



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

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

REGULAR SESSION MEETING DATE: Tuesday APRIL 8, 2025

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. Presentation of a Proclamation acknowledging April as Child Abuse Awareness Month (Wilson)

Attachments
Child Abuse Proclamation
5. Presentation of a Proclamation honoring National Public Safety Telecommunicators Week, April 13-19, 2025 (Beierle)

Attachments
Public Telecommunicators Week
6. Presentation from Marble Falls Independent School District Superintendent Dr. Jeff Gasaway regarding the upcoming Marble Falls ISD bond election provided as a courtesy to Burnet County. Discussion and questions may follow. (Dockery)
7. Discuss, consider and take appropriate action concerning approval of out-of-state travel for Micayla Cloud and Eboni Hunt to attend Navigator 2025 Conference in Orlando, Florida (Wilson/A.Trevino)

Attachments
Sheriffs out of state Travel forms
8. Discuss, consider, and take appropriate action regarding the request from David and Susan Onion for the waiver of their penalty fees on Property ID 5307 (Wilson)

Attachments
OnionTax Relief

9. Discuss, consider, and take appropriate action regarding the approval to utilize technology funds for upgrading equipment in the south annex courtroom (Wilson/JP 4 Hurst)

Attachments

JP 4 - Imagine Solutions

10. Discuss, consider, and take appropriate action regarding the closing of the courthouse on April 11, 2025, due to road closures around the square for the Bluebonnet festival (Wilson)

Attachments

Bluebonnet festival

11. Discuss, consider, and take appropriate action to authorize the use of the Burnet County building located at 607 North Vanderveer (Agri Life Bldg.), for the Workforce Solutions Rural Capital Area and the Opportunities for Williamson and Burnet County Head Start Program, and for the County Judge to have the authority to negotiate and finalize the details of the contract (Wilson)

Attachments

MOU 607 N. Vanderveer

12. Discuss, consider, and take appropriate action regarding the amended bylaws to establish the Central Texas Spaceport Development Corporation with Williamson County, Texas in accordance with the Local Government Code 507 and Nonprofit Corporations Act, Chapter 22 of the Texas Business Organizations Code (Wilson)

Attachments

Spaceport Bylaws

Spaceport Bylaws Williamson Cty

13. Discuss, consider, and take appropriate action regarding a resolution in opposition to the proposed construction and operation of a new rail line by Texas Materials, Group, Inc. (Wilson)

Attachments

Resolution in Oppostion

14. Discuss, consider, and take appropriate action, naming Burnet County Judge Bryan Wilson as the authorized official for all egrants (Wilson)

15. Discuss, consider and take appropriate action for a request for a replat of Lot 6, Sycamore Falls Estates, to be known as Lots 6A and 6B, Sycamore Falls Estates, a division of 1 lot into 2 (Collier)

Attachments

Lots 6A and 6A Sycamore Falls

16. Discuss, consider and take appropriate action for a request for a replat of Lots 204 and 205, Enchanted Valley, Section 1, to be known as Lots 204A and 205A, Enchanted Valley, Section 1, adjustment of a lot line between neighbors (Luther)

Attachments

Lots 204A and 205A Enchanted Valley

17. Discuss, consider and take appropriate action regarding a replat request for Lots 10-13, Cassie Subdivision, Blk. 15, to be known as Lot 10A, Cassie Subdivision, Blk. 15, a combination of 4 lots

into 1 (Luther)

Attachments

Lot 10A Cassie

18. Discuss, consider and take appropriate action regarding a request for a replat of the Community Center/ Quartz Park and the Park lots as shown on the Clearwater Landing at LBJ, Plat No. 1.5, to be known as the Community Center Tract and lots 73 and 74, Clearwater Landing, Plat No. 1.9, creating 3 lots out of 2 (Luther)

Attachments

Clearwater Landing

19. Discuss, consider, and take appropriate action regarding the burn ban for the unincorporated areas of Burnet County (Wilson)
20. Discuss, consider and take appropriate action regarding budget inner departmental line item transfers

Attachments

line item transfers

21. Discuss, consider and take appropriate action for the authorization of payment of claims previously approved by the County Auditor
22. Discuss, consider and take appropriate action regarding FY25 Budget Amendments (Wilson)

Attachments

Budget Amendments

23. Discuss, consider and take appropriate action regarding Departmental asset transfers
24. Discuss, consider and take appropriate action regarding Department Updates:
 - a. County Court at Law update - Judge Henson

25. Acknowledgement of Receipt:
 - a. Marble Falls EMS Audit FY 24
 - b. TCEQ Notice authorizing the discharge of water - Statewide General Permit
 - c. Central States Water Resources and a rate increase for all the systems they own being: Cassie, Council Creek, Deer Springs and Silver Creek subdivisions
 - d. Burnet Fire Department Response times for Quarter 2 (January - March)

Attachments

Marble Falls EMS Report FY24

TCEQ Notice

Burnet FD response times Jan. 25

Burnet FD response times Feb

Burnet FD response times Mar 25

26. Discuss, consider and take appropriate action regarding contracts, agreements or grants to be approved and/or ratified: (Wilson)
- a. Facility rental agreement with the City of Burnet for employee picnic - no fees associated with rental
 - b. Approval to apply and sign the resolution for the FY 26 Motor Vehicles Crime Prevention Authority (MVCPA) grant for the Heart of Texas Auto Theft Task Force
 - c. Contract agreement between D.I.J. Construction, Inc. and Burnet County for approximately 1300 feet of striping on County Road 422, in an amount not to exceed \$1600.00
 - d. Independent Contract agreement driver for Veterans Transportation between Burnet County and Peter Bird
 - e. Contract for subscription with At-Scene, LLC for iCrime Software and for iCrimeFighter cold storage for Burnet County District Attorney's Office
 - f. Contract for subscription with At-Scene, LLC for iCrime Software and for iCrimeFighter cold storage for Burnet County Office

Attachments

Facility rental agreement

MVCPA grant

DIJ Construction

DIJ Exh A

DIJ Exh B

Vetride

iCrime DA's office

iCrime Cty Atty office

27. Discuss, consider and take appropriate action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
- a. Award re-bid 25-6100-04 for Cold Mix
 - b. Award re-bid 25-6100-05 for Black Base

Attachments

Cold mix

black base/asphalt

28. Calendar Review.

29. 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 4th day of April, 2025
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

4.

Meeting Date: 04/08/2025

Subject

Presentation of a Proclamation acknowledging April as Child Abuse Awareness Month (Wilson)

Attachments

Child Abuse Proclamation



PROCLAMATION

BURNET COUNTY CHILD ABUSE PREVENTION AND AWARENESS MONTH

WHEREAS, The County of Burnet prides itself on giving back to our communities, contributing to the quality of life among our citizens; and

WHEREAS, The Burnet County Child Welfare Board and Texas Department of Family and Protective Services along with the assistance of CASA for the Highland Lakes Area and the Hill Country Children's Advocacy, provide assistance and services for abused and neglected children.

WHEREAS, Burnet County has an extraordinary number of children who suffer some form of abuse or neglect each year; and

WHEREAS, through a national effort, Burnet County community members are encouraged to join together to raise awareness for those children fallen victim to abuse and neglect throughout the month of April; and

WHEREAS, this effort will give abused and neglected children in our county, and around the country, a chance for a safe and positive future.

NOW, THEREFORE, The Commissioner's Court of Burnet County do hereby proclaim April, 2025 as

BURNET COUNTY CHILD ABUSE PREVENTION AND AWARENESS MONTH

In this county, and in doing so, we urge all citizens to join in a national effort to raise awareness and to help prevent child abuse and neglect.

Judge Bryan Wilson

Jim Luther, Comm. Pct. 1

Damon Beierle, Comm. Pct. 2

Billy Wall, Comm. Pct. 3

Joe Don Dockery, Comm. Pct. 4

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

5.

Meeting Date: 04/08/2025

Subject

Presentation of a Proclamation honoring National Public Safety Telecommunicators Week, April 13-19, 2025
(Beierle)

Attachments

Public Telecommunicators Week

**Proclamation
Honoring
National Public Safety Telecommunicators Week
April 13-19, 2025**

Whereas emergencies can arise at any time, necessitating the response of police, fire, or emergency medical services; and

Whereas the swift action of police officers, firefighters, and paramedics during emergencies is crucial to protecting lives and preserving property; and

Whereas the safety of our police officers, firefighters, and paramedics relies on the accuracy and quality of information provided by citizens who contact the Burnet County Sheriff's Office – Burnet County Emergency Communications Center; and

Whereas Public Safety Telecommunicators serve as the first and most critical point of contact for citizens seeking emergency services; and

Whereas Public Safety Telecommunicators play an essential role in supporting our police officers, firefighters, and paramedics by monitoring their activities via radio, providing vital information, and ensuring their safety; and

Whereas the Public Safety Telecommunicators at the Burnet County Sheriff's Office – Burnet County Emergency Communications Center have made significant contributions to the apprehension of criminals, the suppression of fires, and the treatment of patients; and

Whereas each dispatcher has consistently demonstrated compassion, understanding, and professionalism throughout their duties in the past year;

Therefore, Be It Resolved that the Commissioners Court of Burnet County hereby declares the week of April 13th through April 19th, 2025, as National Public Safety Telecommunicators Week in Burnet County, in recognition of the outstanding employees of Burnet County Emergency Communications who diligently and professionally ensure the safety of our community and citizens.

Burnet County Judge, Bryan Wilson

Commissioner Pct. 1, Jim Luther

Commissioner Pct. 2, Damon Beierle

Commissioner Pct. 3, Chad Collier

Commissioner Pct. 4, Joe Don Dockery

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

7.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action concerning approval of out-of-state travel for Micayla Cloud and Eboni Hunt to attend Navigator 2025 Conference in Orlando, Florida (Wilson/A.Trevino)

Attachments

Sheriffs out of state Travel forms



BURNET COUNTY SHERIFF'S OFFICE

**Calvin Boyd
SHERIFF**

P.O. BOX 1249, Burnet, Texas 78611 ** Phone: (512) 756-8080 Fax: (512) 756-4064**

April 1, 2025

Commissioners' Court
Burnet County

RE: Out-of-State Travel

Dear Sirs,

We are requesting your approval for out-of-state travel for Micayla Cloud and Eboni Hunt. They will be attending the Navigator 2025 Conference in Orlando Florida, April 12-17, 2025. CAPCOG will be paying for the Air Travel, Hotel and Registration for these two Telecommunicators. The county is responsible for meals and transportation while in Orlando. They will be together so only one rental vehicle will be needed.

Thank you for your consideration.

Respectfully,

A stylized signature in blue ink, appearing to read "AT", is written over a dark, irregular ink smudge.

**Alan Trevino
Chief Deputy
Burnet County Sheriff's Office**

BURNET COUNTY REQUEST FOR TRAVEL EXPENSE ADVANCE

NAME OF EMPLOYEE SUBMITTING REQUEST Eboni Hunt DEPT BCSO

PURPOSE/DATE OF TRAVEL (COPY OF AGENDA MUST BE ATTACHED) TexasNavigator 2025 Conference, Orlando, FL April 14 -17, 2025

The majority of the expenses for this conference are being paid by CAPCOG

NOTE: IN ORDER TO RECEIVE AN ADVANCE ON TRAVEL EXPENSES, THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY TREASURER AT LEAST THREE DAYS PRIOR TO DATE OF DEPARTURE. UPON RETURN TRAVEL EXPENSE REPORT MUST BE COMPLETED WITH RECEIPTS ATTACHED AND SUBMITTED TO THE COUNTY TREASURER ALONG WITH ANY REFUND DUE THE COUNTY APPROVED CC 10/8/24

A MAXIMUM OF \$63.00 PRORATED PER DIEM PER DAY ALLOWED FOR MEALS (EFFECTIVE 10/8/24).
BREAKFAST 6:30AM-7:30AM=\$16.00, LUNCH 12:00PM-1:00PM=\$19.00, DINNER 7:00PM-8:00PM=\$28.00

I AM REQUESTING MEAL PER DIEM X (NO MEAL RECEIPTS REQUIRED) ONLY

I AM NOT REQUESTING MEAL PER DIEM _____ (MEAL RECEIPTS REQUIRED)

ESTIMATED MEALS AND LODGING:

DATE	MORNING MEAL	NOON MEAL	EVENING MEAL	LODGING SEC 14.03 PERSONNEL POLICIES	DAILY TOTAL
*Do NOT include lunch or dinner meals provided by conference and/or sponsor					
4/12/2025			\$28.00		\$28.00
4/13/2025	\$16.00	\$19.00	\$28.00		\$63.00
4/14/2025	\$16.00	\$19.00	\$28.00		\$63.00
4/15/2025	\$16.00	\$0.00	\$0.00		\$16.00
4/16/2025	\$16.00	\$0.00	\$0.00		\$16.00
4/17/2025	\$16.00	\$19.00			\$35.00
					\$221.00

TRAVEL AND TRANSPORTATION:

PUBLIC - (ATTACH TICKET RECEIPT)

\$ _____

PERSONAL AUTO _____ MILES @ .67 cents per mile (SHORTEST ROUTE) effective 01/01/24

OTHER TRAVEL AND TRANSPORTATION EXPENSE (EXPLAIN AND ATTACH RECEIPT(S)) _____

\$ _____

TOTAL TRAVEL & TRANSPORTATION

\$0.00

OTHER EXPENSES:

CONFERENCE REGISTRATION FEES (ATTACH RECEIPT & COPY OF PROGRAM)

OTHER EXPENSE (EXPLAIN AND ATTACH RECEIPTS)

TOTAL OTHER EXPENSES

0

TOTAL MEALS/LODGING-TRAVEL-OTHER EXPENSES
LESS: TOTAL ADVANCE ON EXPENSES
LESS: TOTAL EXPENSES PAID WITH CO CREDIT CARD
REQUEST FOR REIMBURSEMENT OR DUE TO COUNTY

\$221.00

I CERTIFY THAT THE ABOVE NAMED EMPLOYEE RECEIVED PROPER AUTHORIZATION FOR OUT-OF-COUNTY TRAVEL. I HAVE EXAMINED THE REQUESTS FOR REIMBURSEMENT ON THE TRAVEL EXPENSE FORM AND APPROVE THE SAME FOR PAYMENT

SIGNATURE OF OFFICIAL OR DEPARTMENT HEAD

BURNET COUNTY REQUEST FOR TRAVEL EXPENSE ADVANCE

NAME OF EMPLOYEE SUBMITTING REQUEST Micayla Cloud DEPT BCSO

PURPOSE/DATE OF TRAVEL (COPY OF AGENDA MUST BE ATTACHE TexasNavigator 2025 Conference, Orlando, FL April 14 -17, 2025
The majority of the expenses for this conference are being paid by CAPCOG

NOTE: IN ORDER TO RECEIVE AN ADVANCE ON TRAVEL EXPENSES, THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY TREASURER AT LEAST THREE DAYS PRIOR TO DATE OF DEPARTURE. UPON RETURN TRAVEL EXPENSE REPORT MUST BE COMPLETED WITH RECEIPTS ATTACHED AND SUBMITTED TO THE COUNTY TREASURER ALONG WITH ANY REFUND DUE THE COUNTY APPROVED CC 10/8/24

A MAXIMUM OF \$63.00 PRORATED PER DIEM PER DAY ALLOWED FOR MEALS (EFFECTIVE 10/8/24).
BREAKFAST 6:30AM-7:30AM=\$16.00, LUNCH 12:00PM-1:00PM=\$19.00, DINNER 7:00PM-8:00PM=\$28.00

I AM REQUESTING MEAL PER DIEM ☒ (NO MEAL RECEIPTS REQUIRED) ONLY

I AM NOT REQUESTING MEAL PER DIEM ☐ (MEAL RECEIPTS REQUIRED)

ESTIMATED MEALS AND LODGING:

DATE	MORNING MEAL	NOON MEAL	EVENING MEAL	LODGING SEC 14.03 PERSONNEL POLICIES	DAILY TOTAL
*Do NOT include lunch or dinner meals provided by conference and/or sponsor					
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4/17/2025	\$16.00	\$19.00			\$35.00
					\$221.00

TRAVEL AND TRANSPORTATION:

PUBLIC - (ATTACH TICKET RECEIPT) \$

PERSONAL AUTO _____ MILES @ .67 cents per mile (SHORTEST ROUTE) effective 01/01/24

OTHER TRAVEL AND TRANSPORTATION EXPENSE (EXPLAIN AND ATTACH RECEIPT(S)) \$

TOTAL TRAVEL & TRANSPORTATION \$0.00

OTHER EXPENSES:

CONFERENCE REGISTRATION FEES (ATTACH RECEIPT & COPY OF PROGRAM)

OTHER EXPENSE (EXPLAIN AND ATTACH RECEIPTS)

TOTAL OTHER EXPENSES 0

TOTAL MEALS/LODGING-TRAVEL-OTHER EXPENSES
LESS: TOTAL ADVANCE ON EXPENSES
LESS: TOTAL EXPENSES PAID WITH CO CREDIT CARD
REQUEST FOR REIMBURSEMENT OR DUE TO COUNTY

\$221.00

I CERTIFY THAT THE ABOVE NAMED EMPLOYEE RECEIVED PROPER AUTHORIZATION FOR OUT-OF-COUNTY TRAVEL. I HAVE EXAMINED THE REQUESTS FOR REIMBURSEMENT ON THE TRAVEL EXPENSE FORM AND APPROVE THE SAME FOR PAYMENT

SIGNATURE OF OFFICIAL OR DEPARTMENT HEAD

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

8.

Meeting Date: 04/08/2025

Subject

Discuss, consider, and take appropriate action regarding the request from David and Susan Onion for the waiver of their penalty fees on Property ID 5307 (Wilson)

Attachments

OnionTax Relief



BURNET COUNTY COMMISSIONERS COURT

April 8, 2025

Now came to be heard a request from **David S. Onion (Requestor)**, regarding **Burnet Central Appraisal District (BCAD)** Property ID Number: **5307**, to waive and return **\$228.55** in delinquent fees paid to the Burnet County General Fund and **\$33.27** to the Burnet County Road and Bridge fund in Tax Year **2024**. The facts being that in accordance with the Property Tax Code Sec. §33.011(g) the Requestor provided evidence that they attempted to pay the tax prior to the required submission date, Requestor contacted the BCAD about the payment subsequent to the payment date when Requestor realized that the payment did not complete; and prior to the 21st date upon discovery Requestor paid the tax and delinquent fees.

Be it ordered that the **\$228.55** in delinquent fees paid to the Burnet County General Fund and **\$33.27** to the Burnet County Road and Bridge fund in Tax Year **2024** are waived and returned to the Requestor.

Burnet County Judge
Bryan Wilson

Date

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

9.

Meeting Date: 04/08/2025

Subject

Discuss, consider, and take appropriate action regarding the approval to utilize technology funds for upgrading equipment in the south annex courtroom (Wilson/JP 4 Hurst)

Attachments

JP 4 - Imagine Solutions

Imagine Solutions
1405 Resource Pkwy
Marble Falls, TX 78654-3813
USA
+18307981244
accounting@toimagine.com
www.toimagine.com

Invoice

BILL TO
Ami Wisdom Burnet County JP 4 810 Steve Hawkins Pkwy Marble Falls, Texas 78654 U.S.A.

SHIP TO
Ami Wisdom Burnet County JP 4 810 Steve Hawkins Pkwy Marble Falls, Texas 78654 U.S.A.

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
21979	02/28/2025	\$119.08	02/28/2025	Due on receipt	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Income Sales	Standard Labor Rate	1	110.00	110.00T

02/28/2025 08:19:30 AM, Bryan Hibler: Onsite	SUBTOTAL	110.00
	TAX	9.08
02/19/2025 04:00 PM by Bryan Hibler : Onsite	TOTAL	119.08
The batteries were dead in the mics. Ami and I replaced them.	BALANCE DUE	\$119.08

Tested the system and adjusted levels. Couldn't get feedback or hum from the system.
Closing Ticket.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

10.

Meeting Date: 04/08/2025

Subject

Discuss, consider, and take appropriate action regarding the closing of the courthouse on April 11, 2025, due to road closures around the square for the Bluebonnet festival (Wilson)

Attachments

Bluebonnet festival

42ND ANNUAL

Bluebonnet Festival



APRIL 11TH - 13TH, 2025

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

11.

Meeting Date: 04/08/2025

Subject

Discuss, consider, and take appropriate action to authorize the use of the Burnet County building located at 607 North Vanderveer (Agri Life Bldg.), for the Workforce Solutions Rural Capital Area and the Opportunities for Williamson and Burnet County Head Start Program, and for the County Judge to have the authority to negotiate and finalize the details of the contract (Wilson)

Attachments

MOU 607 N. Vanderveer

**MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND WORKFORCE SOLUTIONS RURAL CAPITAL AREA FOR THE USE OF
OFFICE SPACE OWNED BY BURNET COUNTY**

MEMORANDUM OF UNDERSTANDING AFFIRMING PHYSICAL SPACE OWNED BY BURNET COUNTY SHALL BE SHARED WITH WORKFORCE SOLUTIONS RURAL CAPITAL AREA TO PROVIDE JOB TRAINING FOR THE BENEFIT OF THE CITIZENS OF BURNET COUNTY.

RECITALS

WHEREAS, Burnet County is a local governmental entity located within the State of Texas responsible for the well being of its citizens. In order to carry out its legally assigned functions, Burnet County requires the use of physical office space to be located within the county. Said space is used by various Burnet County departments and/or by other governmental entities providing governmental services to the citizens of the county in cooperation with Burnet County.

WHEREAS, Workforce Solutions Rural Capital Area is local workforce development board under the Texas Workforce Commission, created by the Texas Legislature in 1995. Its service area includes Burnet, Llano, Williamson, Blanco, Caldwell, Bastrop, Hays Fayette, and Lee counties. Workforce Solutions Rural Capital Area focuses on employment, training, literacy and vocational rehabilitation for the citizens inside its coverage area. Amongst its many programs which it administers at no cost, is training for those seeking to become a Certified Nurses Aid or Phlebotomists. These and other programs administered by Workforce Solutions Rural Capital Area require the use of classroom space to be located within Burnet County. Said required space is used to provide services to the citizens of Burnet County.

WHEREAS, Burnet County owns property located at 607 N. Vanderveer, Burnet, Texas. A portion on the property has no immediate use requirement for Burnet County, thus said space is available to be shared with another entity that provides services to the citizens of the county.

WHEREAS, a portion of identified space at 607 N. Vanderveer, Burnet, Texas can be utilized to serve the interests of Workforce Solutions Rural Capital Area.

The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

1. Burnet County is the owner of property located at 607 N. Vanderveer, Burnet, Texas. Burnet County shall assign a portion of this property to Workforce Solutions Rural Capital Area to use at no cost to administer its programs to the citizens of Burnet County. However, all costs regarding use of utilities for Workforce Solutions Rural Capital Area at this building shall be borne by Workforce Solutions Rural Capital Area. Workforce Solutions Rural Capital Area understands that Burnet County is not assigning any ownership interest to its assigned area from Burnet County.

