to M26 responding from HSB as closest unit

Priority 1	45
< 20 Minutes	1
Priority 2	12
< 35 Minutes	0

Marble Falls Area EMS
FY 24

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	272		74.11%
Seton Highland Lakes	44		11.99%
Llano Midcoast	0		0.00%
Saint Davids Hospital	0		0.00%
Heart Hospital of Austin	0		0.00%
South Austin Medical Center	5		1.36%
Round Rock Medical Center	0		0.00%
Seton Medical Center	0		0.00%
Seton Medical Williamson	9		2.45%
Seton Southwest Hospital	0	13.90%	0.00%
Dell Seton Medical Center	19		5.18%
Dell Children's Hospital	2		0.54%
Dell Children's Medical Center North	1		0.27%
Baylor Scott & White Lakeway	12		3.27%
Baylor Scott & White University	0		0.00%
Cedar Park Regional	3		0.82%
Total Patients Transported	367	76.30%	100.00%
No Treatment No Transport	84		
Treatment No Transport	29		
Dead On Scene	1		
Total Patients Not Transported	114	23.70%	
Total Patient Contacts	481	100.00%	

Patients - Male	235
Patients - Female	246
Total	481
Average Patient Age	60
Non-Emergent Transport	318
Emergent Transport	49
Total Transports	367
Air Medical Transports	19

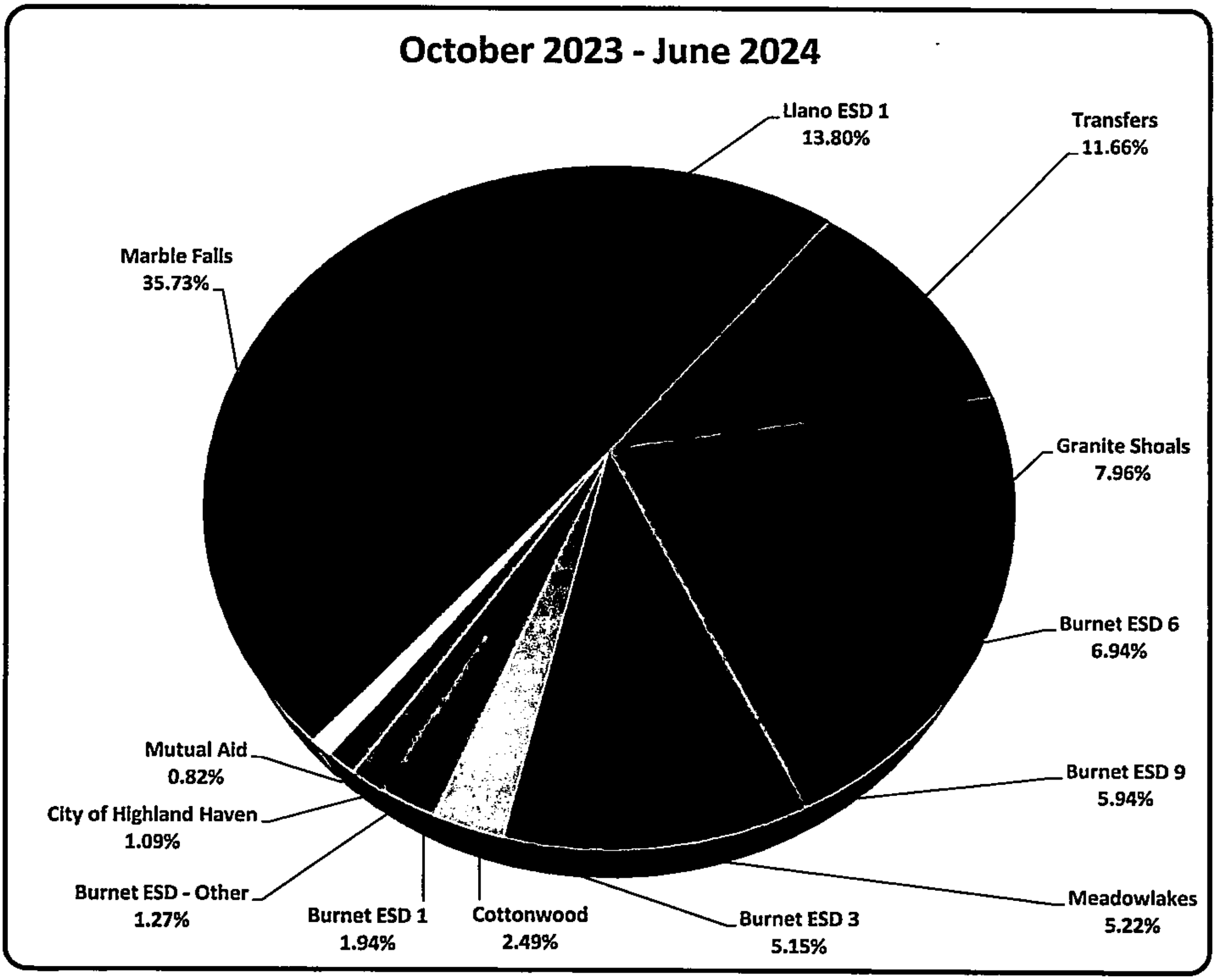
EMS Service PS4450-02

Marble Falls Area EMS

Call Volume Location

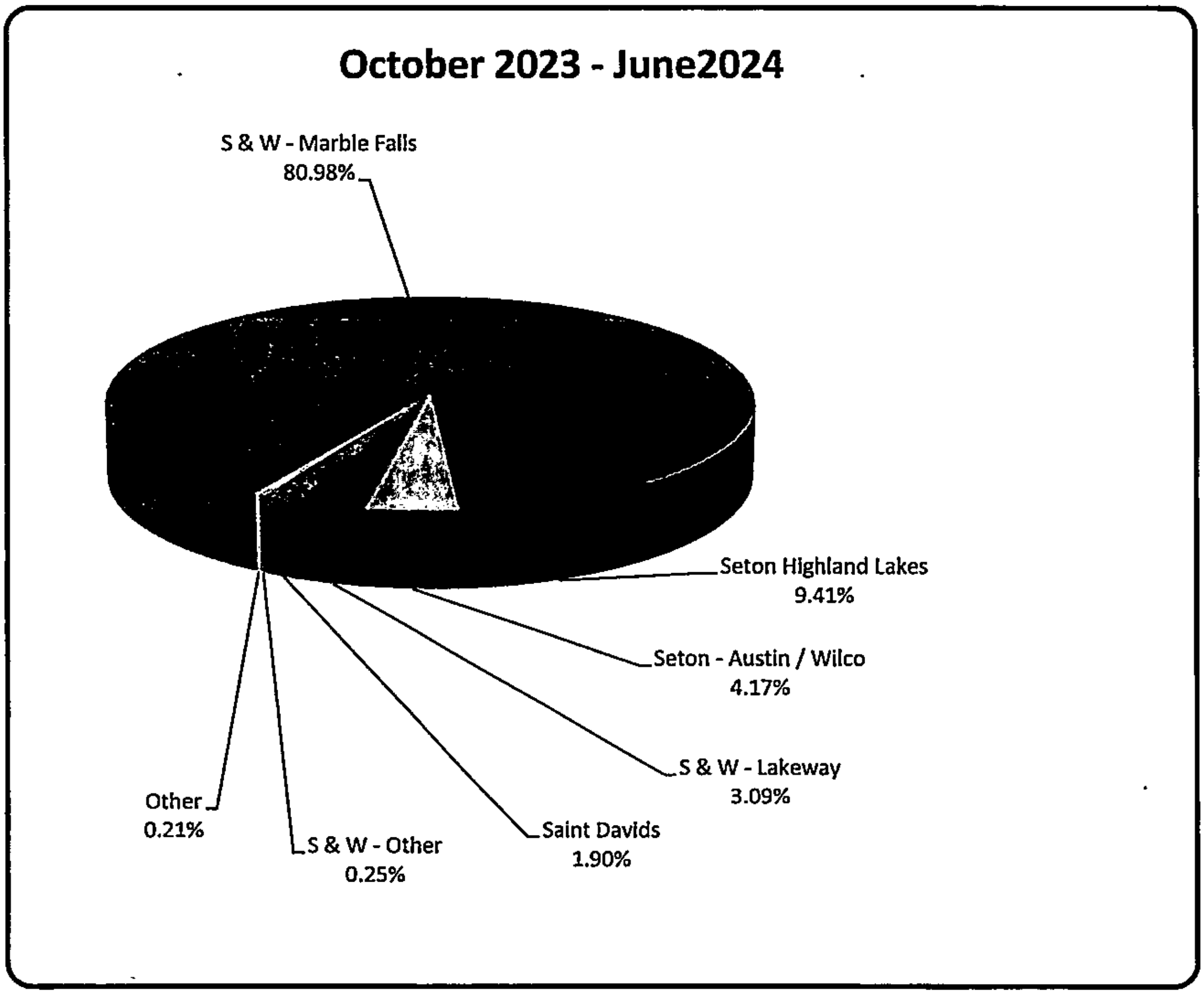
FY - 2024

Marble Falls	1437	35.73%	City of Marble Falls
Llano ESD 1	555	13.80%	Horseshoe Bay Llano County Area
Transfers	469	11.66%	BSWMF / SHL / Other
Granite Shoals	320	7.96%	City of Granite Shoals
Burnet ESD 6	279	6.94%	Marble Falls VFD Area
Burnet ESD 9	239	5.94%	Spicewood VFD Area
Meadowlakes	210	5.22%	City of Meadowlakes
Burnet ESD 3	207	5.15%	Unincorporated Granite Shoals
Cottonwood	100	2.49%	City of Cottonwood Shores
Burnet ESD 1	78	1.94%	Horseshoe Bay Burnet County Area
Burnet ESD - Other	51	1.27%	Mutual Aid Responses
City of Highland Haven	44	1.09%	City of Highland Haven
Mutual Aid	33	0.82%	Other Burnet County / ESD's / City of Burnet
Total	**4022**	**100.00%**	



MARBLE FALLS AREA EMS
911 Patient Destinations
FY-2024

S & W - Marble Falls	1963	80.98%
Seton Highland Lakes	228	9.41%
Seton - Austin / Wilco	101	4.17%
S & W - Lakeway	75	3.09%
Saint Davids	46	1.90%
S & W - Other	6	0.25%
Other	5	0.21%
Total	**2424**	**100.00%**



Regular Session 26.
Meeting Date: 08/13/2024

Subject
Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
a. KC Engineering Work Order No. 20-208.2c Re-stake right of way for Wirtz Dam Road
b. Contract labor agreement with Luke's Ashpalt Paving for work to be performed for RB1 at the entrance of Twin Isles
c. Approval to accept the FY 25 MVCPA grant for the Heart of Texas Auto Theft Task Force and sign the Statement of Grant Award which will be accessible after acceptance in the portal. The project is $694,280.00 for Burnet, Coryell, and McLennan Counties. The grant amount is $578,566.00. Match is $115,714.00 of that $99,352.00 is Program income
d. Agreement with DIJ Construction for double yellow striping on Haynie Flat Road +/- 0.25 mile
e. Approval to accept allocation and sign contract for the FY25 9-1-1 GIS funding from the CAECD for $126,710.10 - 10/1/24 - 9/30/25
f. Approval to accept the FY 2024 Formula Grant for the Indigent Defense Grant Program from Texas Indigent Defense Commission. Amount is $37,575.00
g. Inter local agreement with Capital Area Council of Governments regarding a Sheriff Radio System and Recorder Integration Project
h. Inter local agreement with the City of Highland Haven to provide manpower and equipment for the pavement of streets not to exceed $15,000 per year
i. Proposal for our Sunlife two year renewal
j. Agreement with Circle S Pest Control for pest control services for county buildings. Rates effective October 1, 2024 through September 30, 2025
k. Contract with E-rate Central to assist with Burnet County E-rate application, and authorize a representative from the County Auditor's office to apply for the E-rate program for the county library system
l. Burnet County Event Sponsorship for Taste Highland Lakes in the amount of $850 to be paid out of HOT taxes
m. Burnet County Event Sponsorship for Beloved Gallery in the amount of $2500 to be paid out of HOT taxes
n. Burnet County Event Sponsorship for FiestaJam 2024 in the amount of $5000 to be paid out of HOT taxes

Attachments

Wirtz Dam work order
Lukes asphalt
MVCPA grant
DIJ Construction
911 GIS funding
Indigent Formula Grant
Capcog Sheriff Radio System
Highland Haven
Sunlife 2 year renewal
Circle S Pest
E Rate
Taste Highland Lakes
Beloved Gallery
FiestaJam

WORK ORDER

WORK ORDER NO. 20-208.2C

COUNTY Project No.: ____________________ COUNTY Project Name: Wirtz Dam Road

In accordance with the terms and conditions of the Professional Services Agreement ("AGREEMENT") between Burnet County ("COUNTY") and K.C. Engineering, Inc. ("ENGINEER"), dated March 10, 2020, ENGINEER is hereby authorized to perform the following services:

Scope of Basic Services

Re-stake proposed right of way to assist identifying properties during the right of way acquisition process.

