



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 22, 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. Acknowledgment of appointment of interim auditor and interim purchasing agent (Wilson)
5. Presentation of a Proclamation recognizing April as National County Government Month. (Wilson)
6. Discuss, consider and take appropriate action authorizing Burnet County Precinct 4 to operate county equipment on the property owned by the Marble Falls Rodeo Association, a non-profit organization, for the purposes of arena preparation to benefit of all citizens of Burnet County and therefore serving a public purpose. (Dockery)
7. Discuss, consider, and take appropriate action to approve and sign the resolutions changing four (4) FY25 grants and six (6) FY26 grant applications for the Office of the Governor to Judge Bryan Wilson for authorized Official and County Auditor or designer for financial officer (Wilson)

Attachments
Resolutions

8. Discuss, consider, and take appropriate action regarding the approval to hire Mia Benge as the Family Community Health Agent in cooperation with Texas A&M AgriLife Extension, according to the Tx. A&M AgriLife Extension Service Rules 1.2 General Rules and Responsibilities (Wilson)

9. Discuss, consider, and take appropriate action regarding a new Information Technology (IT) Director position and the modification of the payscale adding a Step 73 (Wilson)

Attachments
group 73

10. Discuss, consider, and take appropriate action regarding the appointment of County Judge Bryan Wilson to the Capital Area Regional Transportation Planning Organization (CARTPO) (Wilson)
11. Discuss, consider, and take appropriate action for a request for a variance from the Burnet County Subdivision Regulation by Marvin and Judy Bloomquist for a 4.986 acre tract out of a 267.98 acre tract (Luther)

Attachments
bloomquist variance

12. Discuss, consider, and take appropriate action in consideration of a request for a replat of lots MCW 2 and MCW 3, Wolf Creek Ranch, to be known as lots MCW 2A and MCW 3A, Wolf Creek Ranch, moving a lot line.(Luther)

Attachments
Wolf Creek

13. Discuss, consider, and take appropriate action in consideration of a request for a replat of lots 26 and 27, Shady Creek Ranches, to be known as lot 26A, Shady Creek Ranches, a combination of 2 lots into 1. (Dockery)

Attachments
Shady Creek Ranch

14. Discuss, consider, and take appropriate action in consideration of a request for a replant of lots 1 and 2-A, Barton Creek Lakeside, Phase 3, Section 6, to be known as lot 1-A Barton Creek Lakeside, Phase 3, Section 6, a combination of 2 lots into 1. (Dockery)

Attachments
Barton Creek

15. Discuss, consider, and take appropriate action in consideration of a request for a replat of Lots 100,101,102,202,203,204 and 205, Sherwood Shores III-A, to be known as lot 204A, Sherwood Shores III-A, a combination of 7 lots into1. (Luther)

Attachments
Sherwood Shores

16. Discuss consider and take appropriate action concerning previous acknowledgment of the regular scheduled commissioners court action taken on June 11, 2024, regarding the replat of lot 5, Thunderbird Square, Phase 1, to be known as Thunderbird Square phase 2 to consist of eight (8) hangers, one (1) pilot's lounge and one (1) storage area due to a lost document. (Dockery)

Attachments
Thunderbird square

17. Discuss, consider and take appropriate action regarding budget inner departmental line item transfers (Wilson)

Attachments

Line item transfer

Line item transfers

line item transfers

18. Discuss, consider, and take appropriate action for the authorization of payment of claims previously approved by the County Auditor/Interim Auditor (Wilson)
19. Discuss, consider, and take appropriate action regarding FY25 Budget Amendments (Wilson)
20. Discuss, consider, and take appropriate action regarding Departmental asset transfers (Wilson)
21. Discuss, consider, and take appropriate action regarding Department Updates: (Wilson)
22. Acknowledgment of Receipt: (Wilson)
 - a. MIS Monthly Summary
 - b. Notification of TCEQ water rights for Thomas Ranch Limestone Gulch
 - c. Notice/invitation from Rubicon Development regarding a condominium development in Cottonwood Shores

Attachments

MIS Summary

TCEQ notice

Rubicon

23. Discuss, consider, and take appropriate action regarding contracts, agreements or grants to be approved and/or ratified: (Wilson)
 - a. Gage and Cade Construction , LLC proposal for CR 252 headwalls
 - b. K.C. Engineering work order No. 25-308 CR 120 in an amount not to exceed \$35,670.00
 - c. Acknowledgment/Acceptance of increased cost for elevator maintenance contract with Kone effective May 1, 2025
 - d. Approval to accept and sign agreement for the Texas State Library Archives Commission Family Practice Place Library grant for equipment and supplies
 - e. Interlocal agreement and order between Burnet County and Emergency Services District #8 in Burnet County for the application of hot asphalt paving on ESD property in return for manpower assistance upon request plus the allowance to use ESD property by Burnet County for such things as elections. Said consideration may not exceed \$15,000 by either party.
 - f. Cottonwood Shores annual Interlocal agreement and order for chip and seal asphalt to various city streets
 - g. Approval to purchase a hydraulic pothole digger for excavator from Ewalk Kubota in an amount not to exceed \$4,962.00 for Pct. 4

Attachments

GAGE AND CADE

GAGE AND CADE EXHIBIT B

GAGE AND CADE PROPOSAL

KC Engineering

KONE

STATE LIBRARY GRANT

ESD 8 AGREEMENT
ESD 8 ORDER
Cottonwood Shores AGREEMENT
COTTONWOOD SHORES ORDER
EWALD KUBOTA

24. Discuss, consider, and take appropriate action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings: (Wilson)
25. Calendar Review.
26. Adjournment

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

Posted by 5:00 o'clock P.M. on the 17th 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

Bryan Wilson

County Judge

Chad Collier

Precinct 3

Joe Don Dockery

Precinct 4

Regular Session

7.

Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action to approve and sign the resolutions changing four (4) FY25 grants and six (6) FY26 grant applications for the Office of the Governor to Judge Bryan Wilson for authorized Official and County Auditor or designer for financial officer (Wilson)

Attachments

Resolutions



WHEREAS, the County of Burnet finds it in the best interest of the citizens of Burnet County that the Women's Victim Advocate project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 Violence Against Women Justice and Training Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor's funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the County Auditor or designee as the grantee's Financial Officer

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Women's Victim Advocate project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025

Bryan Wilson, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 4772902



WHEREAS, the County of Burnet finds it in the best interest of the citizens of Burnet County that the Women's Victim Advocate project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 Violence Against Women Justice and Training Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor's funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Women's Victim Advocate project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025

Bryan Wilson, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 4772903



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the FY 26 Cybersecurity Assessment and Evaluation Project be operated for FY 26; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 26 State and Local Cybersecurity Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Burnet County Cybersecurity Assessment and Evaluation Project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025.

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 54095-01



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the FY26 Cybersecurity Governance and Planning Project be operated for FY 26; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 26 State and Local Cybersecurity Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Burnet County Cybersecurity Assessment and Evaluation Project to the Office of the Governor.

Passed and Approved this 28th day of January 2025.

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 54098-01



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County FY 26 Cybersecurity Mitigation Project be operated for FY 26; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 26 State and Local Cybersecurity Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Burnet County Cybersecurity Assessment and Evaluation Project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 54103-01



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County FY 26 Cybersecurity Workforce Development Project be operated for FY 26; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 26 State and Local Cybersecurity Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Burnet County Cybersecurity Assessment and Evaluation Project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025.

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 54105-01



FY 2026 CRIMINAL JUSTICE GRANT PROGRAM

**OFFICE OF THE GOVERNOR
PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION**

WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County Courthouse Metal Detector and Panic Button Project be operated for FY 26; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 26 Justice Assistance Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves the submission of the updated resolution for the Burnet County Courthouse Metal Detector and Panic Button Project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025.

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 50324-02



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County Sheriff's Body Worn Camera project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 Body Worn Camera Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor's funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Burnet County Sheriff's Body Worn Camera project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025.

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number 5162501



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Replacement of Outdated Core Switches Project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 State and Local Cybersecurity Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the updated resolution for the Replacement of Outdated Core Switches Project to the Office of the Governor.

Passed and Approved this 22th day of April, 2025

Bryan Wilson, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 5240601



FY 2026 CRIMINAL JUSTICE GRANT PROGRAM

**OFFICE OF THE GOVERNOR
PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION**

WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Burnet County Courthouse Metal Detector and Panic Button Project be operated for FY 26; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 26 Justice Assistance Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Bryan Wilson, Burnet County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. Burnet County Commissioners' Court designates the Burnet County Auditor or designee as the grantee's Financial Officer

NOW THEREFORE, BE IT RESOLVED that Burnet County approves the submission of the updated resolution for the Burnet County Courthouse Metal Detector and Panic Button Project to the Office of the Governor.

Passed and Approved this 22nd day of April 2025.

Bryan Wilson, Burnet County Judge

Jim Luther, Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Chad Collier, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 50324-02

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

Regular Session

9.

Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action regarding a new Information Technology (IT) Director position and the modification of the payscale adding a Step 73 (Wilson)

Attachments

group 73

Group: 73						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$43.00	\$43.86	\$44.74	\$45.63	\$46.54	\$47.47	\$48.42

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

Regular Session

11.

Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action for a request for a variance from the Burnet County Subdivision Regulation by Marvin and Judy Bloomquist for a 4.986 acre tract out of a 267.98 acre tract (Luther)

Attachments

bloomquist variance

REQUEST FOR VARIANCE/EXEMPTION FROM
SUBDIVISION REGULATIONS

DATE: April 8, 2025

OWNER'S NAME: Marvin & Judy Bloomquist

MAILING ADDRESS: 2425 FM 2342
BURNET, TX 78611

OWNER'S PHONE #: 512 779 3730

PROPERTY ID FROM C.A.D.: 64824

(Central Appraisal District)

LEGAL DESCRIPTION: William Simmons, 267.98 acres
tract one various also

REASON FOR DIVIDING PROPERTY 1/2 of land being given to
the University of Texas. House not included - separated for tax reasons.

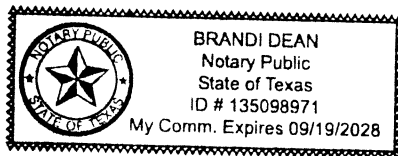
A copy of my Deed with full metes and bounds description, attached along with a survey or sketch of the property showing the boundaries of the lots, adjacent roads, and adjacent property owners are attached hereto. A variance request requires Commissioner Court approval.

I hereby acknowledge that all lots will remain subject to the on-site wastewater rules and development permit requirements of the County. I am also aware that other entities may have restrictions to the division of property that may limit the use of that property. Those entities include but are not limited to the Central Texas Groundwater Conservation District and the Lower Colorado River Authority.

Marvin G. Bloomquist Judy W. Bloomquist
Marvin G. Bloomquist Signature (Notarized)
Judy W. Bloomquist
Printed Name

STATE OF TEXAS
COUNTY OF BURNET

This instrument was sworn to before me on the 8th day of April, 2025.



Brandi Dean
Notary Public, State of Texas

Exemption Approval: _____ Date: _____

Variance Approval: _____ Date: _____

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

Regular Session

12.

Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action in consideration of a request for a replat of lots MCW 2 and MCW 3, Wolf Creek Ranch, to be known as lots MCW 2A and MCW 3A, Wolf Creek Ranch, moving a lot line.
(Luther)

Attachments

Wolf Creek

KNOW ALL MEN BY THESE PRESENTS: THAT MATTHEW TOMLINSON AND LETICIA TOMLINSON BEING THE OWNERS OF LOTS MCW2 & MCW3, WOLF CREEK RANCH, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 163D OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NOS. 202508284 & 202510262 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 MCW2A & MCW3A, WOLF CREEK RANCH" AS THE OFFICIAL PLAT OF SAME AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC

MATTHEW TOMLINSON – OWNER

LETICIA TOMLINSON – OWNER

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MATTHEW TOMLINSON AND LETICIA TOMLINSON, 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

THE ATTACHED PLAT OF ALL OF LOTS MCW2 & MCW3, WOLF CREEK RANCH, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 163D OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOTS MCW2A & MCW3A, WOLF CREEK RANCH", 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:

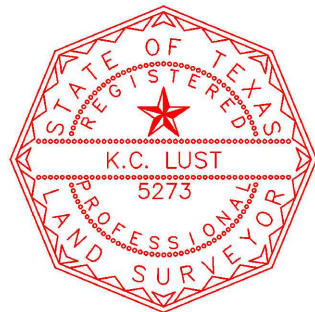
JIM LUTHER, COMMISSIONER PRECINCT 1

BRYAN WILSON, COUNTY JUDGE, BURNET COUNTY, TEXAS

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOTS MCW2A & MCW3A, WOLF CREEK RANCH" 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 19TH DAY OF MARCH, 2025.