- A. Burnet County finds that the predominant purpose of this action accomplishes a public purpose.
 - B. Burnet County ensures that adequate public controls are and will remain in place to accomplish this public purpose and further to protect the public's investment.
 - C. Burnet County shall receive adequate consideration in the form of services to be provided to the citizens of Burnet County from the administration of programs by Workforce Solutions Rural Capital Area
2. Workforce Solutions Rural Capital Area has the need of space inside of Burnet County to utilized for its programs.
3. Workforce Solutions Rural Capital Area understands that the equipment located in its assigned area is owned by Burnet County. Workforce Solutions Rural Capital Area must keep and maintain the equipment and area in a good, clean condition of repair and maintenance at all times.
4. Any damages to any areas assigned to and/or used by Workforce Solutions Rural Capital Area at 607 N. Vanderveer, Burnet, Texas, that is attributed to Workforce Solutions Rural Capital Area shall be borne by Workforce Solutions Rural Capital Area.
5. Any damages to any equipment owned by Burnet County which is attributable to Workforce Solutions Rural Capital Area shall be borne by Workforce Solutions Rural Capital Area.
6. The cost of utilities, to include electricity, water, waste water, etc. in the area assigned to Workforce Solutions Rural Capital Area shall be incurred by Workforce Solutions Rural Capital Area. If available, Burnet County shall also provide internet service to the space assigned to Workforce Solutions Rural Capital Area but costs shall be borne by Workforce Solutions Rural Capital Area.
7. Workforce Solutions Rural Capital Area shall cease the use of its assigned area within 60 days of written notice provided by Burnet County for any reason whatsoever. Should any such notice occur, Workforce Solutions Rural Capital Area shall not expect to be provided with a new space location within any building owned or operated by Burnet County. Otherwise, this agreement shall cease on September 30, 2025.
8. While using the assigned space, Workforce Solutions Rural Capital Area acknowledges that Burnet County may temporarily use same area in a manner that does not interfere with any Workforce Solutions Rural Capital Area program scheduled activity or equipment. Any damages to the area and/or equipment owned by Workforce Solutions Rural Capital Area that is attributable to Burnet County shall be borne by Burnet County. Should any dispute or issue arise regarding the use of this shared space, the decision of Burnet County shall control.
9. Workforce Solutions Rural Capital Area agrees that it will accept Burnet County's authority to provide general maintenance and cleaning needs to its assigned area and equipment therein. Workforce Solutions Rural Capital Area shall not remodel or change any of the

existing structure in the assigned area without prior authorization of the Burnet County Commissioners Court.

10. Burnet County shall control Workforce Solutions Rural Capital Area's access to the building. In order to ensure safety and security, Burnet County may provide separate access and keys for independent ingress/egress into the assigned area(s) without affecting the functions of the remaining areas assigned to Burnet County. Any costs associated with this shall be borne by Burnet County.
11. Burnet County shall carry its own liability insurance coverage for risks assumed as a landlord of the property. Any risk exposure of the Workforce Solutions Rural Capital Area as the tenant shall not be deemed the responsibility of Burnet County. Burnet County and Workforce Solutions Rural Capital Area agree that they will indemnify each other for any injuries, damages, or torts arising out of the intentional acts or acts of negligence of their personnel/volunteers/employees/guests who use and control the facility and the kitchen area located therein to the extent permitted by the laws and constitution of the State of Texas.
12. Workforce Solutions Rural Capital Area shall carry general liability insurance at a minimum \$1,000,000, naming Burnet County as an additional insured for claims arising from the property. Workforce Solutions Rural Capital Area shall also carry a minimum workers compensation insurance coverage of at a minimum of \$1,000,000 to cover its employees from work injuries occurring while on the property. The certificates of insurance shall be provided to Burnet County prior to the start of operations and maintained throughout the agreement.

ADOPTED by this ____ day of ____, 2025.

Hon. Bryan Wilson
Burnet County Judge

Chris Myers
Director of Contracts
Workforce Solutions Rural Capital Area

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

12.

Meeting Date: 04/08/2025

Subject

Discuss, consider, and take appropriate action regarding the amended bylaws to establish the Central Texas Spaceport Development Corporation with Williamson County, Texas in accordance with the Local Government Code 507 and Nonprofit Corporations Act, Chapter 22 of the Texas Business Organizations Code (Wilson)

Attachments

Spaceport Bylaws

Spaceport Bylaws Williamson Cty

Central Texas Spaceport Development Corporation
By-Laws

PREAMBLE

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act and the Articles of Incorporation of ORGANIZATION. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of ORGANIZATION, these Bylaws will be controlling.

ARTICLE I – NAME

1.1 Name. The name of the corporation is Central Texas Spaceport Development Corporation, referred to hereinafter as “Corporation”. The Corporation was duly chartered on DATE (Charter No. XXXX), pursuant to the provisions of the Nonprofit Corporations Act, Chapter 22 of the Texas Business Organizations Code.

ARTICLE 2 – PURPOSE

2.1 Purpose. The purpose of the Corporation is to support the creation and development of a spaceport project in Williamson County, Texas and Burnet County, Texas, and for any lawful purpose permitted by the Nonprofit Law of the State of Texas.

ARTICLE 3 – OFFICES

3.1 Principal Office. The principal office of the Corporation and such other offices, either within or without the State of Texas, shall be established as the Board of Directors may determine as necessary.

3.2 Registered Office. The Corporation shall continuously maintain a registered office, and a registered agent whose office is identical with such registered office, or as otherwise required by Chapter 22 of the Texas Business Organizations Code. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4 – POWERS

4.1 General Powers. The general powers are as follows:

4.1.1 To perform any lawful act as prescribed by the powers of the Secretary of State of Texas and Chapter 507 of the Texas Local Government Code.

- 4.1.2 To receive and maintain a fund or funds, real estate or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively to support the creation and development of a spaceport project in Williamson County, and Burnet County, Texas.
- 4.1.3 No part of the net earning of the Corporation shall inure to the benefit of any Director of the Corporation, Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE 5 – MEMBERSHIP

- 5.1 Members.** The Corporation shall not have members, unless required by law.
- 5.2 Presiding Officer.** Williamson County and Burnet County will rotate appointing the President of the Board of Directors. Williamson County will appoint the first President on the initial Board of Directors. The term of the President on the initial appointed Board of Directors will be from date of Certificate of Formation of the Corporation until September 30th, 2026.
- 5.3 Other Officers.** The Board of Directors shall elect a secretary and a treasurer from among its members. The Board of Directors may also elect a vice president, and other assistant officers, as considered necessary.
- 5.4 Immunity from Liability.** The members of the Board of Directors of the Corporation are not personally liable for a debt, liability, or obligation of the Corporation, unless the officer's conduct was not exercised:
- (1) In good faith;
 - (2) With ordinary care; and
 - (3) In a manner the officer reasonably believes to be in the best interest of the Corporation.

ARTICLE 6 – BOARD OF DIRECTORS

- 6.1 General Powers and Responsibilities.** The Corporation shall be governed by a Board of Directors ("the Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a nonprofit corporation organized under the Texas Non-Profit

Corporation Act. The Board shall establish policies and directives governing business and programs of the Corporation and may delegate responsibility for the administrative and business management of the Corporation to an Executive Director.

6.1.1 Primary Responsibility. The Board of Directors is vested with a fiduciary responsibility is to set policy, provide fiscal guidance, and ongoing governance of the Corporation.

6.1.2 Board Compensation. The Board shall receive no compensation other than reasonable expenses.

6.2 Authority. The Board of Directors has the general power to control and manage the affairs, funds, and property of the Corporation; disburse the Corporation's monies and dispose of its property in accordance with the provisions contained in the Corporation's Certificate of Formation. The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to benefit any private individual. The fiduciary responsibilities of individual Directors are those specified for directors in Chapter 22 of the Texas Business Organizations Code, as amended. Notwithstanding anything to the contrary above, the Board of Directors shall have power to act in accordance with Chapter 507 of the *Texas Local Government Code* to carry out the purposes of the Corporation.

6.3 Number and Qualifications. The number of Directors shall be seven. The Commissioners Courts of Williamson and Burnet counties will select Directors with strong leadership skills and commitment to the Corporation's mission. Directors will not have a conflict of interest and will have a willingness to commit the needed time to the Corporation.

6.4 Designation of Initial Board of Directors. The initial Board of Directors will be appointed by the Williamson County and Burnet County Commissioners Courts. Directors will be named in the Certificate of Formation of the Corporation and will serve from the date of Corporation charter until September 30th, 2025.

6.4.1 Williamson County. The Williamson County Commissioners Court shall have the unequivocal right to appoint, and thereafter, at all times, maintain three (3) Directors on the seven-member Board of Directors. Williamson County will fill Place #1, Place #3, and Place #5, on the Board.

6.4.2 Burnet County. The Burnet County Commissioners Court shall have the unequivocal right to appoint, and thereafter, at all times maintain three (3) Directors on the seven-member Board of Directors. Burnet County will fill Place #2, Place #4, and Place #6 on the Board.

6.5 Qualified Professional. The seventh member of the Board of Directors (Place #7) shall be a qualified space or astrophysics professional with a minimum of 10 Williamson County and Burnet County will rotate appointing the Qualified Professional. Williamson County will appoint the first Qualified Professional on the initial Board of Directors. The term of the Qualified Professional on the initial appointed Board of Directors will be from date of Certificate of Formation of the Corporation until September 30 will appoint the next Qualified Professional to a two-year term beginning October 1, 2027, and ending on September 30, 2029. The appointment will alternate between Williamson County and Burnet County for all subsequent appointments.

6.6 Board Terms.

6.6.1 Term Length. Unless a Director resigns or is removed, all terms on the Board of Directors will be two (2) year terms.

6.6.2 Staggered Terms. After the initial Board appointment, beginning September 30, 2025, terms on the Board of Directors will be staggered. Terms for Place #1, Place #2, Place #3, and Place #4 on the Board of Directors will end in odd numbered years. The term for Place #5, Place #6, and Place #7 will end in even numbered years.

6.6.3 Term Limitations. There will be no term limitations on the Board of Directors. Board appointees will serve at the pleasure of the Commissioners Courts from Williamson County and Burnet County and will continue to serve until a successor is appointed.

6.6.4 Vacancies. Any Director vacancy of a Williamson County appointed Board position shall be filled by a majority vote of the Williamson County Commissioners Court. Any Director vacancy of a Burnet County appointed Board position shall be filled by a majority vote of the Burnet County Commissioners Court. An appointee will serve the remaining portion of the said term.

6.7 Removal of Directors. A Director of the Board may be removed by a majority vote of the Commissioners Court who appointed the position. A Director on the Board may be removed from the appointed office, with or without cause, by the Commissioners Court of the respective Board position.

6.8 Conflict of Interest. It is the responsibility of each Director to make full disclosure to the Board of Directors concerning any actual or potential conflicts of interest in any matter which is the subject of business before the Board. No Director may vote on any matter in which he or she has any actual or potential conflict of interest. Directors shall disclose in writing to the Board of Directors any persons to whom they are closely related or organization with which they are affiliated who or which presently transacts business

with the Corporation or might reasonably be expected to do so in the future. Each disclosure shall be updated and resubmitted on a yearly basis.

An affiliation with an organization shall be considered to exist when a Director or a member of his or her immediate family, close relative, affectional or life partners is an officer, director, partner, employee, or agent of the other organization, or has any substantial interest or dealing with the other organization. Closely related persons shall include, in addition to spouses, children, siblings, and blood relatives, affectional relationships between persons of the same or opposite sex.

ARTICLE 7 – MEETINGS

- 7.1 Regular Meetings.** The regular meetings of the Board shall be as set by a majority of the Board and held in a Location designated by the Board. The Board of Directors may reschedule regular meetings as deemed necessary by a majority vote. The Board of Directors shall meet at least once every three months at the call of the Presiding Officer or a majority of Directors.
- 7.2 Special Meetings.** Special meetings of the Board may be called by or at the request of the Chair or by a vote of a majority of the Directors at a regular meeting. Special meetings shall be held in the location to be determined by the Board of Directors. All special meetings shall be called by the President at least seventy-two (72) hours in advance of said meeting.
- 7.3 Waiver of Notice.** Notice of any special meeting of the Board shall be given at least three days previous thereto by written notice, delivered personally or sent by email or electronic transmission to each Director at his or her address shown by the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, unless a Director attends a meeting for the express purpose of objecting to the transaction of any business. A waiver of notice of a board meeting is not required to specify the business to be transacted at the meeting or the purpose of the meeting, unless required by the bylaws.
- 7.4 Quorum.** A majority of the Board of Directors qualified to vote shall constitute a quorum for the transaction of business at any meeting of the Board. If at any time the Board consists of an even number of members and a vote results in a tie, the vote of the President shall be the deciding vote. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board of Directors if during the meeting he or she is connected by conference telephone or similar communications system, including videoconferencing technology or the internet, or any combination of these used to communicate with other Board members participating in the meeting.

- 7.5 Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless the acts of a greater number is required by law or by these Bylaws.
- 7.6 Open Meetings.** All regularly scheduled meeting or special called meetings of the Board of Directors and any committees or subcommittees of the Board of Directors shall be held in compliance with Chapter 551 of the Texas Government Code, the “Open Meetings Act.”

ARTICLE 8 – COMMITTEES OF THE BOARD

- 8.1 Creation and Authority.** The Board of Directors may designate and appoint one or more committees. Each shall be chaired or co-chaired by a Director of the Board and shall consist of at least two or more Directors. Each committee shall report directly to the Board of Directors. The Chair shall appoint committee chairs of each Board committee and be an ex-officio voting member of each said committee.
- 8.2 Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 8.3 Quorum.** Unless otherwise provided in the resolutions of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 8.4 Rules.** Each committee may recommend rules for its own government not inconsistent with these Bylaws and shall be submitted to the Board of Directors for adoption.

ARTICLE 9 – INDEMNIFICATION

- 9.1 Indemnification.** The Corporation shall indemnify a director or officer of the corporation for necessary expenses and costs, including attorney’s fees, actually incurred by the director or officer in connection with a claim asserted against the director or officer, by action in court or another forum, by reason of the director’s or officer’s being or having been a director or officer of the corporation. No Director shall be held personally liable for any debts of the Corporation.

ARTICLE 10 – PERSONNEL POLICIES

- 10.1 Written Policies.** If employees are hired, the Corporation shall establish written policies concerning qualifications, responsibilities, and conditions of employment.
- 10.2 Contents of Policies.** The Corporation’s personnel policies shall be available to each employee. The policies shall be applicable to all federal, state, and local laws.

ARTICLE 11 – FINANCIAL RECORDS and ANNUAL REPORT

- 11.1 Financial Records.** The Corporation shall maintain current and accurate financial records with complete entries as to each financial transaction of the Corporation, including income and expenditures, in accordance with generally accepted accounting principles.
- 11.2 Minutes.** Corporation shall keep minutes of the proceedings of its Board of Directors, and Committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record of the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any purpose at any reasonable time.
- 11.3 Annual Report.** The Board of Directors shall oversee and approve an annual report of the business of the Corporation and present the annual report to the Williamson County Commissioners Court and the Burnet County Commissioners Court. The annual report shall be prepared using current financial records of the Corporation from the previous year and must conform to accounting standards as adopted by the American Institute of Certified Public Accountants. The Annual Report shall be made available on the Corporation's website.

11.3.1 Availability to Public. The Corporation shall keep each document the Corporation is required to make available for public inspection at the Corporation's registered or principal office for at least three years after the close of the fiscal year. Documents shall be available for inspection and copying at the Corporation's principal office during regular business hours. The Corporation may charge a reasonable fee for preparing a copy of a document.

ARTICLE 12 – MISCELLANEOUS

- 12.1 Fiscal Year.** The fiscal year of the Corporation shall be October 1 to September 30.
- 12.2 Seal.** The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed therein the name: "Central Texas Spaceport Development Corporation". The Corporate seal may be either embossed or produced by a computerized graphic.
- 12.3 Discrimination.** The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws. The Chair has the authority to appoint a Parliamentarian as needed.
- 12.4 Parliamentary Authority.** The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws. The Chair has the authority to appoint a Parliamentarian as needed.
- 12.5 Proxy.** Directors shall not be permitted to vote by proxy.

- 12.6 Voting.** At any meeting of the Directors, every Director present shall be entitled to one vote and, except as otherwise provided by law or by these Bylaws, the act of the majority present at any meeting at which a quorum is present shall be the act of the Directors.
- 12.7 Loans.** The Corporation shall not make a loan to a Director. The Corporation shall not make any loan of money or property to, or guarantee the obligation of, any Director, Officer, or Employee. Provided, however, that the Corporation may advance money to a Director, Officer, or Employee of the Corporation for expenses reasonably anticipated to be incurred in the performance of their duties so long as such individual would be entitled to be reimbursed for such expense absent that advance.
- 12.8 Dissolution.** In the event that the Corporation is dissolved for any reason ceases to operate, the assets of the Corporation, if any, are to be transferred equally to Williamson County, Texas and Burnet County, Texas.
- 12.9** The exercise of eminent domain shall be contingent upon prior approval by the Commissioners Court having jurisdiction over the subject property.

Central Texas Spaceport Development Corporation By-Laws

PREAMBLE

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act and the Articles of Incorporation of the Corporation. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, these Bylaws will be controlling.

ARTICLE I – NAME

1.1 Name. The name of the corporation is Central Texas Spaceport Development Corporation, referred to hereinafter as “Corporation”. The Corporation was duly charted on **DATE (Charter No. XXXX)**, pursuant to the provisions of the Nonprofit Corporations Act, Chapter 22 of the Texas Business Organizations Code.

ARTICLE 2 – PURPOSE

2.1 Purpose. The purpose of the Corporation is to support the creation and development of a spaceport project in Williamson County, Texas and Burnet County, Texas, and for any lawful purpose permitted by the Nonprofit Law of the State of Texas.

ARTICLE 3 – OFFICES

3.1 Principal Office. The principal office of the Corporation and such other offices, either within or without the State of Texas, shall be established as the Board of Directors may determine as necessary.

3.2 Registered Office. The Corporation shall continuously maintain a registered office, and a registered agent whose office is identical with such registered office, or as otherwise required by Chapter 22 of the Texas Business Organizations Code. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4 – POWERS

4.1 General Powers. The general powers are as follows:

- 4.1.1 To perform any lawful act as prescribed by the powers of the Secretary of State of Texas and Chapter 507 of the Texas Local Government Code.
- 4.1.2 To receive and maintain a fund or funds, real estate or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively to support the creation and development of a spaceport project in Williamson County, and Burnet County, Texas.
- 4.1.3 No part of the net earning of the Corporation shall inure to the benefit of any Director of the Corporation, Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

ARTICLE 5 – MEMBERSHIP

- 5.1 Members.** The Corporation shall not have members, unless required by law.
- 5.2 Officers.** The Board of Directors shall elect a president, a secretary, and a treasurer from among its members. The Board of Directors may also elect a Vice President, and other assistant officers, as considered necessary. Board officers shall be elected or reaffirmed bi-annually.
- 5.3 Immunity from Liability.** The members of the Board of Directors of the Corporation are not personally liable for a debt, liability, or obligation of the Corporation, unless the officer's conduct was not exercised:
 - (1) In good faith;
 - (2) With ordinary care; and
 - (3) In a manner the officer reasonably believes to be in the best interest of the Corporation.

ARTICLE 6 – BOARD OF DIRECTORS

- 6.1 General Powers and Responsibilities.** The Corporation shall be governed by a Board of Directors ("the Board"), which shall have all the rights, powers, privileges and limitations of liability of directors of a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of the Corporation and may delegate responsibility for the administrative and business management of the Corporation to an Executive Director.

6.1.1 Primary Responsibility. The Board of Directors is vested with a fiduciary responsibility is to set policy, provide fiscal guidance, and ongoing governance of the Corporation.

6.1.2 Board Compensation. The Board shall receive no compensation other than reasonable expenses.

6.2 Authority. The Board of Directors has the general power to control and manage the affairs, funds, and property of the Corporation; disburse the Corporation's monies and dispose of its property in accordance with the provisions contained in the Corporation's Certificate of Formation. The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to benefit any private individual. The fiduciary responsibilities of individual Directors are those specified for directors in Chapter 22 of the Texas Business Organizations Code, as amended. Notwithstanding anything to the contrary above, the Board of Directors shall have power to act in accordance with Chapter 507 of the *Texas Local Government Code* to carry out the purposes of the Corporation.

6.3 Number and Qualifications. The number of Directors shall be seven. The Commissioners Courts of Williamson and Burnet counties will select Directors with strong leadership skills and commitment to the Corporation's mission. Directors will not have a conflict of interest and will have a willingness to commit the needed time to the Corporation.

6.4 Designation of Initial Board of Directors. The initial Board of Directors will be appointed by the Williamson County and Burnet County Commissioners Courts. Directors will be named in the Certificate of Formation of the Corporation and will serve from the date of Corporation charter until September 30th, 2025.

6.4.1 Williamson County. The Williamson County Commissioners Court shall have the unequivocal right to appoint, and thereafter, at all times, maintain four (4) Directors on the seven-member Board of Directors. Williamson County will fill Place #1, Place #3, Place #5, and Place #7 on the Board of Directors. Place #7 shall be filled by an individual with significant professional experience in a space related industry or a university level professor in a space related field.

6.4.2 Burnet County. The Burnet County Commissioners Court shall have the unequivocal right to appoint, and at all times maintain three (3) Directors on the seven-member Board of Directors. Burnet County will fill Place #2, Place #4, and Place #6 on the Board.

6.5 Board Terms.

6.5.1 Term Length. Unless a Director resigns or is removed, all terms on the Board of Directors will be two (2) year terms that expire June 1, except that the initial term for Place #1, Place #2, Place #3, and Place #4 on the Board of Directors shall be a two (2) year term expiring June 1, 2027 and the initial term for Place #5, Place #6, and Place #7 shall be a one (1) year term expiring June 1, 2026 so that the terms are staggered in the future. The initial Directors will be named in the Certificate of Formation of the Corporation

6.5.2 Term Limitations. There will be no term limitations on the Board of Directors. Board appointees will serve at the pleasure of the Commissioners Courts from Williamson County and Burnet County and will continue to serve until a successor is appointed.

6.5.3 Vacancies. Any Director vacancy of a Williamson County appointed Board position shall be filled by a majority vote of the Williamson County Commissioners Court. Any Director vacancy of a Burnet County appointed Board position shall be filled by a majority vote of the Burnet County Commissioners Court. An appointee will serve the remaining portion of the Director's term that he or she is filling.

6.6 Removal of Directors. A Director of the Board may be removed by a majority vote of the Commissioners Court who appointed the particular Director being removed. A Director on the Board may be removed from the appointed office, with or without cause, by the Commissioners Court of the respective Board position.

6.7 Conflict of Interest. It is the responsibility of each Director to make full disclosure to the Board of Directors concerning any actual or potential conflicts of interest in any matter which is the subject of business before the Board. No Director may vote on any matter in which he or she has any actual or potential conflict of interest. Directors shall disclose in writing to the Board of Directors any persons to whom they are closely related or organization with which they are affiliated who or which presently transacts business with the Corporation or might reasonably be expected to do so in the future. Each disclosure shall be updated and resubmitted on a yearly basis.

An affiliation with an organization shall be considered to exist when a Director or a member of his or her immediate family, close relative, affectional or life partners is an officer, director, partner, employee, or agent of the other organization, or has any substantial interest or dealing with the other organization. Closely related persons shall include, in addition to spouses, children, siblings, and blood relatives, affectional relationships between persons of the same or opposite sex.

