BURNET COUNTY COMMISSIONERS COURT

Jim Luther. Jr	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

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

REGULAR SESSION MEETING DATE: Tuesday, JUNE 10, 2025
MEETING TIME: 9:00 a.m. or as soon as the LPPF public hearing scheduled for 9:00 a.m. on 6/10/2025 has concluded
MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

AMENDED AGENDA

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. Recognition of Oakalla Librarian Tricia Pratt. (Beierle)

   Attachments
   Tricia Pratt- Dedication

5. Recognition of LA Care for 40 years of service to Burnet County. (Luther)

6. Discuss, consider, and take appropriate action regarding the reappointment of the Burnet County Representative, Griff Morris, to the Texas Housing Foundation board. (Wilson)

7. Discuss, consider, and take appropriate action regarding allowing the Burnet County Jail to be able to hire the new Lieutenant at a pay scale higher than Step 3 but not to exceed Step 6. (Wilson)

8. Discuss, consider, and take appropriate action regarding the approval of Bond for Kelley Glaeser, Interim County Auditor. (Wilson)

9. Discuss, consider, and take appropriate action regarding approval of the Treasurer's Monthly Report - April 2025. (Wilson)

   Attachments
   Treasurer's Monthly Report - April 2025

10. Discuss, consider, and take appropriate action regarding damages to the private road by Burnet County due to error in the County road map. Potential action to include the possibility of approving repairs to

damaged private property by Burnet County. (Beierle).

11. Discuss, consider, and take appropriate action regarding the donation of land of approximately 0.5 acres located at Loop 308 and identified as BAC ID#6114 by Mr. Ray Bizzell to Burnet County. Said property location is adjacent to the Briggs Community Center, owned by Burnet County. Approval of the donation will thereafter require the need to survey the property to be obtained by Burnet County in order to prepare a deed. Approval of the donation shall also need to grant authority to the Burnet County Judge to sign the deed documents once prepared.(Beierle)

12. Discuss, consider, and take appropriate action regarding quotes for a new vibratory, smooth drum roller to be purchased out of the 2022 Tax Notes. (Dockery)

    Attachments
    Bomag Quote
    Dynapac Quote
    Sakai Quote

13. Discuss, consider, and take appropriate action regarding Assignment of Easement and Assumption Agreement for CR Resort Austin LLC property, a .049 acre tract of land situated at the Maria Catalina Salinas Survey Number 15. (Dockery)

    Attachments
    Assignment of Easement and Assumption Agreement

14. Discuss, consider, and take appropriate action on the Recommendation Letter to award bid to CR 410 Paving Project to D.I.J. Construction in an amount not to exceed $234,402.58. (Dockery)

    Attachments
    Recommendation Letter

15. Discuss, consider, and take appropriate action regarding a variance from the Burnet County Subdivision Regulations by David and Mairie Mallard for a 2 acre tract out of a 137 acre tract identified as BCAD parcel #49416 located at 1304 CR 258. (Beierle)

    Attachments
    Mallard Variance

16. Discuss, consider, and take appropriate action on a preliminary plat approval for Brinegar Subdivision, a private subdivision consisting of 1 lot on 1.238 acres out of the Smith Bailey Survey No. 101, Abstract No. 56, located in the 200 block of Shoals Parkway. (Luther)

    Attachments
    Brinegar Subdivision

17. Discuss, consider, and take appropriate action on the release of Subdivision Maintenance Bond #4407231 for Brushy Mountain Subdivision. (Luther)

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

    Attachments
    Line Item Transfers

19. Discuss, consider, and take appropriate action regarding Departmenal asset transfers. (Wilson)

Attachments
Asset Transfers

20. Discuss, consider, and take appropriate action regarding the budget adjustment. (Wilson)

Attachments
Budget Adj

21. Discuss, consider, and take appropriate action for the authorization of claims previously approved by the County Auditor. (Wilson)

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

1. Ritz & Associates PA to perform arbitrage rebate calculations for the Series 2022 Notes for period 7/14/2022 through 5/31/2025 in an amount not to exceed $3,000.00;
2. Work Order No. 25-308B with K.C. Engineering, Inc. to provide a complete set of construction plans and specifications for work on CR 120 from RM 1431 to CR 123 in an amount not to exceed $33,150.00;
3. Work Order No. 25-310 with K.C. Engineering, Inc. to provide a complete set of construction plans and specifications for work on CR 207 at the intersection of RM 963 in an amount not to exceed $34,220.00 (Beierle);
4. LEVY Architects, PLLC approval for additional services for the design and documentation of the Commissioners Court on Level 2;
5. Contract with Defense Logistics Agency for Law Enforcement Support (LESO) for Constable Precinct 1;
6. Contract with Defense Logistics Agency for Law Enforcement Support (LESO) for Constable Precinct 2;
7. A ratified contract with KONE for elevator maintenance that was previously approved in Commissioner Court on April 22, 2025;
8. The 2025-2026 Renewal Notice and Benefit Confirmation from the Texas Association of Counties Health and Employee Benefits Pool.;
9. Approval of the $850.00 sponsorship from Indulge for the Taste of Highland Lakes event; and
10. Approval of the $1,000.00 sponsorship from Local Boat Partners for the Battle of the Colorado event.

Attachments
Ritz & Associates Arbitrage Rebate
Work Order Request No. 25-308B
Work Order Request No 25-310
LEVY Architects Add Ser Auth
LESO Constable Pct 1
LESO Constable Pct 2
KONE CONTRACT ACKNOWLEDGMENT
Burnet County_PY2026 Renewal Packet
Taste of Highland Lakes Sponsorship 2025
Battle of Colorado Sponsorship 2025

23. Discuss, consider, and take appropriate action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings: (Wilson)

1. Approval to go out for bid on the Burnet County Jail Roof Repairs.
2. Approval to go out for bid on the installation of an elevator at 127 E Jackson.