Authorization

In signing this Work Order, the COUNTY grants ENGINEER specific authorization to proceed under the AGREEMENT.

Fee

ENGINEER shall be paid on a time and expense basis with a not-to-exceed amount of $10,000.

AGREED AND EXECUTED this ______ day of ____________________, 20____.

ATTEST:

K.C. ENGINEERING, INC.
(ENGINEER)

By: Greg Haley, P.E.

Title: President

BURNET COUNTY
(COUNTY)

By: ____________________

Title: ____________________

CONTRACT BETWEEN

LUKE'S ASPHALT PAVING AND BURNET COUNTY, TEXAS

This Contract is executed by and between Luke's Asphalt Paving 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 pave approximately 145 LF of entrance from 1431 with type D hot mix asphalt & roll.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per Exhibit A: Proposal and Contract, dated 8/7/24

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 **August 13, 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 $11,500.00 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 discretions 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 WITHELD. 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	Luke's Asphalt Paving
______________________________	______________________________
Date	Date

EXHIBIT A

PROPOSAL AND CONTRACT

Luke's Asphalt Paving

4924 North Highway 281 ★ Burnet, Texas 78611
(512)756-6257

PROPOSAL SUBMITTED TO		DATE
Twin Isles		8/7/24
STREET	JOB NAME CR 136A	
CITY, STATE, AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

Pave entrance approx. 145 LF from Hwy 1431 with type D hot mix asphalt and roll

Dollars $11,500.00

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any altercations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. This contractor shall not be liable for any damage caused by storms, earthquakes, vegetation, floods or any other act of God.

Authorized Signature J. Luke

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance ______________________

Signature ______________________

Signature ______________________

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, insurrectio ns, 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 $100,00 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.

Burnet County Taskforce Grant Negotiation for Fiscal Year 2025

Request for Application (RFA)

Primary Agency / Grantee Legal Name: *Burnet County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX0270000: BURNET CO SO (AE)*

Program Title Please enter a short description of the proposed program that can be used as the title.

Heart of Texas Auto Theft Task Force

Application Category (See **Request for Applications** [RFA] for category details and descriptions RFA Priority Funding Section):

- (selected) **New Grant** - 2025 is the first year of the MVCPA Taskforce Grants. All 2025 grant applicants use the new grant category.

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- [x] Law Enforcement, Detection and Apprehension
- [x] Prosecution, Adjudication and Conviction
- [x] Prevention, Anti-Theft Devices and Motor Vehicle Registration
- [x] Reduction of the Sale of Stolen Vehicles or Parts
- [x] Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Participating counties include Burnet, Coryell, and McLennan Counties. The coverage area includes all the municipalities within each of the participating counties as well as Bell, Freestone, Hamilton, Lampasas, Limestone, Llano, San Saba, and Williamson Counties.

Define in the tables below the grant relationships and geographic area of the taskforce:
Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Select Agencies to Add	Participating Agencies	Coverage Agencies
Select Agencies	BURNET CO SO (AE)	BARTLETT PD (CB)
Not associated with any law enforce	CORYELL CO SO (AE)	BELTON PD
Anderson	MCLENNAN CO SO (IBR)	HARKER HEIGHTS PD
ANDERSON CO SO (AE) [TX0010(		KILLEEN PD (MIP)
PALESTINE PD [TX0010100]		CENTRAL TEXAS COLLEGE PD
FRANKSTON PD [TX0010300]		KILLEEN ISD PD (AE)
Andrews		SALADO PD
ANDREWS CO SO [TX0020000]		TAMU Central Texas PD
Add as Participating Age	Delete Selected	Delete Selected
Add as Coverage Agenci		

☐ **Other Coverage** (Use if ORI not listed or explanation is necessary.):

☐ **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)

☐ **Texas Department of Public Safety (DPS)**

☐ **Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to *grantsMVCPA@txdmv.gov*. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

◉ Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20 %

○ Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$191,750	$38,350	$230,100	
Fringe	$73,050	$14,610	$87,660	
Overtime				
Professional and Contract Services	$196,845	$39,368	$236,213	
Travel	$8,663	$1,734	$10,397	
Equipment	$95,416	$19,084	$114,500	
Supplies and Direct Operating Expenses (DOE)	$12,842	$2,568	$15,410	
Total	$578,566	$115,714	$694,280	
Cash Match Percentage		20.00%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Captain-Program Manager, Burnet County	Investigator/LEO	100	$78,975	$15,795	$94,770	
Investigator, Burnet County	Investigator/LEO	100	$67,817	$13,563	$81,380	
Administrative Assistant, Burnet County	Crime Analyst/LE Professional	100	$44,958	$8,992	$53,950	
Total Personnel		300	$191,750	$38,350	$230,100	
Fringe						
Captain-Program Manager, Burnet County	Investigator/LEO		$27,895	$5,579	$33,474	
Investigator, Burnet County	Investigator/LEO		$25,454	$5,091	$30,545	
Administrative Assistant, Burnet County	Crime Analyst/LE Professional		$19,701	$3,940	$23,641	
Total Fringe			$73,050	$14,610	$87,660	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Overtime						
Total Overtime						
Professional and Contract Services						
Coryell County Investigator-Salary	Investigator/LEO - personnel	100	$51,250	$10,250	$61,500	
Coryell County Investigator Fringe	Investigator/LEO - fringe	100	$16,717	$3,343	$20,060	
McLennan County Investigator Salary	Investigator/LEO - personnel	100	$59,469	$11,894	$71,363	
McLennan County Investigator Fringe	Investigator/LEO - fringe	100	$20,317	$4,063	$24,380	
Motorola Licensing Agreement Body Cam/In Car-one year	Other	100	$5,300	$1,060	$6,360	
Vigilant Commercial Licensing - one year	Other	100	$3,542	$708	$4,250	
Vigilant ESA Basic Licensing - one year	Other	100	$2,750	$550	$3,300	
Flock Licensing-one year	Other	100	$37,500	$7,500	$45,000	
Total Professional and Contract Services		800	$196,845	$39,368	$236,213	
Travel						
TAVTI - Hotel Costs	Law enforcement In-State		$860	$172	$1,032	
TAVTI Hotel Estimated Tax	Law enforcement In-State		$138	$28	$166	
TAVTI - Meals	Law enforcement In-State		$333	$67	$400	
TAVTI - Hotel Cost	Administrative In-state		$430	$86	$516	
TAVTI - Hotel Estimated Tax	Administrative In-state		$69	$14	$83	
TAVTI - Meals	Administrative In-state		$167	$33	$200	
Misc-Travel	Law enforcement In-State		$5,833	$1,167	$7,000	
Misc - Travel	Administrative In-state		$833	$167	$1,000	
Total Travel			$8,663	$1,734	$10,397	
Equipment						
LPR Trailer			$33,333	$6,667	$40,000	
Updated LPR System			$28,750	$5,750	$34,500	
New Vehicle			$33,333	$6,667	$40,000	
Total Equipment			$95,416	$19,084	$114,500	
Supplies and Direct Operating Expenses (DOE)						
TAVTI Registration			$563	$113	$676	
Vehicle Insurance			$2,266	$453	$2,719	
Cell Phones			$2,012	$402	$2,414	
Hot Spots			$1,584	$317	$1,901	
Investigator Supplies			$4,417	$883	$5,300	
Office Supplies			$833	$167	$1,000	
Office desk			$1,167	$233	$1,400	
Total Supplies and Direct Operating Expenses (DOE)			$12,842	$2,568	$15,410	

Budget Narrative

A. Personnel

The Burnet County Captain Field Supervisor is the project manager. The responsibilities include overseeing daily operations: Field Supervision of Investigators, assisting with investigations including stolen vehicles, burglary, and title fraud, reviewing reports, assigning cases, or giving assignments to staff. Duties also include quarterly reporting of progress reports and program updates, performing 68 A Inspections, and collaborating with Burnet County Grant Administrator in preparing and administering budget, including approving all expenditure and adjusting the budget when required. The project manager is also responsible for providing program updates to the project director. This position's salary which includes longevity pay will be funded with grant funds and cash match coming from the program fund. Burnet County Captain will be 100% will be devoted to auto crimes. Burnet County Investigator is responsible for the recovery of stolen vehicles, investigating vehicle crimes including title fraud, arresting of offenders in vehicle-related crimes, clearing vehicle theft and burglary of vehicle cases, performing 68A inspections, and performing objective/goal activities. This position's salary which includes longevity pay will be funded with grant funds and cash match coming from the program income fund. Burnet County Investigator will be 100% will be devoted to auto crimes. HOTATTF Administrative Assistant/Crime Analyst

Budget Narrative

(Employee of Burnet County) as an administrative assistant this position is responsible for providing clerical and administrative office support, scheduling 68Ainspections, conducting public awareness events, and data entry of vehicle theft-related cases. The position assists with budget management, grant application, communication between agencies in the coverage area, and answering questions for the general public. This position is responsible for ordering and maintaining public awareness supply inventory. As Crime Analyst this position will perform crime analysis work for the HOTATTF including performing difficult statistical and analytical research involving the use of computer applications, random statistical samplings, correlation and regression analysis, and probability studies; gathering and analyzing crime data for crime pattern detection, suspect-crime correlation, target-specific profiles, and crime forecasting; preparing reports on crime data and trends for police personnel; making presentations to the HOTATTF personnel, members of the community, and outside agencies; and coordinating the automatic scheduling process for the HOTATTF. This position is funded with grant funds and cash match coming from the program income fund and will be 100% will be devoted to auto crimes. All task force members will participate in Community Outreach related to auto theft prevention and community awareness. This outreach includes community events such as festivals and car shows.

B. Fringe

Burnet County Personnel including Law Enforcement Officers and the Administrative Position - Fringe includes, FICA and Medicare, Medical and Life Insurance, Retirement, Unemployment, Worker's Comp, and Survivor Death Benefits.

D. Professional and Contract Services

Separate interagency agreements between Burnet County, Coryell County, and McLennan County will be executed authorizing Burnet County as the administrative county for the MVCPA grant and any agreement of each county to provide a match for their Investigator. Investigators are responsible for recovering stolen vehicles, investigating vehicle crimes, arresting offenders in vehicle-related crimes, clearing vehicle theft and burglary of vehicle cases, and performing objectives/goal. Motorola Licensing Agreement to continue using the Body Camera and In-Car Camera system Cloud. Vigilant license plate reader annual licensing fees up to 5 licenses for all investigators and the Captain. Commercial licensing allows data from all the coverage area tow trucks and other entities to be received to locate stolen vehicles. Vigilant ESA-basic License for HOTATTF LPR s. Flock Licensing for the 9 cameras we are utilizing.

E. Travel

2024 TAVTI Conference in Lubbock Tuesday,10/8- Friday, 10/11/2024 with travel on Monday, 10/7/2024- 2 LEOs and one Administrative Assistant will be attending. Hotel costs at $129 a night for 4 nights X 3 employees plus an estimated tax of 16% Schedule 5 days for conference and travel. Using Burnet County's meal rates. Breakfast $10, Lunch $15 and Dinner $25 = $50 per day. First day - D $25, 2nd day - B, L, D = $50, 3rd day - B, L, D = $50, 4th day B,L , D= $50, 5th day B, L. Total $25 = $200 X 3 employees or $600 Misc. travel for board meetings and other required training including lodging, tax, and meals. $2,500 for Captain/Project Director and $1,500 per other LEO employee or $7,000, $1,000 for Administrative Assistant.