ARTICLE 7 – MEETINGS

7.1 Regular Meetings. The regular meetings of the Board shall be as set by a majority of the Board and held in a Location designated by the Board. The Board of Directors may reschedule regular meetings as deemed necessary by a majority vote. The Board of

Directors shall meet at least once every three months at the call of the Presiding Officer or a majority of Directors.

- 7.2 Special Meetings.** Special meetings of the Board may be called by or at the request of the Presiding Officer or by a vote of a majority of the Directors at a regular meeting. Special meetings shall be held in the location to be determined by the Board of Directors. All special meetings shall be called by the Presiding Officer at least seventy-two (72) hours in advance of said meeting.
- 7.3 Waiver of Notice.** Notice of any special meeting of the Board shall be given at least three days previous thereto by written notice, delivered personally or sent by email or electronic transmission to each Director at his or her address shown by the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed to be delivered upon transmission. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, unless a Director attends a meeting for the express purpose of objecting to the transaction of any business. A waiver of notice of a board meeting is not required to specify the business to be transacted at the meeting or the purpose of the meeting, unless required by the bylaws.
- 7.4 Quorum.** A majority of the Board of Directors qualified to vote shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board of Directors if during the meeting he or she is connected by conference telephone or similar communications system, including videoconferencing technology or the internet, or any combination of these used to communicate with other Board members participating in the meeting, as provided under Chapter 551 of the Texas Government Code.
- 7.5 Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless the acts of a greater number is required by law or by these Bylaws.
- 7.6 Open Meetings.** All regularly scheduled meeting or special called meetings of the Board of Directors and any committees or subcommittees of the Board of Directors shall be held in compliance with Chapter 551 of the Texas Government Code, the “Open Meetings Act.”

ARTICLE 8 – COMMITTEES OF THE BOARD

- 8.1 Creation and Authority.** The Board of Directors may designate and appoint one or more committees. Each shall be chaired or co-chaired by a Director of the Board and shall consist of at least two or more Directors. Each committee shall report directly to the Board of Directors. The Chair shall appoint committee chairs of each Board committee and be an ex-officio voting member of each said committee.

- 8.2 Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 8.3 Quorum.** Unless otherwise provided in the resolutions of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 8.4 Rules.** Each committee may recommend rules for its own government not inconsistent with these Bylaws and shall be submitted to the Board of Directors for adoption.

ARTICLE 9 – INDEMNIFICATION

- 9.1 Indemnification.** The Corporation shall indemnify a director or officer of the corporation for necessary expenses and costs, including attorney’s fees, actually incurred by the director or officer in connection with a claim asserted against the director or officer, by action in court or another forum, by reason of the director’s or officer’s being or having been a director or officer of the corporation. No Director shall be held personally liable for any debts of the Corporation.

ARTICLE 10 – PERSONNEL POLICIES

- 10.1 Written Policies.** If employees are hired, the Corporation shall establish written policies concerning qualifications, responsibilities, and conditions of employment.
- 10.2 Contents of Policies.** The Corporation’s personnel policies shall be available to each employee. The policies shall be applicable to all federal, state, and local laws.

ARTICLE 11 – FINANCIAL RECORDS and ANNUAL REPORT

- 11.1 Financial Records.** The Corporation shall maintain current and accurate financial records with complete entries as to each financial transaction of the Corporation, including income and expenditures, in accordance with generally accepted accounting principles.
- 11.2 Minutes.** Corporation shall keep minutes of the proceedings of its Board of Directors, and Committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record of the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any Director or his or her agent or attorney for any purpose at any reasonable time.
- 11.3 Annual Report.** The Board of Directors shall oversee and approve an annual report of the business of the Corporation and present the annual report to the Williamson County Commissioners Court and the Burnet County Commissioners Court. The annual report shall be prepared using current financial records of the Corporation from the previous year and must conform to accounting standards as adopted by the American Institute of Certified

Public Accountants. The Annual Report shall be made available on the Corporation's website.

11.3.1 Availability to Public. The Corporation shall keep each document the Corporation is required to make available for public inspection at the Corporation's registered or principal office for at least three years after the close of the fiscal year. Documents shall be available for inspection and copying at the Corporation's principal office during regular business hours. The Corporation may charge a reasonable fee for preparing a copy of a document.

ARTICLE 12 – MISCELLANEOUS

- 12.1 Fiscal Year.** The fiscal year of the Corporation shall be October 1 to September 30.
- 12.2 Seal.** The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed therein the name: "Central Texas Spaceport Development Corporation". The Corporate seal may be either embossed or produced by a computerized graphic.
- 12.3 Discrimination.** The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws.
- 12.4 Parliamentary Authority.** The rules established by the Board of Directors shall govern all cases wherein they do not conflict with the law, the charter, or these Bylaws. The Presiding Officer has the authority to appoint a Parliamentarian as needed.
- 12.5 Proxy.** Directors shall not be permitted to vote by proxy.
- 12.6 Voting.** At any meeting of the Directors, every Director present shall be entitled to one vote and, except as otherwise provided by law or by these Bylaws, the act of the majority present at any meeting at which a quorum is present shall be the act of the Directors.
- 12.7 Loans.** The Corporation shall not make a loan to a Director. The Corporation shall not make any loan of money or property to, or guarantee the obligation of, any Director, Officer, or Employee. Provided, however, that the Corporation may advance money to a Director, Officer, or Employee of the Corporation for expenses reasonably anticipated to be incurred in the performance of their duties so long as such individual would be entitled to be reimbursed for such expense absent that advance.
- 12.8 Dissolution.** In the event that the Corporation is dissolved for any reason ceases to operate, the assets of the Corporation, if any, are to be transferred equally to Williamson County, Texas and Burnet County, Texas.
- 12.9 Eminent Domain.** The exercise of eminent domain shall be contingent upon prior approval by the Commissioners Court having jurisdiction over the subject property.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

13.

Meeting Date: 04/08/2025

Subject

Discuss, consider, and take appropriate action regarding a resolution in opposition to the proposed construction and operation of a new rail line by Texas Materials, Group, Inc. (Wilson)

Attachments

Resolution in Oppostion

RESOLUTION

BURNET COUNTY COMMISSIONERS COURT

IN OPPOSITION TO PROPOSED CONSTRUCTION AND OPERATION OF A NEW RAIL LINE BY TEXAS MATERIALS GROUP, INC.-

WHEREAS, On March 4, 2025 Burnet County was notified by the Surface Transportation Board's (Board) Office of Environmental Analysis (OEA) of a proposed 26.9-mile railroad line across Burnet and Lampasas Counties;

WHEREAS, Texas Materials Group, Inc. (Texas Materials) - Docket No. FD 36815 - is planning to seek authority from the Board to construct and operate a new rail line in Burnet and Lampasas Counties, Texas.

WHEREAS, Texas Materials plans to assist in the transportation of aggregate material mined in the local area and is proposed to link the Austin Western Railroad (AWRR) in the vicinity of the City of Burnet to the BNSF Railway (BNSF) in the vicinity of Lampasas;

WHEREAS, The rail line would involve the reconstruction of track on the right-of-way of a previously abandoned rail line and the construction of track on a new right-of-way.;

WHEREAS, the OEA will prepare an environmental document that evaluates the potential environmental impacts of the proposed rail construction and operation and has thus requested comments and concerns to be provided by Burnet County;

WHEREAS, Burnet County has identified how the proposed rail construction and operation will negatively impact the environment and well-being of Burnet County;

NOW, THEREFORE BE IT RESOLVED BY THE BURNET COUNTY COMMISSIONERS COURT opposes the construction of the proposed railroad line project for the following reasons:

- 1) Detrimental effect of the proposed action on the human environment;
- 2) Detrimental effect of the proposed action on public safety in rural communities by increasing the risk of accidents at crossings and increasing emergency response times;
- 3) Detrimental effect of the proposed action on prime agricultural land;
- 4) The constant use of common carrier laws without any federal strategic plan results in any corporation taking any property without fully just compensation;
- 5) Detrimental effect on several riparian areas the most significant being the Russell Fork of the San Gabriel River;
- 6) Detrimental effect on ground water fed by the alluvial of the San Gabriel and its tributaries;
- 7) Detrimental effect on historical ranches and families working to achieve their historical designation;
- 8) Failure of the proposed action to consider alternative routes, including the consideration of a no-build alternative;
- 9) Failure of the proposed action to commit to excluding the transportation of hazardous materials transportation from the proposal.

FURTHER, Burnet County further believes that the construction and operation of a new rail line in Burnet will be detrimental to the well-being and safety of the community. Residents chose to live in Burnet County for its peaceful, rural character, and the presence of this proposed railroad line could severely alter the life citizens and property owner spent their entire lives acquiring.

FURTHER, The Burnet County Judge is directed to submit this Resolution to the Board and OEA before the 14th of April, 2025.

FURTHER, The Burnet County Judge is directed to request that the Board and OEA conduct a full and thorough review of the application submitted by Texas Materials and to provide notification of any actions occurring with this or any related filings.

PASSED AND APPROVED this _____ day of _____, 2025.

Bryan Wilson
County Judge

Jim Luther
County Commissioner, Precinct No. 1

Damon Beierle
County Commissioner, Precinct No. 2

Chad Collier
County Commissioner, Precinct No. 3

Joe Don Dockery
County Commissioner, Precinct No. 4

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

15.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action for a request for a replat of Lot 6, Sycamore Falls Estates, to be known as Lots 6A and 6B, Sycamore Falls Estates, a division of 1 lot into 2 (Collier)

Attachments

Lots 6A and 6A Sycamore Falls

STATE OF TEXAS:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT ROBERT R. FRY & MARY A. FRY, BEING THE OWNERS OF LOT 6, SYCAMORE FALLS ESTATES, PHASE I, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 144A OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NO. 201801469 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DO HEREBY REPEAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOTS 6A & 6B, SYCAMORE FALLS ESTATES, PHASE I" AS THE OFFICIAL PLAT OF SAME AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC

IN WITNESS WHEREOF, HAS THE PRESENTS TO BE SIGNED ON THIS _____ DAY OF _____, 2025.

ROBERT R. FRY — OWNER

MARY A. FRY — OWNER

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROBERT R. FRY & MARY A. FRY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

THE ATTACHED PLAT OF ALL OF LOT 6, SYCAMORE FALLS ESTATES, PHASE I, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 144A OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOTS 6A & 6B, SYCAMORE FALLS ESTATES, PHASE I", WAS FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS AND WAS APPROVED FOR FILING THEREOF IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS.

TO CERTIFY WHICH, THE UNDERSIGNED AS COUNTY JUDGE OF BURNET COUNTY, TEXAS,

THIS 27TH DAY OF JANUARY, 2025.

ATTEST:

CHAD COLLIER, COMMISSIONER PRECINCT 3

DAMON BEIERLE, COMMISSIONER PRECINCT 2, BURNET COUNTY
COMMISSIONER COURT AUTHORIZED SIGNATORY

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOTS 6A & 6B, SYCAMORE FALLS ESTATES, PHASE I" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF FEBRUARY, 2025.

K.C. LUST, R.P.L.S. NO. 5273

PRELIMINARY — ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e), THIS DOCUMENT IS "PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

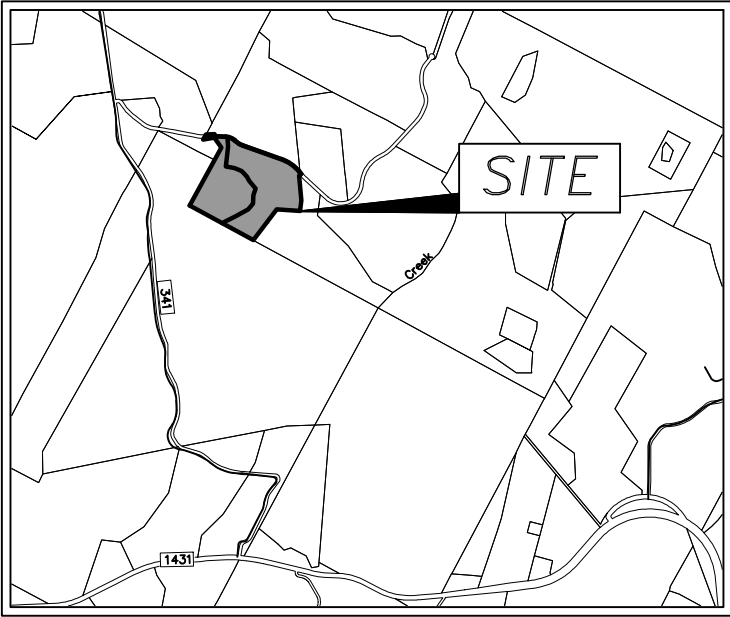
NOTES:

- WATER WILL BE PROVIDED BY WELL.
- WASTE WATER WILL BE SUPPORTED BY O.S.S.F.
- GARBAGE PICKUP IS AVAILABLE BY COMMERCIAL FIRM.
- THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY CURRENT SUBDIVISION REGULATIONS.
- THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOT 6, SYCAMORE FALLS ESTATES, PHASE I, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 144A OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS.
- ALL OF THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0605C, EFFECTIVE 11/1/2019.
- SUBJECT TO ALL CURRENT LAND USE ORDINANCES AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.
- BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM — NAD 83, CENTRAL ZONE.
- THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.00013488 FEET.

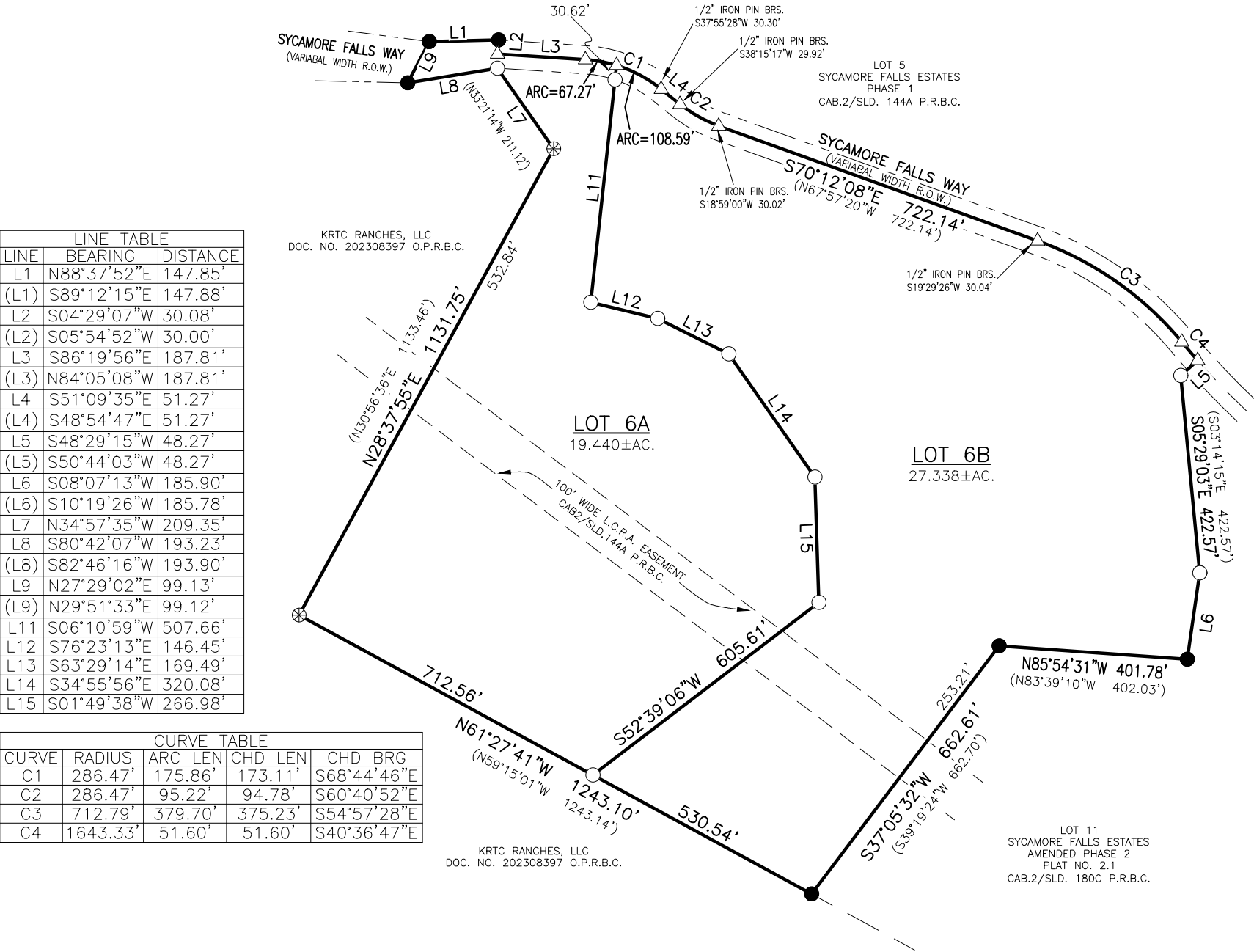
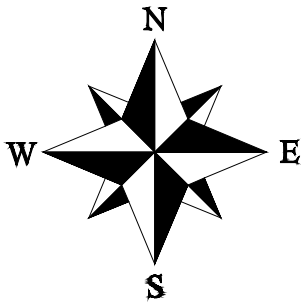
COUNTY SEAL AND FILING INFORMATION

CUPLIN ASSOCIATES INC.
LAND SURVEYORS & PLANNERS

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
⊗	2" METAL FENCE POST FOUND
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
△	CALC. POINT
---/---	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
D.R.B.C.	DEED RECORDS BURNET CO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
()	RECORD INFO/SUBJECT
B.S.L.	BLDG. SETBACK LINE



LOCATION MAP
NOT TO SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°37'52"E	147.85'
(L1)	S89°12'15"E	147.88'
L2	S04°29'07"W	30.08'
(L2)	S05°54'52"W	30.00'
L3	S86°19'56"E	187.81'
(L3)	N84°05'08"W	187.81'
L4	S51°09'35"E	51.27'
(L4)	S48°54'47"E	51.27'
L5	S48°29'15"W	48.27'
(L5)	S50°44'03"W	48.27'
L6	S08°07'13"W	185.90'
(L6)	S10°19'26"W	185.78'
L7	N34°57'35"W	209.35'
L8	S80°42'07"W	193.23'
(L8)	S82°46'16"W	193.90'
L9	N27°29'02"E	99.13'
(L9)	N29°51'33"E	99.12'
L11	S06°10'59"W	507.66'
L12	S76°23'13"E	146.45'
L13	S63°29'14"E	169.49'
L14	S34°55'56"E	320.08'
L15	S01°49'38"W	266.98'

CURVE TABLE				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	286.47'	175.86'	173.11'	S68°44'46"E
C2	286.47'	95.22'	94.78'	S60°40'52"E
C3	712.79'	379.70'	375.23'	S54°57'28"E
C4	1643.33'	51.60'	51.60'	S40°36'47"E

KRTC RANCHES, LLC
DOC. NO. 202308397 O.P.R.B.C.

BEING A REPLAT OF LOT 6, SYCAMORE FALLS ESTATES, PHASE I, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 144A, PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS

LOTS 6A & 6B, SYCAMORE FALLS ESTATES, PHASE I

PROJ. NO. 25038
PREPARED FOR: FRY
TECH: KCL
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 1/23/25
COPYRIGHT: 2025

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 300'
0 150 300

REVISIONS		SHEET	1 OF 1
DATE	NO.		
	2		
	1		

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

16.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action for a request for a replat of Lots 204 and 205, Enchanted Valley, Section 1, to be known as Lots 204A and 205A, Enchanted Valley, Section 1, adjustment of a lot line between neighbors (Luther)

Attachments

Lots 204A and 205A Enchanted Valley

STATE OF TEXAS: _____:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT MARGARET PEMBERTON, AND DAVY & ASHLEY DAVID, BEING THE OWNERS OF LOTS 204 & 205, ENCHANTED VALLEY, SECTION ONE, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 1, SLIDE 55C OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND CONSISTING OF THOSE SAME TRACTS OR LOTS DESCRIBED IN VOLUME 1455, PAGE 510 AND DOCUMENT NO. 202112975, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DO HEREBY REPLAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOTS 204A & 205A, ENCHANTED VALLEY, SECTION ONE", AS THE OFFICIAL PLAT OF SAME AND DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC

IN WITNESS WHEREOF, HAS THE PRESENTS TO BE SIGNED ON THIS _____ DAY OF _____, 2025.

MARGARET PEMBERTON – OWNER

DAVY DAVID – OWNER

ASHLEY DAVID – OWNER

STATE OF TEXAS: _____:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MARGARET PEMBERTON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS: _____:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DAVY DAVID & ASHLEY DAVID, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS: _____:
COUNTY OF BURNET:

THE ATTACHED PLAT OF ALL OF LOTS 204 & 205, ENCHANTED VALLEY, SECTION ONE, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 1, SLIDE 55C OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOTS 204A & 205A, ENCHANTED VALLEY, SECTION ONE", WAS FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS AND WAS APPROVED FOR FILING THEREOF IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS.

TO CERTIFY WHICH, THE UNDERSIGNED AS COUNTY JUDGE OF BURNET COUNTY, TEXAS,

THIS _____ DAY OF _____, 2025.

ATTEST:

JIM LUTHER, COMMISSIONER PRECINCT 1

DAMON BEIERLE, COMMISSIONER PRECINCT 2, BURNET COUNTY
COMMISSIONER COURT AUTHORIZED SIGNATORY

STATE OF TEXAS: _____:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOTS 204A & 205A, ENCHANTED VALLEY, SECTION ONE", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 12TH DAY OF FEBRUARY, 2025.

K.C. LUST, R.P.L.S. NO. 5273

PRELIMINARY DOCUMENT FOR CLIENT REVIEW AND COMMENT: PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e). THIS DOCUMENT IS "PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

NOTES:

- WATER WILL BE PROVIDED BY WELL.
- WASTE WATER WILL BE SUPPORTED BY O.S.S.F.
- GARBAGE PICKUP IS AVAILABLE BY COMMERCIAL FIRM.
- THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY CURRENT SUBDIVISION REGULATIONS.
- THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOTS 204 & 205, ENCHANTED VALLEY SECTION ONE, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 1, SLIDE 55C OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS.
- ALL OF THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0450F, EFFECTIVE 03/15/2012.
- SUBJECT TO ALL CURRENT LAND USE ORDINANCES AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.
- BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM – NAD 83, CENTRAL ZONE.
- THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.00014563 FEET.
- EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED ON LOTS 204A & 205A MUST BE PERMITTED, INSPECTED AND APPROVED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.
- ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.
- BUILDING SETBACKS AND EASEMENTS ARE TO CONFORM TO THE CURRENT SETBACK AND EASEMENT INFORMATION REFLECTED IN THE RESTRICTIONS OF ENCHANTED VALLEY SECTION ONE.