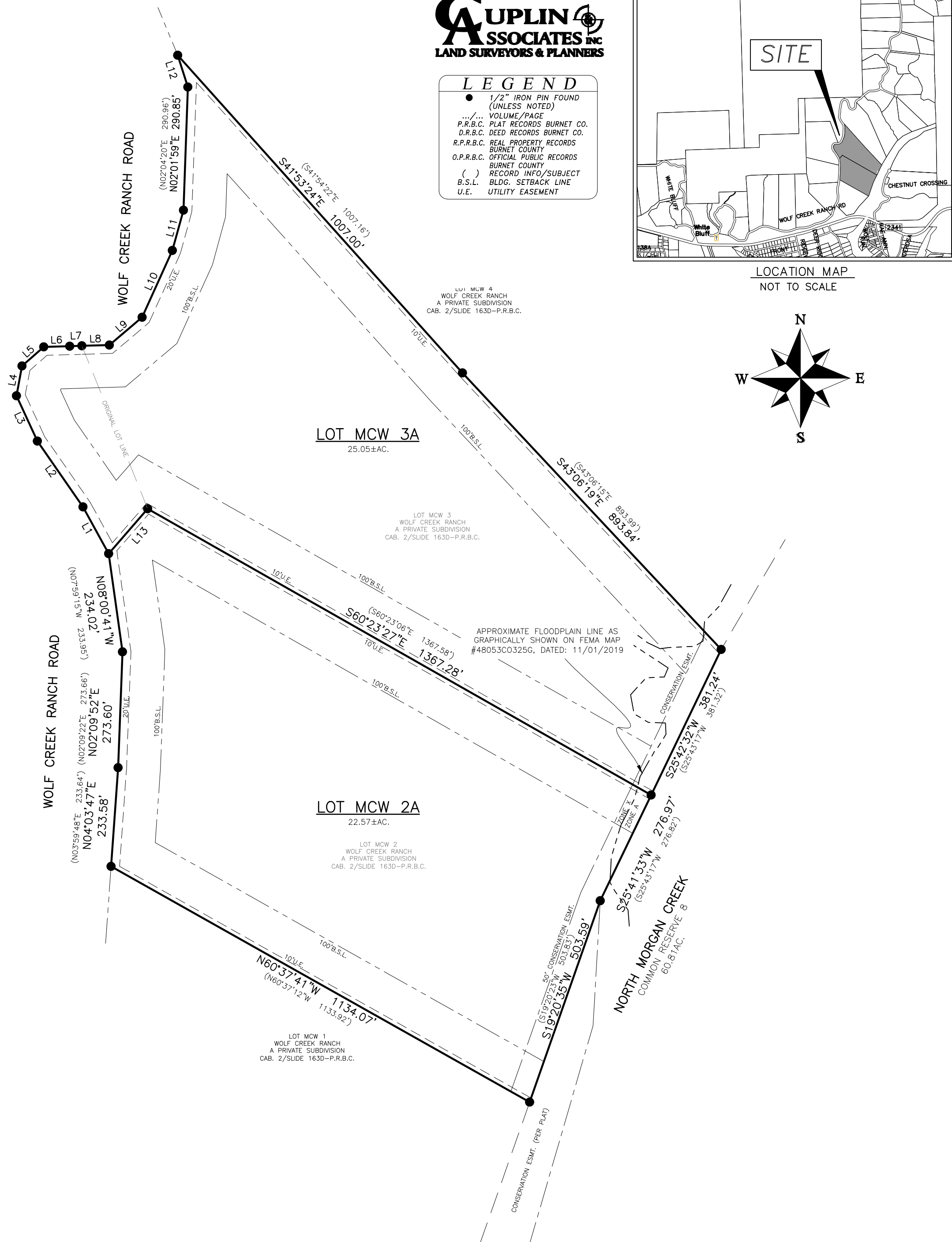
K.C. LUST, R.P.L.S. NO. 5273



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 MCW2 & MCW3, WOLF CREEK RANCH, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 163D OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS.
6. PORTIONS OF THE SUBJECT PROPERTY ARE LOCATED WITHIN ZONE A (AREAS WITHIN THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0325G, EFFECTIVE 11/1/2019.
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 1.00017269 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.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N28°43'46"W	125.81'
L2	N34°46'05"W	189.03'
L3	N24°49'01"W	117.79'
L4	N10°38'57"E	71.64'
L5	N48°42'22"E	68.21'
L6	N88°40'20"E	61.47'
L7	N87°52'14"E	28.67'
L8	N88°22'06"E	64.76'
L9	N49°50'22"E	101.46'
L10	N24°20'14"E	173.23'
L11	N15°20'54"E	98.40'
L12	S41°01'23"W	140.42'
L12	N17°36'02"W	78.71'
L12	N17°36'02"W	78.71'
L13	S41°01'23"W	140.42'



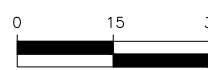
BEING A REPLAT OF LOTS MCW2 & MCW3, WOLF CREEK RANCH, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN
CABINET 2, SLIDE 163D OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS,
TO BE KNOWN AS

LOTS MCW2A & MCW3A, WOLF CREEK RANCH

PROJ NO. 25098	
PREPARED FOR: TOMLINSON	
TECH: KCL	
APPROVED: KC LUST	
FIELDWORK PERFORMED ON: 2/18/2025	
COPYRIGHT: 2024	PROFESSIONAL FIRM NO: 10126900

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

SCALE 1" = 30'



	2	
	1	
DATE	NO.	DESCRIPTION
REVISIONS		

1 OF 1
SHEET

COUNTY SEAL AND FILING INFORMATION

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

Regular Session

13.

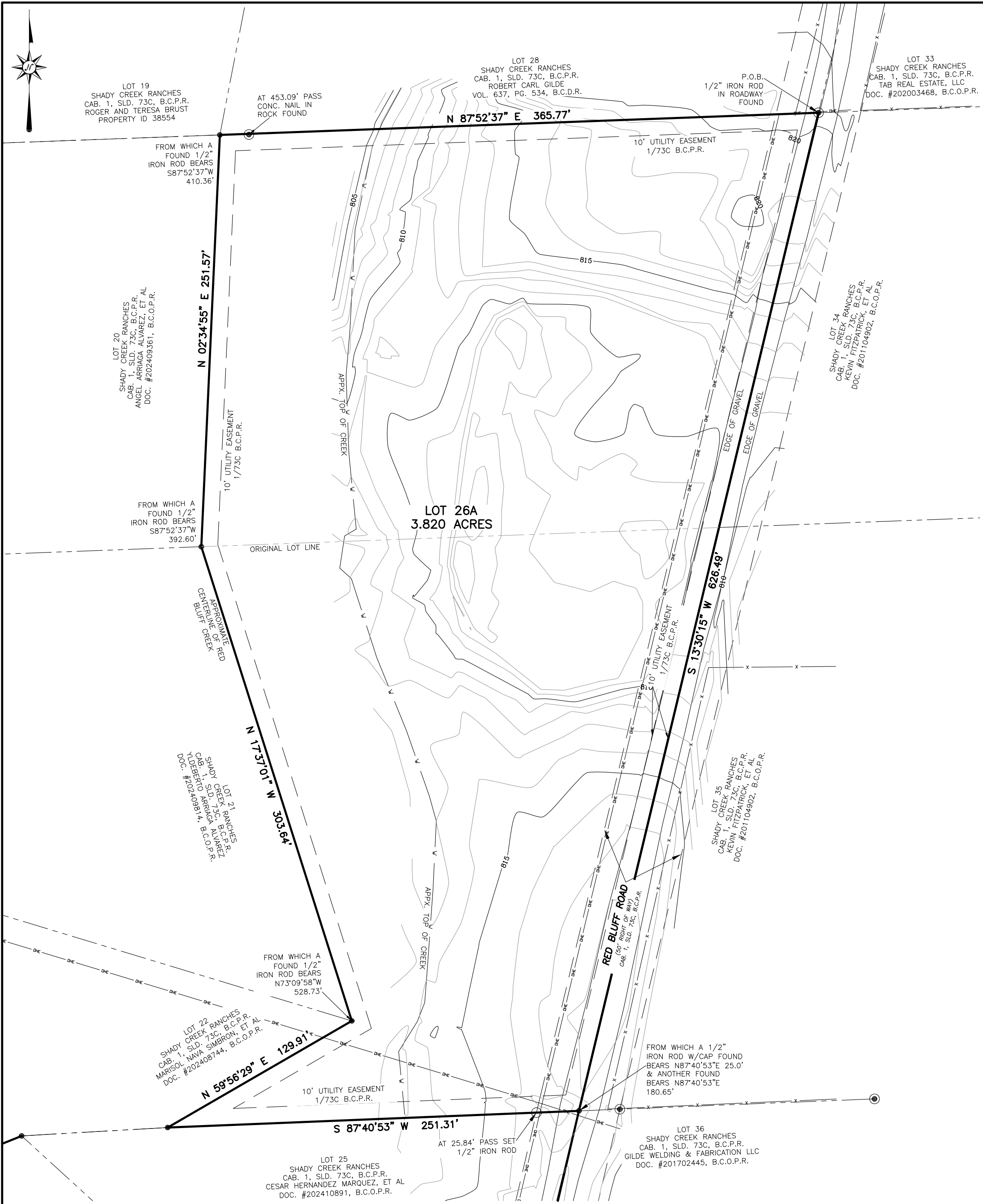
Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action in consideration of a request for a replat of lots 26 and 27, Shady Creek Ranches, to be known as lot 26A, Shady Creek Ranches, a combination of 2 lots into 1. (Dockery)

Attachments

Shady Creek Ranch



PLAT DATE: 04/16/2025
JOB #25-50008



Cross Texas Land Services, Inc
702 RIO GRANDE, #301 - AUSTIN, TEXAS 78701
512-955-2878

TX. FIRM REG. #100248-00
www.crosstexaslandservices.com

LEGEND:

BOUNDARY LINE	DHE
ADJOINER LINE	OVERHEAD UTILITY LINE
SURVEY LINE	BURIED ELECTRIC LINE
B.C.P.R. - BURNET COUNTY PLAT RECORDS	EASEMENT LINE
B.C.O.P.R. - BURNET COUNTY DEED RECORDS	
B.C.O.P.R. - BURNET COUNTY OFFICIAL PUBLIC RECORDS	
UTILITY EASEMENT	WATERLINE EASEMENT
B.L. - BUILDING SETBACK LINE	
(BKG-DIST.) RECORD CALL	
POINT	
MONUMENT FOUND	
MONUMENT SET	



SCALE: 1"=100'

SURVEY NOTES:

- BEARINGS, DISTANCE & ACREAGE SHOWN HEREON ARE GRID, NAD 83(2011)-HARN, LAMBERT GRID COORDINATES AND CONFORM TO THE TEXAS COORDINATE SYSTEM, "TEXAS CENTRAL ZONE", UTILIZING NGS CORS/OPUS SOLUTION.
- IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "CTLS"
- INFORMATION OF EASEMENTS, SERVITUDES OR COVENANTS IF ANY SHOWN HEREON ARE SOLELY BASED ON THE TITLE COMMITMENT PROVIDED BY CLIENT AND NO OTHER RESEARCH WAS PERFORMED.
- LOCATION OF ALL WATERLINES, PIPELINES (ABOVE-GROUND AND BURIED), OVERHEAD ELECTRIC LINES AND BURIED CABLE LINES SHOWN HEREON ARE APPROXIMATE AND BASED SOLELY ON VISIBLE EVIDENCE. NOT ALL OVERHEAD ELECTRIC POLES AND GUY WIRES WERE LOCATED, ONLY THOSE REQUIRED TO SHOW THE LOCATION OF THE LINES. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF BURIED FACILITIES ASSOCIATED WITH THESE UTILITIES.

PLAT NOTES:

- THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE X AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEMA FIRM PANEL NO.48053C0705F, EFFECTIVE 03/15/2012.
- THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
- THE COUNTY SHALL NOT ACCEPT ALL OR A PORTION OF THE ROADS IN THIS SUBDIVISION FOR MAINTENANCE.
- THIS PLAT DOES NOT NEGATE ANY NOTES/REQUIREMENTS SET BY THE ORIGINAL PLAT. LOT IS SUBJECT TO ALL NOTES/REQUIREMENTS SET FORTH IN SHADY CREEK RANCH SUBDIVISION, RECORDED IN CABINET 1, SLIDE 73C, B.C.P.R.

STATE OF TEXAS
COUNTY OF BURNET

KNOW, THEREFORE, KNOW ALL MEN BE THESE PRESENTS: THAT PAULA TASHJIAN, BEING THE OWNER OF LOTS 26 AND 27, SHADY CREEK RANCHES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, SLIDE 73C, PLAT RECORDS OF BURNET COUNTY, TEXAS, AND DESCRIBED IN DOC.#202412886, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND DO HEREBY DEDICATE THE ATTACHED PLAT TO BE KNOWN AS "SHADY CREEK RANCHES, REPLAT OF LOTS 26 AND 27", AS THE OFFICIAL PLAT OF SAME AND DO HEREBY DEDICATE THE EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE BURNET COUNTY, TEXAS.