24. Acknowledgment of Receipt: (Wilson)

    1. Fully executed Memorandum of Understanding Between Burnet County and Opportunities for Williamson and Burnet Counties Which Administers the Head Start Program for the Use of Office Space Owned by Burnet County;
    2. Donation from Friends of the Herman Brown Free Library in the amount of $10,000 to be used for HBFL only;
    3. PEC Notice of Utility Service Connections;
    4. Marble Falls Area EMS Report;
    5. Burnet County Emergency Services District No. 6 Financial Statements for the Year Ended September 30, 2024;
    6. Oncor Electric Delivery Company LLC's and LCRA Transmission Services Corporation's proposed Bell County East Switch (Oncor) - Big Hill Switch (LCRA TSC) 765 kV transmission live project.

    Attachments
    Memorandum
    Marble Falls Area EMS Update
    Emergency Services District 6 2024 End of Year Financial Statements
    PEC Burnet County Letter
    PEC Burnet County Report
    Oncor and LCRA Proposed Transmission Live Project

25. Discuss, consider, and take appropriate action regarding the proposed Amended FY2025-2026 Budget Calendar. (Wilson)

    Attachments
    FY25-26 Proposed Budget Calendar

26. Calendar Review.

27. Discuss, consider, and take action on whether to provide a 'no objection' response from Burnet County on the US Fish and Wildlife Service purchase of land to add to the Balcones Canyonlands National Wildlife Refuge. (Wilson)

    Attachments
    US Fish and Wildlife Letter

28. Discuss, consider, and take appropriate action regarding the new Information Technology (IT) Director position by adding the position to existing grade 76 and authorizing the county judge to fill the position up to step 7. (Wilson)

29. Adjournment

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

Posted by 5:00 o'clock P.M. on the 6th day of June, 2025
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

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CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 4.

Meeting Date: 06/10/2025

Subject

Recognition of Oakalla Librarian Tricia Pratt. (Beierle)

Attachments

Tricia Pratt- Dedication

BERTRAM
LIBRARY

JOANN COLE MITTE MEMORIAL LIBRARY

Trish was a wonderful force at Oakalla Library and its community. I highly praise her dedication, impact, and love for the library, people and community. Her love, positive attitude, and professionalism contributed to the library's success. She was easy and fun to work with. As well as creative with programs, projects and fundraisers.

- Ann Brock (previous Bertram Library Director).

Trish loved the Oakalla library and especially its community. She was very dedicated in seeing it succeed and serve the local patrons. She spent countless hours planning programs and events for the library that were engaging and informative. Her expertise with gardening and homesteading was especially favored by her library patrons. I enjoyed my time working with Trish and wish her the best on her next adventures.

- Mary Seaman (current Bertram Library Director)

Regular Session 9.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding approval of the Treasurer's Monthly Report - April 2025. (Wilson)

Attachments

Treasurer's Monthly Report - April 2025

AFFIDAVIT

I, Karrie Crownover, Treasurer, CIO, in and for the County of Burnet, State of Texas, do present the foregoing Monthly Report to be a true and correct statement, to the best of my knowledge, of all accounts under the control of the Burnet County Treasurer for APRIL, 2025. Any reconciling items not available to me at time of commissioners court meeting will be noted on the next month's report.

____
Karrie Crownover, Treasurer

Beginning Cash and Investments Balance	$83,120,341.55	
Cash Receipts	$3,525,515.78	
Allocated Int Earned	$52,130.98	**Combined Int**
Interest Earned	$244,657.73	**$296,788.71**
Cash Disbursements	-$5,585,116.57	
Month Ending Cash and Investments Balance	$81,305,398.49	

For County purposes all contributions are hereby accepted LGC {81.302}
April 2025 contributions received:
Reserve Donations to: VetRides $6,487.84
Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy, and based upon presentations of the Treasurer's Office, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}
On this 27th day of May, 2025.

In addition, the below signatures affirm that the Treasurers' Report complies with statutes as referenced. {LGC 114.026(d)}

____
Bryan Wilson, County Judge

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Jim Luther Jr., Commissioner Pct. 1

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Damon Beierle, Commissioner Pct. 2

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Chad Collier, Commissioner Pct. 3

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Joe Don Dockery, Commissioner Pct. 4

ATTEST:

____
Kelley Glaeser, Interim-Auditor

____
Vicinta Stafford, County Clerk

*NOTE: For a complete copy of the monthly report contact the Burnet County Treasurer's office at 512-756-5498