COUNTY SEAL AND FILING INFORMATION

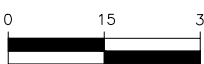
BEING A REPLAT OF LOTS 204 & 205, ENCHANTED VALLEY, SECTION ONE, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 1, SLIDE 55C OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS,
TO BE KNOWN AS

LOTS 204A, & 205A, ENCHANTED VALLEY, SECTION ONE

PROJ NO. 241059
PREPARED FOR: PEMBERTON
TECH: KCL
APPROVED: KC LUST
FIELDWORK PERFORMED ON: 11/14/2024
COPYRIGHT: 2025
PROFESSIONAL FIRM NO: 10126900

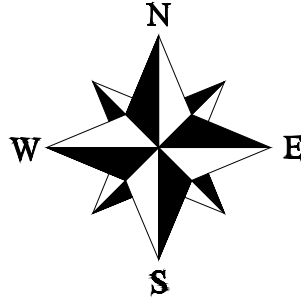
1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 30'

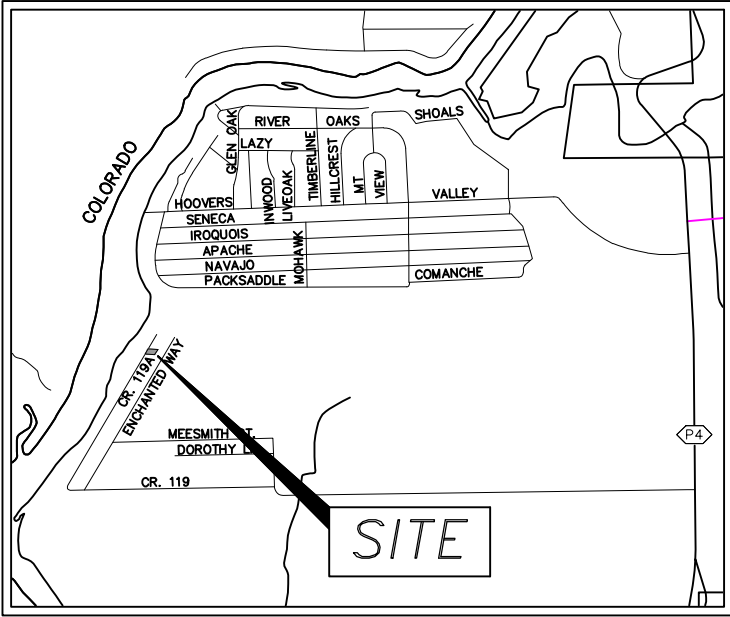


DATE	NO.	DESCRIPTION
	2	
	1	
REVISIONS		

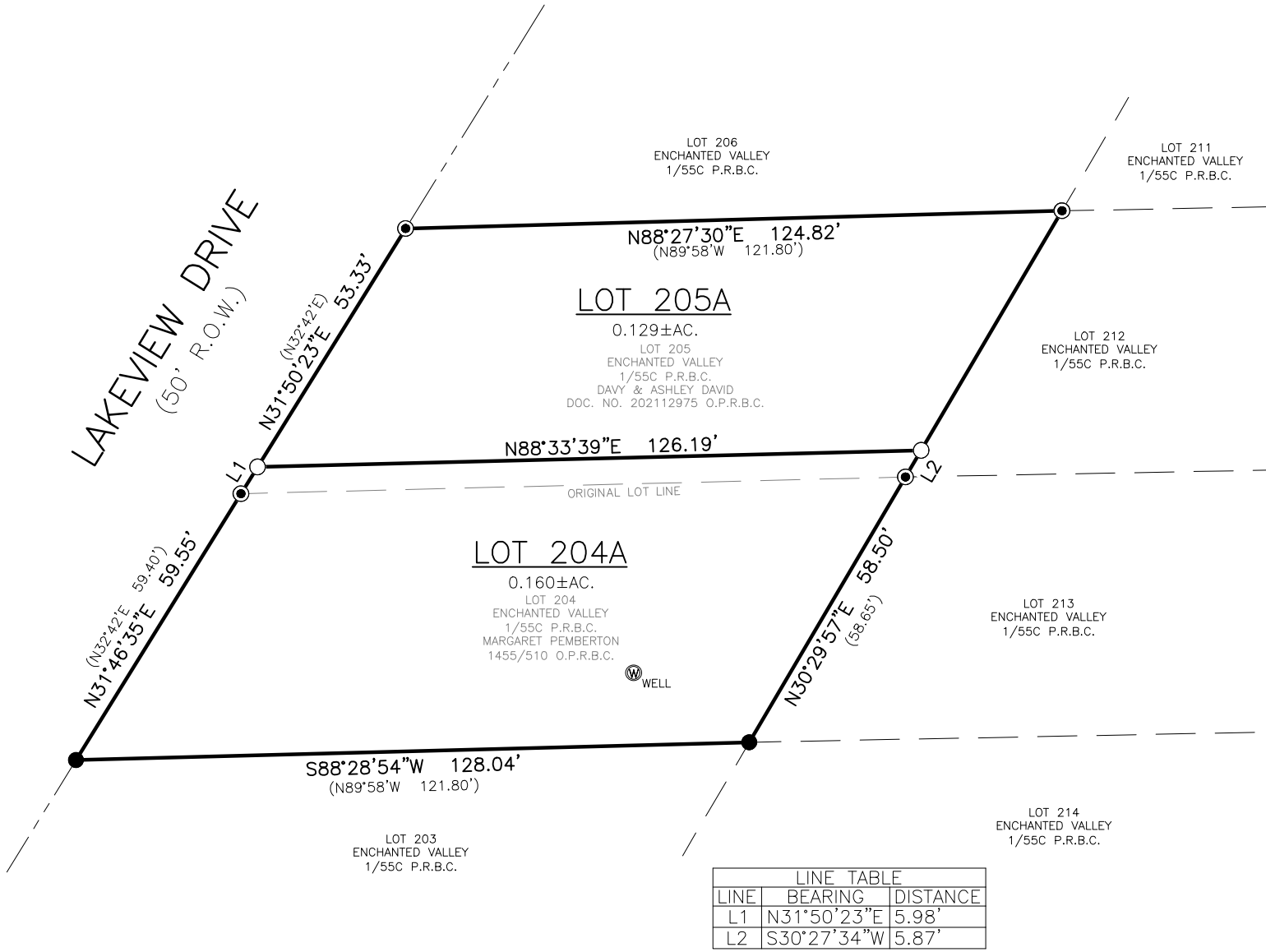
1 OF 1
SHEET



LEGEND		
●	3/8" IRON PIN FOUND	
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP	
...	VOLUME/PAGE	
P.R.B.C.	PLAT RECORDS BURNET CO.	
D.R.B.C.	DEED RECORDS BURNET CO.	
R.P.R.B.C.	REAL PROPERTY RECORDS BURNET COUNTY	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY	
()	RECORD INFO/SUBJECT	
B.S.L.	BLDG. SETBACK LINE	
U.E.	UTILITY EASEMENT	



LOCATION MAP
NOT TO SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31°50'23"E	5.98'
L2	S30°27'34"W	5.87'

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

17.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action regarding a replat request for Lots 10-13, Cassie Subdivision, Blk. 15, to be known as Lot 10A, Cassie Subdivision, Blk. 15, a combination of 4 lots into 1 (Luther)

Attachments

Lot 10A Cassie

STATE OF TEXAS:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT STEVE(N) BAXTER & JOIELIN BAXTER, BEING THE OWNERS OF LOTS 10-13, CASSIE SUBDIVISION, BLOCK 15, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 5, PAGE 7 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NOS. 201910687 & 201913748 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DO HEREBY REPLAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 10A, CASSIE SUBDIVISION, BLOCK 15" AS THE OFFICIAL PLAT OF SAME AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC

IN WITNESS WHEREOF, HAS THE PRESENTS TO BE SIGNED ON THIS _____ DAY OF _____, 2025.

STEVE(N) BAXTER — OWNER

JOIELIN BAXTER — OWNER

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED STEVE(N) BAXTER & JOIELIN BAXTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

THE ATTACHED PLAT OF ALL OF LOTS 10-13, CASSIE SUBDIVISION BLOCK 15, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 5, PAGE 7 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOT 10A, CASSIE SUBDIVISION, BLOCK 15", WAS FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS AND WAS APPROVED FOR FILING THEREOF IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS.

TO CERTIFY WHICH, THE UNDERSIGNED AS COUNTY JUDGE OF BURNET COUNTY, TEXAS,

THIS _____ DAY OF _____, 2025.

ATTEST:

JIM LUTHER, COMMISSIONER PRECINCT 1

DAMON BEIERLE, COMMISSIONER PRECINCT 2, BURNET COUNTY
COMMISSIONER COURT AUTHORIZED SIGNATORY

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOT 10A, CASSIE SUBDIVISION, BLOCK 15" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 25TH DAY OF FEBRUARY, 2025.

K.C. LUST, R.P.L.S. NO. 5273

PRELIMINARY — ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e), THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

NOTES:

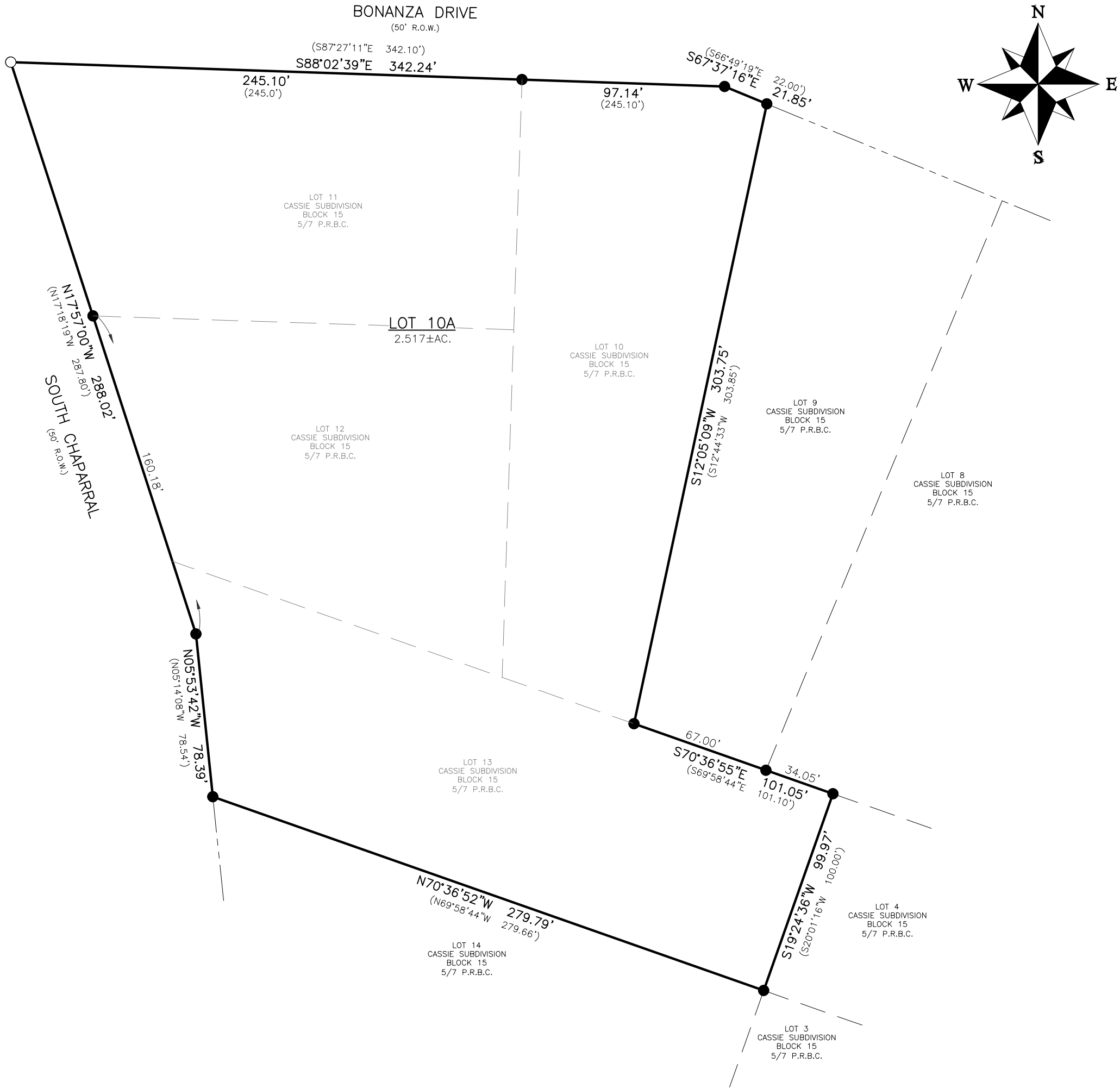
1. WATER WILL BE PROVIDED BY WELL.
2. WASTE WATER WILL BE SUPPORTED BY O.S.S.F.
3. GARBAGE PICKUP IS AVAILABLE BY COMMERCIAL FIRM.
4. THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY CURRENT SUBDIVISION REGULATIONS.
5. THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOTS 10-13, CASSIE SUBDIVISION BLOCK 15, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 5, PAGE 7 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS.
6. ALL OF THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0300F, EFFECTIVE 3/15/2012.
7. SUBJECT TO ALL CURRENT LAND USE ORDINANCES AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.
8. BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM — NAD 83, CENTRAL ZONE.
9. THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.00016006 FEET.
10. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.
11. EACH AND EVERY ON-SITE SEWAGE FACILITY INSTALLED ON LOT 10A MUST BE PERMITTED, INSPECTED AND APPROVED FOR OPERATION UNDER THOSE TERMS, STANDARDS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND LOWER COLORADO RIVER AUTHORITY AS ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS ARE MADE. THESE LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
---/---	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
D.R.B.C.	DEED RECORDS BURNET CO.
R.P.R.B.C.	REAL PROPERTY RECORDS BURNET COUNTY
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
()	RECORD INFO/SUBJECT
B.S.L.	BLDG. SETBACK LINE



LOCATION MAP
NOT TO SCALE



COUNTY SEAL AND FILING INFORMATION

BEING A REPLAT OF LOTS 10-13, CASSIE SUBDIVISION, BLOCK 15, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 5, PAGE 7, PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS

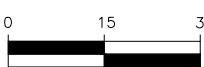
LOT 10A, CASSIE SUBDIVISION, BLOCK 15

PROJ. NO. 25110
PREPARED FOR: BAXTER
TECH: KCL
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 02/18/2025
COPYRIGHT: 2025

PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'



DATE	NO.	DESCRIPTION
	2	
	1	
REVISIONS		

1 OF 1
SHEET

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

18.

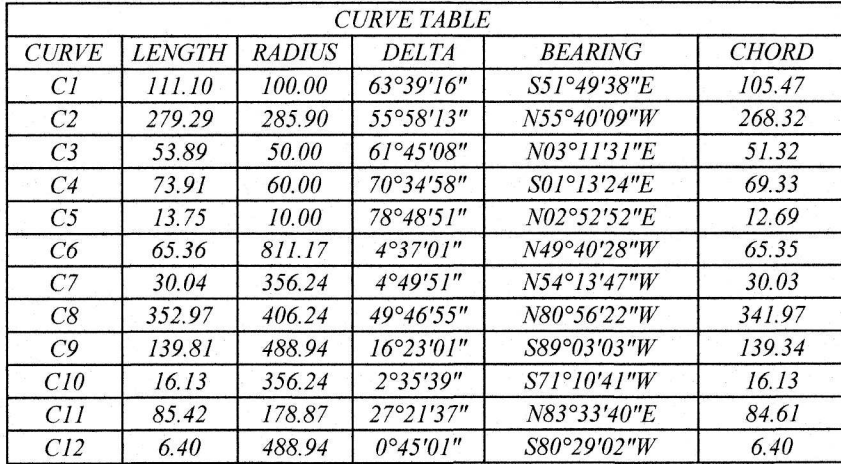
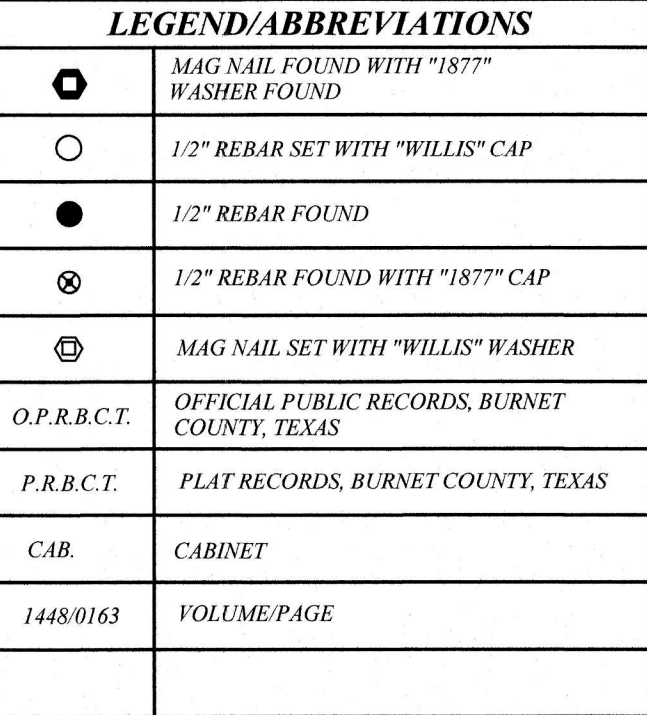
Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action regarding a request for a replat of the Community Center/ Quartz Park and the Park lots as shown on the Clearwater Landing at LBJ, Plat No. 1.5, to be known as the Community Center Tract and lots 73 and 74, Clearwater Landing, Plat No. 1.9, creating 3 lots out of 2 (Luther)

Attachments

Clearwater Landing



WILLIS AND ASSOCIATES
SURVEYORS AND PLANNERS
 310 MAIN STREET
 MARBLE FALLS, TEXAS 78654
 (830) 693-3566
 FIRM NUMBER: 10194764

CLEARWATER LANDING AT LBJ,
PLAT NO. 1.9
2.95 ACRES OUT OF THE
WILLIAM SIMMONS SURVEY NO. 121, ABSTRACT NO. 777
BURNET COUNTY, TEXAS

P:\2024 JOB\ 16747-1692\16847 STAKE CLEARWATER LANDING HOA TRACT.dwg 2025/03/18 11:32am dw

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

20.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action regarding budget inner departmental line item transfers

Attachments

line item transfers



Burnet County, TX

Budget Adjustment Register

Adjustment Detail

Packet: GL 42844 - CCT 4.8.25

Adjustment Number	Budget Code	Description	Adjustment Date
3280	FY 2025 ADOPTED BUDGET	CCT 4.8.25	4/1/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
190-5162-4540	SUPPORT/LICENSING AGREEM...	CCT 4.8.25	1,500.00	14,820.00	16,320.00
April: 14,820.00					
200-6500-3950	RSV CITY OF BURNET	CCT 4.8.25	0.00	5,000.00	5,000.00
April: 5,000.00					
330-6130-3300	OPERATING SUPPLIES	CCT 4.8.25	750,804.85	-717.69	750,087.16
April: -717.69					
330-6130-5750	MACH/EQUIP (INVENTORIED)	CCT 4.8.25	11,805.73	717.69	12,523.42
April: 717.69					
340-6140-3300	OPERATING SUPPLIES	CCT 4.8.25	936,360.41	-1,692.57	934,667.84
April: -1,692.57					
340-6140-5750	MACH/EQUIP (INVENTORIED)	CCT 4.8.25	0.00	1,692.57	1,692.57
April: 1,692.57					

Commissioner's Approval: _____

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

22.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action regarding FY25 Budget Amendments (Wilson)

Attachments

Budget Amendments



FY2025

DATE: 04/08/2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: R&B #3

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING LINE ITEM TRANSFERS:

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM:				
TO:	330/R&B #3	Operating Supplies	330-6130-3300	\$ 37,140.51

REASON:

The County Auditor certifies the receipt of new R&B revenue from R&B #3 auction proceeds. Rcpt#47750 in the amount of \$30,484.34, Rcpt #47806 in the amount of \$1,544.06 and Rcpt #47909 in the amount of \$5,112.11

111.011 Changes in Budget for County Purposes of the Local Government Code.

A blue ink signature, appearing to be "C. C.", is written over a horizontal line.

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

25.