WITNESS MY HAND THIS _____ DAY OF _____, 20____

PAULA TASHJIAN, OWNER

STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED PAULA TASHJIAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF BURNET

I, MARK R. WATSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "SHADY CREEK RANCHES, REPLAT OF LOTS 26 AND 27" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAME AS I LOCATED ITS COMPONENT PARTS ON THE GROUND.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 20____

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

MARK R. WATSON REGISTERED PROFESSIONAL LAND SURVEYOR
#5740

LEGAL DESCRIPTION: BEING ALL OF LOTS 26 AND 27, SHADY CREEK RANCHES, A SUBDIVISION OF BURNET COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET 1, SLIDE 73C, OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND BEING THE SAME LOTS 26 AND 27, DESCRIBED IN A DEED TO PAULA TASHJIAN, RECORDED IN DOCUMENT NO. 202412886, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING 3.820 ACRES OF LAND OUT OF THE M.C. SALINAS SURVEY NO. 17, ABSTRACT NO. 776, BURNET COUNTY, TEXAS; SAID 3.820 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC (CTLS) IN FEBRUARY 2025:

BEGINNING AT A 1/2 INCH IRON ROD IN ROADWAY FOUND IN THE CENTER OF RED BLUFF ROAD, FOR THE COMMON CORNER OF LOT 28, 33, AND 34, OF THE SAID SHADY CREEK RANCHES, AND SAID LOT 27, FOR THE NORTHEAST CORNER HEREOF;

THENCE SOUTH 13°30'15" WEST, ALONG THE CENTER OF SAID RED BLUFF ROAD, THE WEST LINE OF SAID LOT 34 AND THE WEST LINE OF LOT 35 OF THE SAID SHADY CREEK RANCHES, THE EAST LINE OF SAID LOTS 26 AND 27, A DISTANCE OF 626.49 FEET TO A POINT IN THE CENTER OF SAID RED BLUFF ROAD, FOR THE COMMON CORNER OF SAID LOT 35, LOTS 25 AND 36, OF SAID SHADY CREEK RANCHES, AND SAID LOT 26, FOR THE SOUTHEAST CORNER HEREOF, FROM WHICH A FOUND 1/2 INCH IRON ROD WITH CAP BEARS NORTH 87°40'53" EAST, A DISTANCE OF 25.00 FEET, AND ANOTHER FOUND 1/2 INCH IRON ROD BEARS NORTH 87°40'53" EAST, A DISTANCE OF 180.65 FEET;

THENCE SOUTH 87°40'53" WEST, ALONG THE COMMON LINE OF SAID LOTS 25 AND 26, AT A DISTANCE OF 25.84 FEET PASSING A SET 1/2 INCH IRON ROD, IN ALL A DISTANCE OF 251.31 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 25, FOR AN ANGLE POINT IN THE SOUTH LINE OF LOT 22, OF THE SAID SHADY CREEK RANCHES, FOR THE SOUTHWEST CORNER OF SAID LOT 26, FOR THE SOUTHWEST CORNER HEREOF;

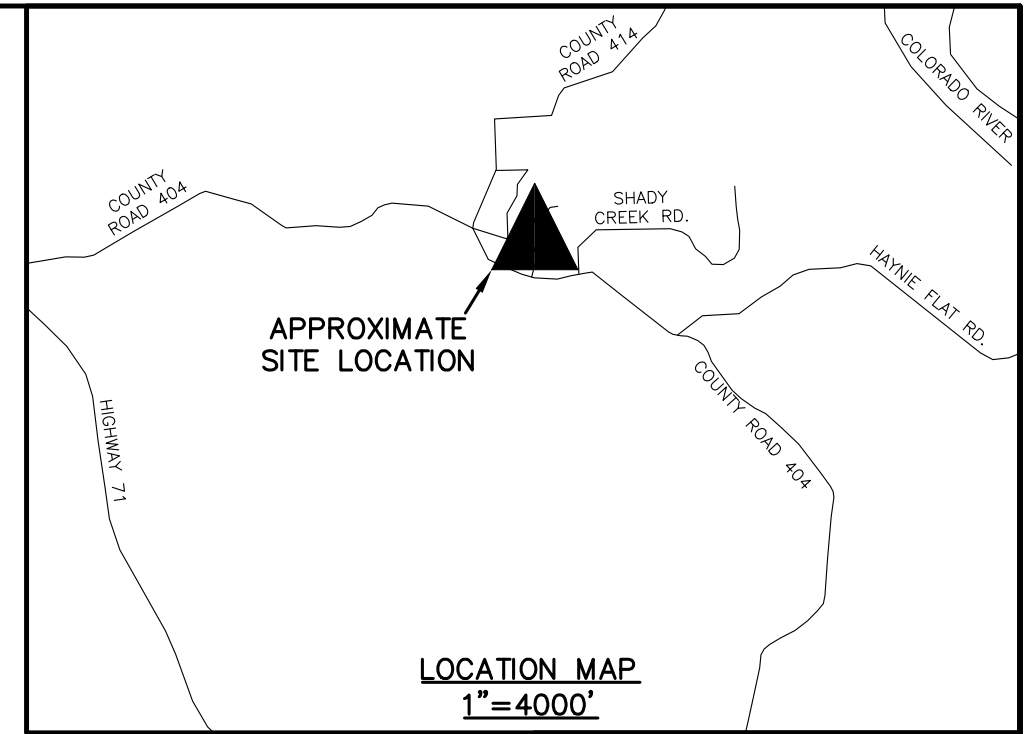
THENCE NORTH 59°56'29" EAST, ALONG THE COMMON LINE OF SAID LOTS 22 AND 26, A DISTANCE OF 129.91 FEET TO A POINT FOR THE EAST CORNER OF SAID LOT 22, FOR THE SOUTHEAST CORNER OF LOT 21 OF SAID SHADY CREEK RANCHES, FOR AN INTERIOR CORNER OF SAID LOT 26, FOR AN INTERIOR CORNER HEREOF, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS NORTH 73°09'58" WEST, A DISTANCE OF 528.73 FEET;

THENCE NORTH 17°37'01" WEST, ALONG THE COMMON LINE OF SAID LOTS 21 AND 26, A DISTANCE OF 303.64 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 21, THE SOUTHEAST CORNER OF LOT 20 OF SAID SHADY CREEK RANCHES, FOR THE NORTHWEST CORNER OF SAID LOT 26, FOR THE SOUTHWEST CORNER OF SAID LOT 27, FOR AN ANGLE POINT IN THE WEST LINE HEREOF, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS SOUTH 87°52'37" WEST, A DISTANCE OF 392.60 FEET;

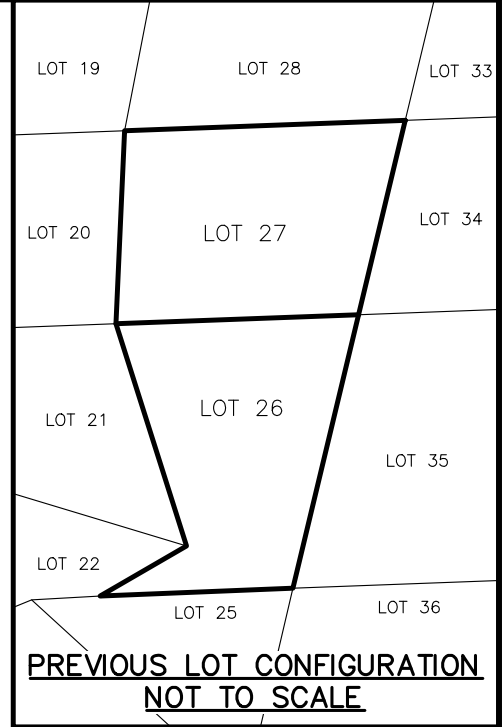
THENCE NORTH 02°34'55" EAST, ALONG THE COMMON LINE OF SAID LOTS 20 AND 27, A DISTANCE OF 251.57 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 20, THE SOUTHEAST CORNER OF LOT 19 OF SAID SHADY CREEK RANCHES, THE SOUTHWEST CORNER OF SAID LOT 28, THE NORTHWEST CORNER OF SAID LOT 27, FOR THE NORTHWEST CORNER HEREOF;

THENCE NORTH 87°52'37" EAST, ALONG THE COMMON LINE OF SAID LOTS 27 AND 28, AT A DISTANCE OF 453.09 FEET PASSING A FOUND CONCRETE NAIL IN ROCK, IN ALL A DISTANCE OF 365.77 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.820 ACRES, MORE OR LESS, AND AS SHOWN HEREON.

SHADY CREEK RANCHES, REPLAT OF LOTS 26 AND 27, ESTABLISHING LOT 26A, BEING A REPLAT OF LOTS 26 AND 27, SHADY CREEK RANCHES, RECORDED IN CABINET 1, SLIDE 73C, PLAT RECORDS OF BURNET COUNTY, TEXAS



LOCATION MAP
1"=4000'



STATE OF TEXAS
COUNTY OF BURNET

I, BRYAN WILSON, COUNTY JUDGE OF BURNET COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE ATTACHED MAP AND PLAT, AND THE ABOVE CERTIFICATE AND DEDICATION OF THE "SHADY CREEK RANCHES REPLAT OF LOTS 26 AND 27" SUBDIVISION, HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS' COURT OF BURNET COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED, WHEREON THIS DAY APPROVED, AND SAID MAP AND PLAT AUTHORIZED TO REGISTERED AND RECORDING THE PROPER RECORDS IN THE OFFICE OF THE COUNTY CLERK OF BURNET COUNTY, TEXAS.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____

BRYAN WILSON, COUNTY JUDGE
BURNET COUNTY, TEXAS

JOE DON DOCKERY, PRECINCT 4 COMMISSIONER
BURNET COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURNET

I, VICINTA STAFFORD, COUNTY CLERK OF BURNET COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD

IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS IN CABINET _____, PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D., 20____

VICINTA STAFFORD, COUNTY CLERK
BURNET COUNTY, TEXAS

OWNER:
PAULA TASHJIAN
17004 SANGUER DRIVE
AUSTIN, TX 78738

SURVEYOR:
MARK R. WATSON
CROSS TEXAS LAND SERVICES, INC
702 RIO GRANDE, #301
AUSTIN, TX 78701

JOB NO. 25-50008 SURVEY DATE: FEBRUARY 2025
DRAWN BY: TA PAGE 1 OF 2

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

Regular Session

14.

Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action in consideration of a request for a replant of lots 1 and 2-A, Barton Creek Lakeside, Phase 3, Section 6, to be known as lot 1-A Barton Creek Lakeside, Phase 3, Section 6, a combination of 2 lots into 1. (Dockery)

Attachments

Barton Creek

STATE OF TEXAS: _____;
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT CHARLES JEFFERY AND GILLIAN JEFFERY, TRUSTEES OF THE CHARLES AND GILLIAN JEFFERY REVOCABLE TRUST, BEING THE OWNERS OF LOT 2-A, AMENDED PLAT OF BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 201204084 OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND LOT 1, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 188D, PLAT RECORDS OF BURNET COUNTY, TEXAS, BEING DESCRIBED IN DOCUMENT NOS. 202007761 & 202010041 OF THE 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 "LOT 1-A, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX" 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.

CHARLES JEFFERY, TRUSTEE OF THE CHARLES
AND GILLIAN JEFFERY REVOCABLE TRUST – OWNER

GILLIAN JEFFERY, TRUSTEE OF THE CHARLES
AND GILLIAN JEFFERY REVOCABLE TRUST – OWNER

STATE OF TEXAS: _____;
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHARLES JEFFERY AND GILLIAN JEFFERY, TRUSTEES OF THE CHARLES AND GILLIAN JEFFERY REVOCABLE TRUST, 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 LOT 2-A, AMENDED PLAT OF BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 201204084 OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND LOT 1, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 188D, PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOT 1-A, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX" 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:

JOE DON DOCKERY, COMMISSIONER PRECINCT 4

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 1-A, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX" 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 6TH DAY OF FEBRUARY, 2025.