TOTAL CASH AND INVESTMENTS APRIL 2025

Fund		Beg Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
HCNB								
050-1030-5000	APCA	$57,903.61	$6,122.21	$5,352,920.35	-$4,904,862.40	$5,487.21	$512,083.77	$512,083.77
	DA-SZ	$110,135.71		$4,430.16	-$4,000.00	$430.16	$110,565.87	$110,565.87
	BOND	$108,863.30		$12,000.00	-$5,500.00	$0.00	$115,363.30	$115,363.30
	JP CASH BOND ACCT	$500.00		$0.00	$0.00	$0.00	$500.00	$500.00
	HISTORICAL COMM	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	JCA-Jury Clearing Acct	$3.77		$8,859.99	-$8,850.00	$9.99	$13.76	$13.76
	SEARCH/COPIES	$0.00		$0.00	$0.00	$0.01	$0.00	$0.00
050-1030-1000	GEN POOLED CASH	$15,750,861.10	$52,989.25	$3,196,492.19	-$5,982,333.90	$45,441.83	$13,018,008.64	$13,018,008.64
	FUNDS DETAIL EXHIBIT 'A'							
	County Clerk Clearing Acct	$62,829.37		$55,164.91	-$62,829.37	$192.46	$55,164.91	$55,164.91
	District Clerk Clearing Acct	$75,888.54		$62,587.89	-$75,888.54	$195.13	$62,587.89	$62,587.89
	JP1 Clearing Acct	$10,715.55		$9,336.90	-$10,715.55	$31.94	$9,336.90	$9,336.90
	JP2 Clearing Acct	$30,878.44		$29,146.47	-$30,878.44	$99.75	$29,146.47	$29,146.47
	JP3 Clearing Acct	$13,225.48		$7,900.11	-$13,225.48	$35.56	$7,900.11	$7,900.11
	JP4 Clearing Acct	$28,759.24		$15,098.29	-$28,759.24	$70.79	$15,098.29	$15,098.29
	Treasurer Clearing Acct	$19,929.37		$46,368.09	-$19,929.37	$136.15	$46,368.09	$46,368.09
	TOTAL CASH	**$16,270,493.48**	**$59,111.46**	**$8,800,305.35**	**-$11,147,772.29**	**$52,130.98**	**$13,982,138.00**	**$13,982,138.00**
C.D. Investments								
All In FCU	CD-Gen Pooled Cash	$248,741.96		$0.00	-$821.46	$794.96	$248,715.46	$248,715.46
Ally Bk Sandy	CD-Gen Pooled Cash	$0.00		$245,000.00	$0.00	$247.68	$245,247.68	$245,247.68
Highmark FCU	CD-Gen Pooled Cash	$245,195.33		$0.00	-$1,009.20	$976.64	$245,162.77	$245,162.77
MI Bk Bloomfi	CD-Gen Pooled Cash	$248,527.93		$0.00	-$779.33	$754.19	$248,502.79	$248,502.79
Everbank NA	CD-Gen Pooled Cash	$253,107.15		$0.00	-$254,070.71	$963.56	$0.00	$0.00
First Freedom	CD-Gen Pooled Cash	$245,031.55		$0.00	-$946.44	$946.44	$245,031.55	$245,031.55
Old National B	CD-Gen Pooled Cash	$245,313.80		$0.00	$0.00	$855.82	$246,169.62	$246,169.62
US Bank NA	CD-Gen Pooled Cash	$0.00		$245,000.00	$0.00	$429.59	$245,429.59	$245,429.59
Morton Comm	CD-Gen Pooled Cash	$248,684.89		$0.00	-$758.27	$733.81	$248,660.43	$248,660.43
Wells Fargo B	CD-Gen Pooled Cash	$245,380.25		$0.00	-$1,071.62	$1,037.05	$245,345.68	$245,345.68
Western Allian	CD-Gen Pooled Cash	$256,241.47		$0.00	$0.00	$1,057.19	$257,298.66	$257,298.66
First Natl Bk L	CD-Gen Pooled Cash	$249,195.84		$0.00	$0.00	$815.34	$250,011.18	$250,011.18
Flagstar Bk Na	CD-Gen Pooled Cash	$245,898.78		$0.00	$0.00	$1,037.06	$246,935.84	$246,935.84
Peoples Savin	CD-Gen Pooled Cash	$245,863.88		$0.00	-$1,030.01	$996.78	$245,830.65	$245,830.65
Peoples SEC I	CD-Gen Pooled Cash	$245,313.80		$0.00	$0.00	$855.82	$246,169.62	$246,169.62
Legacy Bank	CD-Gen Pooled Cash	$248,684.89		$0.00	-$758.27	$733.81	$248,660.43	$248,660.43
Treasury								
		$3,471,181.52		**$490,000.00**	**-$261,245.31**	**$13,235.74**	**$3,713,171.95**	
TEXPOOL								
	PRESERVATION	$1,098.83		$0.00	$0.00	$3.90	$1,102.73	$1,102.73
	RECORDS ARCHIVES	$68,204.17		$0.00	$0.00	$243.04	$68,447.21	$68,447.21
	ROAD & BRIDGE	$1,258,831.95		$0.00	$0.00	$4,485.80	$1,263,317.75	$1,263,317.75
	HOTEL/MOTEL	$744.05		$0.00	$0.00	$2.70	$746.75	$746.75
	DEBT SERVICE	$1,257,745.04		$0.00	$0.00	$4,481.92	$1,262,226.96	$1,262,226.96
	TOTAL TEXPOOL	**$2,586,624.04**		**$0.00**	**$0.00**	**$9,217.36**	**$2,595,841.40**	
LOGIC	HOTEL/MOTEL	$1,273,908.40		$0.00	$0.00	$4,660.59	$1,278,568.99	$1,278,568.99
	RECORDS ARCHIVES	$69,987.03		$0.00	$0.00	$256.04	$70,243.07	$70,243.07
	ROAD & BRIDGE	$3,815,238.59		$0.00	$0.00	$13,958.04	$3,829,196.63	$3,829,196.63
	GENERAL	$16,508,625.97		$0.00	$0.00	$60,396.82	$16,569,022.79	$16,569,022.79
	DEBT SERVICE	$1,062,574.10		$0.00	$0.00	$3,887.43	$1,066,461.53	$1,066,461.53
	TN2024	$4,915,878.21		$0.00	$0.00	$17,984.73	$4,933,862.94	$4,933,862.94
	TOTAL LOGIC	**$27,646,212.30**		**$0.00**	**$0.00**	**$101,143.65**	**$27,747,355.95**	
TXCLASS	TN2020	$1,734,553.72		$0.00	$0.00	$6,335.23	$1,740,888.95	$1,740,888.95
	ROAD & BRIDGE	$1,897,927.66		$0.00	$0.00	$6,931.93	$1,904,859.59	$1,904,859.59
	GENERAL	$16,567,057.09		$0.00	$0.00	$60,509.10	$16,627,566.19	$16,627,566.19
	CARES 2021	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	TN2022	$1,744,935.52		$0.00	$0.00	$6,373.16	$1,751,308.68	$1,751,308.68
	DEBT SERVICE	$716,542.88		$0.00	$0.00	$2,617.10	$719,159.98	$719,159.98
	REST/DEDICATED FUNDS	$7,670,990.69		$0.00	$0.00	$28,017.33	$7,699,008.02	$7,699,008.02
	TN2023	$2,813,822.65		$0.00	$0.00	$10,277.13	$2,824,099.78	$2,824,099.78
	TOTAL TXCLASS	**$33,145,830.21**		**$0.00**	**$0.00**	**$121,060.98**	**$33,266,891.19**	
	TOTAL INVESTMENTS	**$66,849,848.07**	**$0.00**	**$490,000.00**	**-$261,245.31**	**$244,657.73**	**$67,323,260.49**	$67,323,260.49
TOTAL CASH		$16,270,493.48	$59,111.46	$8,800,305.35	-$11,147,772.29	$52,130.98	$13,982,138.00	$13,982,138.00
LESS FUND TRANSFERS				-$5,595,146.34	$5,595,146.34			$0.00
LESS INVEST TRANSFERS				-$228,754.69	$228,754.69			
INVESTMENTS		$66,849,848.07	$0.00	$490,000.00	-$261,245.31	$244,657.73	$67,323,260.49	$67,323,260.49
TOTAL CASH & INVESTMENTS		**$83,120,341.55**	**$59,111.46**	**$3,466,404.32**	**-$5,585,116.57**	**$244,657.73**	**$81,305,398.49**	**$81,305,398.49**