Meeting Date: 04/08/2025

Subject

Acknowledgement of Receipt:

- a. Marble Falls EMS Audit FY 24
 - b. TCEQ Notice authorizing the discharge of water - Statewide General Permit
 - c. Central States Water Resources and a rate increase for all the systems they own being: Cassie, Council Creek, Deer Springs and Silver Creek subdivisions
 - d. Burnet Fire Department Response times for Quarter 2 (January - March)
-

Attachments

Marble Falls EMS Report FY24

TCEQ Notice

Burnet FD response times Jan. 25

Burnet FD response times Feb

Burnet FD response times Mar 25

**MARBLE FALLS AREA
EMERGENCY MEDICAL
SERVICES, INC.**

Financial Statements

September 30, 2024 and 2023

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
September 30, 2024 and 2023

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Statements of Functional Expenses	7
Notes to the Financial Statements.....	9

INDEPENDENT AUDITORS' REPORT

Board of Directors
Marble Falls Area Emergency Medical Services, Inc.
Marble Falls, Texas

Opinion

We have audited the accompanying financial statements of Marble Falls Area Emergency Medical Services, Inc., (a non-profit organization), which comprise the Statements of Financial Position as of September 30, 2024 and 2023, and the related Statements of Activities, Cash Flows, and Functional Expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Marble Falls Area Emergency Medical Services, Inc. as of September 30, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Marble Falls Area Emergency Medical Services, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Marble Falls Area Emergency Medical Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Oliver, Rainey & Wojtek, LLP

Oliver, Rainey & Wojtek
March 19, 2025

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2024 and 2023

ASSETS		
	<u>2024</u>	<u>2023</u>
Current Assets		
Cash and cash equivalents (Note 2)	\$ 677,256	\$ 213,889
Restricted cash (Note 2)	105,756	58,502
Net ambulance billing receivable (Note 3)	315,179	305,823
Inventory	82,623	71,594
Miscellaneous receivables	<u>3,036</u>	<u>31,375</u>
Total Current Assets	<u>1,183,850</u>	<u>681,183</u>
Fixed Assets (Note 4)		
Buildings and improvements	516,334	527,000
Furniture & fixtures	11,876	11,876
Communications and other equipment	798,424	777,169
Transportation equipment	<u>1,653,942</u>	<u>1,592,930</u>
Total Fixed Assets	2,980,576	2,908,975
Accumulated depreciation	<u>(2,283,683)</u>	<u>(2,285,800)</u>
Net Fixed Assets	<u>696,893</u>	<u>623,175</u>
Land	<u>39,361</u>	<u>39,361</u>
Total Assets	<u>\$ 1,920,104</u>	<u>\$ 1,343,719</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 153,016	\$ 115,981
Accrued expenses	67,257	52,540
Current portion of long-term debt (Note 5)	<u>227,724</u>	<u>202,340</u>
Total Current Liabilities	447,997	370,861
Long-term debt, less current portion (Note 5)	<u>342,961</u>	<u>320,783</u>
Total Liabilities	<u>790,958</u>	<u>691,644</u>
Net Assets		
Net assets without donor restrictions	1,023,390	593,573
Net assets with donor restrictions (Note 6)	<u>105,756</u>	<u>58,502</u>
Total Net Assets	<u>1,129,146</u>	<u>652,075</u>
Total Liabilities and Net Assets	<u>\$ 1,920,104</u>	<u>\$ 1,343,719</u>

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

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2024

	Without Donor Restrictions	With Donor Restrictions	2024 Total
Revenue, Gains & Other Support:			
Net service fees (Note 7)	\$ 2,797,072	\$ -	\$ 2,797,072
Service contracts-counties	1,500,631	-	1,500,631
Service contracts-cities	375,124	-	375,124
Class fees	6,830	-	6,830
Donations	2,778	56,206	58,984
Fundraisers	34,177	-	34,177
Gain (loss) on disposition of equipment	11,325	-	11,325
Grants	9,966	5,902	15,868
Interest income	3,439	7	3,446
Miscellaneous	6,105	-	6,105
VES contributions	65,718	-	65,718
Total Revenue	4,813,165	62,115	4,875,280
Net Assets Released from Restrictions	14,861	(14,861)	-
Total Revenue, Gains & Other Support	4,828,026	47,254	4,875,280
Cost of Special Activities & Programs:			
Personnel and personnel expenses	2,825,112	-	2,825,112
Depreciation (Note 4)	232,206	-	232,206
Dues and subscriptions	63,964	-	63,964
Equipment-small purchases	42,675	-	42,675
Fuel	89,809	-	89,809
Insurance	381,572	-	381,572
Interest expense	29,177	-	29,177
Medical billing fee	188,906	-	188,906
Medical director	20,000	-	20,000
Medical supplies	162,764	-	162,764
Repair and maintenance	89,955	-	89,955
Scholarships and donations	3,825	-	3,825
Training and education	24,605	-	24,605
Utilities	41,165	-	41,165
Total Cost of Special Activities & Programs	4,195,735	-	4,195,735
Revenues Net of Cost	632,291	47,254	679,545
Supporting Services:			
Personnel and personnel expense	171,152	-	171,152
Management and general	28,692	-	28,692
Fundraisers	2,630	-	2,630
Total Supporting Services	202,474	-	202,474
Change in Net Assets	429,817	47,254	477,071
Net Assets, Beginning of Year	596,047	58,502	654,549
Net Assets, End of Year	\$ 1,025,864	\$ 105,756	\$ 1,131,620

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

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2023

	Without Donor Restrictions	With Donor Restrictions	2023 Total
Revenue, Gains & Other Support:			
Net service fees (Note 7)	\$ 2,370,483	\$ -	\$ 2,370,483
Service contracts-counties	1,451,327	-	1,451,327
Service contracts-cities	363,339	-	363,339
Class fees	7,724	-	7,724
Donations	1,464	47,886	49,350
Fundraisers	28,349	-	28,349
Gain (loss) on disposition of equipment	2,700	-	2,700
Grants	25,585	-	25,585
Interest income	828	6	834
Miscellaneous	9,232	-	9,232
VES contributions	59,444	-	59,444
Total Revenue	4,320,475	47,892	4,368,367
Net Assets Released from Restrictions	58,721	(58,721)	-
Total Revenue, Gains & Other Support	4,379,196	(10,829)	4,368,367
Cost of Special Activities & Programs:			
Personnel and personnel expenses	2,676,042	-	2,676,042
Depreciation (Note 4)	267,297	-	267,297
Dues and subscriptions	64,474	-	64,474
Equipment-small purchases	27,061	-	27,061
Fuel	95,007	-	95,007
Insurance	361,136	-	361,136
Interest expense	27,592	-	27,592
Medical billing fee	160,179	-	160,179
Medical director	20,000	-	20,000
Medical supplies	140,051	-	140,051
Repair and maintenance	90,266	-	90,266
Scholarships and donations	3,075	-	3,075
Training and education	27,799	-	27,799
Utilities	40,932	-	40,932
Total Cost of Special Activities & Programs	4,000,911	-	4,000,911
Revenues Net of Cost	378,285	(10,829)	367,456
Supporting Services:			
Personnel and personnel expense	162,703	-	162,703
Management and general	23,848	-	23,848
Fundraisers	3,144	-	3,144
Total Supporting Services	189,695	-	189,695
Change in Net Assets	188,590	(10,829)	177,761
Net Assets, Beginning of Year	407,457	69,331	476,788
Net Assets, End of Year	\$ 596,047	\$ 58,502	\$ 654,549

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

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
STATEMENTS OF CASH FLOWS
Years Ended September 30, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities:		
Change in net assets	\$ 477,071	\$ 175,287
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Depreciation	232,206	267,297
(Increase) decrease in accounts receivable	(9,356)	(29,231)
(Increase) decrease in inventory	(11,029)	(1,545)
(Increase) decrease in miscellaneous receivables	28,339	(16,986)
Increase (decrease) in accounts payable	37,035	42,841
Increase (decrease) in accrued expenses	14,717	12,438
Net Cash Provided by (used in) Operating Activities	<u>768,983</u>	<u>450,101</u>
Cash Flows From Investing Activities:		
Purchases of equipment	(308,890)	(60,101)
Disposal of Property, Plant, and Equipment	2,966	3,687
Net Cash Provided by (Used in) Investing Activities	<u>(305,924)</u>	<u>(56,414)</u>
Cash Flows From Financing Activities:		
Loan proceeds	299,954	25,030
Principal paid	(252,392)	(250,384)
Net Cash Provided (used in) by Financing Activities	<u>47,562</u>	<u>(225,354)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	510,621	168,333
Cash and Cash Equivalents, Beginning of Year	<u>272,391</u>	<u>104,058</u>
Cash and Cash Equivalents, End of Year	<u>\$ 783,012</u>	<u>\$ 272,391</u>
Supplemental Cash Flow Disclosure:		
Cash paid during the year for:		
Interest	<u>\$ 29,177</u>	<u>\$ 27,592</u>
Income taxes	<u>\$ -</u>	<u>\$ -</u>
Noncash Activities		
In-kind donations	<u>\$ -</u>	<u>\$ -</u>

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

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2024

		Support Services		
	Program Services	Administrative	Fundraising	2024 Total
Personnel and personnel expense	\$ 2,825,112	\$ 171,152	\$ -	\$ 2,996,264
Depreciation	232,206	-	-	232,206
Due and subscriptions	63,964	-	-	63,964
Equipment-small purchases	42,675	-	-	42,675
Fuel	89,809	-	-	89,809
Fundraisers	-	-	2,630	2,630
Insurance	381,572	-	-	381,572
Interest Expense	29,177	-	-	29,177
Management and general	-	28,692	-	28,692
Medical billing fee	188,906	-	-	188,906
Medical director	20,000	-	-	20,000
Medical supplies	162,764	-	-	162,764
Repair and maintenance	89,955	-	-	89,955
Scholarships and donations	3,825	-	-	3,825
Training and education	24,605	-	-	24,605
Utilities	41,165	-	-	41,165
2024 Total	<u>\$ 4,195,735</u>	<u>\$ 199,844</u>	<u>\$ 2,630</u>	<u>\$ 4,398,209</u>

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

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended September 30, 2023

		Support Services		
	Program Services	Administrative	Fundraising	2023 Total
Personnel and personnel expense	\$ 2,676,042	\$ 162,703	\$ -	\$ 2,838,745
Depreciation	267,297	-	-	267,297
Due and subscriptions	64,474	-	-	64,474
Equipment-small purchases	27,061	-	-	27,061
Fuel	95,007	-	-	95,007
Fundraisers	-	-	3,144	3,144
Insurance	361,136	-	-	361,136
Interest Expense	27,592	-	-	27,592
Management and general	-	23,848	-	23,848
Medical billing fee	160,179	-	-	160,179
Medical director	20,000	-	-	20,000
Medical supplies	140,051	-	-	140,051
Repair and maintenance	90,266	-	-	90,266
Scholarships and donations	3,075	-	-	3,075
Training and education	27,799	-	-	27,799
Utilities	40,932	-	-	40,932
2023 Total	<u>\$ 4,000,911</u>	<u>\$ 186,551</u>	<u>\$ 3,144</u>	<u>\$ 4,190,606</u>

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

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024 and 2023

Note 1 – Summary of Significant Accounting Policies

Organization

Marble Falls Area Emergency Medical Services, Inc. (the Service) is a non-profit organization established to provide emergency ambulance and medical services to the City of Marble Falls, Texas and the surrounding 300 square mile area. The primary sources of revenues are from service fees and contracts for emergency medical services.

Basis of Accounting

The financial statements of the Service have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

Resources are classified for accounting and reporting purposes into two classes of net assets, according to externally imposed restrictions.

- Net assets without donor restrictions: This is the portion of net assets of the Service that can be used subject only to the board limits resulting from the nature of the Service, the environment it operates in, or the purposes specified in its articles of incorporation or bylaws. In some cases, the use of these resources is also subject to limits resulting from contractual agreements with suppliers, creditors, and others entered into by the Service in the course of its business. The Service has the greatest ability to choose when using these resources. Net assets without donor restrictions generally result from grants, contracts, and contributions that are not subject to donor-imposed restrictions, and income from investing excess operating cash, reduced by expenses incurred in providing services, raising contributions, and performing administrative functions.
- Net assets with donor restrictions: This is the portion of net assets of the Service that is subject to either donor-imposed time restrictions or donor-imposed purpose restrictions. These restrictions limit the Service's choices when using these resources because the Service has a fiduciary responsibility to its donors to follow the donor's instructions. Net assets with donor restrictions generally result from donor-restricted contributions.

Tax Status

Under provisions of the Internal Revenue Code, Section 501(c)(3), the Service is exempt from taxes on income other than unrelated business income. Since the Service had no net unrelated business income during the years ended September 30, 2024 and 2023, no provision for income taxes has been made. The Service's open audit periods are for the fiscal year ends September 30, 2022 to September 30, 2024.

Contributions

The Service receives support from individuals, corporations, and other nonprofit organizations in support of the Service's mission. Contribution revenue is recognized at fair value on the receipt of cash. From time to time, the Service receives contributions that have certain conditions such as meeting specific performance-related barriers or limiting the Service's discretion on use of the funds. Other contributions may have revocable features. Such contributions are recognized when the conditions are substantially met.

In addition, the Service elected the net asset release policy option for contributions with donor restrictions that were initially conditional contributions. As part of this election, the Service reports contributions restricted by donors (that were conditional in nature) as increases in net assets without donor restrictions if the restrictions expire in the reporting period in which the revenue is recognized. The Service has not changed its policy for unconditional contributions such that the Service reports contributions restricted by donors (that were unconditional in nature) as increases in net assets with donor restrictions. When the donor restriction expires on an unconditional contribution, the release is reported as net assets released from donor restrictions in the statement of activities.

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024 and 2023

Note 1 – Summary of Significant Accounting Principles - Continued

Contributed Services

The Service receives some services from volunteers which are not recorded in these financial statements. The Service records services in the financial statements if the volunteer services create or enhance a non-financial asset; or require specialized skills, are performed by people with those skills, and would otherwise be purchased. No contributed services were recognized in the years ending September 30, 2024 or 2023.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefitted. The expenses are allocated based on the nature of the expense.

Cash and Cash Equivalents

The Service considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents for purposes of the statement of cash flows exclude permanently restricted cash and cash equivalents, if any. The carrying amount for cash and cash equivalents approximates fair value.

Inventories

Inventories consist of medical supplies on hand at year-end. Inventories are valued at cost based on the first-in, first out method.

Property and Equipment

Property and equipment purchased by the Service is recorded at cost. Donated property and equipment are recorded at fair market value as of the date donated. Property and equipment acquired by the Service is considered to be owned by the Service. The Service maintains title to all depreciable assets.

The Service follows the practice of capitalizing all expenditures for or donations of property and equipment in excess of \$2,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets. Upon sales or retirement of land, buildings, and equipment, the cost and related depreciation, if any, are eliminated from the respective accounts and any resulting gain or loss is included in the results of operations. Depreciation is computed on the straight-line basis over the useful lives of the assets as follows:

Buildings	20 to 39 years
Furniture and fixtures	5 to 7 years
Communications and other equipment	5 to 15 years
Transportation equipment	3 to 7 years

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024 and 2023

Note 2 – Cash and Cash Equivalents

Cash and cash equivalents totaled \$783,012 at September 30, 2024 and \$272,391 at September 30, 2023. Cash and cash equivalents consist of bank accounts that are available for use in current operations.

As of September 30, 2024, the Organization's bank deposits exceeded the federally insured limits by \$46,709. This is a concentration of credit risk requiring disclosure, regardless of the degree of risk. The risk is managed by maintaining all deposits in high quality financial institutions.

Cash and cash equivalents on the statement of cash flows consist of the following:

	2024	2023
Cash and cash equivalents	\$ 677,256	\$ 213,889
Restricted cash	105,756	58,502
	<u>\$ 783,012</u>	<u>\$ 272,391</u>

Note 3 – Net Ambulance Billings Receivable

Net ambulance billings receivable as of September 30, 2024 and 2023 are:

	2024	2023
Accounts receivable billed	\$ 3,728,298	\$ 4,053,293
Allowance for doubtful accounts	<u>(3,413,119)</u>	<u>(3,747,470)</u>
	<u>\$ 315,179</u>	<u>\$ 305,823</u>

An allowance for credit losses is an estimate based upon historical account write-off trends and facts about the current financial condition of the debtors. The Service utilizes the reserve method to account for bad debts based upon reserving all emergency service billings greater than 90 days old and a percentage of all billings up to 90 days old based on historical experience of collections, adjustments, and write-offs. Accounts receivable balances are charged off against the allowance for credit losses after recovery efforts have ceased. The Service past due receivable balances upon review of management are written off when collection efforts have been unsuccessful. Accounts receivable billed include charges for emergency medical services rendered through September 30, 2024 and 2023, respectively. Beginning balance of net ambulance billings receivable at October 1, 2022 was \$276,592.

Note 4 – Fixed Assets

Changes in fixed assets during the year ended September 30, 2024, are as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
Building and improvements	\$ 527,000	\$ -	\$ 10,666	\$ 516,334
Furniture and fixtures	11,876	-	-	11,876
Communications and other equipment	777,169	49,354	28,098	798,425
Transportation equipment	<u>1,592,930</u>	<u>259,536</u>	<u>198,525</u>	<u>1,653,941</u>
Total Fixed Assets	2,908,975	308,890	237,289	2,980,576
Less accumulated depreciation	<u>(2,285,800)</u>	<u>(232,206)</u>	<u>(234,323)</u>	<u>(2,283,683)</u>
Total Fixed Assets Net of Depreciation	<u>\$ 623,175</u>	<u>\$ 76,684</u>	<u>\$ 2,966</u>	<u>\$ 696,893</u>

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024 and 2023

Note 5 – Long-Term Debt

The following schedule summarizes notes payable transactions for the year ended September 30, 2024:

	Balance October 1, 2023	Additions	Principal Payments	Balance September 30, 2024
Notes Payable	\$ 510,645	\$ 299,954	\$ 239,914	\$ 570,685
Line of Credit	12,478	-	12,478	-
	<u>\$ 523,123</u>	<u>\$ 299,954</u>	<u>\$ 252,392</u>	<u>\$ 570,685</u>

Notes payable consist of the following as of September 30, 2024:

<u>Payee and Terms</u>	<u>Principal Balance</u>
First United Bank, Marble Falls, Texas, payable in 60 monthly installments of \$3,160, including interest at 4.25%, beginning January 2018, due April 2025, for purchase of a vehicle, secured by vehicle.	\$ 15,192
First United Bank, Marble Falls, Texas, payable in 60 monthly installments of \$3,820, including interest at 4.0%, beginning May 2020, due May 2025, for purchase of a vehicle, secured by vehicle.	29,893
Security State Bank, Marble Falls, Texas, payable in 78 monthly installments of \$3,269, including interest at 4.25%, beginning May 2020, due October 2026, for purchase of a vehicle, secured by vehicle.	74,048
Security State Bank, Marble Falls, Texas, payable in 84 monthly installment of \$3,392, including interest at 4.25%, beginning April 2022, due April 2029, for purchase of a vehicle, secured by vehicle.	168,915
Security State Bank, Marble Falls, Texas, payable in one payment, including interest at 5.25%, due June 2025, for purchase of a vehicle, secured by vehicle.	80,203
First United Bank, Marble Falls, Texas, payable in 71 monthly installments of \$3,837.60, including interest at 7.75%, beginning March 2024, due February 2030, for purchase of a vehicle, secured by vehicle.	<u>202,434</u>
	570,685
Less Current Portion	<u>(227,724)</u>
	<u><u>\$ 342,961</u></u>

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024 and 2023

Note 5 – Long-Term Debt – Continued

Annual payments required to amortize all long-term notes payable outstanding as of September 30, 2024 are as follows:

For the Year Ending September 30	Principal
2025	\$ 227,724
2026	106,913
2027	73,930
2028	78,492
2029	65,897
2030	17,729
	<u>\$ 570,685</u>

Note 6 – Net Assets with Donor Restrictions

Net assets with donor restrictions as of September 30, 2024 and 2023 consisted of contributions received for education expenses, car seats, and an employee charitable fund.

Note 7 – Net Service Fees

Service fees are recognized based on transports and are reported net of adjustments for costs disallowed by Medicaid, Medicare, and insurance companies. Service fees are also reported net of the provision for bad debts.

Note 8 – Concentration of Risk

Revenue from the Burnet County Emergency Service District No. 9 contracts was approximately 12 percent of the Service's total revenues for the years ended September 30, 2024 and 2023, respectively. A significant reduction in or elimination of this contracts would have a material effect on the Service.

Note 9 – Simple IRA Plan

The Service maintains a Simple IRA pension plan covering all employees. The Service will match each eligible employee's Simple IRA contributions up to 3 percent of the employee's compensation for the year. The employer contributions for the year ending September 30, 2024 were \$66,329 and for September 30, 2023 were \$68,322.

Note 10 – Liquidity and Reserves

The Service has a policy to manage its liquidity and reserves in order to operate with financial stability, maintain adequate liquidity, and maintain sufficient reserves. The following table reflects the Service's financial assets (cash and cash equivalents and investments) as of September 30, 2024, reduced by amounts not available for general expenditures within one year.

	<u>2024</u>
Financial Assets	
Cash and cash equivalents	\$ 783,012
Accounts receivable, net	315,179
Less those unavailable for general expenditure within one year due to:	
Restricted funds (Note 6)	(105,756)
	<u>\$ 992,435</u>

MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC.
NOTES TO THE FINANCIAL STATEMENTS - CONTINUED
September 30, 2024 and 2023

Note 11 – New Accounting Pronouncement

At the beginning of the fiscal year ended September 30, 2023, the Service adopted FASB ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Service adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Organization's financial statements but did change how the allowance for credit losses is determined.

Note 12 – Subsequent Events

The Service did not have any subsequent events through March 19, 2025, which is the date the financial statements were available to be issued for events requiring, recording or disclosure in the financial statements for the fiscal year ended September 30, 2024.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF A PUBLIC MEETING AND A PROPOSED RENEWAL OF GENERAL PERMIT TXG640000 AUTHORIZING THE DISCHARGE OF WASTEWATER

The Texas Commission on Environmental Quality (TCEQ or commission) is proposing to amend and renew Texas Pollutant Discharge Elimination System General Permit No. TXG640000. This general permit authorizes the discharge of wastewater generated as a result of conventional water treatment at water treatment facilities into or adjacent to water in the state. The draft general permit applies to the entire state of Texas. General permits are authorized by Texas Water Code, §26.040.

DRAFT GENERAL PERMIT. The executive director has prepared a draft general permit renewal with amendments of an existing general permit that authorizes the discharge of wastewater generated as a result of conventional water treatment at water treatment facilities into or adjacent to water in the state. No significant degradation of high-quality waters is expected and existing uses will be maintained and protected. The executive director proposes to require regulated entities to submit a Notice of Intent to obtain authorization under the general permit.

The executive director has reviewed this action for consistency with the goals and policies of the Texas Coastal Management Program (CMP) according to General Land Office regulations and has determined that the action is consistent with applicable CMP goals and policies.

On the date that this notice is published, a copy of the draft general permit and fact sheet will be available for a minimum of 30 days for viewing and copying at the TCEQ Office of the Chief Clerk located at the TCEQ Austin office, at 12100 Park 35 Circle, Building F. These documents will also be available at the TCEQ's 16 regional offices and on the TCEQ website at <https://www.tceq.texas.gov/permitting/wastewater/general/index.html>.

PUBLIC COMMENT AND PUBLIC MEETING. You may submit public comments on this proposed general permit in writing or orally at the public meeting to be held by the TCEQ. The purpose of a public meeting is to provide the opportunity to submit written or oral comment or to ask questions about the proposed general permit. A public meeting is not a contested case hearing.

The hybrid in-person and virtual public meeting will be held at 9:30 a.m., April 7, 2025, in TCEQ's complex at 12100 Park 35 Circle, Building F, Room 2210, Austin, Texas 78753.

Information for registering and attending the public meeting virtually is available at <https://www.tceq.texas.gov/permitting/wastewater/general/index.html>.

Written public comments must be received by the Office of the Chief Clerk, MC 105, TCEQ, PO Box 13087, Austin, TX 78711-3087 or electronically at <https://www14.tceq.texas.gov/epic/eComment/> within 30 days from the date this notice is published.

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

APPROVAL PROCESS. After the comment period, the executive director will consider all the public comments and prepare a written response. The response will be filed with the TCEQ Office of the Chief Clerk at least 10 days before the scheduled commission meeting when the commission will consider approval of the general permit. The commission will consider all public comment in making its decision and will either adopt the executive director's response or prepare its own response. The commission will issue its written response on the general permit at the same time the commission issues or denies the general permit. A copy of any issued general permit and response to comments will be made available to the public for inspection at the agency's Austin office. A notice of the commissioners' action on the draft general permit and information on how to access the response to comments will be mailed to each person who submitted a comment. Also, a notice of the commission's action on the draft general permit and the text of its response to comments will be published in the *Texas Register*.

MAILING LISTS. In addition to submitting public comments, you may ask to be placed on a mailing list to receive future public notices mailed by the TCEQ Office of the Chief Clerk. You may request to be added to: 1) the mailing list for this specific general permit; 2) the permanent mailing list for a specific county; or 3) both. Clearly specify the mailing lists to which you wish to be added and send your request to the TCEQ Office of the Chief Clerk at the address previously mentioned. Unless you otherwise specify, you will be included only on the mailing list for this specific general permit.

INFORMATION. If you need more information about this general permit or the permitting process, please call the TCEQ Public Education Program, toll free, at 1-800-687-4040. General information about the TCEQ can be found at our website at: <https://www.tceq.texas.gov>.

Persons with disabilities who need special accommodations at the public meeting should call the Office of the Chief Clerk at (512) 239-3300 or 1-800-RELAY-TX (TDD) at least one week prior to the meeting.

Further information may also be obtained by calling Shannon Gibson, TCEQ Water Quality Division, at 512-239-4284.

Si desea información en español, puede llamar 1-800-687-4040.