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

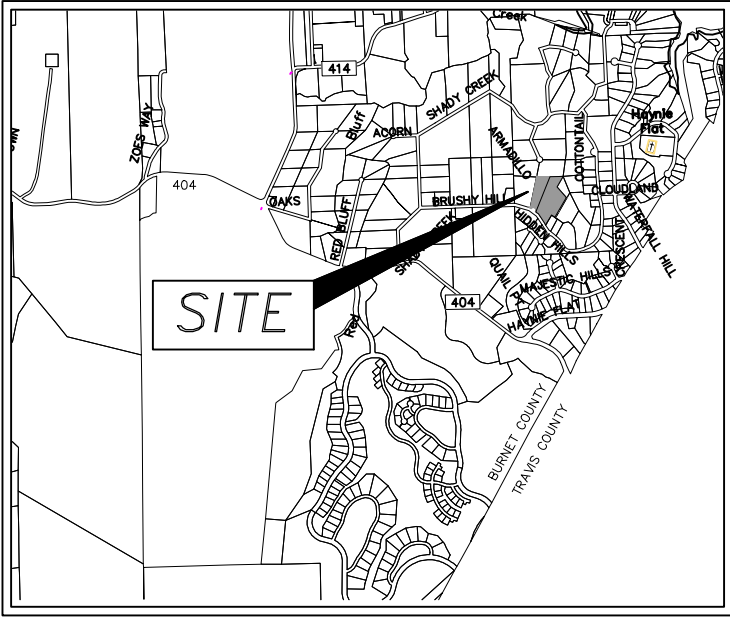
PRELIMINARY – ADMINISTRATIVE REVIEW
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e). THIS DOCUMENT IS "PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

NOTES:

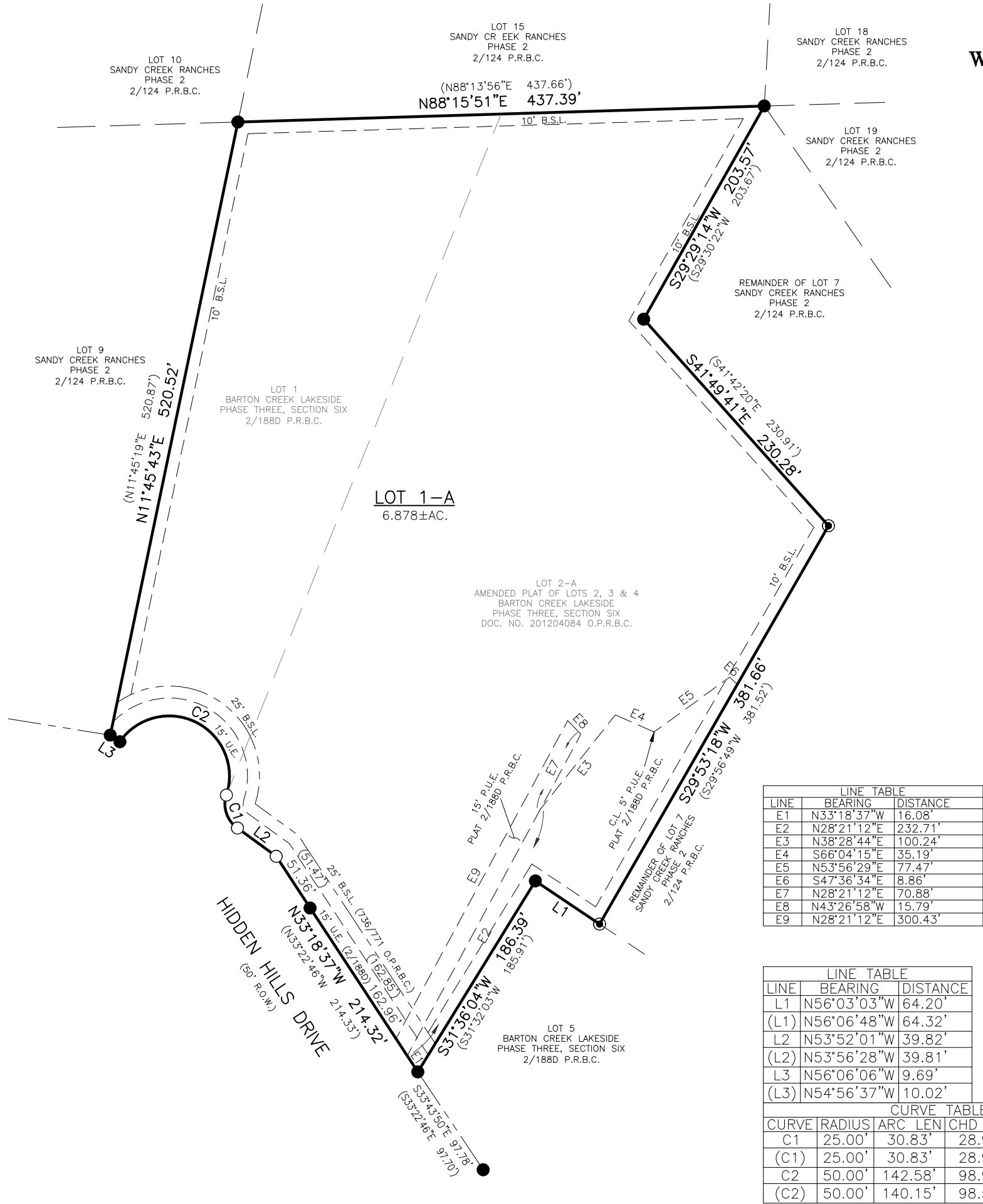
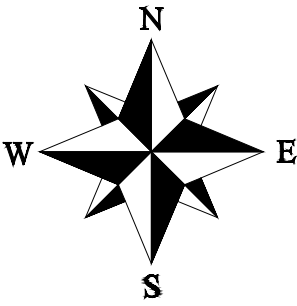
1. WATER WILL BE PROVIDED BY AQUA SERVICES.
2. WASTE WATER WILL BE SUPPORTED BY AQUA SERVICES.
3. GARBAGE PICKUP IS AVAILABLE BY COMMERCIAL FIRM.
4. THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY CURRENT SUBDIVISION REGULATIONS.
5. THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOT 2-A, AMENDED PLAT OF BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 201204084 OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND LOT 1, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 188D, 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. 48053C0705F, EFFECTIVE 03/15/2012.
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 1.00011331 FEET.



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.	
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



BEING A REPLAT OF LOT 2-A, AMENDED PLAT OF BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 201204084 OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND LOT 1, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX, A SUBDIVISION IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 2, SLIDE 188D, PLAT RECORDS OF BURNET COUNTY, TEXAS
TO BE KNOWN AS

LOT 1A, BARTON CREEK LAKESIDE, PHASE THREE, SECTION SIX

PROJ. NO. 25070
PREPARED FOR: JEFFERY
TECH: KCL
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 2/3/25
COPYRIGHT: 2025

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

SCALE 1" = 100'
0 50 100

	2		SHEET
	1		
DATE	NO.	DESCRIPTION	
REVISIONS			

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

Regular Session

15.

Meeting Date: 04/22/2025

Subject

Discuss, consider, and take appropriate action in consideration of a request for a replat of Lots 100,101,102,202,203,204 and 205, Sherwood Shores III-A, to be known as lot 204A, Sherwood Shores III-A, a combination of 7 lots into 1. (Luther)

Attachments

Sherwood Shores

STATE OF TEXAS:
COUNTY OF _____:

KNOW ALL MEN BY THESE PRESENTS: THAT MICHAEL STARNES, BEING THE OWNER OF LOTS 100-102 & 202-205, SHERWOOD SHORES III-A, AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 206, PLAT RECORDS OF BURNET COUNTY, TEXAS, FURTHER BEING DESCRIBED IN DOCUMENTS TO MICHAEL STARNES, RECORDED IN DOCUMENT NOS. 202100607 & 202101815, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DO HEREBY REPLAT SAME AS SHOWN AND DO HEREBY ADOPT THIS REPLAT TO BE KNOWN AS "LOT 204A OF SHERWOOD SHORES III-A" 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, ON THIS _____ DAY OF _____, 2025.

MICHAEL STARNES – OWNER

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHAEL STARNES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 LOTS 100-102 & 202-205, SHERWOOD SHORES III-A, AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 206, PLAT RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOT 204A, SHERWOOD SHORES III-A", 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 _____, 2024.

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 204A, SHERWOOD SHORES III-A" 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 14TH DAY OF _____ JANUARY _____, 2024.

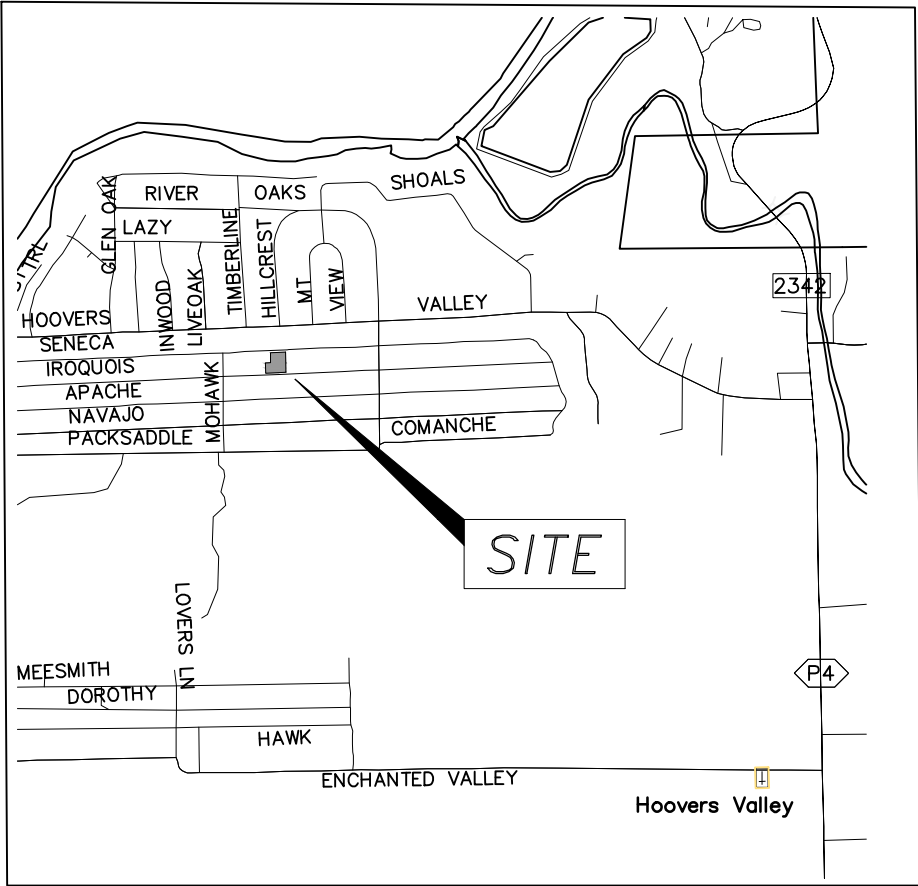
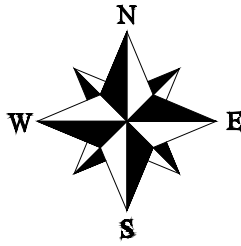
K.C. LUST, R.P.L.S. NO. 5273

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"

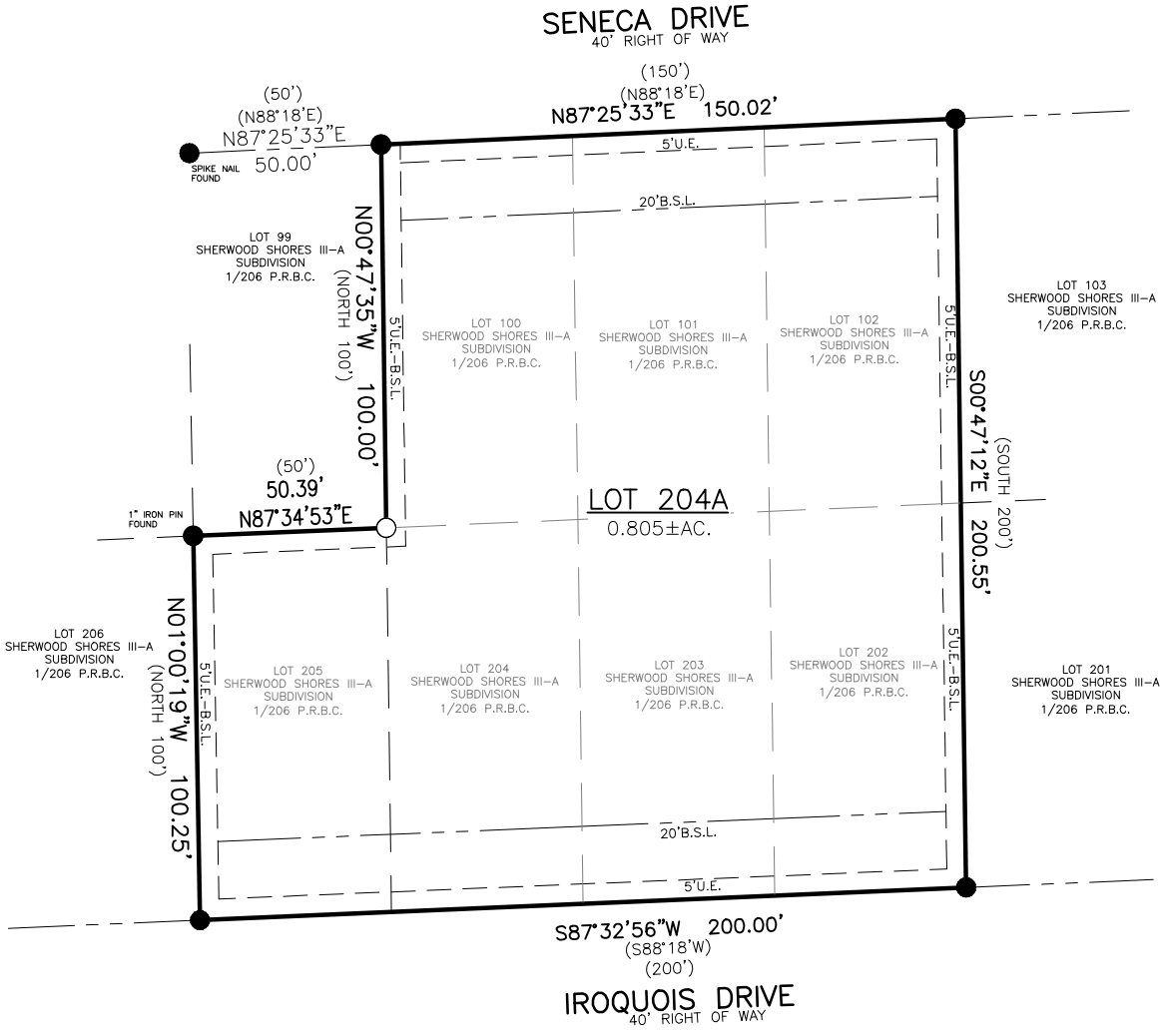
NOTES:

- 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 LOTS 100-102 & 202-205, SHERWOOD SHORES III-A, AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 206, 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 1.00014773 FEET.
- 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.