	6 Month T-Bill	TexPool	Logic	TX Class	HCNB
% Rate for Month	4.19%	4.33%	4.45%	4.44%	4.07%

EXHIBIT 'A' -- POOLED CASH
APRIL 2025

Fund	POOLED CASH ACC	adjusted prev mo	Begining Balance	Current Activity	End Balance		
05-103-100	GEN POOLED CASH				$13,018,008.64		
05-103-500	PCA/APCA POOLED CASH				$512,083.77		
TOTAL CASH IN BANK POOLED CASH					$13,530,092.41		
100	GENERAL	-$59,055.61	$7,685,032.85	-$864,009.02	$6,761,968.22	$6,761,968.22	$0.00
110	CATTY CHCK COLL	-$134.50	$1,867.10	-$1,069.00	$663.60	$663.60	$0.00
120	D.A. SPECIAL		-$8,763.90	$0.00	-$8,763.90	-$8,763.90	$0.00
122			$15,741.26	$1,950.00	$17,691.26	$17,691.26	$0.00
140	ECONOMICAL DEV	$3,189.43	$185,242.16	$29,566.18	$217,997.77	$217,997.77	$0.00
150	LAW LIBRARY	$3,976.00	$178,437.30	-$940.37	$181,472.93	$181,472.93	$0.00
160	WESTERN CTY TWR		$624,955.89	-$4,454.82	$620,501.07	$620,501.07	$0.00
170	IHC	$192.29	$446,972.61	-$5,696.86	$441,468.04	$441,468.04	$0.00
180	RESTRICTED	$7,530.52	$1,989,164.17	-$17,054.08	$1,979,640.61	$1,979,640.61	$0.00
190	BCSO CHPTR 59	$982.80	$75,010.99	-$27,463.95	$48,529.84	$48,529.84	$0.00
200	LIB	$788.20	$0.00	-$89,782.84	-$88,994.64	-$88,994.64	$0.00
201	HBL DONATIONS		-$1,498.82	$0.00	-$1,498.82	-$1,498.82	$0.00
202			$20,399.77	-$1,959.57	$18,440.20	$18,440.20	$0.00
210	HISTORICAL COMM	$2,379.90	$172,097.47	$325.00	$174,802.37	$174,802.37	$0.00
211	LOCAL YOUTH DIVERSION		$0.00	$0.00	$0.00	$0.00	$0.00
221	COUNTY REC MGM	$66.36	$2,496.76	$0.00	$2,563.12	$2,563.12	$0.00
222	CCLK RECORDS	$32,387.67	$443,580.83	-$67,869.89	$408,098.61	$408,098.61	$0.00
223	DCLK RECORDS	$6,559.40	$227,619.04	$0.00	$234,178.44	$234,178.44	$0.00
230	TECHNOLOGY FND	$1,226.83	$54,128.27	-$2,533.86	$52,821.24	$52,821.24	$0.00
270	IMHS		-$350,731.39	-$278,613.60	-$629,344.99	-$629,344.99	$0.00
281			$0.00	$0.00	$0.00	$0.00	$0.00
290	GRANTS		-$177,328.00	-$28,163.53	-$205,491.53	-$205,491.53	$0.00
291	GRANTS-HATTF		$74,684.36	-$16,140.13	$58,544.23	$58,544.23	$0.00
292	GRANTS-SEX OFFNDR REG		$0.00	$0.00	$0.00	$0.00	$0.00
293	ELECTIONS GRANT		$0.00	$0.00	$0.00	$0.00	$0.00
294	COVID REIMB		$0.00	$0.00	$0.00	$0.00	$0.00
295	ARPA		$396,269.39	-$141,121.62	$255,147.77	$255,147.77	$0.00
296	SB22-SHERIFF	$3,011.45	$225,892.66	-$55,719.11	$173,185.00	$173,185.00	$0.00
297	SB22 COUNTY ATT	$1,328.43	$93,261.96	-$13,271.02	$81,319.37	$81,319.37	$0.00
298	SB22 DISTRICT AT	$2,285.95	$164,520.53	-$16,578.05	$150,228.43	$150,228.43	$0.00
299	TIDC-ADD'L MH SO		-$50,959.13	-$7,076.59	-$58,035.72	-$58,035.72	$0.00
300	ROAD & BRIDGE	$15,656.20	$963,516.80	$244,776.91	$1,223,949.91	$1,223,949.91	$0.00
310	R&B PCT #1		-$4,290.03	-$91,645.82	-$95,935.85	-$95,935.85	$0.00
320	R&B PCT #2		-$1,968.18	-$63,334.87	-$65,303.05	-$65,303.05	$0.00
330	R&B PCT #3		-$494.38	-$125,559.58	-$126,053.96	-$126,053.96	$0.00
340	R&B PCT #4		-$1,211.36	-$95,148.99	-$96,360.35	-$96,360.35	$0.00
501	2018 FLOOD RCVRY		$33,669.68	$0.00	$33,669.68	$33,669.68	$0.00
504	CHS	$3,947.53	$259,200.00	-$67,845.64	$195,301.89	$195,301.89	$0.00
505	JAIL COMM	$5,000.36	$410,324.76	-$87,348.24	$327,976.88	$327,976.88	$0.00
510	BLOOD DRAW PRG	$1,866.49	$44,990.16	-$675.00	$46,181.65	$46,181.65	$0.00
514	LEOSE TRNG		$53,802.22	$405.91	$54,208.13	$54,208.13	$0.00
600	DS	-$26,166.84	$203,314.56	$142,545.96	$319,693.68	$319,693.68	$0.00
700	CAP PRJCTS		$0.00	$0.00	$0.00	$0.00	$0.00
710	CAP PRJCTS FACILITY IMPRVMNT		$122,291.75	$0.00	$122,291.75	$122,291.75	$0.00
719	CAP PRJCTS 2019	$6,965.79	$533,922.83	$0.00	$540,888.62	$540,888.62	$0.00
720	TN2020	$3,619.29	$319,540.17	$4,030.10	$327,189.56	$327,189.56	$0.00
722	TN2022		$232,011.92	$0.00	$232,011.92	$232,011.92	$0.00
723	TN2023		$326,693.94	-$14,628.00	$312,065.94	$312,065.94	$0.00
724	TN2024		$77,290.22	-$924,460.41	-$847,170.19	-$847,170.19	$0.00
850	HRA		$8,752.55	-$2,843.38	$5,909.17	$5,909.17	$0.00
880	T&A	$41,507.52	$172,307.42	-$87,037.46	$126,777.48	$126,777.48	$0.00
881	CASH BONDS/SUBD		$500.00	$0.00	$500.00	$500.00	$0.00
990	PAYROLL		-$433,494.45	$438,661.48	$5,167.03	$5,167.03	$0.00
		$59,111.46	$15,808,764.71	-$2,337,783.76	$13,530,092.41	$13,530,092.41	$0.00
	TOTAL CLAIM ON CASH				$13,530,092.41		
	DIFFERENCE				$0.00		