F. Equipment

HOTATTF is requesting a portable LPR Trailer that can be placed in areas of high traffic or crime. HOTATTF previously purchased two LPRs through the Rapid Response Strikeforce Grant in FY21. Unfortunately, these LPRs are obsolete and one has broken. Motorola can no longer service these LPRs as the parts are not available. HOTATTF is requesting an updated LPR system for 2 of their vehicles. HOTATTF has a 2nd 2017 Chevy Silverado. The first one was traded in when purchasing a truck in FY 24. This vehicle has the transmission blown and the cost to repair has been quoted to be over $7,000. As the administrative county for HOTATTF, Burnet County will follow Texas Local Government Code Title 8, Subtitle B, Section 262: Purchasing and Contract Authority of Counties and will abide by all State and County Purchasing policies.

G. Supplies and Direct Operating Expenses (DOE)

Registration for 2024 TAVTI Registration $225 X 3 Vigilance license plate reader annual licensing fees up to 5 licenses for all investigators and the Captain. Commercial licensing allows data from all the coverage area tow trucks and other entities to be received to locate stolen vehicles. Vigilance ESA-basic License for HOTATTF LPR s. Vehicle insurance coverage for 5 vehicles Fuel and Maintenance for all vehicles. Cellphones and hot spots for all members of the task force. Investigator supplies include badges, holders, receipt books, paint removers, coveralls to get on the ground to locate VINs, moving blankets, mechanic gloves, traffic cones, 68A signs to direct traffic, and storage containers. Other office supplies include but are not limited to copy paper, folders, and pens. The Burnet County Investigator is borrowing a desk from a different department. The departments would like the desk returned. Funding for all other operating expenses will be paid by MVCPA grant funds and program income. As the administrative county for HOTATTF, Burnet County will follow Texas Local Government Code Title 8, Subtitle B, Section 262: Purchasing and Contract Authority of Counties and will abide by all State and County Purchasing policies.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Cash Match

Source of Cash Match

Program Income - 68 Inspections and sales of grant vehicles and equipment	Program Income	$99,352
McLennan County	Subgrantee	$16,362
Total Cash Match		$115,714

In-Kind Match

Statistics to Support Grant Problem Statement

Reported Cases	2022			2023		
Jurisdiction	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Bellmead PD TX1550100	44	34	0	44	30	0
Bertram PD TX0270600	2	0	0	0	0	0
Beverly Hills PD TX1550200	7	9	0	5	5	0
Bosque Co SO TX0180000	2	3	0	3	6	0
Burnet Co SO TX0270000	29	38	0	16	15	0
Burnet PD TX0270100	7	5	0	8	5	0
Cedar Park PD TX2460900	79	231	0	107	262	0
Clifton PD TX0180100	2	0	0	1	0	0
Copperas Cove PD TX0500100	51	102	0	68	98	0
Fairfield PD TX0810100	6	1	0	4	6	0
Florence PD TX2460100	1	1	0	3	0	0
Fredericksburg PD TX0860100	4	3	0	16	9	0
Freestone CO SO TX0810000	11	3	0	14	4	0
Gatesville PD TX0500200	20	14	0	11	15	0
Georgetown PD TX2460200	58	250	0	92	266	0
Gillespie CO SO TX0860000	2	3	0	8	2	0
Granger PD TX2460300	1	0	0	0	1	0
Groesbeck PD TX1470200	7	15	0	7	6	0
Hamilton CO SO TX0970000	0	0	0	1	0	0
Hamilton PD TX0970100	1	1	0	3	2	0
Hewitt PD TX1550400	11	24	0	17	30	0
Horseshoe Bay PD TX0271100	2	4	0	2	0	0
Hutto ISD PD TX2462800	1	0	0	0	0	0
Hutto PD TX2460400	14	36	0	17	86	0
Jarrell PD TX2462500	3	2	0	3	2	0
Killeen PD TX0140400	428	581	0	697	674	0
Lacy Lakeview PD TX 1550500	19	36	0	11	14	0
Lampasas CO SO TX141000	2	0	0	9	0	0
Lampasas PD TX1410100	12	1	0	5	17	0
Leander PD TX2461700	29	113	0	50	122	0

Reported Cases	2022			2023		
Jurisdiction	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Limestone CO SO TX1470000	13	28	0	10	17	0
Llano CO SO TX1500000	16	12	0	21	8	0
Llano PD TX1500100	8	0	0	5	8	0
Lorena PD TX1550600	4	3	0	6	2	0
Marble Falls PD TX0270200	12	0	0	11	0	0
Mason CO SO TX0300000	0	1	0	0	0	0
McLennan CO SO TX1550000	60	69	0	61	29	0
Meridian PD TX0180800	0	1	0	0	0	0
Mexia PD TX1470300	1	3	0	5	11	0
Mills CO SO TX1670000	1	1	0	2	1	0
Robinson PD TX1551100	10	45	0	11	18	0
Round Rock ISD PD TX2463100	1	1	0	0	1	0
Round Rock PD TX2460500	175	962	0	253	976	0
San Saba PD TX2060100	0	6	0	0	0	0
San Saba CO TX2060000	0	0	0	0	0	0
Southwestern Univ PD TX2460800	0	3	0	0	1	0
Sunrise Beach Village PD TX1500500	0	0	0	0	1	0
Taylor PD TX2460600	17	60	0	26	63	0
Teague PD TX0810200	6	5	0	8	2	0
Valley Mills PD TX180200	0	1	0	0	0	0
Waco PD TX1551200	378	966	0	421	963	0
West PD TX1551300	4	4	0	2	4	0
Woodway PD TX1551400	7	23	0	4	20	0
Wortham PD TX0810300	5	0	0	3	0	0
Williamson CO SO TX2460000	127	372	0	162	367	0
Coryell CO SO TX0500000	8	7	0	13	5	0
McLennan Comm College PD TX1551600	0	0	0	0	0	0
Cottonwood Shores PD TX0271200	0	0	0	0	0	0
Harker Heights PD TX0140300	42	77	0	68	72	0
Central Texas College PD TX0140900	0	1	0	0	1	0

Reported Cases	2022			2023		
Jurisdiction	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Killeen ISD PD TX0141500	1	1	0	1	1	0
McGregor PD TX1550700	0	0	0	0	0	0
TSTC Waco PD TX1551800	1	48	0	10	5	0

Add/Edit Statistics

Application Narrative
Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Heart of Texas Auto Theft Task Force was created in 2001 to provide service to the Waco Region as limited specialized investigators addressed vehicle crimes between the Dallas and Austin Metroplex areas. The Task Force filled a gap and allowed additional resources for law enforcement agencies as well as citizens. Realizing the need in rural areas the coverage was expanded including the Highway 281 corridor. Assigning investigators to Burnet, Coryell, and McLennan Counties allows the Task Force to assist other agencies outside of their home agencies which expands the coverage area of the Task Force. The program's goal is to reduce vehicle crimes utilizing proactive and reactive measures. Techniques acquired from specialized training allow personnel to keep up to date with the trends by recovering stolen vehicles and property and reducing the number of vehicle theft and burglary instances. The Heart of Texas Auto Theft Task Force will provide VTR 68A inspections to the citizens of Texas. This service adds experience and expertise in identifying vehicles and trailers. These inspections assist citizens in obtaining titles and proper registration of their vehicles and/or trailers. The program generated revenue from inspections and sales of vehicles that have been utilized for budget purposes to benefit the program. As the population increases in the coverage area vehicle crimes are increasing. Task Force investigators can address specific problems both inside and outside the coverage area and are willing to assist any agency requesting assistance. Task Force members have assisted in the execution of narcotics search warrants, which often involve stolen vehicles.

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

Burnet County is the administrative county for the Heart of Texas Auto Theft Task Force. The Burnet County Commissioners Court authorizes the grant program and application. The Burnet County Sr. Commissioner is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application. Burnet County Auditor is designated as the Financial Officer. Burnet County Sheriff is designated as the Program Director. Burnet County Assistant Auditor/Grant Administrator is designated as the financial Administrative Contact. Burnet County Sheriff's Office Lieutenant is designated as the Program Manager, Program Administrative Contact, Taskforce Commander, and PIO/Media Contact. There are four participating county investigators from Burnet, Coryell, and McLennan that will complete the task force. The three other participating counties will engage in an Interlocal Agreement with each county's Judge or Sr. Commissioner and Sheriff's signature. Non-financial interlocal agreements signed by Burnet County Sr. Commissioner, Burnet County Sheriff and Taskforce Commander will be sent to each of the heads of the departments. District Attorney contracts will be sent to each district attorney in the coverage area. This contract will address forfeiture actions, seized money and property and the sales of the properties. 30% of forfeited money and 30% of the proceeds of sales shall be retained by the prosecuting attorney to be used for the official purposes of his office. The Heart of Texas Auto Theft Task Force coverage area is over 13,375 sq. miles. The Counties include Sheriff Offices from Burnet, Coryell, McLennan, Williamson, Bosque, Freestone, Gillespie, Hamilton, Lampasas, Limestone, Llano, Mason, Mills, and San Saba Counties. Many police departments from the cities, towns and colleges within the coverage are also within the coverage area as well as Killeen PD. The Heart of Texas AutoTheft Task Force will provide 68A inspections for any Texas citizens including those outside of coverage areas willing to bring their vehicles and trailers to a designated inspection site.

Grant Problem Statement

2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Heart of Texas Auto Theft Task Force coverage area includes both rural and highly populated areas. Auto Burglary is a crime of opportunity. Many criminals are looking car to car to find one that is unlocked. Many residents in rural areas tend to leave their vehicles unsecured because they feel it is safe to do so. The more populated areas include Fort Hood and Baylor University. With the assignments and moving of military families and Baylor's students moving in and out of the dorms during the year, this gives criminals the opportunity to commit burglaries without being detected. Because of the COVID-19 Pandemic, many areas are finding that there is an increase in substance use. Users are looking for the opportunity to find anything of value in order to sell to obtain cash for drugs. The Heart of Texas Auto Theft Task Force includes the I-35 and Highway 281 corridors. Although I-35 corridor has a history of being used for drug and human trafficking, which are often committed using a stolen vehicle, law enforcement has been known to be highly visible. Traffickers are now utilizing the Highway 281 corridors. The coverage areas have tourist attractions which also provide opportunity for locals to prey on the tourists. Funding of the Heart of Texas Auto Theft Task Force will allow us to provide increased education opportunities on how to keep your vehicles and property safe as well as giving reminders of the ways that criminals prey. It will also allow increased surveillance operations in these areas and will let the criminals know that law enforcement is present.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Internet-related crimes including social media postings and purchases with cash transactions are becoming a large part of our motor vehicle theft problems. The thieves post stolen cars for sale and buyers are purchasing them with cash. The buyers are not having the vehicles properly transferred. Many times a buyer will wait until the current registration expires before updating their registrations. When registering, purchasers find that the vehicles they bought with cash had been reported stolen. 68Ainspections are also locating stolen cars. Victims not only have a vehicle, their cash can not be returned. Some vehicles that are stolen in larger populated areas such as Dallas or Houston are being brought to rural areas to be broken down and sold online as parts and taken to recycle centers to receive the cash value of the scraps. Vehicles that are stolen by individuals many times are recovered after the car has been wrecked. This can cause a financial burden on the victims because not only do they not have their vehicles, but they are unable to get to work to provide for their families. Having a license plate reader system that interacts with other localities allows notifications to be immediately sent to a cell phone or computer our inspectors have been very helpful. This has increased the recovery rate of stolen vehicles.