LOCATION MAP
NOT TO SCALE

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



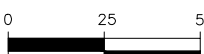
LOTS 100-102 & 202-205, SHERWOOD SHORES III-A, AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 206, PLAT RECORDS OF BURNET COUNTY, TEXAS
TO BE KNOWN AS

LOT 204A, SHERWOOD SHORES III-A

PROJ NO. 241262
PREPARED FOR: STARNES
TECH: KCL
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 1/13/24
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

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

16.

Meeting Date: 04/22/2025

Subject

Discuss consider and take appropriate action concerning previous acknowledgment of the regular scheduled commissioners court action taken on June 11, 2024, regarding the replat of lot 5, Thunderbird Square, Phase 1, to be known as Thunderbird Square phase 2 to consist of eight (8) hangers, one (1) pilot's lounge and one (1) storage area due to a lost document. (Dockery)

Attachments

Thunderbird square

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

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

Regular Session

17.

Meeting Date: 04/22/2025

Subject

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

Attachments

Line item transfer

Line item transfers

line item transfers



THE COUNTY OF BURNET
BURNET, TEXAS 78611

FY2025

DATE: 04/16/2025
(Commissioners Court Date)

TO : **HONORABLE COMMISSIONERS COURT OF BURNET COUNTY**

FROM: General Fund

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

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM:	R &B 2	Operating Supplies	320-6120-3300	\$ 27,500.00
To:	R &B 2	Contract Labor	320-6120-4920	\$ 27,500.00

Transfer Funds to for headwall.

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK



PROPOSAL

Gage & Cade Construction, LLC
1107 County Road 264 Bertram, TX 78605
(512) 736-3342
estimating@gageandcadeconstruction.com

04/15/2025

Customer:
DAMON BAIRLE

Job Name:
CR 252 HEADWALLS

Description	Quantity	Unit	Unit Price	Line Total
Mobilization	1.000	LS	\$2,500.00	\$2,500.00
Concrete Headwalls(Backfill by County)	10.000	EA	\$2,500.00	\$25,000.00
Grand Total:				\$27,500.00

Above information is not an invoice and only an estimate of services/goods described above and below.

CLARIFICATIONS / EXCLUSIONS

Clarifications:

- This proposal is based on the proposal being accepted in its entirety.
- This bid is based on one mobilization.
- No CAD files were provided for pricing. If CAD files are to be released after bid date, price is subject to change.
- If the price of fuel exceeds \$5, the price is subject to change.
- Due to no geotechnical report, Gage and Cade reserves the right to increase pricing if rock is encountered.
- Revegetation
- MATERIAL TESTING

The following is excluded from this bid:

-

From opening
to ?

TERMS AND CONDITIONS: The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All permits and fees are excluded unless otherwise noted. Contractor not responsible for utility lines less than 12" deep. The Contractor to carry Workers' Compensation, Public Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract [or agreement] shall be paid to GAGE & CADE CONSTRUCTION, LLC at its offices located in BERTRAM, Burnet County, Texas. The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Bertram, Burnet County, Texas. Interest will accrue on all sums past due or found to be past due under this contract [or agreement] at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney's fees, all costs of court, and any other expenses incurred by GAGE & CADE CONSTRUCTION, LLC in the collection of any sums due under this contract [or agreement]

PROPOSAL ACCEPTANCE: The above prices specifications, terms and conditions are accepted. Payment will be made in full within 30 days of completion of work without retainage held unless covered under a separate contract. This proposal is valid for 60 days.

Authorized Signature

Should you have any questions concerning this quote, please contact Jason Reeves at (512) 736-3342.

Printed Name

estimating@gageandcadeconstruction.com

Title

Date



THE COUNTY OF BURNET

BURNET, TEXAS 78611

FY2025

DATE: 04/22/2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: General Fund

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

<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM: R & B 2	Operating Supplies	320-6120-3300	\$ 6,700.00
To: R & B 2	Mach/Equip (Inventoried)	320-6120-5750	\$ 6,700.00

Outfit Commissioner Beierle's Truck with Lightbars, tool box, bumper etc.

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK



THE COUNTY OF BURNET

BURNET, TEXAS 78611

FY2025

DATE: 04/22/2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: General Fund

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

<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM: R & B 4	Operating Supplies	340-6140-3300	\$ 4,962.00
To: R & B 4	Mach/Equip(Inventoried)	340-6140-5750	\$ 4,962.00

Purchase a Hydraulic Posthole Digger for Excavator.

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

Ewald Kubota



Sales Person: Steve Rogers
Mobile Phone: (512) 755-3969
Office Phone: (830) 798-8800
Email: steve.r@ewaldkubota.com

Model	Equipment Description	Sale Price
AP-EA35-03	LandPride Hydraulic Posthole Digger for Excavator	\$3,923.00
317-095A	LandPride 9" Dirt Auger	\$670.00
317-263A	LandPride 9" Rock Auger	\$1,683.00
Ewald Discount	SOURCEWELL DISCOUNT	(\$1,559.00)

[illegible]

0 ☐			0 ☐
Trade Description		Value	Less Lien Allowance

Please read: Prices on this sales contract are not negotiable.

Please read: Prices on this sales quote are an estimate and are subject to change. Final pricing for applicable programs will be established at delivery. Order cancellation and refund of cash deposits are available in the event of a price increase between the date of the quote and the date of delivery.

Total Sale Price	\$4,962.00
Trade Allowance	\$0.00
Subtotal	\$4,962.00
Sales Tax 6.25%	\$0.00
TERP Tax	\$0.00
Heavy Equipment Tax	\$0.00
Prep/UCC/Doc/Title Fee	\$0.00
Delivery	\$0.00
Total Net Sale Price	\$4,962.00
Down Payment	
Insurance (total over term)	\$0.00
Total	\$4,962.00

Cash		No Extd Warranty	Option 1 Warranty	Option 2 Warranty
Rate	Mo.			



Insurance on
Term Selected:

Month	\$0 00
Year	\$0 00
Total	\$0 00

Quote Valid Until:

April 30, 2025

Quote valid on current inventory only.

Acceptance

Subject to credit approval. Payments quoted are approximate. Finance rates are subject to change without notice. Additional \$5.00 doc fee for terms beyond 60 months. Kubota Credit requires proof of insurance on all contracts.



THE COUNTY OF BURNET

BURNET, TEXAS 78611

FY2025

DATE: 04/16/2025
(Commissioners Court Date)

TO : **HONORABLE COMMISSIONERS COURT OF BURNET COUNTY**

FROM: General Fund

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

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM:	Jail	Operating Supplies	270-5120-3300	\$ 10,000.00
To:	Jail	Travel/Mileage	270-5120-4250	\$ 10,000.00

Transfer Funds to cover Travel and Mileage.

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

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

Regular Session

22.

Meeting Date: 04/22/2025

Subject

Acknowledgment of Receipt: (Wilson)

a. MIS Monthly Summary

b. Notification of TCEQ water rights for Thomas Ranch Limestone Gulch

c. Notice/invitation from Rubicon Development regarding a condominium development in Cottonwood Shores

Attachments

MIS Summary

TCEQ notice

Rubicon



A/r

Texas Wildlife Services Program - State Office

Street Address

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

Telephone: (210) 472-5451

Fax: (210) 561-3846

Mailing Address

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

March 24, 2025

Dear Cooperator:

The enclosed MIS Monthly Summary contains the activities performed by the WS Technician assigned within your county during October 1, 2024 through February 28, 2025.

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

Sincerely,
Mary Ann Rendon
MIS Data Technician

Land Involved In This Summary

Land Type	Uom	Total	Person-day-visits
COUNTY OR CITY LAND	ACRE	700	15
PRIVATE LAND	ACRE	36,097	245
	Total	36,797	

Agreement/Property Summary

Total Agreements/Properties Worked: 32/32

Total Person-day-visits: 260

Agreement Common Name	Time	Person-day-visits
4s ranch llc	17 : 30	10
balcones canyonlands	2 : 00	0
bar h bar land and cattle co	39 : 00	10
bible ranch	12 : 30	7
bishop ranch	6 : 00	2
brown ranch	6 : 30	6
burnet	23 : 35	0
cedar ridge	25 : 00	19
city of marble falls	0 : 45	0
clear springs ranch	20 : 00	11
cockrell ranch	10 : 30	5
creek	1 : 30	1
d-cross ranch	18 : 00	8
ebling ranch	5 : 00	2
estes ranch	24 : 30	10
evans ranches	4 : 00	2
frazier ranch	29 : 00	16
frazier ranch	2 : 30	1
hoover ranch	48 : 30	23
kingma place	11 : 00	7
morelands	29 : 00	14
oak alley ranch	20 : 00	14
redrock ranch	9 : 00	7
rocking s ranch	47 : 00	22
shifflett ranch	12 : 10	15
t moore ranch	11 : 45	9
thompson ranch	30 : 00	13
three creek ranch	17 : 30	8
tnt ranch	3 : 00	5
vann home place	7 : 00	7

Agreement Common Name	Time	Person-day-visits
whitewater springs poa	5 : 00	4
wolf creek ranch	3 : 30	2

Employee Summary - Total includes converted Hobbs

	FIELD WORK	AERIAL	OUTREACH	admin LEAVE	ADMIN	TOTAL
	hrs : mins	hobbs	hrs : mins	hrs : mins	hrs : mins	hrs : mins
Flanigan, Patrick	144 : 00		2 : 15		7 : 00	153 : 15
Greiner, Corey	310 : 15		4 : 00		8 : 00	322 : 15
Mcniel, Trenton	19 : 40		5 : 05			24 : 45
Sandoval, Rafael	2 : 00					2 : 00
Total	475 : 55	0.0	11 : 20	0 : 00	15 : 00	502 : 15

Take Summary

Target Intentional

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
Bobcats										
firearms	1									
snare, neck	4									
Total	5									
Coyotes										
firearms	1									
snare, neck	83									
trap, foothold	2									
Total	86									
Foxes, Gray										
snare, neck	2									
Total	2									
Raccoons										
snare, neck	2									
trap, foothold	1									
Total	3									
Swine, Feral										
firearms	1									
snare, neck	13									

	Killed Euthanized	Transfer Custody	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared	Treated
traps, cage	32									
Total	46									
Bottom Line Total	142									

Target Un-Intentional

no take data of this type.

Non-Target Un-Intentional

no take data of this type.