Regular Session 12.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding quotes for a new vibratory, smooth drum roller to be purchased out of the 2022 Tax Notes. (Dockery)

Attachments

Bomag Quote

Dynapac Quote

Sakai Quote

BuyBoard Cooperative Purchasing

PRICING QUOTE-SHEET FOR STANDARD EQUIPMENT PURCHASES

ANDERSON MACHINERY COMPANY

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

		Prepared By:	Joshua Smith
BuyBoard Vendor:	Anderson Machinery Company	Vendor Phone:	210-661-2366
[Address P.O. to:]	PO BOX 200380	Vendor Fax:	210-661-4971
	San Antonio TX 78220	Vendor Toll Free	
		Date Prepared	5/19/2025

Government Agency:	Burnet County	Gov. Agency	Burnet County
[Ship to:]	Anderson Machinery - Manor TX	[Bill to:]	Burnet County
	12711 Hwy 290 East Austin TX 78653		PO BOX 1369 Burnet TX 78611
Contacts Name:	- Gov. Agn. Phone No: -	G. A. Fax No:	-

Product Description: One (1) NEW Bomag BW138AC-5 (9,000 lb Tandem/Combo Roller)

I:	BuyBoard Contract #685-22, Effective till Nov. 30th 2025	Price List:	NEW	Base Price	$ 95,581.00
II:	Base Bid Options: (Itemize Below)				
*	ROPS, hinged	$ 2,917.00	*		
*	Economizer	$ 3,919.00			
*	Beacon	$ 372.00	*		
*	And all standard equipment		*		
	Subtotal	$ 7,208.00	Subtotal	$ -	
		Contract List Price Total			$ 7,208.00
III:	Subtotal of I + II	=>			$ 102,789.00
IV:	Discount: 18%		BuyBoard Contract Price:		$ 84,286.98
V:	Non-Base Options	(Itemize below)	NON-BASE = 13.97%	%	
*	FREIGHT TO DEALER	$ 2,500.00	* 10% Surcharge (subject to change)	$ 8,428.70	
*	Delivery to customer	$ 850.00	*		
	Subtotal	$ 3,350.00	Subtotal	$ 8,428.70	
VI	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)				$ 11,778.70
VII:	Total of IV + VI				$ 96,065.68
VIII:	Quantity Ordered Units:	1	x "E"		$ 96,065.68
IX:	Trade-in or other Credit(s)				
X:	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**				**$ 96,065.68**

* Warranty Terms: One Year/1,000 hr Bomag Warranty, (travel time & mileage not included)
  (whichever comes first) (Terms & Condtions provided & based on Bomag)
* Quote Good Till: 6/30/2025
* Availability: **120-180 Days**

Fax all Purchase Orders to BuyBoard at (800) 211-5454

5210 N. Loop 1604 E
San Antonio, TX 78247
Ph: (210) 657-5151
Fax: (210) 657-5871

COOPER EQUIPMENT CO.

201 Commerce Blvd
Georgetown, TX 78626
Ph: (512) 930-5151
Fax: (210) 657-5871

Commissioner Joe Don Dockery
Burnet County Road & Bridge, Precinct 4
110 Rodeo Road
Marble Falls, TX

May 29, 2025
Rick Cell: 210 867 6133
Joe Don Cell: 512 715 2911
Jdockery@burnetcountytexas.org

BuyBoard Quotation / Burnet County, Pct 4 Road & Bridge Operations
Attn: Commissioner Joe Don Dockery
BuyBoard Contract # 685-22

Dynapac Combi Roller Buyboard Purchase Quotation

2024 Dynapac Combi Model CC1400CV1Asphalt Roller; Weight: 9,240 lbs.
N.American Package: Comfort Sliding Seat, Dual F&R Controls, Beacon Light, Vibe Shut Off - F&R,Spring Loaded Front dual scrapers, SprinklerTimer, Large,Water Tank, 2" Manual offset, AWC, AVC, Rear View Mirror.
Standard Features::Pressurized system, Vibration Control - Individual Drums, Air Clean Indicator, Back Up Alarm, Battery Disconnect Switch, Drum 54.3x35x0.67 in., Single Amplitude, Lockable, Instrument Panel, Parking Brake, Rubber Mounted Operation Platform, Seat Belt, Vibration both drums, Warning Lights for drums,brakes,charging, engine oil pressure,engine temperature, low fuel level, low water level, Water Reservoir - 79 Gal, Emulsion
Tank, 7 Gals, (Combi Rollers Only), 4 Work Lights - LED
Kubota V 2403 - CR Water Cooled Diesel Engine Producing 50 HP
16 gallon Fuel Tank Capacity

Total List Price	$ 97,109.00
Customer BuyBoard Discount 22%	- 21,363.98
Discounted BuyBoard Price	$ 75,745.02
Factory Freight, Dealer PDI, Manuals, Delivery & Start Up Assistance	$ 1,250.00
Customer BuyBoard Sale Amount	$ 76,995.02

Factory Warranty
One Year / 1,000 Hrs.- Parts & Labor
Delivery : In Stock
Dealer Stock No: DYN330
S/N 10000629ARA039026

Submitted by: Rick Chapman ______________ Cooper Equipment Co

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SM10-20	Date Prepared:	14-May