2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Fraudulent dealer tags have continued to be a problem in our coverage area as well as fraudulent VIN labels. New vehicles are being stolen using fraudulent identification to purchase and finance vehicles to sell for cash on social media and other platforms. Fraudulent tickets are being produced where the buyer pays with cash and does not find out they are stolen until they try to register the vehicle. TAC offices are contacting HOTATTF with the fraudulent titles which initiates the investigation of all of the above crimes. In the outreach, the HOTATTF tries to educate the public to not pay cash and to bring the seller to the DMV to register the vehicle before paying the seller.

2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

The Heart of Texas Auto Theft Task Force has had multiple organized crime-related cases. HOTATTF is working on an organized crime investigation involving Venezuelan illegals who are stealing vehicles going to storage unit locations, stealing travel trailers, and then selling them on Facebook and other platforms out of the Austin area. Each investigator utilizes social media and facial recognition by using the services of Houston and DPS resources.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

The Heart of Texas Task Force's current participating counties, Burnet, Coryell, and McClennan continue to assist other city and county law enforcement departments. We hope to expand our participating counties with Williamson County the 2026-2027 biennium. Educating citizens is the most successful in reducing motor vehicle-related crimes. Motor vehicle crimes are most often a crime of convenience. Personal belongings in sight in an unlocked car is the perfect opportunity for criminal activity. Educating citizens to hide their belongings and locking their cars is the best practice for reducing motor vehicle crimes. The Heart of Texas Task Force has promoted this message since the Task Force's inception. HOTATTF has plans to involve each participating county in the community-based events including festivals, National Night Out, and other public events.

3.2 Functions of the proposed program related to motor vehicle theft.

The Heart of Texas Task Force receives stolen vehicle notifications through license plate readers on commercial vehicle repossession and tow truck companies that open investigations of stolen vehicles. The HOTATTF works continually with other agencies throughout our coverage areas, Texas, and other states where the crimes are connected. We are eager to work with other task forces, counties, and municipalities to solve vehicle crimes. With the increase of personnel, more inspections of salvage yards and scrap metal yards will give HOTATTF opportunities to locate stolen vehicles and increases arrests and decrease the number of thefts in the areas. VTR 68A inspections continue to prove the identification of stolen vehicles and trailers before they are on the roads. Relationships with Tax Assessors and the Department of Motor Vehicles help to keep informed of suspicious activities. HOTATTF will continue to allow non-coverage area residents to have access to the VTR 68A inspections.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

The HOTATTF will continue to inspect salvage yards and scrap metal yards giving the task force opportunities to locate stolen vehicles and VIN fraud to increase arrests and decrease the number of thefts in the areas. With access to the Vigilent software and the additional investigator from McLennan County, HOTATTF will continue to increase the number of recovered vehicles. Assisting the DMV when fraudulent titles are used to title stolen vehicles that are sold over social media sites. Outreach to educate the public concerning the possibilities of fraud-related crime to go with the seller with the addition of the administrative assistant/crime analyst hired in FY 24, social media blasts will continue to increase.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

Working with coverage area departments and offering our support and expertise with their cases will continue. Sharing cases on social media will increase. Education is crucial for decreasing the number of motor vehicle crimes. All citizens need to remember that hiding belongings and locking doors decreases the opportunity to commit crimes and will decrease the numbers of crimes. The HOTATTF will work with local patrol officers to determine high-crime volume areas and identify persons of interest. HOTATTF has found multiple stolen vehicle cases while performing the inspections and will continue to provide this service.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

The Heart of Texas Auto Theft Task Force is willing to expand to include areas of activities outside of our coverage area to assist other task forces and local departments in reducing motor vehicle fraud-related crime, insurance fraud, and other organized criminal enterprises. Ongoing inspections of salvage yards and scrap metal yards have given the Task Force opportunities to locate stolen vehicles and increasing the arrest of offenders while decreasing the number of thefts in the area.

3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The HOTATTF collaborates with Travis, Blanco, and Llano Counties for larger organized criminal activity occurring in the different jurisdictions by the same offenders. HOTATTF has collaborated with other MVCPA task forces to combat motor vehicle theft and title fraud cases. Assistance is being provided to Tax Assessor Collector offices and is proven successful as the Task Force has become a resource in areas with few or no investigators trained in motor vehicle crimes. We have expanded our coverage area and are working with the jurisdictions to make sure they are aware of our resources if needed. We have assisted in search warrants so that the jurisdictions can follow up with business related to the warrant and our investigators can focus on the stolen vehicles and trailers on the property. We will continue to accept 68A inspection customers from other areas outside of our coverage areas. The HOTATTF offers basic training courses to other departments which provides insight to patrol officers who are often the first contact with a stolen vehicle. Our hopes are to have as many officers in our coverage area trained in the basic points of vehicle crime prevention. Training includes detection and identification of stolen vehicles as well as education methods with citizens to increase awareness and assist in decreasing the number of incidents. The HOTATTF provides training to the Texas Game Wardens Annual Police Academy.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

n/a

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
	Statutory Motor Vehicle Theft Measures Required for all Grantees.		

ID	Activity	Measure	Target
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
	Statutory Burglary of a Motor Vehicle Measures Required for all Grantees		
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
	Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees		
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
	Measures for Grantees. Add Target values for those that you will measure.		
1	**Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies**		
1.1	**Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft**		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	*15*
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	*20*
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	*10*
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	*0*
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	*150*
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	*175*
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	*10*
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	*3*
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	*15*
1.2	**Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Motor Vehicle Theft**		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. **Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.**	*180*
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) **within the taskforce department(s)** where a motor vehicle was used in the commission of the crime (includes identification of	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help,	*140*

ID	Activity	Measure	Target
	vehicles). Include all participating jurisdiction departments here.	recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.	*125*
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended **(include attending as presenter, participant or attendee)**	*65*
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated **(include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)**	*20*
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	*5*
1.3	**Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities**		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	*25*
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	*3000*
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	*150*
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	*65*
2	**Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies**		
2.1	**Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories**		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	*0*
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	*5*
2.2	**Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle**		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. **Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.**	*65*
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	*30*
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered	*30*

ID	Activity	Measure	Target
		by the taskforce that aids in the furtherance of motor vehicle theft investigations.	
3	**Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories**		
3.1	**Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens**		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	*2*
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	*5*
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	*5*
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	*15*
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	*1*
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	*0*
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	*20*
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	*12*
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	*5*
3.2	**Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property**		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	*2*
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	*15*

Grant Evaluation

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

Each participating county has its own RMS for reporting and data collection. The Captain receives the reports from each county to compile the data for the quarterly reporting and will let the administrative assistant combine and report the statistics. The HOTATTFrespectively requests the MVCPA to develop a single database for the entire state in order to have accurate data collection. This would be very beneficial for reporting, viewing, and networking in order to collaborate with other task forces within the state for trends, organized crime-related offenses and sharing of information.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
Participation in car shows and trade shows offering BMV prevention measures and stats from our coverage area. Latest trends that helpskeep the public up to date with how and why vehicle Theft and burglary occurs. Our Investigators visit with the citizens whileconducting the DMV 68A's and making sure they continue to secure vehicles with example of Lock it or Loose it, not leaving keyFOBS in vehicles. Securing or hiding valuables in the vehicles. We have face-to-face contact with over 1000 citizens while doing the 68As making this a great opportunity to get the prevention and awareness measure to the public daily. These measures are included in Goal 3: Educate/Train Citizens and Qualified Personnel in the Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles, and Theft of Vehicle Parts and Accessories.

TxGMS Standard Assurances by Local Governments

☐ We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

File Upload

Current Documents in folder

Resolution.pdf (5/28/2024 12:03:06 PM)

Save Home Submit Cancel Print

Validate Form

July 23, 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.

Haynie Flat Road : +/-0.25 mile
Project scope: Continuous double yellow thermoplastic striping, white shoulder striping, yellow reflective centerline markers and three stop bars.

Quantities:
+/- 1,320 LF of double yellow striping at 0.70 cents/LF = $924.00
+/- 2,640 LF of white shoulder striping at 0.35 cents/LF = $924.00
Yellow Reflective markers (RPM) every 40' = 33 markers @ $3.15 each = $103.95
3 - White 24" stop bars @ $100/each (One at Haynie Flat/404 intersection & two on CR 404 at each stop sign)

Total for Haynie Flat Road approximately = $2,251.95

TOTAL WORK ORDER NTE = $2,400.00 out of 4920 "Contract Labor"

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

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
BOARD OF MANAGERS MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 4. Consider Approving ILA with Burnet County Regarding the Completion and Reimbursement of the Radio System and Recorder Integration Project

GENERAL DESCRIPTION OF ITEM:
On March 13, 2024, the Board of Managers approved reallocating funds from the City of Austin/Caldwell County/Burnet County Communications Project for the completion of Burnet County's radio system and recorder integration project. The re-scoped project was based on the Motorola proposal provided to the City of Austin on behalf of Burnet County titled "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement" dated November 6, 2023. This proposal and reimbursement amount of **$173,036.00** was approved on March 13, 2024, with the expectation it would be purchased by the City of Austin for Burnet County and the existing ILA between City of Austin and CAECD would be the terms and requirements for issuing reimbursement. The attached ILA indicates that reimbursement will not exceed the cost of equipment and integration for completion of the project which totals **$173,036.00**.

THIS ITEM REPRESENTS A:

- ☐ New issue, project or purchase
- ☐ Routine, regularly scheduled item
- ☒ Follow-up to previously discussed item
- ☐ Special item requested by board member.
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER: **Richard Morales, Jr., Emergency Communications Director**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: **$173,036.00**
Source of funds: Multi-year CoA Motorola Project Balance
Is item already included in fiscal year budget? ☒ Yes ☐ No
Does item represent a new expenditure? ☐ Yes ☒ No
Does item represent a pass-through purchase? ☐ Yes ☒ No
If so, for what

ACTIONS REQUESTED:
Approve ILA with Burnet County to reimburse for the completion of the radio system and recorder integration project not to exceed the amount of $173,036.00.

BACK-UP DOCUMENTS ATTACHED:

1. Interlocal Agreement with Burnet County

BACK-UP DOCUMENTS NOT ATTACHED:

1. March 24 Agenda Item for Project
2. Motorola Proposal "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement

Interlocal Agreement Between
The Capital Area Council of Governments and Burnet County
Regarding The Radio System and Recorder Integration Project

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended.

1.2. Burnet County (PUBLIC AGENCY) is a county in Texas that operates one Emergency Communications Center (ECC) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

1.3. This agreement is entered between CAPCOG and PUBLIC AGENCY pursuant to Texas Government Code chapter 791 to reimburse the PUBLIC AGENCY for the purchase, installation, and configuration of Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and replacement of existing recording control stations.

1.4. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including CAPCOG and CAECD) and their representatives, individually, officially, and collectively.

1.5. CAPCOG and PUBLIC AGENCY collectively are referred to as "Parties" in this document.

Sec. 2. Goods and Services

2.1. The PUBLIC AGENCY agrees to complete the procurement and installation of Archiving Interface Server (AIS) and Customer Enterprise Network

(CEN) add-on with control station replacement in Burnet County.

2.2. The PUBLIC AGENCY agrees to be responsible for managing the project in accordance with the work program submitted to CAPCOG and incorporated into this agreement.

2.3. Upon completion and final acceptance, PUBLIC AGENCY agrees to assume ownership of the interoperable communications equipment purchased and is responsible for the support and routine maintenance of the interfacing components during the initial lifespan of the equipment in accordance with the equipment replacement schedule and in compliance with the terms of CAPCOG.

2.4. CAPCOG agrees to reimburse the PUBLIC AGENCY for the cost to complete the installation and configuration of the following equipment and software:

- One (1) Archiving Interface Server (AIS)
- One (1) Voice Processor Module (VPM) with AES Encryption
- One (1) rack mounted LCD KVM
- One (1) Customer Enterprise Network (CEN):
- One (1) LAN Switch
- One (1) Firewall
- GATRRS core level license to support AIS
- McAfee Anti-virus client license for the AIS
- Seven (7) APX Mobile Control Station
- Two (2) VHF Control Station Antennas and coax cabling to equipment room

These efforts will be completed in accordance with the described scope of work that is part of the drafted quote ("Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement") provided by Motorola Solutions to the City of Austin dated November 6, 2023.