Damage Summary

Loss Reported

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Fruits And Nuts						
plants, grapes/muscadines	swine, feral	damage threat	1	1	1 in	\$0
Fruits And Nuts Sub Total			1	1	1 in	\$0
Livestock						
cattle calves (beef)	coyotes	damage threat	1	1	1 in	\$0
Livestock Sub Total			1	1	1 in	\$0
Range/Pasture						
pasture	swine, feral	damage threat	1	1	1 in	\$0
rangeland	swine, feral	damage threat	2	2	2 in	\$0
Range/Pasture Sub Total			3	3	3 in	\$0
AGRICULTURE Sub Total			5	5	5 in	\$0
HEALTH AND SAFETY						
Human Health And Safety						
hlth/sfty, human z-(general)	vultures, black	damage threat	1	1	1 in	\$0
Human Health And Safety Sub Total			1	1	1 in	\$0
HEALTH AND SAFETY Sub Total			1	1	1 in	\$0
PROPERTY						
Landscaping, Turf And Gardens						
z-landscaping (other)	swine, feral	damage	1	1	1 acre	\$400
Landscaping, Turf And Gardens Sub Total			1	1	1 acre	\$400
Other Property						
property (general)	vultures, black	damage threat	1	1	1 in	\$0
Other Property Sub Total			1	1	1 in	\$0

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
PROPERTY Sub Total			2	2	1 acre 1 in	\$400
Total			8	8	1 acre 7 in	\$400

Loss Verified

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Field Crops						
hayfields, mixed species	swine, feral	damage	3	0	9 acre	\$2,952
Field Crops Sub Total			3	0	9 acre	\$2,952
AGRICULTURE Sub Total			3	0	9 acre	\$2,952
PROPERTY						
Landscaping, Turf And Gardens						
turf and/or flowers	swine, feral	damage	2	2	5 in	\$8,400
Landscaping, Turf And Gardens Sub Total			2	2	5 in	\$8,400
PROPERTY Sub Total			2	2	5 in	\$8,400
Total			5	2	9 acre 5 in	\$11,352

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 8

Total distinct DC (all non TA) Species/Resource conflicts: 24

Samples Summary

Species/Disease	Sample Type	Samples
swine, feral Total Sampled 13		
african swine fever	blood/serum	1
classical swine fever	blood/serum	1
genetics	tissue	1
pseudorabies	blood/serum	1
swine brucellosis	blood/serum	1
Total Samples		5
Total Bottom Line		5

TA/Outreach by Species Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
Species	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
<u>coyotes</u>	1													1	2	1
<u>swine. feral</u>	6	1												7	11	3
<u>vultures. black</u>	1													1	5	
Total	8	1	0	0	0	0	0	0	0	0	0	0	0	9	18	4

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

TA/Outreach by Employee Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits															
	1	2	3	4	5	6	7	8	9	10	11	12	13	Total	Parties	Leaflets
<u>Flanigan.Patrick</u>	1	1												2	4	2
<u>Greiner.Corey</u>	2													2	4	1
<u>Meniel.Trenton</u>	4													4	8	
Total	7	1	0	0	0	0	0	0	0	0	0	0	0	8	16	3

Chemicals Summary

CHEMICALS: EPA-REGULATED

no EPA-REGULATED PRDCT chemical data.

CHEMICALS: EXPLOSIVE

no EXPLOSIVE chemical data.

CHEMICALS: I/E DRUGS

no I/E DRUGS chemical data.

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

Resource	Species	Proj Start Button	WTs (Occurs)
cattle calves (beef)	coyotes	1	39
cattle calves (beef)	swine, feral	0	9
designated natural areas	swine, feral	0	4
goats, meat (kids)	coyotes	0	16
goats, meat (kids)	raccoons	0	2
goats, z-(other kids)	coyotes	0	14
hay (stack/bales)	swine, feral	0	2
hayfields, mixed species	swine, feral	0	14
hlth/sfty, human z-(general)	foxes, gray	0	4
hlth/sfty, human z-(general)	raccoons	0	8
hlth/sfty, human z-(general)	vultures, black	1	1
mammals, deer, axis	bobcats	0	1
mammals, deer, axis	coyotes	0	44
mammals, deer, axis	swine, feral	0	7
mammals, deer, fallow	bobcats	0	4
mammals, deer, white-tailed ag	bobcats	0	3
mammals, deer, white-tailed ag	coyotes	0	75
mammals, deer, white-tailed ag	foxes, gray	0	2
mammals, deer, white-tailed ag	raccoons	0	3
mammals, deer, white-tailed nr	coyotes	0	19
mammals, z-exotic game (other)	bobcats	0	2
mammals, z-exotic game (other)	coyotes	0	10
pasture	swine, feral	1	58
plants, grapes/muscadines	swine, feral	1	1
property (general)	vultures, black	1	1
rangeland	swine, feral	2	10
turf and/or flowers	swine, feral	2	7
z-landscaping (other)	swine, feral	1	1



TRANSYSTEMS

A/R

3520 Executive Center Drive
Suite 250
Austin, TX 78731
P 512.345.8505 | F 512.345.9634
gannettfleming.com

April 2, 2025

Burnet County Commissioners Court
Honorable Bryan Wilson, County Judge
220 S. Pierce Street
Burnet, Texas 78611

Subject: Notification of TCEQ Water Rights Application for Thomas Ranch Limestone Gulch
Prominence Road, Spicewood,
Burnet, Texas, 78669

To The Honorable Judge Wilson,

Arete Thomas Ranch Holdings, LLC, through Gannett Fleming TranSystems, is in the process of submitting an application for a TCEQ Water Rights permit. This application pertains to the construction of a new on-channel impoundment located on an unnamed tributary of Red Bluff Creek for the purpose of recreational use. The proposed project falls within the Lake Travis watershed.

The impoundment will have a storage capacity of 7.10 acre-feet and is located on Lot 79 of the Thomas Ranch Section, Burnet County (Property ID: 126262). The project is entirely outside of any city's extra-territorial jurisdiction.

The intent of the impoundment is to not store any storm water. The impoundment will be filled and the ordinary water surface elevation will be maintained through an alternative source of water. Stormwater flowing into the pond will be conveyed directly to the spillway and back into the unnamed tributary."

Coordinates of the center of the new impoundment spillway:

Latitude: 30.452002° N
Longitude: 98.118183° W

We appreciate your attention to this matter and are willing to provide additional information or documentation should you require it.

Sincerely,

 TRANSYSTEMS



Richard Grayum, P.E., LEED AP
Senior Project Manager

A/R

RUBICON
Development

April 7, 2025

Dear Neighbor,

You are cordially invited to have an open discussion with us regarding a condominium development in Castle Terrace, located at 645 Knights Row in Cottonwood Shores, Texas.

This will be a first class project that will enhance the community as a whole. Your opinion is important to us and we cherish your feedback.

When: April 23, 20025

Time: 6:00 PM

Where: City of Cottonwood Shores Civic Center
4111 Cottonwood Drive
Cottonwood Shores, Texas 78657

Best regards,
Rubicon Development, LLC



Kyle Jacobs
Managing Partner



Chad Hennings
Partner

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

Regular Session

23.

Meeting Date: 04/22/2025

Subject

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

- a. Gage and Cade Construction , LLC proposal for CR 252 headwalls
 - b. K.C. Engineering work order No. 25-308 CR 120 in an amount not to exceed \$35,670.00
 - c. Acknowledgment/Acceptance of increased cost for elevator maintenance contract with Kone effective May 1, 2025
 - d. Approval to accept and sign agreement for the Texas State Library Archives Commission Family Practice Place Library grant for equipment and supplies
 - e. Interlocal agreement and order between Burnet County and Emergency Services District #8 in Burnet County for the application of hot asphalt paving on ESD property in return for manpower assistance upon request plus the allowance to use ESD property by Burnet County for such things as elections. Said consideration may not exceed \$15,000 by either party.
 - f. Cottonwood Shores annual Interlocal agreement and order for chip and seal asphalt to various city streets
 - g. Approval to purchase a hydraulic pothole digger for excavator from Ewalk Kubota in an amount not to exceed \$4,962.00 for Pct. 4
-

Attachments

GAGE AND CADE
GAGE AND CADE EXHIBIT B
GAGE AND CADE PROPOSAL
KC Engineering
KONE
STATE LIBRARY GRANT
ESD 8 AGREEMENT
ESD 8 ORDER
Cottonwood Shores AGREEMENT
COTTONWOOD SHORES ORDER
EWALD KUBOTA



PROPOSAL

Gage & Cade Construction, LLC
 1107 County Road 264 Bertram, TX 78605
 (512) 736-3342
estimating@gageandcadeconstruction.com

04/15/2025

Customer:
DAMON BAIRLE

Job Name:
CR 252 HEADWALLS

Description	Quantity	Unit	Unit Price	Line Total
Mobilization	1.000	LS	\$2,500.00	\$2,500.00
Concrete Headwalls(Backfill by County)	10.000	EA	\$2,500.00	\$25,000.00
Grand Total:				\$27,500.00

Above information is not an invoice and only an estimate of services/goods described above and below.

CLARIFICATIONS / EXCLUSIONS

Clarifications:

- This proposal is based on the proposal being accepted in its entirety.
- This bid is based on one mobilization.
- No CAD files were provided for pricing. If CAD files are to be released after bid date, price is subject to change.
- If the price of fuel exceeds \$5, the price is subject to change.
- Due to no geotechnical report, Gage and Cade reserves the right to increase pricing if rock is encountered.
- Revegetation
- MATERIAL TESTING

The following is excluded from this bid:

-

TERMS AND CONDITIONS: The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. All permits and fees are excluded unless otherwise noted. Contractor not responsible for utility lines less than 12" deep. The Contractor to carry Workers' Compensation, Public Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract [or agreement] shall be paid to GAGE & CADE CONSTRUCTION, LLC at its offices located in BERTRAM, Burnet County, Texas.
The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Bertram, Burnet County, Texas. Interest will accrue on all sums past due or found to be past due under this contract [or agreement] at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney's fees, all costs of court, and any other expenses incurred by GAGE & CADE CONSTRUCTION, LLC in the collection of any sums due under this contract [or agreement]

PROPOSAL ACCEPTANCE: The above prices specifications, terms and conditions are accepted. Payment will be made in full within 30 days of completion of work without retainage held unless covered under a separate contract. This proposal is valid for 60 days.

Authorized Signature

Should you have any questions concerning this quote, please contact Jason Reeves at (512) 736-3342.

Printed Name

estimating@gageandcadeconstruction.com

Title

Date

**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.



PROPOSAL

Gage & Cade Construction, LLC
 1107 County Road 264 Bertram, TX 78605
 (512) 736-3342
estimating@gageandcadeconstruction.com

04/15/2025

Customer:
DAMON BAIRLE

Job Name:
CR 252 HEADWALLS

Description	Quantity	Unit	Unit Price	Line Total
Mobilization	1.000	LS	\$2,500.00	\$2,500.00
Concrete Headwalls(Backfill by County)	10.000	EA	\$2,500.00	\$25,000.00
Grand Total:				\$27,500.00

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- If the price of fuel exceeds \$5, the price is subject to change.
- Due to no geotechnical report, Gage and Cade reserves the right to increase pricing if rock is encountered.
- Revegetation
- MATERIAL TESTING

The following is excluded from this bid:

-

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The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Bertram, Burnet County, Texas. Interest will accrue on all sums past due or found to be past due under this contract [or agreement] at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney's fees, all costs of court, and any other expenses incurred by GAGE & CADE CONSTRUCTION, LLC in the collection of any sums due under this contract [or agreement]

PROPOSAL ACCEPTANCE: The above prices specifications, terms and conditions are accepted. Payment will be made in full within 30 days of completion of work without retainage held unless covered under a separate contract. This proposal is valid for 60 days.

Authorized Signature

Should you have any questions concerning this quote, please contact Jason Reeves at (512) 736-3342.

Printed Name

estimating@gageandcadeconstruction.com

Title

Date

WORK ORDER

WORK ORDER NO. 25-308

COUNTY Project No.: _____ COUNTY Project Name: CR 120

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

Scope of Basic Services

Prepare a complete set of construction plans, specifications, preliminary opinion of probable construction cost, project manual, project bid advertisement, project bidding, and provide construction consultation for paving and pavement markings for County Road 120 from CR 123 to RM 1855.

Authorization

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

Fee

ENGINEER shall be paid the lump sum fee of \$35,670.00 payable incrementally based upon the estimated percentage of work completed at the date of the invoice.

Or,

In accordance with the terms of Exhibit "B". (Not Used)

AGREED AND EXECUTED this _____ day of _____, 20____.

ATTEST:

K.C. ENGINEERING, INC.
(ENGINEER)

BURNET COUNTY
(COUNTY)

By: 

By: _____

Title: President

Title: _____

U510



March 31, 2025

BURNET COUNTY
220 S Pierce St
Burnet, TX 78611-2200
USA

SUBJECT: Price adjustment to your current maintenance contract
KONE Contract: N40064299

Customer Number: N161787

BURNET COUNTY
220 SOUTH PIERCE
Burnet, TX 78611-2200
USA

HERMAN BROWN FREE LIBRARY
100 EAST WASHINGTON
Burnet, TX 78611-3114
USA

Dear valued KONE customer,

KONE is proud to be your elevator/escalator service partner. We are committed to always providing you with exceptional service.

Over the past year, the costs of providing equipment maintenance at our customers properties have significantly increased. This increase is predominantly driven by higher labor costs(including base technician rate and other employment benefits) as well as applicable state and federal taxes.

As a result, and in accordance with our contract, KONE will adjust the price of your maintenance contract by +\$35.56, starting May 1, 2025 .

If you have any questions, please reach out to me at 512-443-0967.

Thank you for your understanding and for your continued business.

Sincerely,

KONE Elevators and Escalators



Texas State Library and Archives Commission

Family Place™ Training Award

Grant Contract

Grant Number: **FPG-25001**

1. Parties

This grant contract is an agreement between the Texas State Library and Archives Commission (TSLAC), the library identified below, and the library's legal entity (library and library's legal entity collectively referred to as "Recipient"). TSLAC and Recipient are collectively referred to as "the parties."