ISSUED: March 7, 2025

Burnet County Response Times Jan. 2025

Burnet FD

Column1	Column2	Column3	Column4	Column7	Column8	Column9	Column10	Column11
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition			
1/1/2025 7:34	25-0003	0:10:00	Medic 1	CR 304	Patient Treated, Transported by Law Enforcement			
1/1/2025 11:56	25-0006	0:17:00	Medic 1	US 183	Transported No Lights/Siren			
1/1/2025 15:52	25-0011	0:04:00	Medic 1	FM 1174	Transported No Lights/Siren			
1/2/2025 13:26	25-0018	0:03:00	Medic 1	Henna	Transported No Lights/Siren			
1/2/2025 13:47	25-0019	0:13:00	Medic 2	US 281	Transported Lights/Siren			
1/2/2025 18:54	25-0020	0:03:00	Medic 1	E Cedar St	Transported No Lights/Siren			
1/2/2025 23:21	25-0022	0:12:00	Medic 1	Creedmore Dr	Patient Refused Evaluation/Care			
1/3/2025 10:29	25-0028	0:13:00	Medic 5	Lakeway	Transported No Lights/Siren			
1/3/2025 13:01	25-0030	0:19:00	Medic 4	Cr 110	Transported No Lights/Siren			
1/3/2025 15:53	25-0035	0:13:00	Medic 6	East SH 29	Transported Lights/Siren			
1/3/2025 19:29	25-0039	0:10:00	Medic 4	Thomas Ridge Road	Transported No Lights/Siren			
1/3/2025 21:26	25-0040	0:21:00	Medic 1	Cr 217	Transported No Lights/Siren			
1/4/2025 20:44	25-0049	0:18:00	Medic 4	CR 110	Transported Lights/Siren			
1/5/2025 9:02	25-0053	0:07:57	Medic 1	West SH 29	Transported No Lights/Siren			
1/5/2025 10:08	25-0054	0:12:00	Medic 4	Turkey Ln.	Transported No Lights/Siren			
1/5/2025 10:34	25-0055	0:07:03	Medic 1	Vaughan St	Transported No Lights/Siren			
1/5/2025 12:25	25-0057	0:26:00	Medic 2	FM 963	Transported No Lights/Siren			
1/5/2025 13:06	25-0058	0:14:00	Medic 4	Greenwood Hills Trail	Transported No Lights/Siren			
1/6/2025 14:59	25-0066	0:13:00	Medic 1	E FM 243	No Treatment/Transport Required			
1/6/2025 16:10	25-0067	0:12:00	Medic 4	CR 335	Transported No Lights/Siren			
1/6/2025 18:31	25-0069	0:10:00	Medic 4	CR 200B	Patient Refused Evaluation/Care			
1/6/2025 19:12	25-0070	0:05:00	Medic 1	Indian Wells	Transported No Lights/Siren			
1/7/2025 2:46	25-0074	0:15:00	Medic 4	Hansford Rd	No Treatment/Transport Required			
1/7/2025 7:49	25-0077	0:12:00	Medic 4	Lakeway	Transported No Lights/Siren			
1/7/2025 16:10	25-0086	0:14:00	Medic 4	FM 963	Cancelled on Scene/No Patient Found			
1/8/2025 9:02	25-0092	0:09:00	Medic 4	Thomas Ridge Rd	Transported No Lights/Siren			
1/8/2025 10:54	25-0093	0:09:00	Medic 2	CR 330	Patient Refused Evaluation/Care			
1/8/2025 12:47	25-0094	0:11:00	Medic 2	CR 200B	Transported No Lights/Siren			
1/8/2025 12:51	24-0095	0:27:00	Medic 4	CR 205	Transported No Lights/Siren			
1/9/2025 10:17	25-0108	0:27:00	Medic 2	CR 108	Transported No Lights/Siren			
1/9/2025 10:33	25-0109	0:10:00	Medic 5	Cr 323A	Transported No Lights/Siren			

Burnet County Response Times Jan. 2025

Burnet FD

1/9/2025 11:21	25-0110	0:13:00	Medic 1	CR 321	Transported Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
1/9/2025 12:00	25-0111	0:14:00	Medic 2	Henna St	Transported Lights/Siren
1/9/2025 12:44	25-0112	0:13:00	Medic 4	FM 963	Transported No Lights/Siren
1/9/2025 14:11	25-0113	0:09:00	Medic 3	S Us 322	Transported Lights/Siren
1/9/2025 21:07	25-0119	0:06:00	Medic 3	Cr 272	Transported No Lights/Siren
1/9/2025 21:20	25-0120	0:18:00	Medic 1	CR 110	Transported No Lights/Siren
1/10/2025 8:11	25-0123	0:22:00	Medic 3	Cloudwood RR	Patient Treated, Released (AMA)
1/10/2025 8:26	25-0124	0:11:02	Medic 2	Live Oak Dr	Transported No Lights/Siren
1/10/2025 13:16	25-0128	0:03:00	Medic 3	Henna	Transported No Lights/Siren
1/10/2025 15:39	25-0130	0:17:00	Medic 1	Sandy Lane	Transported Lights/Siren
1/10/2025 19:49	25-0133	0:03:00	Medic 3	Sparrow Lane	Transported No Lights/Siren
1/10/2025 22:24	25-0136	0:10:00	Medic 1	Valley View East	Transported No Lights/Siren
1/11/2025 0:59	25-0137	0:17:00	Medic 1	CR 110	Transported No Lights/Siren
1/11/2025 2:31	25-0138	0:06:00	Medic 3	CR 266	Patient Treated, Released (AMA)
1/12/2025 12:16	25-0146	0:08:00	Medic 2	Whispering Oaks Dr	Transported No Lights/Siren
1/13/2025 4:22	25-0156	0:18:00	Medic 3	John Deere RD	Patient Refused Evaluation/Care
1/14/2025 8:43	25-0170	0:19:00	Medic 3	FM 243	No Treatment/Transport Required
1/14/2025 21:15	25-0175	0:04:00	Medic 3	Central Blvd	Transported No Lights/Siren
1/15/2025 2:24	25-0176	0:21:00	Medic 1	Seneca Drive	Transported No Lights/Siren
1/15/2025 5:37	25-0177	0:20:00	Medic 3	John Deer Rd	Transported No Lights/Siren
1/15/2025 9:37	25-0181	0:12:00	Medic 3	CR 272	Transported No Lights/Siren
1/15/2025 12:06	25-0182	0:34:00	Medic 2	Mill Creek Ranch Rd	Transported No Lights/Siren
1/15/2025 17:39	25-0186	0:13:00	Medic 2	Cr 110	Transported No Lights/Siren
1/15/2025 20:41	25-0189	0:16:00	Medic 1	Apache	Transported No Lights/Siren
1/15/2025 21:47	25-0191	0:06:00	Medic 2	N Us 281	Transported Lights/Siren
1/16/2025 10:40	25-0194	0:16:00	Medic 3	CR 218	Transported No Lights/Siren
1/17/2025 7:49	25-0206	0:17:00	Medic 3	Oak Crest Drive	Transported No Lights/Siren
1/17/2025 10:22	25-0208	0:16:00	Medic 1	Seneca Dr.	Patient Refused Evaluation/Care
1/17/2025 11:10	25-0210	0:08:00	Medic 2	First Down Dash	Patient Treated, Released (AMA)
1/17/2025 16:05	25-0211	0:05:00	Medic 3	E FM 243	Transported No Lights/Siren
1/17/2025 23:46	25-0215	0:18:00	Medic 2	CR 205	Transported No Lights/Siren
1/18/2025 12:09	25-0217	0:12:00	Medic 1	W SH 29	Transported No Lights/Siren

Burnet County Response Times Jan. 2025

Burnet FD

1/18/2025 19:17	25-0219	0:26:00	Medic 3	CR 211	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
1/18/2025 20:16	25-0221	0:14:00	Medic 2	Charles Minton	Patient Refused Evaluation/Care
1/19/2025 4:53	25-0228	0:19:00	Medic 1	Iroquois Dr	Patient Refused Evaluation/Care
1/19/2025 10:57	25-0231	0:23:02	Medic 1	CR 108	Transported Lights/Siren
1/19/2025 12:47	25-0233	0:07:00	Medic 2	Deer Springs Drive	Transported No Lights/Siren
1/19/2025 16:28	25-0236	0:14:13	Medic 1	CR 139A	Transported No Lights/Siren
1/20/2025 5:02	25-0242	0:11:00	NEBCFD Com	FM 2657	Patient Refused Evaluation/Care
1/20/2025 5:04	25-0242	0:16:00	Medic 3	FM 2657	Cancelled (No Patient Contact)
1/20/2025 6:17	25-0243	0:21:00	Medic 3	FM 963	Transported No Lights/Siren
1/20/2025 11:15	25-0245	0:32:00	Medic 3	Maverick Way	Transported No Lights/Siren
1/20/2025 13:01	25-0246	0:17:00	NEBCFD Com	CR 222A	No Treatment/Transport Required
1/20/2025 23:07	25-0253	0:10:00	Medic 2	W South St	Transported No Lights/Siren
1/21/2025 5:43	25-0255	0:06:00	Medic 3	CR 303	Patient Refused Evaluation/Care
1/21/2025 9:40	25-0256	0:12:00	Medic 2	Cr 335	Transported No Lights/Siren
1/21/2025 15:35	25-0257	0:09:00	Medic 1	Thomas Ridge Road	Patient Treated, Released (AMA)
1/21/2025 19:39	25-0260	0:12:00	Medic 3	CR 272	Transported No Lights/Siren
1/22/2025 14:17	25-0270	0:07:00	Medic 1	W SH 29	Patient Treated, Released (AMA)
1/22/2025 19:22	25-0276	0:11:00	Medic 2	Willow St	Transported No Lights/Siren
1/23/2025 2:29	25-0281	0:07:32	Medic 3	CR 269	Patient Refused Evaluation/Care
1/23/2025 7:18	25-0285	0:12:00	Medic 1	RR 2341	Patient Treated, Released (AMA)
1/23/2025 14:11	25-0287	0:24:49	Medic 1	RR 2341	Transported No Lights/Siren
1/23/2025 18:47	25-0289	0:27:00	Medic 2	Loop 308	Transported No Lights/Siren
1/24/2025 7:00	25-0293	0:16:25	Medic 9	CR 269	No Treatment/Transport Required
1/24/2025 10:00	25-0294	0:07:21	Medic 9	W SH 29	Patient Refused Evaluation/Care
1/24/2025 14:31	25-0295	0:04:00	Medic 3	WESTERN AVE	Transported No Lights/Siren
1/24/2025 18:03	25-0297	0:02:00	Medic 2	W SH 29	Transported No Lights/Siren
1/24/2025 23:15	25-0300	0:03:19	Medic 3	S GRANGE ST	Transported No Lights/Siren
1/25/2025 3:31	25-0303	0:19:00	Medic 1	Navajo Dr	Transported No Lights/Siren
1/25/2025 21:19	25-0313	0:05:00	Medic 3	Robin Ln	Cancelled (No Patient Contact)
1/26/2025 9:33	25-0315	0:01:00	Medic 3	Hopewell Rd	Patient Treated, Released (AMA)
1/26/2025 15:39	25-0319	0:18:00	Medic 4	Apache Dr	Transported No Lights/Siren
1/26/2025 17:52	25-0321	0:08:00	Medic 2	FM 963	Transported No Lights/Siren

Burnet County Response Times Jan. 2025

Burnet FD

1/27/2025 14:55	25-0330	0:24:00	Medic 2	Solar Dr.	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
1/27/2025 23:07	25-0334	0:20:00	Medic 5	Palm St	Transported No Lights/Siren
1/28/2025 1:32	25-0335	0:13:00	Medic 5	Rogerâ€™s Dr	Transported Lights/Siren
1/28/2025 5:28	25-0338	0:01:00	Medic 3	Fm 1174	Transported No Lights/Siren
1/28/2025 7:20	25-0341	0:15:27	Medic 2	FM 963	Transported No Lights/Siren
1/28/2025 9:26	25-0343	0:10:00	Medic 3	CR 252	Transported Lights/Siren
1/28/2025 13:48	25-0344	0:07:06	Medic 2	FM 963	Transported No Lights/Siren
1/28/2025 17:59	25-0347	0:11:00	Medic 2	FM 2340 & FM 963	Transported No Lights/Siren
1/28/2025 20:38	25-0350	0:06:20	Medic 2	2243 & FM 1174	Transported Lights/Siren
1/28/2025 21:20	25-0351	0:13:00	Medic 5	FM 1174 N & FM 243	Patient Refused Evaluation/Care
1/29/2025 8:00	25-0352	0:19:00	Medic 5	Acorn St	Transported No Lights/Siren
1/29/2025 8:07	25-0353	0:19:18	Medic 2	CR 133	Transported No Lights/Siren
1/29/2025 21:38	25-0359	0:13:00	Medic 5	FM 2340	Transported No Lights/Siren
1/30/2025 1:41	25-0363	0:09:00	Medic 3	Samuel Dr	Transported No Lights/Siren
1/30/2025 6:33	25-0366	0:17:04	Medic 2	Lakeway	Transported No Lights/Siren
1/30/2025 7:50	25-0368	0:14:00	Medic 5	CR 118 B	Patient Refused Evaluation/Care
1/30/2025 8:34	25-0370	0:34:00	Medic 2	BUCK HILL CV	Transported Lights/Siren
1/30/2025 9:33	25-0372	0:14:00	Medic 1	Palm St	Transported No Lights/Siren
1/30/2025 12:01	25-0376	0:11:00	Medic 2	CR 330	Patient Refused Evaluation/Care
1/30/2025 13:08	25-0377	0:02:00	Medic 3	W SH 29	Transported No Lights/Siren
1/30/2025 15:27	25-0379	0:01:00	Medic 3	W Vaughan St	Transported No Lights/Siren
1/31/2025 11:14	25-0384	0:19:00	Medic 3	Darwin Rd	Patient Refused Evaluation/Care
1/31/2025 17:53	25-0388	0:15:00	Medic 2	DEER RIDGE ST	Transported No Lights/Siren
1/31/2025 19:00	25-0390	0:13:00	Medic 3	Hopewell Rd	No Treatment/Transport Required
Average Resp. Time	Time	0:13:10			

Burnet County Response Times Feb. 2025

Burnet FD

Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition	Column10	Column11
Column1	Column2	Column3	Column4	Column7	Column8	Column9	Column10
2/1/2025 9:46	25-0393	0:03:00	Medic 3	W Vaughan St	Transported No Lights/Siren		
2/1/2025 13:23	25-0398	0:21:00	Medic 3	S HWY 183	Transported Lights/Siren		
2/1/2025 14:51	25-0399	0:12:00	Medic 2	Stewart St.	Transported No Lights/Siren		
2/1/2025 17:05	25-0402	0:08:00	Medic 2	Live Oak Dr	Transported Lights/Siren		
2/1/2025 17:28	25-0403	0:16:00	Medic 5	Iroquois Dr	Cancelled (No Patient Contact)		
2/1/2025 22:46	25-0407	0:02:00	Medic 3	Lampasas St	Transported No Lights/Siren		
2/2/2025 6:11	25-0410	0:15:00	Medic 3	Cr 213	Patient Treated, Released (AMA)		
2/2/2025 11:07	25-0411	0:21:00	Medic 2	Reserve way	Transported No Lights/Siren		
2/2/2025 11:27	25-0412	0:21:00	Medic 1	CR 205	Transported No Lights/Siren		
2/2/2025 13:35	25-0414	0:07:00	Medic 1	FM 963	Transported No Lights/Siren		
2/2/2025 20:18	25-0420	0:01:00	Medic 4	Brooks Mill Rd	Patient Treated, Released (AMA)		
2/2/2025 20:54	25-0422	0:17:00	Medic 1	South Chaparral	Patient Treated, Released (AMA)		
2/3/2025 10:16	25-0427	0:05:00	Medic 4	CR 269	Patient Refused Evaluation/Care		
2/3/2025 10:44	25-0428	0:07:00	Medic 2	Windy Lane	Patient Refused Evaluation/Care		
2/3/2025 10:51	25-0429	0:01:00	Medic 4	E SH 29	Transported No Lights/Siren		
2/3/2025 11:19	25-0430	0:10:00	Medic 2	W Vaughan St	Transported No Lights/Siren		
2/3/2025 16:08	25-0434	0:07:00	Medic 5	US 281	Patient Refused Evaluation/Care		
2/3/2025 17:58	25-0436	0:05:00	Engine 3	Park Road 4	Patient Refused Evaluation/Care		
2/4/2025 7:37	25-0441	0:16:00	Medic 1	Bronco Dr.	Transported No Lights/Siren		
2/4/2025 13:01	25-0444	0:15:00	Medic 1	GERDES RIDGE RD.	Transported No Lights/Siren		
2/4/2025 14:42	25-0448	0:10:00	Medic 3	County Road 321	Transported No Lights/Siren		
2/4/2025 14:53	25-0456	0:09:00	Medic 2	CR 340	Patient Refused Evaluation/Care		
2/4/2025 16:07	25-0449	0:06:00	Medic 2	CR 322	Patient Treated, Released (AMA)		
2/4/2025 18:37	25-0451	0:11:00	Medic 2	CR 274	Transported No Lights/Siren		
2/4/2025 21:31	25-0452	0:13:00	Medic 2	FM 963	Cancelled (No Patient Contact)		
2/5/2025 9:55	25-0457	0:17:00	Medic 1	RR 2341	Transported No Lights/Siren		
2/5/2025 14:00	25-0458	0:31:00	Medic 2	BUCK HILL CV	Transported No Lights/Siren		
2/5/2025 22:30	25-0460	0:16:00	Medic 1	CR 118	Cancelled (No Patient Contact)		
2/6/2025 5:22	25-0462	0:18:00	Medic 1	CR 108	Transported No Lights/Siren		
2/6/2025 8:56	25-0464	0:15:00	Medic 1	South Chaparral	Patient Refused Evaluation/Care		
2/6/2025 10:25	25-0465	0:07:00	Medic 3	W SH 29	Patient Refused Evaluation/Care		

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Burnet FD

2/6/2025 12:41	25-0467	0:09:00	Medic 2	CR 330	Patient Refused Evaluation/Care
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
2/6/2025 14:25	25-0468	0:21:00	Medic 3	Church	Patient Refused Evaluation/Care
2/6/2025 21:49	25-0471	0:11:00	Medic 1	RR 2341	Cancelled (No Patient Contact)
2/7/2025 2:26	25-0473	0:19:00	Medic 1	CR 118B	Transported No Lights/Siren
2/7/2025 3:25	25-0474	0:04:00	Medic 5	US 281	Cancelled (No Patient Contact)
2/7/2025 10:49	25-0480	0:02:00	Medic 3	Tierra Fuerte Crt	Transported No Lights/Siren
2/8/2025 10:47	25-0494	0:03:00	Medic 3	S Lampasas St	Transported No Lights/Siren
2/8/2025 17:01	25-0496	0:09:00	Medic 1	Thomas Ridge Road	Patient Refused Evaluation/Care
2/8/2025 19:30	25-0498	0:02:00	Medic 3	N West St	Patient Treated, Released (AMA)
2/8/2025 21:08	25-0500	0:18:00	Medic 1	Trails End	Patient Refused Evaluation/Care
2/8/2025 22:40	25-0501	0:10:00	Medic 1	Deer Springs	Transported Lights/Siren
2/8/2025 22:55	25-0502	0:17:00	Medic 3	Cr 208	Transported Lights/Siren
2/9/2025 9:40	25-0504	0:13:00	Medic 1	Oak Ln.	Transported No Lights/Siren
2/10/2025 11:18	25-0518	0:14:32	Medic 3	Broken Bow	Transported Lights/Siren
2/10/2025 21:08	25-0523	0:31:18	Medic 3	CR 208	Transported No Lights/Siren
2/10/2025 21:32	25-0525	0:20:00	Medic 5	CR 118B	No Treatment/Transport Required
2/10/2025 23:08	25-0528	0:16:00	Medic 1	S FM 1174	Patient Treated, Released (AMA)
2/11/2025 10:58	25-0530	0:12:00	Medic 2	Bluebell Lane	Transported No Lights/Siren
2/11/2025 16:07	25-0535	0:06:00	Medic 2	CR 252	Transported No Lights/Siren
2/11/2025 20:13	25-0537	0:09:20	Medic 3	CR 274	Transported No Lights/Siren
2/11/2025 20:43	25-0538	0:15:00	Medic 1	Apache Dr	Transported No Lights/Siren
2/12/2025 13:36	250212-1337	0:04:11	Medic 3	COWBOY LN	Transported No Lights/Siren
2/12/2025 14:10	25-0546	0:12:00	Medic 2	FM 2340	Transported No Lights/Siren
2/13/2025 0:42	25-0552	0:06:00	Medic 3	W SH 29	Transported No Lights/Siren
2/14/2025 1:32	25-0563	0:27:00	Medic 3	US 183	Patient Treated, Released (AMA)
2/14/2025 10:11	25-0568	0:07:00	Medic 1	Sunset Dr	Transported No Lights/Siren
2/14/2025 13:23	25-0570	0:08:00	Medic 3	N FM 1174	Transported No Lights/Siren
2/14/2025 22:32	25-0573	0:04:00	Medic 1	W St HWY 29	Patient Refused Evaluation/Care
2/15/2025 10:16	25-0576	0:04:00	Medic 3	Campo Colinas Dr	Transported No Lights/Siren
2/15/2025 13:59	25-0580	0:12:00	Medic 1	CR 114	Transported No Lights/Siren
2/15/2025 15:32	25-0582	0:04:00	Medic 3	Cowboy Lane	Transported No Lights/Siren
2/16/2025 0:40	25-0587	0:12:00	Medic 3	CR 274	Transported No Lights/Siren

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Burnet FD

2/16/2025 4:29	25-0589	0:27:24	Medic 2	Antler Ln	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
2/16/2025 7:47	25-0590	0:05:00	Medic 3	S FM 1174	Patient Refused Evaluation/Care
2/16/2025 9:29	25-0592	0:21:00	Medic 3	US 183	Transported No Lights/Siren
2/16/2025 13:09	25-0594	0:18:10	Medic 1	CR 138A	Transported No Lights/Siren
2/16/2025 17:35	25-0597	0:21:00	Medic 4	CR 128	Cancelled (No Patient Contact)
2/17/2025 4:13	25-0599	0:28:00	Medic 3	CR 227	Patient Refused Evaluation/Care
2/17/2025 8:04	25-0601	0:13:38	Medic 3	CR 328A	Transported No Lights/Siren
2/17/2025 10:51	25-0604	0:25:10	Medic 3	CR 212A	No Treatment/Transport Required
2/17/2025 13:01	25-0606	0:08:00	Medic 4	E FM 243	Transported No Lights/Siren
2/18/2025 2:50	25-0614	0:21:00	Medic 1	Clen Oak Pkwy	Cancelled (No Patient Contact)
2/18/2025 6:29	25-0615	0:11:00	Medic 1	Hill ST	Transported No Lights/Siren
2/18/2025 18:18	25-0622	0:06:00	Medic 2	3600 US N 281	Transported No Lights/Siren
2/19/2025 0:05	25-0623	0:12:39	Medic 3	CR 274	No Treatment/Transport Required
2/19/2025 6:50	25-0625	0:11:00	Medic 1	Bluebonnet circle	Transported No Lights/Siren
2/19/2025 11:52	25-0630	0:24:00	Medic 3	CR 212 A	Patient Refused Evaluation/Care
2/19/2025 17:47	25-0632	0:08:00	Medic 1	Deer Springs	Patient Refused Evaluation/Care
2/19/2025 18:10	25-0633	0:18:00	Medic 2	CR 205	Transported No Lights/Siren
2/19/2025 20:58	25-0636	0:12:00	Medic 4	Fm 690	Transported No Lights/Siren
2/20/2025 10:51	25-0640	0:16:00	Medic 1	Cr 140	Transported No Lights/Siren
2/20/2025 14:23	25-0644	0:18:00	Medic 3	CR 272	Transported by Law Enforcement
2/20/2025 20:28	25-0653	0:05:00	Medic 4	E Johnson St	Transported No Lights/Siren
2/21/2025 3:16	25-0655	0:10:00	Medic 3	CR 274	Patient Refused Evaluation/Care
2/21/2025 8:30	25-0658	0:08:00	Medic 3	CR 272	Patient Refused Evaluation/Care
2/21/2025 18:17	25-0665	0:20:00	Medic 4	Peninsula Dr	Transported No Lights/Siren
2/21/2025 21:31	25-0667	0:07:00	Medic 3	N FM 1174	Patient Treated, Released (AMA)
2/22/2025 2:00	25-0669	0:23:33	Medic 1	Apache Dr.	Transported No Lights/Siren
2/22/2025 14:10	25-0676	0:11:00	Medic 4	Greenwood Hills Trl.	Transported No Lights/Siren
2/22/2025 21:51	25-0682	0:04:00	Medic 3	W SH 29	Transported No Lights/Siren
2/23/2025 0:09	25-0683	0:19:00	Medic 3	US 183	Transported No Lights/Siren
2/23/2025 1:45	25-0684	0:11:00	Medic 2	E SH 29	Patient Treated, Released (AMA)
2/23/2025 17:43	25-0695	0:17:00	Medic 1	PR 4 W	Transported No Lights/Siren
2/25/2025 9:22	25-0714	0:17:00	Medic 1	Buckboard Trl	Transported No Lights/Siren