Sec. 3. Term of Agreement

3.1. The effective date of this agreement is **August 14, 2024,** and ends, unless sooner terminated under Sec. 9, 10, or 11, on **August 31, 2025,** or extended by mutual agreement of project representatives.

Sec. 4. Agreement Price and Payment Terms

4.1. CAPCOG agrees to reimburse PUBLIC AGENCY for the goods and services provided under this Agreement, a total amount not to exceed $173,036.00 as described in Attachment C.

4.2. PUBLIC AGENCY shall submit any invoice(s) requesting payment through e-mail to caecdaccounts@capcog.org and to CAPCOG's representative identified in Attachment B.

4.3. PUBLIC AGENCY agrees to certify each invoice as follows:

- PUBLIC AGENCY certifies that this invoice is correct and complete and that the amount requested has not been previously received.
- PUBLIC AGENCY agrees to provide with the invoice appropriate documentation for equipment purchases, delivery, and installation as well as services performed. A copy of the vendor's invoice detailing aforementioned information and evidence of payment by the PUBLIC AGENCY in the form of a copy of a cashed check, ACH acceptance, or any other financial proof of the transaction.

4.4. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after its receipt.

Sec. 5. Rights and Duties

5.1 To the extent authorized under Texas law, PUBLIC AGENCY agrees to hold harmless CAPCOG from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG and shall name CAPCOG (including those representatives and agents listed in Section 1.4 as additional insured under PUBLIC AGENCY's general liability insurance policy or membership agreement in any government risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG (including those representatives and agents listed in Section 1.4 above) may seek coverage upon demand by CAPCOG (including those representatives and agents listed in Section 1.4 above), in the event of a covered claim.

5.2 The PUBLIC AGENCY agrees to waive any duty CAPCOG owes PUBLIC AGENCY by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

(i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy$_1$ terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge, or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered by, either party to the Agreement;

(iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;

(vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;

(vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,

(viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes.

Sec. 6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

Sec. 7. Independent Contractor

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Assignment and Subcontracting

8.1. PUBLIC AGENCY may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

Sec. 9. Records and Inspections

9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Sec. 15.

9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for four years after receiving its final payment under this Agreement.

9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY, agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.

9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

11.1. Agreement may be terminated by either party with a 60-day written notice delivered under the terms of Section 15.

Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

12.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.

12.3. If this agreement is suspended or terminated for unavailability of funds under Sec. 12, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 13. Termination for Breach of Contract

13.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.

13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 14. Dispute Resolution

14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with Sec. 14, toll the statute of limitations, or seek an injunction, until they exhausted the procedures set out in this Sec. 14.

14.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of negotiations.

14.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

14.4. The parties agree to continue performing their duties under the Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 15. Notice to Parties

15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.

15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. PUBLIC AGENCY's address is 1601 E Polk St. Burnet, Texas 78611.

15.3. A party may change its address by providing notice of the change in accordance with Sec. 15.1.

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

- Attachment A: Motorola Solutions Proposal - "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement"
- Attachment B: Project Representatives and Records Location
- Attachment C: Pricing Summary and Schedule

Sec. 17. Miscellaneous

17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.

17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.

17.5. This Agreement is executed in duplicate originals.

PUBLIC AGENCY	CAPITAL AREA COUNCIL OF GOVERNMENTS

By ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

By ______________________________

Name ______________________________

Title ______________________________

Date ______________________________

Date of governing body approval: ________________

Attachment B: Project Point of Contact and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Point of Contact, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or their indicated designee. Additionally, all invoices documentation must be sent to: CAECDaccounts@capcog.org.

Name ______________________ Telephone Number ______________________

Title ______________________ Fax Number ______________________

Email ______________________

Capital Area Council of
Governments
6800 Burleson Rd.
Building 310, Suite 165
Austin, Texas 78744

PUBLIC AGENCY Project Representative

Name ______________________ Telephone Number ______________________

Title ______________________ Fax Number ______________________

Email ______________________

Designated Location for Records Access and Review

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

1601 E Polk St.
Burnet, Texas 78611

Attachment C: Pricing Summary and Schedule

Pricing Summary: Motorola has agreed to provide the following equipment and services to Burnet County:

Description	Price
System Integration	$101,068.00
Equipment Total	$107,822.50
Discount	($28,261.00)
Grant Total Excluding Warranty	$173,036.75

Payment Schedule Between Motorola and Burnet County

Except for a payment that is due on the Effective Date, Customer (Burnet County) will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date); and
2. 50% of the Contract price due upon Final Acceptance.

Motorola shall make partial shipment of equipment and will request payment upon shipment of such equipment.
For Lifecycle Plan if not purchased in full upfront, Motorola will invoice Customer in advance of each year of the plan.

Reimbursement Schedule Between Public Agency (Burnet County) and CAPCOG (CAECD)

Total Cost to Public Agency	Public Agency Contribution	CAECD Funding Requested	CAECD Approved Funding	Project Cost Details
$211,000.50	$37,963.75	$173,036.75	$173,036.75	Installation and configuration of Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and replacement of existing recording control stations.

Upon completion of final acceptance of the project by the Public Agency, the Public Agency will provide to CAPCOG a copy of all invoices with copy(s) of the remittance check(s), cashier's check(s), or wire transfer(s)/ACH drawn on a U.S. financial institution and made payable to Motorola for the Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and control station replacements.

July 25, 2024

The Honorable James Oakley
Burnet County Judge
Via Email: countyjudge@burnetcountytexas.org

Dear Judge Oakley:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Burnet County a formula grant in the amount of $37,575. The **FY24 Formula Grant Statement of Grant Award** is attached. The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Please note that Burnet County's FY24 Formula Grant award will be disbursed in a single payment in August 2024 instead of quarterly payments.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend Burnet County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at Grants@TIDC.Texas.Gov or 1-866-499-0656.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Cc: ksmith@burnetcountytexas.org

TEXAS INDIGENT DEFENSE COMMISSION

Statement of Grant Award

FY24 Formula Grant

Date Issued:	July 25, 2024
Grant Number:	212-24-027
Grantee Name:	Burnet County
Program Title:	Formula Grant Program
Grant Period:	10/01/2023-9/30/2024
Grant Award Amount:	$37,575

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation:

- The sum of $15,000 plus;
- A calculation applied to the funds budgeted for FY2024 formula grants by the Commission based:
  - 50 percent on the County's percent of state population; and
  - 50 percent on the County's percent of statewide FY 2023 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
    - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
    - less the reimbursed costs of operating a regional program
    - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY24 Formula Grant Program Request for Applications issued in September 2023, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
-

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
BOARD OF MANAGERS MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 4. Consider Approving ILA with Burnet County Regarding the Completion and Reimbursement of the Radio System and Recorder Integration Project

GENERAL DESCRIPTION OF ITEM:

On March 13, 2024, the Board of Managers approved reallocating funds from the City of Austin/Caldwell County/Burnet County Communications Project for the completion of Burnet County's radio system and recorder integration project. The re-scoped project was based on the Motorola proposal provided to the City of Austin on behalf of Burnet County titled "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement" dated November 6, 2023. This proposal and reimbursement amount of **$173,036.00** was approved on March 13, 2024, with the expectation it would be purchased by the City of Austin for Burnet County and the existing ILA between City of Austin and CAECD would be the terms and requirements for issuing reimbursement. The attached ILA indicates that reimbursement will not exceed the cost of equipment and integration for completion of the project which totals **$173,036.00**.

THIS ITEM REPRESENTS A:

- ☐ New issue, project or purchase
- ☐ Routine, regularly scheduled item
- ☒ Follow-up to previously discussed item
- ☐ Special item requested by board member.
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER: **Richard Morales, Jr., Emergency Communications Director**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: **$173,036.00**
Source of funds: Multi-year CoA Motorola Project Balance

Is item already included in fiscal year budget?	☒ Yes	☐ No
Does item represent a new expenditure?	☐ Yes	☒ No
Does item represent a pass-through purchase?	☐ Yes	☒ No

If so, for what

ACTIONS REQUESTED:

Approve ILA with Burnet County to reimburse for the completion of the radio system and recorder integration project not to exceed the amount of $173,036.00.

BACK-UP DOCUMENTS ATTACHED:

1. Interlocal Agreement with Burnet County

BACK-UP DOCUMENTS NOT ATTACHED:

1. March 24 Agenda Item for Project
2. Motorola Proposal "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement

Interlocal Agreement Between The Capital Area Council of Governments and Burnet County Regarding The Radio System and Recorder Integration Project

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended.

1.2. Burnet County (PUBLIC AGENCY) is a county in Texas that operates one Emergency Communications Center (ECC) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

1.3. This agreement is entered between CAPCOG and PUBLIC AGENCY pursuant to Texas Government Code chapter 791 to reimburse the PUBLIC AGENCY for the purchase, installation, and configuration of Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and replacement of existing recording control stations.

1.4. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including CAPCOG and CAECD) and their representatives, individually, officially, and collectively.

1.5. CAPCOG and PUBLIC AGENCY collectively are referred to as "Parties" in this document.

Sec. 2. Goods and Services

2.1. The PUBLIC AGENCY agrees to complete the procurement and installation of Archiving Interface Server (AIS) and Customer Enterprise Network

(CEN) add-on with control station replacement in Burnet County.

2.2. The PUBLIC AGENCY agrees to be responsible for managing the project in accordance with the work program submitted to CAPCOG and incorporated into this agreement.

2.3. Upon completion and final acceptance, PUBLIC AGENCY agrees to assume ownership of the interoperable communications equipment purchased and is responsible for the support and routine maintenance of the interfacing components during the initial lifespan of the equipment in accordance with the equipment replacement schedule and in compliance with the terms of CAPCOG.

2.4. CAPCOG agrees to reimburse the PUBLIC AGENCY for the cost to complete the installation and configuration of the following equipment and software:

- One (1) Archiving Interface Server (AIS)
- One (1) Voice Processor Module (VPM) with AES Encryption
- One (1) rack mounted LCD KVM
- One (1) Customer Enterprise Network (CEN):
- One (1) LAN Switch
- One (1) Firewall
- GATRRS core level license to support AIS
- McAfee Anti-virus client license for the AIS
- Seven (7) APX Mobile Control Station
- Two (2) VHF Control Station Antennas and coax cabling to equipment room

These efforts will be completed in accordance with the described scope of work that is part of the drafted quote ("Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement") provided by Motorola Solutions to the City of Austin dated November 6, 2023.

Sec. 3. Term of Agreement

3.1. The effective date of this agreement is **August 14, 2024,** and ends, unless sooner terminated under Sec. 9, 10, or 11, on **August 31, 2025,** or extended by mutual agreement of project representatives.

Sec. 4. Agreement Price and Payment Terms

4.1. CAPCOG agrees to reimburse PUBLIC AGENCY for the goods and services provided under this Agreement, a total amount not to exceed $173,036.00 as described in Attachment C.

4.2. PUBLIC AGENCY shall submit any invoice(s) requesting payment through e-mail to caecdaccounts@capcog.org and to CAPCOG's representative identified in Attachment B.

4.3. PUBLIC AGENCY agrees to certify each invoice as follows:

- PUBLIC AGENCY certifies that this invoice is correct and complete and that the amount requested has not been previously received.
- PUBLIC AGENCY agrees to provide with the invoice appropriate documentation for equipment purchases, delivery, and installation as well as services performed. A copy of the vendor's invoice detailing aforementioned information and evidence of payment by the PUBLIC AGENCY in the form of a copy of a cashed check, ACH acceptance, or any other financial proof of the transaction.

4.4. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after its receipt.

Sec. 5. Rights and Duties

5.1 To the extent authorized under Texas law, PUBLIC AGENCY agrees to hold harmless CAPCOG from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG and shall name CAPCOG (including those representatives and agents listed in Section 1.4 as additional insured under PUBLIC AGENCY's general liability insurance policy or membership agreement in any government risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG (including those representatives and agents listed in Section 1.4 above) may seek coverage upon demand by CAPCOG (including those representatives and agents listed in Section 1.4 above), in the event of a covered claim.