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Burnet County, TX	Contractor:	Sakai America
Contact Person:	HOMER WILL	Prepared By:	Linden Talley
Phone:	409-882-2242	Phone:	470-601-8006
Fax:		Fax:	
Email:	pct4rb@burnetcountytexas.org	Email:	hgac@sakaiamerica.com

Product Code:	SM20435C	Description:	Sakai TW504 - 51" single-drum, smooth, rear pneumatic tire, 3.9 ton

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$ 66,292.00

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
		2 weeks	
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$

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
ROPS Canopy (Sunshade mounted to existing ROPS)	$781		
Ext Warranty 5yr/3000hr Premier (Full)	$1,010		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 1,791.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	3%

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:	$ 68,083.00	=	Subtotal D: $ 68,083.00

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight inbound (Sakai to Dealer)	$ 1,900.00		
Freight outbound (Dealer to End-User)	$500		
PDI / Other	$900		
		Subtotal E:	$ 3,300.00

Delivery Date:	**TBD**	**F. Total Purchase Price (D+E):**	$ 71,383.00

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 13.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding Assignment of Easement and Assumption Agreement for CR Resort Austin LLC property, a .049 acre tract of land situated at the Maria Catalina Salinas Survey Number 15. (Dockery)

Attachments

Assignment of Easement and Assumption Agreement

ASSIGNMENT OF EASEMENT AND ASSUMPTION AGREEMENT

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
BURNET COUNTY	§	
	§	

This **Assignment of Easement and Assumption Agreement** ("Agreement") is made by and between CR Resort Austin LLC ("Assignor") whose address is 111 East 5th Street, Suite 400, Fort Worth, TX 76102 and Burnet County ("Assignee") with the approval of the original Grantor of the easement, the Emily and Stephen Dillinger Trust through its Co-Trustees Stephen Joseph Dillinger and Emily Pittman Dillinger ("Grantor") whose address is 803 CR 407, Spicewood, TX 78699. Assignor, Assignee, and Grantor are hereby collectively identified as the "Parties."

On May 28, 2024, Grantor granted the **Permanent Drainage and Temporary Construction Easement** to Assignor in this Agreement, CR Resort Austin LLC. Said easement is filed and recorded as Document No. 202406708 in the Official Public Records of Burnet County, Texas (Easement). The main purpose of said Easement was to construct, reconstruct and perpetually maintain and repair drainage infrastructure, along with the right to make connections and such other construction and improvements incidental to the construction, maintenance, operation and repair of drainage infrastructure. The Easement area consists of:

> A 0.049-acre tract of land, situated in the Maria Catalina Salinas Survey Number 15, Abstract Number 775, County of Burnet, State of Texas, and being more specifically described in the EXHIBIT A of the **Permanent Drainage and Temporary Construction Easement**.

Said **Permanent Drainage and Temporary Construction Easement**, recorded as Document 202406708 is herby incorporated into this Agreement as if worded verbatim along with all of its attachments.

Parties acknowledge that CR Resort Austin LLC has completed all construction of drainage infrastructure within the easement. The temporary construction easement portion has lapsed but the permanent drainage easement remains. Assignor CR Resort Austin LLC herby assigns and Burnet County agrees to assume all interests, obligations and liabilities to the surviving portion of said **Permanent Drainage and Temporary Construction Easement**. Assignee accepts this assignment, the easement rights, the easement instruments, the easement area, and any and all improvements and facilities located thereon, in their present condition and on an "as is" basis.

Said Agreement is herby acknowledged and approved by Grantor Emily and Stephen Dillinger Trust through its Co-Trustees Stephen Joseph Dillinger and Emily Pittman Dillinger as evidence by signature below.

Agreed to and accepted on this 31 day of May 2025 by
Assignor:

CR Resort Austin LLC

By: Mark Rivers

Mark Rivers

Assignee:

Burnet County

By: ____________________

Hon. Bryan Wilson
Burnet County Judge

Grantor:

Emily and Stephen Dillinger Trust

By: Emily Pittman Dillinger

Emily Pittman Dillinger
Co-Trustee

BY: ____________________

Stephen Joseph Dillinger
Co-Trustee

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 14.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action on the Recommendation Letter to award bid to CR 410 Paving Project to D.I.J. Construction in an amount not to exceed $234,402.58. (Dockery)

Attachments

Recommendation Letter

KC ENGINEERING, INC.
610 Broadway • Marble Falls, Texas 78654 • Phone 830.693.5635 • Fax 830.693.9664 • www.kcengineering.com

June 4, 2025
Project Number: 25-303

Mr. Joe Don Dockery
County Commissioner
Burnet County
220 S Pierce Street
Burnet, TX 78611

RE: CR 410 Paving Project

Commissioner Dockery:

K. C. Engineering, Inc. (KCE) reviewed and tabulated one (1) bid received June 3, 2025, for the construction of the Burnet County Road 410 Paving Project. The bidder provided a bid bond and other documents, as required. The bidder's unit prices were entered into an Excel spreadsheet and the bidder's calculations were checked for accuracy.

The total bid amount received according to the Bid Summary Sheets is:

D.I.J. Construction, Inc. $234,402.58

Although there was only one bid, the bid submitted is reasonable based upon a review of bids received by the TxDOT Austin District the past year. The amount bid was substantially less than the bid prices that TxDOT has received for similar work in this area.

Based upon review of the bid received, KCE recommends that Burnet County enter into a contract with the low bidder, D.I.J. Construction, Inc., for construction of the Burnet County Road 410 Paving Project.

KCE is available to discuss this recommendation at your convenience.

Sincerely,

K.C. Engineering, Inc.
Firm Registration #:F-977

By: Greg Haley, P.E.