Library's Legal Entity Name:	Burnet County
Library Name and Address:	Burnet County Library System 100 E Washington St

Burnet, TX 78611-3114

FUEI No.:	NX8AEXE5ALC7
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2. Purpose of the Grant Contract

The purpose of this grant contract is to assist the recipient library in becoming a Family Place Library™. The Family Place Libraries™ Training Institute provides theoretical grounding and practical training in family-centered library services. Designated Recipient staff members ("trainee" or "trainees") will attend training provided by Family Place Libraries™. Upon successful completion of training, the library will receive a reimbursement grant up to \$6,000 to purchase resources to help redesign their library environment to:

- Create a welcoming and developmentally appropriate environment for children beginning at birth.
- Connect parents with the resources, programs and services offered at the library and other family service agencies.
- Connect with non-traditional library users.
- Ensure children have access to resources that will allow them to enter school ready and able to learn.

3. Library Personnel

TSLAC will sponsor trainees to attend Family Place™ Training at Cedar Park Public Library in Cedar Park, Texas, May 5-8, 2025.

Name:
Email Address:
Telephone Number:

Name:
Email Address:
Telephone Number:

4. Term of the Grant Contract

This grant contract will begin on April 1, 2025, and terminate April 30, 2028, unless it is terminated earlier in accordance with another provision of this contract. Family Place™ training and purchases made with grant funds will occur before August 31, 2025; however, the contract will remain effective until final reports are submitted by library in accordance with section 5.5 below.

5. Recipient's Contractual Services and Required Obligations

- 5.1.** Each trainee will attend all scheduled activities of the Family Place™ Training Institute as outlined in the Family Place™ training syllabus. Any trainee with a disability may request an accommodation by contacting the TSLAC Family Place™ Program Manager. If any trainee is unable to complete the training, or becomes otherwise ineligible to attend (e.g., accepts a different position within the library or leaves employment at the library named above), Recipient must notify TSLAC as soon as possible. Substitutions may be permitted subject to TSLAC approval.
- 5.2.** Recipient will provide services as outlined in the approved grant application (Family Place™ Library Grant for SFY 2025) as approved by TSLAC and as provided in this agreement. Grant funds must be used to meet TSLAC, state, and federal goals. Recipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Recipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.
- 5.3.** Within six (6) months of trainees' completion of training, Recipient will:
 - 5.3.1.** Report on expenditures in accordance with the requirements and timeline provided in Section 7.
 - 5.3.2.** Create and maintain a family-friendly, interactive public space within the Children's area of the library in accordance with information provided during the training.
 - 5.3.3.** Develop a Parenting Collection in or adjacent to the library's Children's area.
 - 5.3.4.** Provide in-house orientation for staff and/or volunteers and/or library board members about the purpose and objectives of becoming a Family Place Library™.
- 5.4.** Within one (1) year of trainees' completion of training, Recipient will:
 - 5.4.1.** Develop coalitions/partnerships with community-assistance agencies as described during the training.
 - 5.4.2.** Plan, advertise, and implement a minimum of one 5-week session, 1 hour per week, of the Parent/Child Workshops or equivalent, as described during the training.
- 5.5.** Within three (3) years of trainees' completion of training, Recipient will:
 - 5.5.1.** Annually implement two 5-week sessions, 1 hour per week, of the Parent/Child Workshops or equivalent, during the second and third year after the training.
 - 5.5.2.** Engage in support and consulting provided by staff from the Middle Country Public Library.
 - 5.5.3.** Work with Middle Country Public Library to coordinate a site visit approximately 18 months after completing the training.
 - 5.5.4.** Maintain documentation regarding implementation of the library's Family Place™ Plan and report annual statistics related to the Parent/Child Workshops, Early Childhood Programs, Space Usage, Collaborations and Outreach Efforts, as required by the Middle Country Public Library.
 - 5.5.5.** Complete all required State and Family Place™ Evaluations and Progress Reports about their Family Place Library™.
 - 5.5.6.** Replace and refresh the materials and resources in the early learning center, as needed.
 - 5.5.7.** Train additional staff as needed to sustain the program in the event of a staff member leaving.

6. Source of Funds, Grant Amounts, and Disbursement Requirements

- 6.1.** Grant award to Recipient for reimbursement of resource costs to establish a Family Place™-designated area at the library shall not exceed \$6,000. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or \$0.00 as indicated in the budget below.

Source of funds: General Revenue, State Fiscal Year 2025

6.1.1. Recipient must encumber expenses to implement the Family Place™ program (up to \$6,000) no later than July 31, 2025.

6.2 Grant award to Recipient includes a travel stipend of up to \$700.00 for each trainee identified in Section 3 above. This travel stipend will be used by Recipient to apply to costs for travel to and from the training site and transportation while attending training. No additional funds will be available for travel should actual costs exceed \$700.00 per recipient.

7. Additional Obligations and Certifications of Recipient

7.1. Grant Amounts and Disbursement Requirements

7.1.1. The Recipient is restricted to one of two methods for requesting funds from TSLAC. The Recipient may request reimbursement of actual expenditures for the Recipient's normal billing cycle, or advance payment for estimated expenditures to be incurred within the 30-day period following the request. Only Recipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

7.1.2. The Recipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Recipient provided TSLAC has received a fully executed contract, and Recipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.

7.1.3. When submitting an RFF for reimbursement, the Recipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Recipient must submit the final request for reimbursement no later than **August 31, 2025**.

7.1.4. The Recipient may not obligate or encumber grant funds after **July 31, 2025**. All obligations and encumbrances must be liquidated or paid no later than **August 31, 2025**. If the Recipient cannot meet this deadline, the Recipient may request an extension. Please contact the Family Place™ Program Manager for details on this procedure. Extensions may be approved by TSLAC on a case-by-case basis.

7.1.5. Interest earned in excess of \$500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS. If the Recipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds when requested, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section 6. above up to the full expended balance remaining.

7.1.6. Per the approved grant application, funds are authorized according to the following budget:

Salaries/Wages/Benefits	\$0.00
Travel	\$1,400.00
Equipment	\$0.00
Supplies/Materials	\$6,000.00
Services	\$0.00
Consultant Fees	\$0.00
Indirect Costs	\$0.00
Total	\$7,400.00

8. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Recipient will not be permitted any fiscal or programmatic change requests related to the Family Place™ program. All program requirements are pre-established by Family Place™ and the Texas State Library and Archives Commission. Materials purchased must align with items designated by Family Place™ as appropriate to meet the Family Place™ program requirements. Any items purchased by Recipient that do not meet program requirements will not be reimbursed by TSLAC to Recipient.

9. EQUIPMENT AND PROPERTY REQUIREMENTS

This grant does not cover any costs associated with equipment or property.

10. REPORTING REQUIREMENTS

- 10.1.** The State Legislature has charged TSLAC with submitting performance measure reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Recipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Recipient is responsible for submitting to TSLAC periodic reports that reflect the Recipient's level of performance on these services. To comply with these requirements, the Recipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.
- 10.2** The Recipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Recipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC, or by other methods as requested by TSLAC by dates established mutually between TSLAC and Recipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- 10.3** The Recipient agrees to submit annual performance reports detailing grant-funded activities via TSLAC'S GMS, or by other methods as requested by TSLAC, on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Recipient agrees to include information on project progress and outcomes as defined by TSLAC in the reports. A copy of the Recipient's annual report to Family Place™ will be submitted as part of the annual performance report requirements.

<u>Reporting Period</u>	<u>Due Date</u>
Y1 (April 1, 2025–March 31, 2026)	April 30, 2025
Y2 (April 1, 2026–March 31, 2027)	April 30, 2026
Y3 (April 1, 2027–March 31, 2028)	April 30, 2027

- 10.4** The Recipient will ensure that all fiscal reports or vouchers requesting payment under this agreement include a certification, signed by an official who is authorized to legally bind the Recipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Recipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.
- 10.5** The Recipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2025, to TSLAC no later than **December 31, 2025**, or other deadline as specified by TSLAC.
- 10.6** If a single audit is required, the Recipient will comply with the TxGMS, Standard Financial Management Conditions, Audits, Program-Specific Audit, Part 4A. The audit shall be completed and the required data collection form submitted to TSLAC within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance or a different period is specified in a program-specific audit guide.
- 10.7** TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received as applicable.

11. GENERAL TERMS AND CONDITIONS

- 11.1. The Recipient will comply with the Family Place Library™ Grant Program Guidelines for SFY 2025.
- 11.2. The Recipient will comply with the Rules for Administering the Family Place Library™ Grant as outlined in the Notice of Funding Opportunity, and Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, General Grant Guidelines.
- 11.3. The Recipient will comply with the following rules and guidance as applicable:
 - 11.3.1. Texas Grants Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/docs/grant-management-readerv2.0.pdf>); and
 - 11.3.2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200) (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>).
- 11.4. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Recipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR §200.315)
- 11.5. Recipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
 - 1. obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
 - 2. authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- 11.6. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Recipient's website, and materials distributed through the grant project. The Recipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- 11.7. The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), that prohibits discrimination on the basis of sex in education programs; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §701 et seq., including §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- 11.8. The Recipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Recipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Recipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Recipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.
- 11.9. The Recipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Recipient and its employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

11.10. The Recipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Recipient must maintain all grant-related records through January 29, 2032. Recipients that operate as state agencies must comply with Texas Government Code Section 441.1855 relating to state agency contracting and the retention of all contract-related documents.**

In the event the Recipient or receiving entity no longer exists, the Recipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.

11.11. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Recipient shall:

11.11.1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Recipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.

11.11.2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in 7.1.5 of this document and according to a timeline mutually agreed upon by both parties.

11.12. In the event the Recipient loses all program staff prior to the end of the grant period or the termination date, whichever is earlier, the Recipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

12. ENFORCEMENT

12.1. Remedies for noncompliance. If a Recipient materially fails to comply with any term of the contract, whether stated in the contract itself, a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:

12.1.1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient, or more severe enforcement action by TSLAC;

12.1.2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

12.1.3. Wholly or partly suspend or terminate the current contract for the Recipient's program;

12.1.4. Withhold further awards for the program; or

12.1.5. Take other remedies that may be legally available.

- 12.2.** Hearings, appeals. In taking an enforcement action under this section, TSLAC will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved, if any. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- 12.3.** Effects of suspension and termination. Costs to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Recipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
- 12.3.1.** The costs resulting from obligations that were properly incurred by the Recipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
- 12.3.2.** The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- 12.4.** Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under Executive Order 12549 (TxGMS, Appendix 6, Debarment and Suspension) and state law.

13. CONTACTS AT TSLAC

Questions or concerns about programmatic issues should be directed to

Katelyn Patterson, Youth Services Consultant
Phone: 512-463-5433 / 800-252-9386 toll-free in TX
Email: kpatterson@tsl.texas.gov

Questions or concerns about budget and/or program revisions, and performance reports should be directed to:

Dominic Gonzales, Grants Administrator
Phone: 512-463-5581/ Fax: 512-936-2306
E-mail: dgonzales@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Recipient to TSLAC, such as refunds and those for excess advanced funds or interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

14. APPLICABLE AND GOVERNING LAW

- 14.1.** The laws of the State of Texas shall govern this grant.
- 14.2.** All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- 14.3.** This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

15. GRANT CERTIFICATIONS

- 15.1.** TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and TxGMS.
- 15.2.** The Recipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- 15.3.** The Recipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- 15.4.** The Recipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Recipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Recipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- 15.5.** Recipient certifies that neither Recipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Recipient is unable to certify to any of the statements in this certification, the Recipient shall attach an explanation to these Certifications.
- 15.6.** The Recipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- 15.7.** In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Government).

16. SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Sarah Karnes, Library Development and Networking
Director

Date

Approved by:

_____ Chief Operations and Fiscal Officer

_____ Grants Administrator

SUBRECIPIENT

Burnet County, Burnet County Library System

Signature (official empowered to enter into
contracts)

Typewritten or Printed Name

Title

Date

Interlocal Agreement Between
Burnet County, Texas and the Burnet County ESD 8

This Agreement is made on the 22nd day of April 2025, by and between the County of Burnet a Political subdivision of the State of Texas, hereinafter referred to as "Burnet County" and "ESD #8", hereinafter referred to as "ESD #8".