5.2 The PUBLIC AGENCY agrees to waive any duty CAPCOG owes PUBLIC AGENCY by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

(i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy1 terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge, or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered by, either party to the Agreement;

(iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;

(vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;

(vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,

(viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes.

Sec. 6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

Sec. 7. Independent Contractor

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Assignment and Subcontracting

8.1. PUBLIC AGENCY may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

Sec. 9. Records and Inspections

9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Sec. 15.

9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for four years after receiving its final payment under this Agreement.

9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY, agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.

9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

11.1. Agreement may be terminated by either party with a 60-day written notice delivered under the terms of Section 15.

Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

12.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.

12.3. If this agreement is suspended or terminated for unavailability of funds under Sec. 12, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 13. Termination for Breach of Contract

13.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.

13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 14. Dispute Resolution

14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with Sec. 14, toll the statute of limitations, or seek an injunction, until they exhausted the procedures set out in this Sec. 14.

14.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of negotiations.

14.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

14.4. The parties agree to continue performing their duties under the Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 15. Notice to Parties

15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.

15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. PUBLIC AGENCY's address is 1601 E Polk St. Burnet, Texas 78611.

15.3. A party may change its address by providing notice of the change in accordance with Sec. 15.1.

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

- Attachment A: Motorola Solutions Proposal - "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement"
- Attachment B: Project Representatives and Records Location
- Attachment C: Pricing Summary and Schedule

Sec. 17. Miscellaneous

17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.

17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.

17.5. This Agreement is executed in duplicate originals.

PUBLIC AGENCY	CAPITAL AREA COUNCIL OF GOVERNMENTS

By ______________________

Name ______________________

Title ______________________

Date ______________________

By ______________________

Name ______________________

Title ______________________

Date ______________________

Date of governing body approval: ______________

Attachment B: Project Point of Contact and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Point of Contact, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or their indicated designee. Additionally, all invoices documentation must be sent to: CAECDaccounts@capcog.org.

Name ____________________ Telephone Number ____________________

Title ____________________ Fax Number ____________________

Email ____________________

Capital Area Council of Governments
6800 Burleson Rd.
Building 310, Suite 165
Austin, Texas 78744

PUBLIC AGENCY Project Representative

Name ____________________ Telephone Number ____________________

Title ____________________ Fax Number ____________________

Email ____________________

Designated Location for Records Access and Review

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

1601 E Polk St.
Burnet, Texas 78611

Attachment C: Pricing Summary and Schedule

Pricing Summary: Motorola has agreed to provide the following equipment and services to Burnet County:

Description	Price
System Integration	$101,068.00
Equipment Total	$107,822.50
Discount	($28,261.00)
Grant Total Excluding Warranty	$173,036.75

Payment Schedule Between Motorola and Burnet County

Except for a payment that is due on the Effective Date, Customer (Burnet County) will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date); and
2. 50% of the Contract price due upon Final Acceptance.

Motorola shall make partial shipment of equipment and will request payment upon shipment of such equipment.
For Lifecycle Plan if not purchased in full upfront, Motorola will invoice Customer in advance of each year of the plan.

Reimbursement Schedule Between Public Agency (Burnet County) and CAPCOG (CAECD)

Total Cost to Public Agency	Public Agency Contribution	CAECD Funding Requested	CAECD Approved Funding	Project Cost Details
$211,000.50	$37,963.75	$173,036.75	$173,036.75	Installation and configuration of Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and replacement of existing recording control stations.

Upon completion of final acceptance of the project by the Public Agency, the Public Agency will provide to CAPCOG a copy of all invoices with copy(s) of the remittance check(s), cashier's check(s), or wire transfer(s)/ACH drawn on a U.S. financial institution and made payable to Motorola for the Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and control station replacements.

INTER-LOCAL AGREEMENT BETWEEN
BURNET COUNTY, TEXAS
AND
THE CITY OF HIGHLAND HAVEN, TEXAS

This Agreement is made on the ___ day of _______________, 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 HIGHLAND HAVEN, a municipal corporation, hereinafter referred to as the "CITY".

WHEREAS, the Inter-Local Cooperation Act, Chapter 791 of the Texas Government Code authorizes units 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, Chapters 791 of the Texas Government Code, for the performance of governmental functions and services and in accordance with Section 251.012 of the Texas Transportation Code. Specifically, this agreement concerns the pavement of public streets located within the CITY. BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of $15,000 per year, per state statute; and

WHEREAS, BURNET COUNTY provides these services to the citizens of BURNET COUNTY, and has the capacity to service the needs of the public citizens within the city limits of CITY; and

WHEREAS, BURNET COUNTY and CITY have investigated and determined the project discussed in this agreement would be advantageous and beneficial to both CITY and to BURNET COUNTY as public roadways are commonly used by county residents and thus said project serves a public purpose. The Burnet County Commissioners Court deem that this project results in benefits to the county; and

WHEREAS, the governing bodies of CITY and BURNET COUNTY desire to foster goodwill and cooperation between the two entities; and

WHEREAS, CITY and BURNET COUNTY, deem it to be in the best interest of both entities to enter into this Agreement relative to the project described above and for such other and additional services as the parties may subsequently agree to be the execution of separate agreements and in consideration of the mutual covenants contained herein, CITY and BURNET COUNTY agree as follows:

SERVICES TO BE PERFORMED

CITY agrees to engage BURNET COUNTY to perform road maintenance work on public street(s) location in CITY, BURNET COUNTY will provide manpower and equipment for the project in an amount not to exceed a value of $15,000 per year, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

DURATION OF AGREEMENT

Unless mutually initiated, cancelled, or terminated by written notice, this Agreement shall commence on the date of execution and shall remain in effect until terminated by one of the parties.

COMPENSATION

BURNET COUNTY recognizes that "in kind" services shall be provided by CITY in consideration of this agreement. These "in kind" services may take place in the form of various acts and contributions. Amongst these types of services, CITY may provide material, equipment, manpower, or other resources it may possess for use on any COUNTY project that is deemed by CITY to serve a public purpose. Such compensation shall be provided upon request of COUNTY and upon a determination by CITY that said "in kind" services are available for use by COUNTY during the duration of this agreement. CITY'S "in kind" compensation shall be limited to an amount not to exceed $15,000 in value, per state statute.

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 not be entitled to participate in any pension or other benefits that BURNET COUNTY provides 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 be certified mail, return receipt requested. Notice to BURNET COUNTY shall be sufficient if made or addressed to the office of the County Judge. Notice to CITY shall be sufficient if made or addressed to the office of its Mayor.

IMISCELLANEOUS PROVISIONS

Indemnification:

CITY agrees to the extent allowed by law to promptly defend, indemnify and hold COUNTY harmless from and against any and all claims, demands, suits causes of action, and judgement 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 CITY and its respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

COUNTY agrees to the extent allowed by law to promptly defend, indemnify and hold CITY harmless from and against any and all claims, demands, suits causes of action, and judgments for (a) damages to the loss or property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income of wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of COUNTY and its respective agents, officers, and or employees in the performance of their activities or duties pursuant to this Agreement.

Entire Agreement

This document 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 or not 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 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 present 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 duly passed and approved and are not 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 counterpart executed by such entity.

City of Highland Haven Texas	Burnet County, Texas
By: Mayor, Olan Kelley	Judge James Oakley, Burnet County
Date ______________	Date: ______________

10-1-24

PROPOSAL

Brighter under the sun

Created for:
Burnet County

Sun Life Financial®

Renewal Rates Section

Renewal Effective Date: October 1, 2024

Group Sponsor Name:	Burnet County
Group Policy Number:	226288

Sun Life will continue this coverage at the referenced renewal rates provided that premium owed is paid to date.

Basic Life

Employee Basic Life and AD&D Current Rates

Coverage	Total employees	Current monthly rate	Total current monthly volume	Total current monthly premium	Total current annual premium
Employee Basic Life:	334	$0.286	$6,680,000	$1,910	$22,926
Employee Basic AD&D	334	$0.024	$6,680,000	$160	$1,924
Total estimated premium				$2,071	$24,850
Rate basis: Per $1,000 of volume					
There could be income tax and ERISA implications when the employer-funded Basic Life rates are subsidized by employee-funded Optional Life rates. Subsidized rates may create additional imputed income for some employees (under IRC Section 79) and may implicate ERISA's fiduciary rules. You should review these issues with your tax and ERISA counsel before implementing a subsidized group basic and optional life plan.					

Employee Basic Life and AD&D Renewal Rates

Coverage	Total employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Basic Life:	334	$0.300	$6,680,000	$2,004	$24,048
Employee Basic AD&D	334	$0.024	$6,680,000	$160	$1,924
Total estimated premium				$2,164	$25,972
Rate basis: Per $1,000 of volume					
There could be income tax and ERISA implications when the employer-funded Basic Life rates are subsidized by employee-funded Optional Life rates. Subsidized rates may create additional imputed income for some employees (under IRC Section 79) and may implicate ERISA's fiduciary rules. You should review these issues with your tax and ERISA counsel before implementing a subsidized group basic and optional life plan.					

Current Prem
6.20 Per Emp.
Renewal Rate
6.48 Per Emp

Group Basic Life and AD&D coverage is underwritten by Sun Life As Series 93P-LH.

Optional Life

Employee Optional Life and Dependent Optional Life Current Rates

Employee Optional Life

Age band	Participating employees	Current monthly rate	Current monthly volume	Current monthly premium
Under age 20	0	$0.061	$0	$0
20–24	0	$0.061	$0	$0
25–29	2	$0.061	$200,000	$12
30–34	0	$0.069	$0	$0
35–39	2	$0.091	$200,000	$18
40–44	4	$0.130	$380,000	$49
45–49	2	$0.230	$51,000	$12
50–54	6	$0.371	$390,000	$145
55–59	5	$0.581	$500,000	$291
60–64	4	$0.910	$450,000	$410
65–69	2	$1.629	$130,000	$212
70–74	1	$2.921	$19,500	$57
75–79	0	$4.821	$0	$0
80–84	0	$9.761	$0	$0
85 and over	0	$9.761	$0	$0

Rate basis: Per $1,000 of volume

Spouse Optional Life

Age band	Participating employees	Current monthly rate	Current monthly volume	Current monthly premium
Under age 20	0	$0.061	$0	$0
20–24	0	$0.061	$0	$0
25–29	0	$0.061	$0	$0
30–34	0	$0.069	$0	$0
35–39	1	$0.091	$50,000	$5
40–44	2	$0.130	$90,000	$12
45–49	2	$0.230	$11,000	$3
50–54	1	$0.371	$30,000	$11
55–59	3	$0.581	$150,000	$87
60–64	2	$0.910	$90,000	$82
65–69	1	$1.629	$20,000	$33

Rate basis: Per $1,000 of volume

Totals

Coverage	Total participating employees	Current monthly rate	Total current monthly volume	Total current monthly premium	Total current annual premium
Employee Optional Life	28	N/A	$2,320,500	$1,205	$14,459
Spouse Optional Life	12	N/A	$441,000	$232	$2,778
Child Optional Life	12	$0.187	$105,000	$20	$236
Total current premium				$1,456	$17,474

Rate basis: Per $1,000 of volume

Group Optional Life coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Employee Optional Life and Dependent Optional Life Renewal Rates

Employee Optional Life

Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	$0.061	$0	$0
20–24	0	$0.061	$0	$0
25–29	2	$0.061	$200,000	$12
30–34	0	$0.069	$0	$0
35–39	2	$0.091	$200,000	$18
40–44	4	$0.130	$380,000	$49
45–49	2	$0.230	$51,000	$12
50–54	6	$0.371	$390,000	$145
55–59	5	$0.581	$500,000	$291
60–64	4	$0.910	$450,000	$410
65–69	2	$1.629	$130,000	$212
70–74	1	$2.921	$19,500	$57
75–79	0	$4.821	$0	$0
80–84	0	$9.761	$0	$0
85 and over	0	$9.761	$0	$0
Rate basis: Per $1,000 of volume				

