



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

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

SPECIAL MEETING DATE: Wednesday, AUGUST 7, 2024

MEETING TIME: 2:00 p.m.

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

1. Call to Order
2. 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.
3. Discussion and/or action regarding the selection of members to serve on the Salary Grievance Committee (Oakley)
4. Discussion and/or action concerning prior courts approval of newspaper ad as required for elected officials' salaries and possible action on amended ad (Oakley)
5. **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).
6. Reconvene in Open Session.
7. Discussion and/or action regarding items discussed in Executive Session.
8. Discussion and/or action regarding Department Updates:
9. Acknowledgement of Receipt:
 - a. From Bluebonnet Trails notice of grant ending for Crisis Intervention Officer on 8/31/24
 - b. From the Texas Historic Commission - Courthouse Preservation Program, denial of grant application for basement repairs

10. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Interlocal agreement with the City of Marble Falls and Burnet County for manpower and equipment to apply chip and seal paving on city streets
11. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
 - a. Award the bid for the windows on the Brigg's building
12. 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.
13. Calendar Review.
14. 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 2nd day of August, 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
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Joe Don Dockery
Precinct 4

Special Session

9.

Meeting Date: 08/07/2024

Subject

Acknowledgement of Receipt:

- a. From Bluebonnet Trails notice of grant ending for Crisis Intervention Officer on 8/31/24
 - b. From the Texas Historic Commission - Courthouse Preservation Program, denial of grant application for basement repairs
-

Attachments

Bluebonnet trails

Tx Historical letter



Jana Teague <jteague@burnetcountytexas.org>

RE: FY 25

1 message

Richardson, Andrea <Andrea.Richardson@bbtrails.org>Mon, Jun 10, 2024 at
4:59 PM

To: Jana Teague <jteague@burnetcountytexas.org>

Cc: Karin Smith <ksmith@burnetcountytexas.org>, James oakley
<judgejamesoakley@gmail.com>

Jana,

Thank you for your question regarding the Bluebonnet Trails Community Services Senate Bill 292 (SB 292) grant funding supporting crisis diversion services in Burnet County. The Burnet County crisis diversion/mental health deputy program has been funded through a SB 292 grant award to Bluebonnet Trails Community Services. This grant funding was initiated by the 85th Texas Legislative Session during 2016.

No, the funding will not continue for FY 2025. As the 2024 re-application made by Bluebonnet Trails Community Services seeking ongoing funding for Burnet County was not awarded by the Texas Health and Human Services Commission (HHSC), the current SB 292 funding awarded to Bluebonnet Trails Community Services supports the Burnet County crisis diversion/mental health deputy program **through August 31, 2024.**

In other words, the funding agreement ends on August 31, 2024. Please let me know if additional information may be helpful.

All the best,

Andrea Richardson | Chief Executive Officer | Bluebonnet Trails Community Services

1009 North Georgetown Street | Round Rock, Texas 78664-3289

www.bbtrails.org

July 26, 2024

The Honorable James Oakley
Burnet County Judge
200 S. Pierce Street
Burnet, TX 78611

Dear Judge Oakley:

On behalf of the Texas Historical Commission, I want to thank you and the citizens of Burnet County for your participation in Round XIII of the Texas Historic Courthouse Preservation Program. Thirty-one counties applied submitting grant requests that totaled more than \$149 million. With only \$45 million appropriated by the Legislature for this biennium and the increased cap per county to \$10 million, competition for the program's limited grant funds in Round XIII was extremely challenging. At today's quarterly meeting, the THC's commissioners selected nine projects: 4 full restoration construction projects, two planning projects, and three emergency projects with grant awards totaling \$46,224,170. Details are available on our website.

While your county's application effort was admirable, its overall score did not rank high enough to compete for funds against this round's applicants. Many deserving projects were not selected for funding and we encourage you to apply again in a future grant cycle.

Our partnership to cultivate courthouse preservation with each of our program participants is one of our most prized achievements and we appreciate your commitment to this important and challenging work. The courthouse team is always available to assist your county with courthouse related concerns and to help your county preserve its historic courthouse. Should you have any questions about your application, ways to improve your score, or have pressing work that needs to be addressed, please contact the Program Coordinator, Susan Tietz for assistance by emailing her at susan.tietz@thc.texas.gov or by phone at 512-463-5860.

Sincerely,



Joseph Bell
Executive Director

cc: Burnet County Historical Commission
Larry Irsik, AIA (Architexas)
File

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Special Session

10.

Meeting Date: 08/07/2024

Subject

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

- a. Interlocal agreement with the City of Marble Falls and Burnet County for manpower and equipment to apply chip and seal paving on city streets

Attachments

City of Marble Falls

Interlocal Agreement Between
Burnet County, Texas and the City of Marble Falls

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 Marble Falls", hereinafter referred to as "the City".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes unites of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment to apply chip and seal paving on City owned streets, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County and the City; and

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of the City; and

WHEREAS, Burnet County and the City have investigated and determined that it would be advantageous and beneficial to both the City and Burnet County and its inhabitants for Burnet County to provide the manpower and equipment for the application services to the City; and

WHEREAS, The City wishes to engage Burnet County to allow for use of County manpower and equipment to apply chip and seal paving on behalf of the City and the City desires to engage Burnet County to provide such services; and

WHEREAS, from time to time the City may wish to engage Burnet County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and the City and to the people of Burnet County, Texas, and:

WHEREAS, the governing bodies of the City and Burnet County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, the City and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply chip and seal paving to City owned streets, and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the City and Burnet County agree as follows:

Services to be Performed

The City agrees to engage Burnet County to utilize County manpower and equipment to apply chip and seal paving to City owned streets, and setting a limit of \$15,000, by Burnet County to the City, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the ____ day of _____, 2024. This contract expires at midnight on September 30, 2024. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

By execution of this contract, the City agrees to provide, if requested, similar compensation to Burnet County in the form of manpower and equipment on a future identified project; or may provide use of City owned facilities for the betterment of Burnet County employee health or as meeting facilities. Both parties have agreed this is adequate compensation for the anticipated expenditures by the county for the manpower and equipment used by Burnet County in the application of sealcoating to City owned streets.

Relationship of Parties

The parties intend that Burnet County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Burnet County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the City and shall not be entitled to participate in any pension or other benefits that Burnet County provides its employees.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Burnet County shall be sufficient if made or addressed to the office of the County Judge, James Oakley.

Notice to the City shall be sufficient if made or addressed to the office of the Mayor, David Rhodes. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

The City agrees to promptly defend, indemnify and hold Burnet County harmless from and against any and all claims, demands, suits, causes of action, and judgment's for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Burnet County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

The City of Marble Falls

Burnet County, Texas

By: _____
David Rhodes, Mayor

Date:

By: _____
James Oakley, County Judge
Date:

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Marble Falls

FOR

Paving of City Streets within Marble Falls

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with the City of Marble Falls, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.
2. The proposed project is for BURNET COUNTY to: assist the CITY with paving of city streets

3. The Commissioners' Court of BURNET COUNTY, TEXAS specifically finds that herein described project would serve a public purpose, and would be beneficial to the citizens of BURNET COUNTY, TEXAS.

Date:

County Judge, James Oakley

Attest:

County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court