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Burnet FD

2/25/2025 11:52	25-0716	0:23:00	Medic 2	W FM 243	Patient Refused Evaluation/Care
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
2/25/2025 12:40	25-0717	0:34:00	Medic 2	FM 936	Transported No Lights/Siren
2/25/2025 12:46	25-0718	0:10:00	Medic 1	Thomas Ridge Road	Transported No Lights/Siren
2/25/2025 13:15	25-0719	0:07:00	Medic 4	W FM 243	Transported No Lights/Siren
2/25/2025 18:46	25-0722	0:07:00	Medic 3	Indian wells	Transported No Lights/Siren
2/25/2025 21:08	25-0723	0:04:00	Medic 3	CR 320	Transported No Lights/Siren
2/26/2025 6:03	25-0726	0:17:00	Medic 2	S HWY 281	Patient Refused Evaluation/Care
2/26/2025 14:29	25-0732	0:15:00	Medic 3	Whippoorwill Ln	Transported No Lights/Siren
2/27/2025 1:38	25-0739	0:06:00	Medic 3	Estrella Ln	Patient Refused Evaluation/Care
2/27/2025 7:59	25-0742	0:20:00	Medic 3	John Deere Rd	Patient Refused Evaluation/Care
2/27/2025 10:25	25-0743	0:10:00	Medic 1	Turkey Lane	Transported No Lights/Siren
2/27/2025 12:04	25-0744	0:12:00	Medic 1	Deer Springs Drive	Transported No Lights/Siren
2/28/2025 4:21	25-0756	0:18:00	Medic 1	Iroquois Dr	Transported No Lights/Siren
2/28/2025 7:43	25-0758	0:05:43	Medic 3	FM 1174	Transported No Lights/Siren
2/28/2025 11:43	25-0762	0:04:00	Medic 3	Vaughan St	Transported No Lights/Siren
2/28/2025 15:28	25-0767	0:16:00	Medic 2	North Chapparral	Transported No Lights/Siren
2/28/2025 17:13	25-0769	0:11:00	Medic 4	PR 4 South	Transported No Lights/Siren
2/28/2025 17:41	25-0770	0:09:00	Medic 2	Deer Springs Dr	Transported No Lights/Siren
2/28/2025 18:15	25-0771	0:29:58	Medic 3	US 183	Transported No Lights/Siren
Average Resp. Time		0:12:49			

Column12

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Burnet FD

Column1	Column2	Column3	Column4	Column7	Column8	Column9	Column10
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition		
3/1/2025 10:19	25-0776	0:09:00	Medic 1	Thomas Ridge Rd	Transported No Lights/Siren		
3/1/2025 11:45	25-0778	0:18:00	Medic 1	CR 114	Transported No Lights/Siren		
3/1/2025 12:21	25-0780	0:14:30	Medic 2	CR 114	Transported No Lights/Siren		
3/1/2025 12:34	25-0781	0:09:00	NEBCFD Com	CR 225	Assist, Agency		
3/1/2025 12:35	25-0781	0:27:00	Medic 3	CR 225	Transported Lights/Siren		
3/1/2025 14:56	25-0784	0:12:00	Medic 1	Greenwood Hill	Transported No Lights/Siren		
3/1/2025 16:15	25-0786	0:16:00	Medic 3	CR 258	Patient Refused Evaluation/Care		
3/2/2025 9:24	25-0789	0:24:12	Medic 2	CR 108	Transported No Lights/Siren		
3/2/2025 15:33	25-0792	0:07:00	BRUSH 2	Williamson Road	Cancelled (No Patient Contact)		
3/2/2025 22:15	25-0793	0:09:00	Medic 1	Park Road 4	Transported No Lights/Siren		
3/3/2025 6:30	25-0794	0:13:00	Medic 3	FM 963	Transported No Lights/Siren		
3/3/2025 8:54	25-0798	0:11:00	Medic 1	Deer Springs Dr	Transported No Lights/Siren		
3/4/2025 7:12	25-0809	0:11:00	Medic 3	Russel Ranch Rd	Transported Lights/Siren		
3/4/2025 9:31	25-0811	0:13:00	Medic 4	Hunter Loop	Patient Treated, Released (AMA)		
3/4/2025 12:47	25-0813	0:11:00	Medic 1	W SH 29	Cancelled (No Patient Contact)		
3/4/2025 13:58	25-0814	0:15:00	Medic 1	CR 139A	No Treatment/Transport		
3/4/2025 22:47	25-0823	0:20:00	Medic 3	South US 183	Transported Lights/Siren		
3/5/2025 11:19	25-0827	0:06:28	Medic 3	Halliburton Ct	Transported No Lights/Siren		
3/5/2025 20:01	25-0831	0:18:00	Medic 1	RR 2341	Transported No Lights/Siren		
3/6/2025 4:19	25-0834	0:04:00	Medic 1	CR 139c	Transported No Lights/Siren		
3/6/2025 8:14	25-0837	0:06:00	Medic 4	FM 3509	Transported No Lights/Siren		
3/6/2025 10:58	25-0839	0:17:00	Medic 2	CR 108	Transported No Lights/Siren		
3/6/2025 14:45	25-0845	0:06:44	Medic 3	West FM 243	Transported No Lights/Siren		
3/7/2025 12:05	25-0853	0:09:58	Medic 3	CR 326	Transported No Lights/Siren		
3/8/2025 0:36	25-0856	0:12:54	Medic 3	CR 330A	Transported No Lights/Siren		
3/8/2025 8:09	25-0858	0:06:00	Medic 3	W SH 29	Cancelled (No Patient Contact)		
3/8/2025 9:44	25-0861	0:11:00	Medic 1	Oak lane	Transported No Lights/Siren		
3/8/2025 16:03	25-0867	0:02:02	Medic 5	CASTLEBERRY CT	Patient Refused Evaluation/Care		
3/8/2025 18:20	25-0868	0:18:00	Medic 1	cr 114	Transported No Lights/Siren		
3/8/2025 23:48	25-0870	0:09:40	Medic 5	CR 304	No Treatment/Transport Required		
3/9/2025 0:40	25-0871	0:21:00	Medic 1	cr 118	Patient Refused Evaluation/Care		

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Burnet FD

3/9/2025 6:49	25-0872	0:13:00	Medic 1	Cr 141	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
3/9/2025 11:27	25-0875	0:03:43	Medic 5	East FM 243	Patient Refused Evaluation/Care
3/9/2025 14:25	25-0879	0:12:00	Medic 1	CR 114	Transported No Lights/Siren
3/9/2025 14:46	25-0880	0:12:00	Medic 5	County Road 304	Transported No Lights/Siren
3/9/2025 18:10	25-0882	0:04:30	Medic 5	Hunter Loop	Transported No Lights/Siren
3/10/2025 14:00	25-0890	0:12:00	Medic 2	10000 W Sh 29	Patient Refused Evaluation/Care
3/10/2025 14:24	25-0891	0:13:00	Medic 1	Greenwood hills	Transported No Lights/Siren
3/10/2025 16:19	25-0892	0:03:00	Medic 4	Mustang Drive	Patient Refused Evaluation/Care
3/10/2025 19:06	25-0895	0:21:00	Medic 1	CR 108	Transported No Lights/Siren
3/11/2025 1:08	25-0899	0:19:00	Medic 1	South Chaparral	Transported No Lights/Siren
3/11/2025 7:41	25-0901	0:26:00	Medic 5	CR 208	Patient Refused Evaluation/Care
3/11/2025 11:34	25-0904	0:22:00	Medic 5	CR 208	Patient Treated, Released (AMA)
3/11/2025 15:00	25-0905	0:10:00	Medic 5	CR 323	Patient Treated, Released (AMA)
3/12/2025 4:19	25-0913	0:04:00	Medic 5	W FM 243	Transported No Lights/Siren
3/12/2025 5:02	25-0914	0:21:00	Medic 2	John Deere Rd	Patient Refused Evaluation/Care
3/12/2025 8:12	25-0915	0:08:00	Medic 1	CR 333	Transported No Lights/Siren
3/12/2025 8:12	25-0915	0:06:00	Medic 2	CR 333	Transported No Lights/Siren
3/12/2025 8:12	25-0915	0:08:00	Medic 1	US HWY 29	Transported No Lights/Siren
3/12/2025 23:15	25-0927	0:08:52	Medic 1	FM 3509	Patient Refused Evaluation/Care
3/13/2025 4:42	25-0930	0:19:00	Medic 3	US 183 and Loop 308	Transported No Lights/Siren
3/13/2025 4:42	25-0930	0:41:00	Medic 2	US HWY 183 & LOOP 308	Transported No Lights/Siren
3/13/2025 16:34	25-0934	0:15:00	Medic 1	Lovers Lane	Transported Lights/Siren
3/13/2025 21:04	25-0936	0:16:00	Medic 1	kingsland ranch road	Transported No Lights/Siren
3/13/2025 21:04	25-0937	0:07:00	Medic 2	Thomas Ridge Rd	Transported No Lights/Siren
3/14/2025 3:34	25-0938	0:27:00	Medic 3	MOON RANCH RD	Transported No Lights/Siren
3/14/2025 10:48	25-0940	0:10:38	Medic 1	N chaparral	Transported No Lights/Siren
3/14/2025 12:33	25-0942	0:04:37	Medic 3	CR 304	Transported No Lights/Siren
3/14/2025 15:17	25-0945	0:08:00	Medic 1	laco ln	Transported No Lights/Siren
3/14/2025 19:53	25-0948	0:12:27	Medic 3	JOHN DEER RD	Transported No Lights/Siren
3/14/2025 21:44	25-0951	0:32:00	Medic 2	US HWY 183	Transported No Lights/Siren
3/15/2025 11:42	25-0953	0:22:00	Medic 1	Greenwood Hills Trl	Transported No Lights/Siren
3/15/2025 20:53	25-0960	0:25:00	Medic 3	Thousand Oaks Trail	Transported No Lights/Siren

Burnet County Response Times March 2025

Burnet FD

3/16/2025 5:17	25-0967	0:13:00	NEBCFD Com FM 2657		No Treatment/Transport Required
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
3/16/2025 9:27	25-0969	0:04:34	Medic 3	W SH 29	Patient Refused Evaluation/Care
3/16/2025 9:39	25-0970	0:20:00	Medic 3	Daniel Drive	Patient Treated, Released (AMA)
3/16/2025 12:52	25-0973	0:08:48	Medic 4	US N 281	Transported No Lights/Siren
3/16/2025 16:05	25-0976	0:05:00	Medic 2	PR 4 W	Patient Refused Evaluation/Care
3/16/2025 16:05	25-0976	0:05:00	Medic 2	Pr 4 W	Assist, Agency
3/16/2025 19:05	25-0979	0:13:00	Medic 2	Cr 141	Transported No Lights/Siren
3/17/2025 4:20	25-0983	0:26:00	Medic 1	Forrest Dr.	Transported No Lights/Siren
3/17/2025 8:16	25-0984	0:13:00	Medic 3	CR 320	Transported No Lights/Siren
3/17/2025 12:37	25-0988	0:07:00	Medic 2	Fox Run	Transported No Lights/Siren
3/17/2025 13:03	25-0990	0:12:00	Medic 4	Casa Grande Dr	Transported No Lights/Siren
3/17/2025 18:06	25-0994	0:09:00	Medic 3	CR 252	Patient Refused Evaluation/Care
3/17/2025 20:23	25-0996	0:20:00	Medic 2	S FM 1174	Patient Refused Evaluation/Care
3/18/2025 0:33	25-0999	0:23:00	Medic 3	FM 2657	Patient Refused Evaluation/Care
3/18/2025 9:55	25-1002	0:12:00	Medic 3	CR 274	Transported No Lights/Siren
3/18/2025 10:34	25-1003	0:19:00	Medic 1	W. SH 29	Transported No Lights/Siren
3/18/2025 13:48	25-1007	0:19:00	Medic 3	US HWY 183	Transported No Lights/Siren
3/18/2025 14:45	25-1008	0:18:00	Medic 6	W SH 29 @ Lehne Rd.	Transported No Lights/Siren
3/18/2025 14:45	25-1008	0:08:00	Medic 2	West SH-29 & Lehne Rd	Transported No Lights/Siren
3/18/2025 22:53	25-1013	0:15:00	Medic 1	Turkey Ln.	Transported No Lights/Siren
3/19/2025 8:21	25-1016	0:08:00	Medic 3	CR 274	Transported Lights/Siren
3/19/2025 18:51	25-1025	0:32:00	Medic 3	Buckhill Cove	Patient Refused Evaluation/Care
3/19/2025 18:55	25-1026	0:05:00	Medic 2	FM 2657	Transported No Lights/Siren
3/20/2025 8:49	25-1029	0:04:00	Medic 3	BROOKS MILL RD	Transported No Lights/Siren
3/20/2025 11:41	25-1032	0:07:00	Medic 2	CR 330	Patient Refused Evaluation/Care
3/20/2025 14:07	25-1035	0:10:00	Medic 1	W SH 29	Transported No Lights/Siren
3/20/2025 20:49	25-1043	0:29:00	Medic 5	Church street	Transported No Lights/Siren
3/20/2025 23:31	25-1046	0:18:00	Medic 3	US Hwy 183	Transported No Lights/Siren
3/21/2025 6:22	25-1051	0:07:00	Medic 2	CR 330	Transported No Lights/Siren
3/21/2025 10:24	25-1054	0:21:00	Medic 5	CR 128	Transported No Lights/Siren
3/21/2025 11:07	25-1055	0:10:00	Medic 3	N Fm 1174	Transported No Lights/Siren
3/21/2025 14:35	25-1057	0:35:00	Medic 5	FM 3509	Transported No Lights/Siren

Burnet County Response Times March 2025

Burnet FD

3/21/2025 15:47	25-1058	0:08:00	Medic 3	W Sh 29	Transported Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
3/21/2025 15:48	25-1058	0:10:00	Medic 2	2400 BLK 29	Transported Lights/Siren
3/21/2025 16:27	25-1058	0:12:00	Medic 4	2400 West SH 29	Patient Refused Evaluation/Care
3/22/2025 11:29	25-1063	0:10:00	Medic 5	W SH 29	Transported No Lights/Siren
3/22/2025 12:40	25-1066	0:11:00	Medic 4	CR 330	Patient Refused Evaluation/Care
3/22/2025 17:07	25-1070	0:15:00	Medic 2	Boyd Ln	Transported No Lights/Siren
3/22/2025 19:00	25-1072	0:10:00	Medic 5	Pr 4 S	Patient Refused Evaluation/Care
3/22/2025 22:45	25-1077	0:12:00	Medic 2	Blubelle Ln	Transported No Lights/Siren
3/22/2025 23:22	25-1078	0:10:00	Medic 3	CR 252	Transported No Lights/Siren
3/23/2025 1:21	25-1079	0:14:00	Medic 3	church st	Transported No Lights/Siren
3/23/2025 8:17	25-1081	0:18:00	Medic 3	East SH-29	Transported No Lights/Siren
3/23/2025 10:29	25-1084	0:11:00	Medic 4	Turkey Ln	Patient Refused Evaluation/Care
3/23/2025 10:38	25-1085	0:07:00	Medic 2	Oaks Road	Transported No Lights/Siren
3/23/2025 10:55	25-1087	0:09:00	Medic 3	Corner Dr	Transported No Lights/Siren, Upgraded
3/23/2025 13:22	25-1088	0:15:00	Medic 5	FM 690	Transported No Lights/Siren
3/23/2025 22:16	25-1091	0:16:58	Medic 5	CR 146	Transported No Lights/Siren
3/24/2025 0:01	25-1092	0:19:00	Medic 2	Trails End	Patient Treated, Released (AMA)
3/24/2025 0:08	25-1093	0:32:00	Medic 3	US 183	Transported No Lights/Siren
3/24/2025 8:39	25-1095	0:27:24	Medic 3	CR 229	Transported No Lights/Siren
3/24/2025 12:19	25-1096	0:11:00	Medic 1	SUS 281	Transported No Lights/Siren
3/24/2025 16:40	25-1098	0:10:00	Medic 1	Turkey Lane	Transported No Lights/Siren
3/25/2025 2:08	25-1100	0:16:00	Medic 3	CR 274	Transported No Lights/Siren
3/25/2025 9:04	25-1102	0:03:00	Medic 3	W State Hwy 29	Patient Refused Evaluation/Care
3/25/2025 18:28	25-1110	0:18:00	Medic 3	CR 210	Patient Refused Evaluation/Care
3/25/2025 20:27	25-1111	0:13:46	Medic 1	W SH 29	Transported No Lights/Siren
3/26/2025 7:37	25-1116	0:07:00	Medic 2	CR 330	Patient Refused Evaluation/Care
3/26/2025 15:21	25-1123	0:04:00	Medic 3	W SH 29	Transported No Lights/Siren
3/26/2025 16:58	25-1125	0:06:00	Medic 2	Laco Ln	Transported No Lights/Siren
3/26/2025 20:09	25-1127	0:16:08	Medic 1	CR 134	Patient Refused Evaluation/Care
3/26/2025 20:15	25-1129	0:19:00	Medic 3	US 183	Transported No Lights/Siren
3/27/2025 12:02	25-1135	0:09:00	Medic 4	West SH 29	Patient Refused Evaluation/Care
3/27/2025 14:16	25-1138	0:26:00	Medic 2	FM 1478	Transported Lights/Siren

Burnet County Response Times March 2025

Burnet FD

3/27/2025 17:27	25-1140	0:16:00	Medic 2	Iroquois Dr	Transported No Lights/Siren
Date/Time	Incident #	Resp. Time	Unit	Scene Address	Disposition
3/27/2025 20:03	25-1142	0:09:00	Medic 1	Casa Grande	Transported No Lights/Siren
3/28/2025 5:55	25-1146	0:21:00	Medic 1	CR 118B	Patient Refused Evaluation/Care
3/28/2025 12:24	25-1148	0:00:50	Medic 3	West Cedar St	Transported Lights/Siren
3/28/2025 17:16	25-1153	0:09:00	Medic 3	CR 252	Transported No Lights/Siren
3/28/2025 19:32	25-1155	0:17:00	Medic 1	RR 2341	Transported No Lights/Siren
3/28/2025 20:25	25-1157	0:17:00	Medic 2	PR 4 W	Patient Refused Evaluation/Care
3/28/2025 22:28	25-1159	0:15:00	Medic 4	Iroquois Dr	Transported No Lights/Siren
3/28/2025 23:31	25-1160	0:00:30	Medic 3	S Hwy 183	Transported Lights/Siren
3/29/2025 0:51	25-1162	0:14:00	Medic 2	CR 320	Transported No Lights/Siren
3/29/2025 14:09	25-1166	0:15:00	Medic 1	PALM ST.	Transported No Lights/Siren
3/30/2025 4:40	25-1171	0:26:00	Medic 3	CR 225	Transported No Lights/Siren
3/30/2025 10:26	25-1173	0:03:00	Medic 3	Hopewell Rd	Transported No Lights/Siren
3/30/2025 15:38	25-1180	0:11:00	Medic 3	CR 326	Transported No Lights/Siren
3/30/2025 17:59	25-1181	0:03:00	Medic 2	NWater St	Patient Refused Evaluation/Care
3/30/2025 18:41	25-1182	0:19:00	Medic 3	FM 2657	Transported No Lights/Siren
3/30/2025 19:14	25-1183	0:00:50	Medic 2	S East	Patient Treated, Released (AMA)
3/31/2025 10:51	25-1190	0:00:00	Medic 4	Hopewell	Patient Refused Evaluation/Care
3/31/2025 16:38	25-1194	0:19:00	Medic 3	Junction Cir	Transported No Lights/Siren
Average Resp. Time	Time	0:13:23			

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

26.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action regarding contracts, agreements or grants to be approved and/or ratified: (Wilson)

- a. Facility rental agreement with the City of Burnet for employee picnic - no fees associated with rental
 - b. Approval to apply and sign the resolution for the FY 26 Motor Vehicles Crime Prevention Authority (MVCPA) grant for the Heart of Texas Auto Theft Task Force
 - c. Contract agreement between D.I.J. Construction, Inc. and Burnet County for approximately 1300 feet of striping on County Road 422, in an amount not to exceed \$1600.00
 - d. Independent Contract agreement driver for Veterans Transportation between Burnet County and Peter Bird
 - e. Contract for subscription with At-Scene, LLC for iCrime Software and for iCrimeFighter cold storage for Burnet County District Attorney's Office
 - f. Contract for subscription with At-Scene, LLC for iCrime Software and for iCrimeFighter cold storage for Burnet County Office
-

Attachments

Facility rental agreement
MVCPA grant
DIJ Construction
DIJ Exh A
DIJ Exh B
Vetride
iCrime DA's office
iCrime Cty Atty office



FACILITY RENTAL APPLICATION AND AGREEMENT

Facility requested: (please check which facility)

Burnet Community Center ☒ Wallace Riddell Park Pavilion ☐ Hamilton Creek Park Pavilion ☐
Rain Backup
Randy Longoria Park Pavilion ☐ Haley Nelson Park Amphitheatre ☒

Date of Rental: 5-2-2025

Name of Group or individual Renting Facility:

Address:

Phone Number:

Email Address:

Description of Function: Burnet County Employee Picnic

Will Alcohol be present? ☐ Yes ☒ No

The City of Burnet Police Department requires Patrol Officer presence when alcohol is on the premise (see attached form from the Burnet Police Department). Contact the City of Burnet Police Department for detailed information regarding your event at 512-756-6404. The event will be shut down if required security is not present.