Spouse Optional Life

Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	$0.061	$0	$0
20–24	0	$0.061	$0	$0
25–29	0	$0.061	$0	$0
30–34	0	$0.069	$0	$0
35–39	1	$0.091	$50,000	$5
40–44	2	$0.130	$90,000	$12
45–49	2	$0.230	$11,000	$3
50–54	1	$0.371	$30,000	$11
55–59	3	$0.581	$150,000	$87
60–64	2	$0.910	$90,000	$82
65–69	1	$1.629	$20,000	$33
Rate basis: Per $1,000 of volume				

Totals

Coverage	Total participating employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Optional Life	28	N/A	$2,320,500	$1,205	$14,459
Spouse Optional Life	12	N/A	$441,000	$232	$2,778
Child Optional Life	12	$0.187	$105,000	$20	$236
Total estimated premium				$1,456	$17,474
Rate basis: Per $1,000 of volume					

Group Optional Life coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Basic Life

Plan design and rates

Employee Basic Life and AD&D plan design

Employee Basic Life	
Eligible employees	All Full-Time United States Employees working in the United States who are scheduled to work a minimum of 30 hours per week
Effective Date	October 1, 2024
	Class 1
Class description	All Eligible Employees
Waiting Period	First of the month following 90 days of employment
Benefit amount	Flat $20,000
Maximum benefit	$20,000
Guaranteed Issue amount	Up to the maximum benefit
Contributions	Noncontributory
Participation requirement	100%

Employee Basic AD&D	
Eligible employees	All Full-Time United States Employees working in the United States who are scheduled to work a minimum of 30 hours per week
Effective Date	October 1, 2024
	Class 1
Class description	All Eligible Employees
Benefit amount	Flat $20,000
Maximum benefit	$20,000
Compulsory coverage	Yes
Contributions	Noncontributory
Participation requirement	100%

Basic Life rates

Coverage	Total employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Basic Life	334	$0.300	$6,680,000	$2,004	$24,048
Employee Basic AD&D	334	$0.024	$6,680,000	$160	$1,924
Total estimated premium				$2,164	$25,972

Rate basis: Per $1,000 of volume

There could be income tax and ERISA implications when the employer-funded Basic Life rates are subsidized by employee-funded Optional Life rates. Subsidized rates may create additional imputed income for some employees (under IRC Section 79) and may implicate ERISA's fiduciary rules. You should review these issues with your tax and ERISA counsel before implementing a subsidized group basic and optional life plan.

Sequence Number: 2

Included in this plan:

- This proposal is net of broker commissions
- 24-month rate guarantee from the Effective Date
- Employee age reductions: None
- Waiver of Premium: For employees with an approved disability prior to age 65, premium is waived until age 65 or for 12 months (whichever is later). For employees disabled on or after age 65 but prior to age 70, premium is waived for 12 months. There is no Elimination Period to satisfy before the Waiver of Premium begins.

  Waiver of Premium is provided on the following benefits: Employee Basic Life.

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

- Portability: Coverage may be ported upon termination of active employment.
- Conversion Privilege
- Employee Accelerated Death Benefit of 75% to a maximum of $500,000.
- If Value-Added Services Choice #1 is selected, Emergency Travel Assistance is included for all employees and their dependents, and Identity Theft Protection is included for all employees.[2]
- If Value-Added Services Choice #2 is selected, Claimant Support Services and Online Will Preparation are included for all employees and their dependents.[2]
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a layoff.
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a leave of absence approved by the policyholder.
- Coverage will be continued on a premium-paying basis for a period of 12 month(s) during a period of injury or sickness.
- Earnings definition: Earnings are defined as the current earnings reported by the employer. Earnings include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. Earnings do not include commissions, bonuses, overtime, or any other compensation.
- 24-hour AD&D coverage
- Special AD&D benefits:
  - Air Bag
  - Bereavement Counselling
  - Business Travel
  - Dependent Education - Child
  - Dependent Education - Spouse
  - Helmet
  - Seat Belt

Footnote information is located in the General Disclosures section on the last page of this proposal.

Group Basic Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Optional Life

Plan design and rates

Employee Optional Life and Dependent Optional Life plan design

Employee Optional Life	
Eligible employees	All Full-Time United States Employees working in the United States enrolled in Employee Basic Life Insurance who are scheduled to work a minimum of 30 hours per week
Effective Date	October 1, 2024
	Class 1
Class description	All Eligible Employees
Waiting Period	First of the month following 90 days of employment
Benefit amount	Increments of $10,000
Maximum benefit	$500,000 or 5 times annual earnings, whichever is less
Guaranteed Issue amount	$100,000 or 3 times annual earnings, whichever is less
Participation requirement	25%

Spouse Optional Life	
Eligible employees	All Full-Time United States Employees working in the United States enrolled in Employee Optional Life Insurance who are scheduled to work a minimum of 30 hours per week
Effective Date	October 1, 2024
	Class 1
Class description	All Eligible Employees
Spouse benefit amount	Increments of $5,000
Spouse maximum benefit	$50,000
Spouse Guaranteed Issue amount	Up to the maximum benefit
Maximum % of employee coverage	50%
Spouse termination age	70

Employee must elect Optional Life to elect Dependent Optional Life

Child Optional Life		
Eligible employees	All Full-Time United States Employees working in the United States enrolled in Employee Optional Life Insurance who are scheduled to work a minimum of 30 hours per week	
Effective Date	October 1, 2024	
	Class 1	
Class description	All Eligible Employees	
Child benefit amount	Increments of $2,000	
Child maximum benefit	$10,000	
Full child benefit begins	6 months	
Child benefit by age	14 days to 6 months	$500
Child eligibility	Unmarried dependent children from 14 days to age 25 or to age 25 if full-time student	
Maximum % of employee coverage	50%	

Employee must elect Optional Life to elect Dependent Optional Life

Optional Life rates

Employee Optional Life				
Age band	**Participating employees**	**Monthly rate**	**Estimated monthly volume**	**Estimated monthly premium**
Under age 20	0	$0.061	$0	$0
20–24	0	$0.061	$0	$0

Group Optional Life coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

25–29	2	$0.061	$200,000	$12
30–34	0	$0.069	$0	$0
35–39	2	$0.091	$200,000	$18
40–44	4	$0.130	$380,000	$49
45–49	2	$0.230	$51,000	$12
50–54	6	$0.371	$390,000	$145
55–59	5	$0.581	$500,000	$291
60–64	4	$0.910	$450,000	$410
65–69	2	$1.629	$130,000	$212
70–74	1	$2.921	$19,500	$57
75–79	0	$4.821	$0	$0
80–84	0	$9.761	$0	$0
85 and over	0	$9.761	$0	$0
Rate basis: Per $1,000 of volume				

Spouse Optional Life

Age band	Participating employees	Monthly rate	Estimated monthly volume	Estimated monthly premium
Under age 20	0	$0.061	$0	$0
20–24	0	$0.061	$0	$0
25–29	0	$0.061	$0	$0
30–34	0	$0.069	$0	$0
35–39	1	$0.091	$50,000	$5
40–44	2	$0.130	$90,000	$12
45–49	2	$0.230	$11,000	$3
50–54	1	$0.371	$30,000	$11
55–59	3	$0.581	$150,000	$87
60–64	2	$0.910	$90,000	$82
65–69	1	$1.629	$20,000	$33
Rate basis: Per $1,000 of volume				

Totals

Coverage	Total participating employees	Monthly rate	Total estimated monthly volume	Total estimated monthly premium	Total estimated annual premium
Employee Optional Life	28	N/A	$2,320,500	$1,205	$14,459
Spouse Optional Life	12	N/A	$441,000	$232	$2,778
Child Optional Life	12	$0.187	$105,000	$20	$236
Total estimated premium:				$1,456	$17,474
Rate basis: Per $1,000 of volume					

Sequence Number: 2

Included in this plan:

- A flat 10% broker commission
- 24-month rate guarantee from the Effective Date
- Employee age reductions: All coverage amounts reduce to 65% at age 70, 50% at age 75.
- Spouse age reductions: None
- Waiver of Premium: For employees with an approved disability prior to age 65, premium is waived until age 65 or for 12 months (whichever is later). For employees disabled on or after age 65 but prior to age 70, premium is waived for 12 months. There is no Elimination Period to satisfy before the Waiver of Premium begins.
  Waiver of Premium is provided on the following benefits: Employee Optional Life.
- Portability: Coverage may be ported upon termination of active employment.
- Conversion Privilege
- Employee Accelerated Death Benefit of 75% to a maximum of $500,000

Group Optional Life coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a layoff.
- Coverage will be continued on a premium-paying basis for a period of 1 month(s) during a leave of absence approved by the policyholder.
- Coverage will be continued on a premium-paying basis for a period of 12 month(s) during a period of injury or sickness.
- Employee coverage is rounded to the next highest $1,000.
- Earnings definition: Earnings are defined as the current earnings reported by the employer. Earnings include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. Earnings do not include commissions, bonuses, overtime, or any other compensation.

Group Optional Life coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Assumptions

- Dependents are eligible for coverage only when the employee is insured. Dependent coverage amounts are subject to state requirements.
- Coverage for dependents who are hospital-confined due to illness or injury will be effective on the date they are no longer hospital-confined. Hospital-confined does not apply to a newborn child.
- Notification of any employer-completed merger or acquisition.
- Evidence of Insurability is required for late entrants, coverage increases, and coverage in excess of the Guaranteed Issue amount.

Group Life and AD&D coverage is underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) under Policy Form Series 93P-LH.

Circle S Pest Control, Inc.

PO BOX 771 Burnet, TX 78611 (512) 756-6645 TPCL # 6353

CIRCLE S PEST CONTROL, INC. will provide routine **Pest Control Service** (preventative pesticide inspections and treatments) for the **control** of spiders, cockroaches, water roaches, scorpions, beetles, ants, earwigs and sow bugs. Please note: treatment for fleas, bees, wasps or hornets will be priced and treated separately. The same applies to termite treatment and rodent control, which includes trapping, baiting and exclusion.

Pest Control Service will consist of:

(a) Quarterly-indoor spraying and outdoor perimeter spraying with chemical product(s) approved for its intended use and applied in a manner consistent with regulations established by the State of Texas. Glue-boards will be used when necessary and beneficial at a cost of **$20 per case** of 72.

(b) Monthly-outdoor bait boxes will be installed (as needed) for rodent control at a one-time cost of **$35 each.** (Currently, bait boxes are in place at the N. Annex, Sheriff's Office, AgriLife and the JCM Memorial Library). All bait boxes will be inspected monthly and refilled as needed at a cost of **$25 per month, per location.** If rodent exclusion becomes necessary, the area(s) will be assessed and priced for work within our scope of work.

(c) Tri-Annually (3 times a year) – fire ant programs will be provided in the spring, summer and fall, typically March, June and September, for the 5 locations requested.

Routine Pest Control Services will be scheduled in advance with the Maintenance Supervisor and all buildings posted with a 48-hour **NOTICE OF PEST CONTROL TREATMENT.** Services will be performed at times mutually agreed upon as to not disrupt the normal operations of any department.

Complaints or recall work that is necessary between scheduled services will be handled within 24-hours after notification at a cost of **$50 per hour** (1-hour minimum). That charge will cover the labor and materials to satisfy the complaint or recall.

In addition to the above-mentioned routine **Pest Control Service**, the following services will be provided on an as-needed basis and at an additional cost to the County:

(a) Spraying of pecan trees, shrubs and lawns for the control of insects, other than fire ants, will be performed on an as-needed basis at a cost of **$50 per hour** (1-hour minimum) and **cost/plus 10%** for the chemical product(s) needed for the treatment.

(b) Where a service is requested on any additional building(s) not currently set up on the routine Pest Control Service, a cost will be provided to the County and mutually agreed upon before service is performed.

(c) If an inspection reveals a termite infestation, treatment options and costs will be provided to the County and mutually agreed upon before service is performed.

(d) During cricket season, additional outdoor perimeter spraying may be necessary. The cost for that service will be **$50 per hour** (1-hour minimum) and **cost/plus 10%** for the chemical product(s) needed for the treatment.