Greg Haley, P. E.
President

GH/
Attachment:
Bid Tabulations

BID TABULATION
FOR
BURNET COUNTY ROAD 410 PAVING PROJECT
BURNET COUNTY, TEXAS

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	BIDDER	
				D.I.J. CONSTRUCTION, INC.	
				UNIT PRICE	AMOUNT
010.16.1	SEQUENCE OF CONSTRUCTION	1	LS	$ 500.00	$ 500.00
010.16.2	FIELD ENGINEERING	1	LS	$ 500.00	$ 500.00
010.16.3	MOBILIZATION	1	LS	$ 2,000.00	$ 2,000.00
GEN. COND. ART. 5	BONDS AND INSURANCE	1	LS	$ 2,500.00	$ 2,500.00
TxDOT 316	CHIP SEAL (SEAL COAT): (ASPHALT − AC-15P) (AGGREGATE − TY-PD, GR-4, SAC B)	53,409	SY	$ 3.50	$ 186,931.50
TxDOT 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	2	LS	$ 2,500.00	$ 5,000.00
TxDOT 510	ONE-WAY TRAFFIC CONTROL	50	HR	$ 10.00	$ 500.00
TxDOT 662	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	2,240	EA	$ 0.45	$ 1,008.00
TxDOT 666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	44,614	LF	$ 0.34	$ 15,168.76
TxDOT 666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	44,638	LF	$ 0.34	$ 15,176.92
TxDOT 672	REFL PAV MRK TY II-A-A	558	EA	$ 7.00	$ 3,906.00
TxDOT 677	REMOVE EXIST REFL PAV MRKR	1,140	EA	$ 0.01	$ 11.40
SP 1000.1	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	$ 600.00	$ 1,200.00
	Total Bid (Total of items in the Amount column above):				**$ 234,402.58**

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 15.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding a variance from the Burnet County Subdivision Regulations by David and Mairie Mallard for a 2 acre tract out of a 137 acre tract identified as BCAD parcel #49416 located at 1304 CR 258. (Beierle)

Attachments

Mallard Variance

REQUEST FOR VARIANCE/EXEMPTION FROM SUBDIVISION REGULATIONS

DATE: May 8 2025

OWNER'S NAME: David + Maire Mallard
MAILING ADDRESS: 1306 CR 258
Bertram TX 78605
OWNER'S PHONE #: 512-630-5893
PROPERTY ID FROM C.A.D: 49416
(Central Appraisal District)
LEGAL DESCRIPTION: ABS A0190 Gabriel Choat Tract 3A 137 AC

REASON FOR DIVIDING PROPERTY Wanting to sell

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.

D + C. Mall
Maire B Mallard
Signature (Notarized)
David Mallard Maire Mallard
Printed Name

STATE OF TEXAS
COUNTY OF BURNET

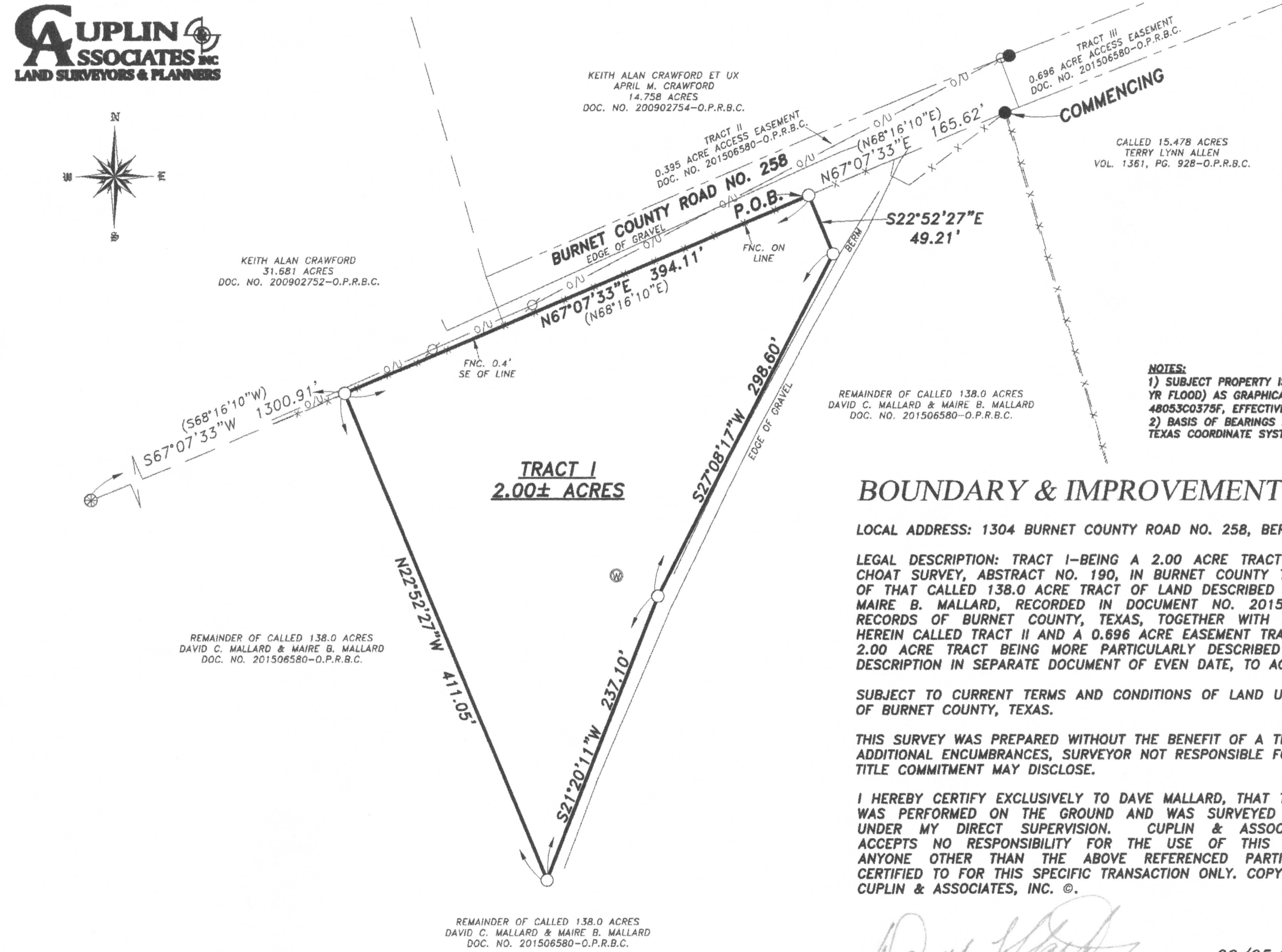
This instrument was sworn to before me on the 8th **day of** May **,20**25.