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

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the use of County manpower and equipment to apply hot mix asphalt on ESD #8 property, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Burnet County and ESD #8; and

WHEREAS, Burnet County provides these services to the citizens of Burnet County, and has the capacity to service the needs of ESD #8; and

WHEREAS, Burnet County and ESD#8 have investigated and determined that it would be advantageous and beneficial to both the ESD #8 and Burnet County and its inhabitants for Burnet County to provide the manpower and equipment for the application services to ESD #8; and

WHEREAS, ESD #8 wishes to engage Burnet County to allow for use of County manpower and equipment to apply hot mix asphalt on behalf of ESD #8 and ESD #8 desires to engage Burnet County to provide such services; and

WHEREAS, from time to time ESD #8 may wish to engage Burnet County in various additional services, such as hauling, dispensing, spreading, building, paving, or improving real property by the use of county owned earth moving equipment, together with the labor and ESD #8 and to the people of Burnet County, Texas, and:

WHEREAS, the governing bodies of the ESD #8 and Burnet County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, ESD #8 and Burnet County have a long history of cooperation on projects that are beneficial to the two entities and their citizens such as applying hot mix asphalt at ESD #8 Station 2 in Briggs; and

WHEREAS, Burnet County recognizes that the citizens for the ESD #8 contribute property tax funds yearly to fund the County budget, including to the Road and Bridge Fund; and

WHEREAS, ESD #8 and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply hot mix asphalt at ESD #8 Station #2, and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, ESD #8 and Burnet County agree as follows:

Services to be Performed

ESD #8 agrees to engage Burnet County to utilize County manpower and equipment to apply hot mix asphalt at ESD #8 Station 2, and setting a limit of \$15,000, by Burnet County to ESD #8, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the 22nd day of April, 2025. This contract expires at midnight on September 30, 2025. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

By execution of this contract ESD #8 agrees to continue providing Burnet County with traffic control help as well as debris removal on roadways during an incident. If requested, other similar compensation to Burnet County in the form of manpower and equipment on a future identified project; or providing use of ESD #8 owned facilities for the betterment of Burnet County employee health; Burnet County Voting Location(s); or as meeting facilities is made available. Both parties have agreed this is adequate compensation for the anticipated expenditures by the county for the manpower and equipment used by Burnet County in the application of hot mix asphalt at ESD #8 Station 2.

Relationship of Parties

The parties intend that Burnet County, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither Burnet County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of ESD #8 and shall not be entitled to participate in any pension or other benefits that Burnet County provides its employees.

Notice to Parties

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

Notice to ESD #8 shall be sufficient if made or addressed to the office of ESD Commissioner James Shamard. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions

Indemnification

ESD #8 agrees to promptly defend, indemnify and hold Burnet County harmless from and against any and all claims, demands, suits, causes of action, and judgment's for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of ESD #8, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

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

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

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

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

Burnet County ESD #8

Burnet County, Texas

By: _____

James Shamard - President

Date:

By: _____

Bryan Wilson – Burnet County Judge

Date:

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

Burnet County ESD #8

FOR

Application of Hot Mix Asphalt at Station #2 in Briggs

The Commissioners' Court of BURNET COUNTY, TEXAS, in compliance with §791.015 of the Texas Government Code, otherwise known as the Inter-local Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Inter-local Contract with Burnet County ESD #8, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Inter-local Cooperation Contract:

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.
2. The proposed project is for BURNET COUNTY to: __ apply Hot Mix Asphalt at Station #2 in Briggs

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

Date:

Burnet County Judge, Bryan Wilson

Attest:

County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court

Interlocal Agreement Between
Burnet County, Texas and the City of Cottonwood Shores

This Agreement is made on the 17th day of April 2025, by and between the County of Burnet a political subdivision of the State of Texas, hereinafter referred to as "Burnet County" and the "City of Cottonwood Shores", hereinafter referred to as "the City".

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

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

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

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

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

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

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

WHEREAS, the City and Burnet County, deem it to be in the best interest of both entities to enter into this Agreement relative to apply sealcoating to various city streets, and for such other and additional services as the parties may

subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, the City and Burnet County agree as follows:

Services to be Performed

The city agrees to engage Burnet County to utilize County manpower and equipment to add; 1) 12-foot wide X 26-foot road width by 4-inch high asphalt speed hump (similar to the ones in Meadowlakes; 2) drag and taper to ditches on Ridgeview Dr. 2,600-feet; and 3) drag and taper to ditches on Dogwood Lane from Brookwood north to Dogwood Drive, then westward down to Dogwood Dr. 2,250-feet to the cul-de-sac at the Nature Preserve, and setting a limit of \$15,000, by Burnet County to the City, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, canceled, or terminated earlier with thirty (30) days written notice this Agreement shall commence on the 17th day of April, 2025. This contract expires at midnight on September 30, 2026. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

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

Relationship of Parties

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

Notice to Parties

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

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

Miscellaneous Provisions

Indemnification

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

Entire Agreement

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

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

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

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

The City of Cottonwood Shores

Burnet County, Texas

By: _____
Jared Dodd, Mayor

By: _____
Bryan Wilson, Burnet County Judge

Date: _____

Date: _____

City Council
Approval Date: _____

IN THE COMMISSIONERS' COURT OF

BURNET COUNTY, TEXAS

ORDER OF APPROVAL OF INTERLOCAL COOPERATION CONTRACT WITH

the City of Cottonwood Shores

FOR

Chip and seal asphalt to various city streets

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

1. This approval is separate and distinct from the Inter-local Cooperation Contract itself.
2. The proposed project is for BURNET COUNTY to: Construct a speed hump, and drag and taper ditches on three streets within Cottonwood Shores.
3. N/A

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

Date:

County Judge, Bryan Wilson

Attest:

County Clerk, Vicinta Stafford

Ex officio clerk of the Burnet County Commissioners' Court

Ewald Kubota



Model	Equipment Description	Sale Price
AP-EA35-03	LandPride Hydraulic Posthole Digger for Excavator	\$3,923.00
317-095A	LandPride 9" Dirt Auger	\$670.00
317-263A	LandPride 9" Rock Auger	\$1,683.00
Ewald Discount	SOURCEWELL DISCOUNT	(\$1,569.00)
Total Equipment Price:		\$4,707.00

Additional Options	
set up fee	\$255 00
Trailer	

Trailer Taxes and Fees:

0 ☐		☐ 0	
Trade Description	Value	Less Lien	Allowance

Please read: Prices on this sales quote are an estimate and are subject to change. Final pricing and applicable programs will be established at Delivery. Order cancellation and refund of any deposits are available in the event of a price increase between the date of the quote and the date of delivery.

Cash		No Extd Warranty	Option 1 Warranty	Option 2 Warranty
Rate	Mo.			



Insurance on
Term Selected:

Month:	\$0.00
Year:	\$0.00
Total:	\$0.00

Total Sale Price	\$4,962.00
Trade Allowance	\$0.00
Subtotal	\$4,962.00
Sales Tax 6.25%	\$0.00
TERP Tax	\$0.00
Heavy Equipment Tax	\$0.00
Prep/UCC/Doc/Title Fee	\$0.00
Delivery	\$0.00
Total Net Sale Price	\$4,962.00
Down Payment	
Insurance (<i>total over term</i>)	\$0.00
Total	\$4,962.00

Quote Valid Until:

April 30, 2025

Quote valid on current inventory only.

Acceptance

Subject to credit approval. Payments quoted are approximate. Finance rates are subject to change without notice. Additional \$5.00 doc fee for terms beyond 60 months. Kubota Credit requires proof of insurance on all contracts.



CONTRACT PRICING
WORKSHEET



Submission #	7300
Date Prep:	4/8/2025

This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.
Quote MUST accompany Purchase Order and MUST be issued to the selling DEALER.

Buying Agency:	Burnet County	Contractor:	Ewald Kubota (Marble Falls)
Contact Person:	Joe Don Dockery	Contact Person:	Steve Rogers
Phone:	512 755-9898	Phone:	830-798-8800
NAPA Member #:	117799		
Email:	commissionerpct4@burnetcountytexas.org	Email:	steve.r@ewaldkubota.com

Product Code:	AP-EA35-03	Description:	AP-EA35 SERIES EXCAVATOR AUGER
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A. Product Item Base Unit Price Per Contractor's Sourcewell Contract (Contract # 062117-LPI): (ON-LOT \$# 1169385K) \$1,264.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
21 - ASY, 54" HOSE KIT	\$370.00		
31 - ASM, EA35 CRADLE	\$196.00		
36 - ASY, 35 GBOX/MOTOR 2 HEX	\$2,093.00		
		Subtotal from additional sheet(s):	
		Subtotal B:	\$ 2,659.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1 X 317-095A (9" Double Flight Auger)	\$670.00		
1 X 317-263A (9" Hex Rock Auger)	\$1,683.00		
		Subtotal from additional sheet(s):	
		Subtotal C:	\$ 2,353.00

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X	Subtotal of A+B+C:	6,276	=	Subtotal D:	\$ 6,276.00
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E. Other Charges, Trade Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
Freight (GP)	\$0.00		
Set-up	\$255.00		
Delivery:	\$0.00		
		f. Total Purchase Price (D+E):	Subtotal E: \$ 255.00
			Discount Percentage: 25.00%
			Discount Total: \$ 1,569.00

F. Total Purchase Price (D+E): \$ 4,962.00



PRICING QUOTE-SHEET FOR STANDARD
EQUIPMENT PURCHASES



The following details shall be provided with any BuyBoard purchase order (Email Order to josh@amcotx.com)

BuyBoard Vendor: Anderson Machinery Company
[Address P.O. to:] PO BOX 200380
San Antonio TX 78220

Prepared By: Joshua Smith
Vendor Phone: 210-661-2366
Vendor Fax: 210-661-4971
Vendor Toll Free: _____
Date Prepared: 4/10/2025

Government Agency: Burnet County
[Ship to:] Anderson Machinery - Manor TX
12711 Hwy 290 East Austin TX 78653

Gov. Agency: Burnet County
[Bill to:] Burnet County
PO BOX 1369 Burnet TX 78611

Contacts Name: _____ Gov. Agn. Phone No: _____

G. A. Fax No: _____

Product Description: AMCO Parts/Attachments

I: BuyBoard Contract #685-22, Effective till Nov. 30th 2025 Price List: 2% Base Price \$ -

II: Base Bid Options: (Itemize Below)

* Belltec H300 Auger	\$ 2,995.00	*	
* Hoses	\$ 245.00	*	
* Coupler	\$ 1,135.00	*	
* 9" Rock Bit	\$ 1,365.00	*	
		*	
PRICES DON'T INCLUDE INSTALL		*	
		*	
		*	
		*	
		*	
Subtotal	\$ 5,740.00	Subtotal	\$ -

Contract List Price Total \$ 5,740.00

III: Subtotal of I + II => \$ 5,740.00

IV: Discount: 2% BuyBoard Contract Price: \$ 5,625.20

V: Non-Base Options (Itemize below) NON-BASE = 11.56% %

* FREIGHT TO DEALER	\$ 650.00	*	
* FOB AMCO Austin		*	
		*	
		*	
		*	
Subtotal	\$ 650.00	Subtotal	\$ -

VI Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) \$ 650.00

VII: Total of IV + VI \$ 6,275.20

VIII: Quantity Ordered Units: 1 x "E" \$ 6,275.20

IX: Trade-in or other Credit(s) _____

X: **TOTAL PURCHASE PRICE INCLUDING VIII + IX** **\$ 6,275.20**

- * Warranty Terms: Standard Manufacture Warranty, (travel time & mileage not included)
(Terms & Conditions provided & based on Belltec Manufacturing)
- * Quote Good Till: 5/31/2025
- * Availability: 30-45 days, subject to change



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660

Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:

BURNET CTY PRECINCT BARN 4
110 RODEO DR
MARBLE FALLS, TX, 78654
BURNET

Investment Proposal Date:

4/9/2025

Pricing Valid Until:

4/23/2025

Deal Number:

1886959

Customer Account#:

2242201

Sales Professional:

Jack Hicks

Phone:

(512) 272-4141

Fax:

Email:

jhicks@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2025 BLUE DIAMOND ATTACHMENTS EX3 AUGER SYSTEM	\$3,843.54
			Freight in FREIGHT IN	\$427.81
1	TBD TBD	0	New 2025 BLUE DIAMOND ATTACHMENTS 800045-QUICK COUPLER KIT	\$1,242.27
1	TBD TBD	0	New 2025 BLUE DIAMOND ATTACHMENTS 105215 10" DIRT BIT	\$999.60
1	TBD TBD	0	New 2025 BLUE DIAMOND ATTACHMENTS 105330 12" ROCK BIT	\$2,053.33
Equipment Subtotal:				\$8,566.55

Purchase Order Totals

Balance:	\$8,566.55
TX STATE TAX:	\$535.41
TX SPECIAL TAX:	\$171.33
Sales Tax Total:	\$706.74
HEI:	\$11.00
TERP:	\$128.49
Sub Total:	\$9,412.78
Cash with Order:	\$0.00
Balance Due:	\$9,412.78

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2025 BLUE DIAMOND ATTACHMENTS EX3 AUGER SYSTEM	EXC<6MATT 305712-EX AUGER SYSTEM EXTREME DUTY SERIES 2 MODEL EX3
1	TBD	2025 BLUE DIAMOND ATTACHMENTS 800045-QUICK COUPLER KIT	EXC<6MATT KUBOTA KX040-4 QUICK COUPLER MOUNT ON FLAT PLAT
1	TBD	2025 BLUE DIAMOND ATTACHMENTS 105215 10" DIRT BIT	EXC<6MATT 105215 AUGER BIT HD W/CAST HEAD 10" DIAMETER 2" HEX COLLAR
1	TBD	2025 BLUE DIAMOND ATTACHMENTS 105330 12" ROCK BIT	EXC<6MATT 105330 AUGER ROCK BIT 12" DIAMETER 2" HEX COLLAR