General Pest Control	Quarterly (x4)	Annual Cost
AgriLife, N. Vandeveer	100.00	400.00
Herman Brown Library, 100 E. Washington	100.00	400.00
County Courthouse, 220 S. Pierce St.	150.00	600.00
Annex on the Square, 133 E. Jackson	60.00	240.00
Public Services Bldg., 120 Co Rd 250	75.00	300.00
Elections Bldg., 106 W. Washington	45.00	180.00
Historic Jail, 200 E. Washington	60.00	240.00
Maintenance Shop, 601 E. Coke	75.00	300.00
Sheriff (Law Enforcement), 1601 E. Polk	275.00	1100.00
Elections Bldg., 1701 E. Polk	45.00	180.00
Records Storage, 1701 E. Polk	45.00	180.00
Courthouse, N. Annex, 1701 E. Polk	80.00	320.00
South Annex, 810 Steve Hawkins Pkwy	75.00	300.00
Burnet County Jail, 900 County Lane*	450.00	1800.00
Emergency Mgmt & Magistrate, 607 N Vandeveer	135.00	540.00
Burnet County Precinct 2 Storage, 597 FM 2657	200.00	800.00
Joann Cole Mitte Memorial Library, Bertram	275.00	1100.00
TOTAL QUARTERLY AND ANNUAL COST	**$2,245.00**	**$8,980.00**

*Entire facility to be treated quarterly, kitchen to be treated monthly @ 75.00 per month

Rodent Control	Monthly (x 12)	Annual Cost
Courthouse, N. Annex, 1701 E. Polk	25.00	300.00
Sheriff (Law Enforcement), 1601 E. Polk	25.00	300.00
AgriLife, N. Vandeveer	25.00	300.00
JCM Memorial Library, Bertram	25.00	300.00
TOTAL MONTHLY AND ANNUAL COST	**$100.00**	**$1,200.00**

Fire Ant Program	Tri-Annual (x3)	Annual Cost
County Courthouse, 220 S. Pierce St.	90.00	270.00
Courthouse, N. Annex, 1701 E. Polk	90.00	270.00
South Annex, 810 Steve Hawkins Pkwy	90.00	270.00
Sheriff (Law Enforcement), 1601 E. Polk**	90.00	270.00
Juvenile Probation, 200 E. Washington	60.00	180.00
TOTAL TRI-ANNUAL AND ANNUAL COST	**$420.00**	**$1,260.00**

**Cost to treat immediate public areas only.

Invoices will be sent upon completion of work and payment is appreciated upon receipt.

Should you feel a need to cancel this Agreement, we kindly request a 30 day notice.

We hereby propose to furnish labor and materials, complete in accordance with the above specification, for the period of October 1, 2024 through September 30, 2025.

Jami Hood
Signature

07/31/2024
Date

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payment will be made accordingly.

ACCEPTED:

____
Signature

____
Date

____
Signature

____
Date

Licensed and regulated by the Texas Department of Agriculture
PO BOX 12847, Austin TX 78711-2847
Phone 866-914-4481 Fax 888-232-2567

E-Rate Central Letter of Agency

7/22/2024

Universal Service Administrative Company
Schools and Libraries Division
700 12th Street, NW, Suite 900
Washington, DC 20005

To Whom It May Concern:

This letter will confirm that we have engaged E-Rate Central to assist in our E-rate application and processing. To facilitate this assignment, we have authorized E-Rate Central personnel to:

- Access and/or generate E-rate information within USAC's E-Rate Productivity Center ("EPC")
- File Form 486s on our behalf for approved funding based upon the CIPA documentation provided
- File Form 472 discount reimbursements through USAC's online BEAR system (E-rate) or
- File Form 500, upon direction, through USAC's EPC Portal
- Respond on our behalf to requests from FCC, USAC, SLD, PIA, or any other person or entity acting on their behalf, relating to all E-rate related matters for any and all funding years.
- Provide filing and forms support for the Emergency Connectivity Fund and/or the Emergency Broadband Benefit programs.

E-Rate Central is also authorized to represent us in all communications with our service providers regarding all matters pertaining to the E-rate application and funding process for related funding years. Specifically, E-Rate Central is authorized to access copies of invoices, billing records, customer service records (including Customer Proprietary Network Information ("CPNI")), contracts, service agreements, and any other information needed to facilitate the E-rate process.

Please be advised that E-Rate Central does not provide us with any services that are eligible for E-rate discounts, nor does E-Rate Central have responsibility for our selection of vendors providing such services.

This Letter of Agency ("LOA") shall remain in effect as long as E-Rate Central is designated as our E-rate consultant in EPC.

Sincerely,

<Name>
<Title>

#850

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: July 24, 2024

NAME OF EVENT: Taste Highland Lakes

NAME OF ORGANIZATION: Kingsland/Lake LBJ Chamber & Visitor Center

MAILING ADDRESS (include street, city, state:

309 RM 1431, Kingsland, TX 78639

CONTACT PERSONS: Terri Schexnayder, Marketing, Phone: 512.786.7938 or Darlene Zubkus, Office Manager, **Phone:** (325) 388-6211.

LIST NAMES OF BOARD (if applicable):Board of Directors and Staff

Melody Yanniell – President – Prosperity Bank

Karen Raven – Vice President – Boat Town

Barbara Rosenberger – Secretary - Highland Lakes Newspapers LLC

Mason King - Treasurer - First United Bank

Mary Ann Atwood – Director – Kingsland Garden Club

Preston Danna – Director – Danna Tree & Lawn Service

Cynthia Green – Director – Sharing the Harvest

Mina Martin – Director – Log Country Cove

Tara McAlister – Director - McAlister Realty

Gregg Miller – Director – Hill Country Land Dev. Groups

Sarah Nelson-Jackson - Director - Independence Title

Andy Virdell – Director - LandMasters Real Estate

Susan Patten – President Emeritus – Valentine Lakeside

Darlene Zubkus - Office Manager

DATES OF EVENT: Saturday, September 28, 2024

WHAT IS YOUR ADVERTISING PLAN:

Please see attached "Taste highland Lakes" advertising plan for July – Sept. 28, 2024.

LIST OTHER SPONSORS PARTICIPATING AND LEVELOF SPONSORSHIPS (All $300-600 level Vendors):

- Decadent Saint Winery
- Boat Town Burger Bar
- Fresh Bit3s
- Milers Meat Market & Smokehouse
- Thirsty Armadillo
- Packsaddle Nectars & Fain's Honey
- Garrison Brothers Distillery
- Bear King Brewery
- Bayview Restaurant
- Dolce Vida Tequila
- Uplift Winery

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

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

Signature: Terri Schexnayder

Print name: Terri Schexnayder

Title: Marketing Specialist, Chamber

Date: 7/29/24

PROJECTED ATTENDANCE: 250 – 300, based on 2023 Event Attendance

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

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

TASTE

$300

* Logo on all event material

* Signage at the event

* 2 VIP admission tickets

EXPLORE

$600

* Logo on all event material

* Signage at the event

* 4 VIP admission tickets

INDULGE

$850

* Logo on all event materials

* Signage at the event

* Recognition by emcee at event

* 6 VIP admission tickets

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

CONFLICT OF INTEREST QUESTIONNAIRE | FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A**

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

Kingsland Chamber/Tourism Advertising Budget: Taste Highland Lakes

CATEGORY	Name of Publication/Online	Notes/Circulation/Message	Placements/Costs	Total Estimate
BILLBOARDS	(2) Boards – Hwy. 71/Spicewood And 281 in Burnet		$500/Mon. X 2	$ 2,000
Highland Lakes Publishing (Print & Online)				
	Banners and Newspaper Space Ads			$ 1,150
Victory Media (Print & Online)				
	101.com/Daily Trib.com	Lead banner (Aug, September)	Monthly	$ 300
Hill Country Current (NP/Monthly)		63,000 readers _Various Hill Country (August, Sept. ½-page)) Plus 250-word advertorial each placement		$ 1,450
Texas Tourism				
Tour Texas.com/E-News		25,000 Impressions/Targeted Emails Taste ("Hot & Happening - Aug) Taste ("Road Trips" – Sept.)		$ 1, 100
		TOTAL "TASTE" 2024		**$ 6,000 ***

- **Numerous free calendar listings too in TX Highways and TX Coop Power Magazines**

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event
EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: August 1, 2024

NAME OF EVENT: Fall Affair 2024: A Celebration of Faith Through Art

NAME OF ORGANIZATION: Beloved Gallery

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

PO Box 1149, Marble Falls, TX 78654

CONTACT PERSON: Donna Wilcox, Executive Director of Beloved Gallery

LIST NAMES OF BOARD (if applicable):

Lewis Cirne; Kirsten Vliet; Donna Vliet; Donna Wilcox, Executive Director

DATES OF EVENT:

October 25-27, 2024

PROJECTED ATTENDANCE: 1500-2000

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

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

$2,500 – Supporting Sponsor logo included on the website, social media, and email marketing.

The logo will also be on printed signage at the event.

WHAT IS YOUR ADVERTISING PLAN:

Social media for a global reach, local and regional radio, local newspaper print and digital advertising, local magazine advertising, banner signage on Hwy 281, and distribution of event flyer cards

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Beloved in Christ Foundation – Presenting; The Woodforest Charitable Foundation- Symphony Of Art Sponsor, Payne Family-Platinum sponsor, ValueBank of Texas- Silver sponsor, Nunnally Family- Silver sponsor, Rekieta Family-Silver sponsor, Larkam Family-silver sponsor

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.
"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Donna Wilcox

Print name: Donna Wilcox

Title: Executive Director of Beloved Gallery and Beloved Cafe

Date: August 2, 2024

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

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event
EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE:_

NAME OF EVENT: FiestaJAM 2024
NAME OF ORGANIZATION: FiestaJAM on Lake Marble Falls 501C3

MAILING ADDRESS (include street, city, state, zip)
906 Ave D Marble Falls, TX 78654

CONTACT PERSON: Richard Westerman

LIST NAMES OF BOARD (if applicable):

Richard Westerman, Robert Linder, Andrea Welch, Tex Toler, Leslie Collier, and John A Martinez

DATES OF EVENT:
October 10th, 11th, and 12th

PROJECTED ATTENDANCE: 3000 (Note: We are planning a week long event the week of April 20, 2025. Likely 2 events a year-spring and Fall

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

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

Event Sponsor-$5000. Logo on all printed and online marketing.

Banner at Event- VIP passes

VIP Seating for 6 persons and all three day tickets for each.

WHAT IS YOUR ADVERTISING PLAN:

We are using a " professional PR" individual—utilizing Posters, All Social Media, Newspapers, Magazines, Radio, and TV plus You Tube videos.

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

We are just starting the process of acquiring sponsors. City of Marble Falls $10,000. We have also applied to the Marble Falls EDC for $5000

Our Corporate Title Sponsor $10,000. Music Sponsor $2500, Song Sponsor $1000. Lyric Sponsor $500 (Same Levels as last year)

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.
"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: Richard Westerman

Print name: Richard Westerman

Title: President

Date: July 24, 2024

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

FiestaJAM on Lake Marble Falls

October 10th, 11th & 12th

List of events:

October 10th (at Lakeside Pavilion)

1) Preliminary round of the Kent Finlay Texas Song Search. The winner will secure a place as a finalist in our April 2025 event.
2) Kickoff event with John A Martinez, Brandon Barnhill and Wake Eastman.
3) All female songwriters round featuring Terri Hendrix, Sarah Pierce, and Susan Gibson

October 11th (at Lakeside Pavilion)

1) by Event will feature Walt Wilkins and Friends including Bernie Nelson (This list will be complete next week.)

October 12th (at Brass Hall)

1) The Outlaw Firm
2) Shak Russel
3) Micheal Hern
4) Shawn Camp

We will also have Randy Collier and Grassland worked into the schedule.

We are working with Doug Winters of Bear King brewing. He is working with Lacey Dingman with our Parks Dept. to put together a beer & wine tasting event with local brewers at Lakeside Pavilion during the day. We will have our finalist with the Kent Finlay Texas Song Search playing a few songs each for their entertainment.

Acts are subject to change as these entertainers/songwriters may have a change in there schedules. FiestaJam's goal is to brign Grammy quality entertainment to the Texas Hill Country.