For after hours maintenance issues during your event please contact Parks Department Superintendent, Matt Field , at 737-788-6839.

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

Signature (Responsible Person)

Date



**Motor Vehicle Crime Prevention Authority
2026 Burnet County Resolution
Taskforce Grant Program**

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and the Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud- related motor vehicle crime; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the funds, Burnet County assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that the Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge as the Authorized Official to apply for, accept, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Capt. Howard Stinehour, is designated as the Program Director, and Jana Teague, Grant Manager is designated as the Financial Officer for this grant.

Adopted and Approved this 8th day of April, 2025

Bryan Wilson, County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

CONTRACT BETWEEN

D.I.J. CONSTRUCTION, INC. AND BURNET COUNTY, TEXAS

This Contract is executed by and between D.I.J. Construction, Inc. and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

Contract # **BC - 2501**

It is AGREED and UNDERSTOOD that this Contract is for striping on County Rd 422.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per attached Exhibit A: Quote dated 3-6-25.

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 **April 08, 2025** 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 prorated 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 \$1600.00 for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

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

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

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

Bonds

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

Warranty

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

SPECIAL CONDITIONS

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

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

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

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

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

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

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS,

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

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

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the COUNTY shall inspect the work and within said time, prepare and send a list of deficiencies. If there are no deficiencies found then COUNTY will process the final payment.

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

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

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

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

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

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

BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall at his own cost and expense furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other

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

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

SAFETY.

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

D.I.J. Construction, Inc.

Date

Date

EXHIBIT A

March 6, 2025

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

Work to be performed prior to September 30, 2025.

CR 422: +/-1300 linear feet

Project scope: Continuous double yellow thermoplastic striping and yellow reflective centerline markers and one stop bar.

Quantities:

+/- 1,300 LF of double yellow striping at \$1.00/LF = \$1,300.00

Yellow Reflective markers (RPM) every 40' = 30 markers @ \$5.00 each = \$150.00

One – 24" x 12' white stop bar = \$136.80

Total for CR 422 approximately = \$1,586.80

TOTAL WORK ORDER NTE = \$1,600 out of 4920 "Contract Labor"

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

**EXHIBIT B
STANDARD PURCHASE TERMS AND CONDITIONS
DEPARTMENT OF PURCHASING
BURNET COUNTY, TEXAS**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED** - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE & RISK OF LOSS** - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually accepts the goods at the point or points of delivery.

4. **FOB POINT** - Delivery of all products under this contract shall be made Free On Board to final destination, at the address shown in this contract or as indicated on each Delivery Order placed against this contract. The title and risk of loss of the goods shall not pass to Burnet County until receipt and acceptance takes place at the F.O.B. point.

5. **NO REPLACEMENT OF DEFECTIVE TENDER** - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY** - The place of delivery shall be that set forth in the block of the purchase order release entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES AND PAYMENTS

- a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Burnet County Auditor's Office, 133 E. Jackson St, Burnet, Texas 77806. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditor's Office advised of any changes in your remittance addresses.
- b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
- c. Do not include Federal Excise, State, County, or City Sales Tax. The County shall furnish tax exemption certificate upon request.

8. **GRATUITIES** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS & TEST EQUIPMENT** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE

- a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **PRODUCT WARRANTIES** - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** - Seller warrants that all applicable patents and Copyrights which may exist on items bid upon have been adhered to and further warrants that Burnet County shall not be liable for any infringement of those rights. Seller agrees to defend Burnet County in any legal cause of action resulting from any violations to existing patents, licenses, or copyrights applicable to items sold hereunder.

14. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if Seller

becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION** - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE** - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

18. **ASSIGNMENT DELEGATION** - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVERS** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **MODIFICATIONS** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. **INTERPRETATION PAROL EVIDENCE** - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. **APPLICABLE LAW** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. **ADVERTISING** - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. **RIGHT TO ASSURANCE** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE** - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County, Texas.

26. **INSURANCE** - Construction and professional service providers shall purchase and maintain the following insurance the entire term of the contract. 1. Worker's Compensation in accordance with statutory requirements. 2. Commercial General Liability Insurance with a combined minimum of \$1,000,000 per occurrence. 3. Automobile Liability Insurance, covering owned, hired and non-owned vehicles with combined minimum limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.

27. POTENTIAL CONFLICTS OF INTEREST - An outside consultant or contractor is prohibited from submitting a bid for services on a Burnet County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliated, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Burnet County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250.00 given to any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Burnet County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

28. By accepting this Purchase Order, the seller verifies that it does not boycott Israel and will not boycott Israel during the term of the contract with Burnet County.

INDEPENDENT CONTRACTOR AGREEMENT

Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective April 8, 20,
by and between BURNET COUNTY and Peter Bird (the "Contractor").

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

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

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

Driver – Veterans' Transportation:

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

4. Term/Termination. The term of this contract begins April 8, 2025 and ends _____ . This contract shall automatically renew at its hourly specified costs at the end of this contract term unless either party chooses to terminate a renewal upon providing written notice to the other party at the time the contract ends. Both parties may terminate this contract for any reason by providing two weeks' written notice to the other party. Either party may terminate this Agreement at any time with or without cause. BURNET COUNTY will pay Contractor for all work completed prior to termination.

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

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

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

BURNET COUNTY

By: _____ DATE

Printed Name: Bryan Wilson

Its: _____ County Judge

CONTRACTOR:

Peter Bird 3/24/25
DATE

Printed Name: Peter Bird

Independent Contractor



At-Scene, LLC.

iCrimeFighter Quote
Burnet County District
Attorney Cold Storage

Date
3/17/2025

Subscription to iCrimeFighter

ANNUAL BILLING: **Cold Case Storage**

4TB of iCrimeFighter cold storage @ \$250 per TB for a total of \$1,000 annually

*Rate would be for non-active or cold case storage

APPROPRIATION: Agreement is subject to appropriation by the Burnet County Commissioners Court during it's yearly budgeting. Should appropriation fail to fund the upcoming budget year for this contract, Burnet County shall, with at least 30 days notice, end this agreement on the final day of September of the current budget year.

DIVIDED CASES: In the event a felony level and misdemeanor level offense arise out of the same incident, two separate sub case numbers shall be created within the file so the appropriate level criminal case can be forwarded solely to the prosecutor office and such situations shall be considered to be one case file for billing purposes.

Authorized signer:

Signature

Date



At-Scene, LLC

Order Form:

Burnet County District Attorney. TX COLD STORAGE

3/17/2025

At-Scene LLC ("AT") supports various mobile applications that allow users to collect, record and share certain information related to crime scenes and investigations (these applications, as further described below, shall be referred to as the "Application(s)"). This order form shall describe the terms pursuant to which the client named below (the "Client") has agreed to license the Applications from AT.

CLIENT: Burnet County District Attorney. TX

Contact Info:

Client Mailing Address:

Client Contact Telephone Number:

Client Contact Email Address:

THE INITIAL TERM OF THE AGREEMENT SHALL BE: (3) Years starting on the date of this signed Order Form; with annual renewals as set forth below.

APPLICATION(S) TO BE LICENSED BY CLIENT: iCrimeFighter Enterprise.

DESCRIPTION OF APPLICATION(S):

iCrimeFighter Enterprise: A mobile and web-based evidence gathering application that replaces a video camera, digital camera, audio recorder, and field notebook. iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible.

LICENSE FEE and PAYMENTS

Client agrees to purchase 4TB of iCrimeFighter cold storage @ \$250 per TB for a total of \$1,000 annually (plus applicable sales tax)). AT will invoice the client for the license fee on the date of this order form, payable (30) days from the date of this order form. The license from iCrimeFighter Enterprise includes all product enhancements and feature updates to iCrimeFighter made during the above term. The license fee includes secure cloud storage and support.

* There will be a 5% increase added to yearly billings.

DATA and SECURITY:

All data uploaded by the (user) to iCrimeFighter Enterprise is the property of the (user).

In the event that Burnet County discontinues use of the Product or terminates the Agreement for any reason, iCrime agrees to make all Burnet County data available for download in a commonly used, machine-readable format within thirty (30) days of termination. The data shall include, but not be limited to, all records, documents, media, configurations, and user-generated content associated with the

Burnet County's account. iCrime shall not charge any additional fees for providing access to this data, unless otherwise specified in this Agreement

iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible. iCrimeFighter is hosted on AWS GovCloud and meets all required CJIS and FIPS requirements.

AT will use its best efforts to keep the iCrimeFighter Enterprise web application compliant with all CJIS and FIPS requirements and changes.

RENEWAL: This agreement shall automatically be renewed for successive 3-year terms if either party fails to provide notice of their decisions not to extend the term at least thirty days prior to the end of the then current term.

APPLICATION LICENSE AGREEMENT: Client's use of iCrimeFighter Enterprise is subject to the terms and conditions of AT's "At-Scene Application License Agreement" (the "App Terms"; <https://cloud.icrimefighter.com/legal/licenseagreement>). It will be the responsibility of the Client to ensure that their users strictly comply with the App Terms. If Client downloads or uses iCrimeFighter Enterprise, they agree to the App Terms.

APPROPRIATION: Agreement is subject to appropriation by the Burnet County Commissioners Court during its yearly budgeting. Should appropriation fail to fund the upcoming budget year for this contract, Burnet County shall, with at least 30 days notice, end this agreement on the final day of September of the current budget year.

DIVIDED CASES: In the event a felony level and misdemeanor level offense arise out of the same incident, two separate sub case numbers shall be created within the file so the appropriate level criminal case can be forwarded solely to the prosecutor office and such situations shall be considered to be one case file for billing purposes.

PRODUCT SUPPORT: Tech support information:

Please email support@icrimefighter.com

Please email the following information:

Account name:

Contact person's name and telephone number.

The problem you are having with equipment or service requests.

8:00 am to 5:00 pm (CT) Service Call Procedure (7 days a week, and Federal holidays)

Call our office at 1-800-304-7501

Authorized signer:

Signature

Date



At-Scene, LLC.

iCrimeFighter Quote

Burnet District

Attorney's Office, TX

Date

3/28/2025

Subscription to iCrimeFighter

ANNUAL BILLING:

ROCIC DISCOUNTED PLATINUM PACKAGE(1,500 cases @\$14ea)

TOTAL: \$21,000

OFF BUDGET CYCLE DISCOUNT 30% OFF 1,500 yearly cases.

PLATINUM PACKAGE(1,500 cases @\$14ea with 30% discount.

TOTAL: \$14,700

Any additional yearly cases used over the original quoted 1,500 will be billed @\$14ea. Any unused cases would be credited to the account for future use. This 30% off quote is valid for 60 days Tuesday, May 27th.

Any additional cases used over the original quote will be billed @\$14ea. Any unused cases would be credited to the account for future use.

APPROPRIATION: Agreement is subject to appropriation by the Burnet County Commissioners Court during it's yearly budgeting. Should appropriation fail to fund the upcoming budget year for this contract, Burnet County shall, with at least 30 days notice, end this agreement on the final day of September of the current budget year.

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Authorized signer:

Signature



At-Scene, LLC Order Form

Burnet County District Attorney, TX

Date: 3/28/25

At-Scene LLC ("AT") supports various mobile applications that allow users to collect, record and share certain information related to crime scenes and investigations (these applications, as further described below, shall be referred to as the "Application(s)"). This order form shall describe the terms pursuant to which the client named below (the "Client") has agreed to license the Applications from AT.

NAME OF CLIENT: Burnet County District Attorney, TX

Client Mailing Address: 220 S Pierce St # 1, Burnet, TX 78611

Client Contact Telephone Number:

Client Contact Email Address:

THE INITIAL TERM OF THE AGREEMENT SHALL BE: Three (3) years starting on the date of this Order Form; with annual renewals as set forth below.

APPLICATION(S) TO BE LICENSED BY CLIENT: iCrimeFighter Enterprise.

DESCRIPTION OF APPLICATION(S):

iCrimeFighter Enterprise: A mobile and web-based evidence gathering application that replaces a video camera, digital camera, audio recorder, and field notebook. iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible.

LICENSE FEE and PAYMENTS

Client agrees to purchase a user license with the annual licensing fee for 1,500 Platinum cases at ROCIC discounted rate of \$14ea and an additional 30% off budget yearly discount for a total of \$14,700 (plus any applicable sales tax) for the above 3-year term (the "License Fee"). Any additional cases after 1,500 will be charged at \$14/case. Any unused cases will be credited to your account for the following year. AT will invoice the client for the license fee on the date of this order form, payable (30) days from the date of this order form. The license from iCrimeFighter Enterprise includes all product enhancements and feature updates to iCrimeFighter made during the above term. The license fee includes secure cloud storage and support.

* There will be a 3% increase added to yearly billings.

DATA and SECURITY:

All data uploaded by the Client to iCrimeFighter Enterprise is the property of the Client.

iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible.

iCrimeFighter is hosted on AWS GovCloud and meets all required CJIS, FIPS, and SOC2 requirements.

In the event that Burnet County discontinues use of the Product or terminates the Agreement for any reason, iCrime agrees to make all Burnet County data available for download in a commonly used, machine-readable format within thirty (30) days of termination. The data shall include, but not be limited to, all records, documents, media, configurations, and user-generated content associated with the Burnet County's account. iCrime shall not charge any additional fees for providing access to this data, unless otherwise specified in this Agreement

AT will use its best efforts to keep the iCrimeFighter Enterprise web application compliant with all CJIS, FIPS, and SOC2 requirements and changes.

RENEWAL: This agreement shall automatically be renewed for successive 3-year terms if either party fails to provide notice of their decisions not to extend the term at least thirty (30) days prior to the end of the then current term.

APPLICATION LICENSE AGREEMENT: Client's use of iCrimeFighter Enterprise is subject to the terms and conditions of AT's "At-Scene Application License Agreement" (the "App Terms"; <https://cloud.icrimefighter.com/legal/licenseagreement>). It will be the responsibility of the Client to ensure that their users strictly comply with the App Terms. If Client downloads or uses iCrimeFighter Enterprise, they agree to the App Terms.

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PRODUCT SUPPORT:

Tech support information:

Please email support@icrimefighter.com

Please email the following information:

- Account name
- Contact person's name and telephone number
- The problem you are having with equipment or service requests

8:00 am to 5:00 pm (CT) Service Call Procedure (7 days a week, and Federal holidays)

Call our office at 1-800-304-7501

Authorized signer:

Signature

Date



At-Scene, LLC.

iCrimeFighter Quote
Burnet County
Attorney's Office, TX

Date
3/28/2025

Subscription to iCrimeFighter

ANNUAL BILLING:

ROCIC DISCOUNTED PLATINUM PACKAGE(1,100 cases @\$14ea)

TOTAL: \$15,400

OFF BUDGET CYCLE DISCOUNT 30% OFF 1,600 yearly cases.

PLATINUM PACKAGE(1,100 cases @\$14ea with 30% discount.

TOTAL: \$10,780

Any additional yearly cases used over the original quoted 1,100 will be billed @\$14ea. Any unused cases would be credited to the account for future use. This 30% off quote is valid for 60 days Tuesday, May 27th.

APPROPRIATION: Agreement is subject to appropriation by the Burnet County Commissioners Court during it's yearly budgeting. Should appropriation fail to fund the upcoming budget year for this contract, Burnet County shall, with at least 30 days notice, end this agreement on the final day of September of the current budget year.

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Authorized signer:

Signature

Date



At-Scene, LLC Order Form

Burnet County Attorney, TX

Date: 3/28/25

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Client Mailing Address: 220 S Pierce St # 1, Burnet, TX 78611

Client Contact Telephone Number:

Client Contact Email Address:

THE INITIAL TERM OF THE AGREEMENT SHALL BE: Three (3) years starting on the date of this Order Form; with annual renewals as set forth below.

APPLICATION(S) TO BE LICENSED BY CLIENT: iCrimeFighter Enterprise.

DESCRIPTION OF APPLICATION(S):

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LICENSE FEE and PAYMENTS

Client agrees to purchase a user license with the annual licensing fee for 1,100 Platinum cases at ROCIC discounted rate of \$14ea and an additional 30% off budget yearly discount for a total of **\$10,780** (plus any applicable sales tax) for the above 3-year term (the "License Fee"). Any additional cases after 1,100 will be charged at \$14/case. Any unused cases will be credited to your account for the following year. AT will invoice the client for the license fee on the date of this order form, payable (30) days from the date of this order form. The license from iCrimeFighter Enterprise includes all product enhancements and feature updates to iCrimeFighter made during the above term. The license fee includes secure cloud storage and support.

* There will be a 3% increase added to yearly billings.

DATA and SECURITY:

All data uploaded by the Client to iCrimeFighter Enterprise is the property of the Client.

iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible.

iCrimeFighter is hosted on AWS GovCloud and meets all required CJIS, FIPS, and SOC2 requirements.

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AT will use its best efforts to keep the iCrimeFighter Enterprise web application compliant with all CJIS, FIPS, and SOC2 requirements and changes.

RENEWAL: This agreement shall automatically be renewed for successive 3-year terms if either party fails to provide notice of their decisions not to extend the term at least thirty (30) days prior to the end of the then current term.

APPLICATION LICENSE AGREEMENT: Client's use of iCrimeFighter Enterprise is subject to the terms and conditions of AT's "At-Scene Application License Agreement" (the "App Terms"; <https://cloud.icrimefighter.com/legal/licenseagreement>). It will be the responsibility of the Client to ensure that their users strictly comply with the App Terms. If Client downloads or uses iCrimeFighter Enterprise, they agree to the App Terms.

APPROPRIATION: Agreement is subject to appropriation by the Burnet County Commissioners Court during its yearly budgeting. Should appropriation fail to fund the upcoming budget year for this contract, Burnet County shall, with at least 30 days notice, end this agreement on the final day of September of the current budget year.

DIVIDED CASES: In the event a felony level and misdemeanor level offense arise out of the same incident, two separate sub case numbers shall be created within the file so the appropriate level criminal case can be forwarded solely to the prosecutor office and such situations shall be considered to be one case file for billing purposes.

PRODUCT SUPPORT:**Tech support information:**

Please email support@icrimefighter.com

Please email the following information:

- Account name
- Contact person's name and telephone number
- The problem you are having with equipment or service requests

8:00 am to 5:00 pm (CT) Service Call Procedure (7 days a week, and Federal holidays)

Call our office at 1-800-304-7501

Authorized signer:

Signature

Date



At-Scene, LLC.

iCrimeFighter Quote
Burnet County Attorney
Cold Storage

Date
3/17/2025

Subscription to iCrimeFighter

ANNUAL BILLING: **Cold Case Storage**

4TB of iCrimeFighter cold storage @ \$250 per TB for a total of \$1,000 annually

*Rate would be for non-active or cold case storage

APPROPRIATION: Agreement is subject to appropriation by the Burnet County Commissioners Court during it's yearly budgeting. Should appropriation fail to fund the upcoming budget year for this contract, Burnet County shall, with at least 30 days notice, end this agreement on the final day of September of the current budget year.

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Authorized signer:

Signature

Date



At-Scene, LLC

Order Form:

Burnet County Attorney. TX COLD STORAGE

3/17/2025

At-Scene LLC ("AT") supports various mobile applications that allow users to collect, record and share certain information related to crime scenes and investigations (these applications, as further described below, shall be referred to as the "Application(s)"). This order form shall describe the terms pursuant to which the client named below (the "Client") has agreed to license the Applications from AT.

CLIENT: Burnet County Attorney. TX

Contact Info:

Client Mailing Address:

Client Contact Telephone Number:

Client Contact Email Address:

THE INITIAL TERM OF THE AGREEMENT SHALL BE: (3) Years starting on the date of this signed Order Form; with annual renewals as set forth below.

APPLICATION(S) TO BE LICENSED BY CLIENT: iCrimeFighter Enterprise.

DESCRIPTION OF APPLICATION(S):

iCrimeFighter Enterprise: A mobile and web-based evidence gathering application that replaces a video camera, digital camera, audio recorder, and field notebook. iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible.

LICENSE FEE and PAYMENTS

Client agrees to purchase 4TB of iCrimeFighter cold storage @ \$250 per TB for a total of \$1,000 annually (plus applicable sales tax)). AT will invoice the client for the license fee on the date of this order form, payable (30) days from the date of this order form. The license from iCrimeFighter Enterprise includes all product enhancements and feature updates to iCrimeFighter made during the above term. The license fee includes secure cloud storage and support.

* There will be a 5% increase added to yearly billings.

DATA and SECURITY:

All data uploaded by the (user) to iCrimeFighter Enterprise is the property of the (user).

In the event that Burnet County discontinues use of the Product or terminates the Agreement for any reason, iCrime agrees to make all Burnet County data available for download in a commonly used,

machine-readable format within thirty (30) days of termination. The data shall include, but not be limited to, all records, documents, media, configurations, and user-generated content associated with the Burnet County's account. iCrime shall not charge any additional fees for providing access to this data, unless otherwise specified in this Agreement.

iCrimeFighter Enterprise securely stores all evidence data in a secure cloud that is web accessible. iCrimeFighter is hosted on AWS GovCloud and meets all required CJIS and FIPS requirements.

AT will use its best efforts to keep the iCrimeFighter Enterprise web application compliant with all CJIS and FIPS requirements and changes.

RENEWAL: This agreement shall automatically be renewed for successive 3-year terms if either party fails to provide notice of their decisions not to extend the term at least thirty days prior to the end of the then current term.

APPLICATION LICENSE AGREEMENT: Client's use of iCrimeFighter Enterprise is subject to the terms and conditions of AT's "At-Scene Application License Agreement" (the "App Terms"; <https://cloud.icrimefighter.com/legal/licenseagreement>). It will be the responsibility of the Client to ensure that their users strictly comply with the App Terms. If Client downloads or uses iCrimeFighter Enterprise, they agree to the App Terms.

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Authorized signer:

Signature

Date

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

27.

Meeting Date: 04/08/2025

Subject

Discuss, consider and take appropriate action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:

- a. Award re-bid 25-6100-04 for Cold Mix
 - b. Award re-bid 25-6100-05 for Black Base
-

Attachments

Cold mix
black base/asphalt

TABULATION

**25-6100-04 RE-BID TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT
CONCRETE PAVEMENT (MATERIAL ONLY) TYPE D; ASPHALT AC 0.6;
AGGREGATE SAC-B**

APRIL 02, 2025 – 2:00 PM

Vendor	Product
Asphalt Inc., LLC dba Lonestar Paving Company	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type D ; asphalt shall be AC 0.6; and aggregate shall be SAC-B
Brauntex Materials Inc.	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type D ; asphalt shall be AC 0.6; and aggregate shall be SAC-B
Texas Materials Group	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type D ; asphalt shall be AC 0.6; and aggregate shall be SAC-B

TABULATION

**25-6100-05 RE-BID TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT
CONCRETE PAVEMENT (MATERIAL ONLY) TYPE B; ASPHALT AC 0.6;
AGGREGATE SAC-B**

APRIL 02, 2025 – 2:30 PM

Vendor	Product
Brauntex Materials Inc.	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type B ; asphalt shall be AC 0.6; and aggregate shall be SAC-B
Texas Materials Group	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type B ; asphalt shall be AC 0.6; and aggregate shall be SAC-B
Asphalt Inc., LLC dba Lonestar Paving Company	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type B ; asphalt shall be AC 0.6; and aggregate shall be SAC-B