Notary Public, State of Texas

LOUIE HERNANDEZ - ID # 13437137-5
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
05-19-2027

Exemption Approval: ______________________ **Date:** ____________

Variance Approval: ______________________ **Date:** ____________



LEGEND

- ● 1/2" IRON PIN FOUND (UNLESS NOTED)
- ○ SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
- FENCE POST FOUND
- △ CALC POINT
- .../... VOLUME/PAGE
- UTILITY POLE
- —O/U— OVERHEAD UTILITY
- Ⓦ WELL
- —x— WIRE FENCE

NOTES:

1) SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0375F, EFFECTIVE 03/15/2012.

2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

BOUNDARY & IMPROVEMENT SURVEY

LOCAL ADDRESS: 1304 BURNET COUNTY ROAD NO. 258, BERTRAM, TEXAS.

LEGAL DESCRIPTION: TRACT I-BEING A 2.00 ACRE TRACT OF LAND OUT OF THE GABRIEL CHOAT SURVEY, ABSTRACT NO. 190, IN BURNET COUNTY TEXAS, FURTHER BEING A PORTION OF THAT CALLED 138.0 ACRE TRACT OF LAND DESCRIBED IN DEED TO DAVID C. MALLARD & MAIRE B. MALLARD, RECORDED IN DOCUMENT NO. 201506580 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, TOGETHER WITH A 0.395 ACRE EASEMENT TRACT HEREIN CALLED TRACT II AND A 0.696 ACRE EASEMENT TRACT HEREIN CALLED TRACT III, SAID 2.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN SEPARATE METES & BOUNDS DESCRIPTION IN SEPARATE DOCUMENT OF EVEN DATE, TO ACCOMPANY THIS SURVEY.

SUBJECT TO CURRENT TERMS AND CONDITIONS OF LAND USE AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY HAVE ADDITIONAL ENCUMBRANCES, SURVEYOR NOT RESPONSIBLE FOR ANY ENCUMBRANCES THAT A TITLE COMMITMENT MAY DISCLOSE.

I HEREBY CERTIFY EXCLUSIVELY TO DAVE MALLARD, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2019, CUPLIN & ASSOCIATES, INC. ©.

Danny J Stark

DANNY J. STARK, R.P.L.S. NO. 5602 DATED 09/05/2019

STATE OF TEXAS REGISTERED DANNY J STARK 5602 PROFESSIONAL LAND SURVEYOR

DATE	NO.	DESCRIPTION
2/7/22	2	NAME CORRECTION
09/06	1	ADDRESS CORRECTION

REVISIONS

SCALE 1" = 100'
0 50 100

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

PROJ NO. 191359
PREPARED FOR: DAVE MALLARD
TECH: RPM
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 08/23/2019
COPYRIGHT:2019 PROFESSIONAL FIRM NO: 10126900

SHEET 1 OF 2

Prepared For: Dave Mallard
Project No. 191359
Date: 09/04/2019

TRACT I
BEING A 2.00 ACRE TRACT OF LAND OUT OF THE GABRIEL CHOAT SURVEY, ABSTRACT NO. 190, IN BURNET COUNTY TEXAS, AND BEING A PORTION OF THAT CALLED 138.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO DAVID C. MALLARD & MAIRE B. MALLARD, RECORDED IN DOCUMENT NO. 201506580 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. SAID 2.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the Southern boundary line of a tract of land called 14.758 acres in an instrument to Keith Allen Crawford and wife, April M. Crawford, of record in Document No. 200902754, Official Public Records of Burnet County, Texas, at the Northwest corner of a tract of land called 15.478 acres in an instrument to Terry Lynn Allen, of record in Document No. 201506580, Official Public Records of Burnet County, Texas;

THENCE S 67°07'33" W, with the Southern boundary line of said 14.758 acre Crawford tract, a distance of 165.62 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for the Northernmost corner and true **POINT OF BEGINNING** hereof;

THENCE over and across said Mallard tract, the following four (4) courses and distances:

1. S 22°52'27" E, a distance of 49.21 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for the Easternmost angle point hereof,
2. S 27°08'17" W, a distance of 298.60 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for angle point hereof,
3. S 21°20'11" W, a distance of 237.10 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" for the Southernmost angle point hereof, and
4. N 22°52'27" W, a distance of 411.05 feet to a 1/2" iron rod set with plastic cap stamped "Cuplin" in the Southern boundary line of a tract of land called 31.681 acres in an instrument to Keith Allen Crawford, of record in Document No. 200902752, Official Public Records of Burnet County, Texas, and the Northern boundary line of said 138.00 acres Mallard tract, for the Northwest corner hereof, **WHENCE** a fence post found for reference bears S 67°07'33" W, a distance of 1300.91 feet;

THENCE N 67°07'33" E, with the Southern boundary line of said 31.681 acre Crawford tract, the Southern boundary line of said 14.758 acre Crawford tract and the Southern boundary line of a 0.395 acre Easement tract herein called Tract II, a distance of 394.11 acres to the **POINT OF BEGINNING** and calculated to contain 2.00 acres.

TRACT II
BEING A 0.395 ACRE EASEMENT TRACT OUT OF THE GABRIEL CHOAT SURVEY, ABSTRACT NO. 190, IN BURNET COUNTY TEXAS, AND BEING THAT SAME TRACT CALLED TRACT II AS DESCRIBED IN DEED TO DAVID C. MALLARD & MAIRE B. MALLARD, RECORDED IN DOCUMENT NO. 201506580 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

TRACT III
BEING A 0.696 ACRE EASEMENT TRACT OUT OF THE GABRIEL CHOAT SURVEY, ABSTRACT NO. 190, IN BURNET COUNTY TEXAS, AND BEING THAT SAME TRACT CALLED TRACT III AS DESCRIBED IN DEED TO DAVID C. MALLARD & MAIRE B. MALLARD, RECORDED IN DOCUMENT NO. 201506580 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

NOTE:
A survey plat of even date herewith was prepared and is intended to accompany this field note description.
The bearings recited herein are based on State Plane Coordinate System, Texas Central Zone, NAD-83.

I HEREBY CERTIFY EXCLUSIVELY TO DAVE MALLARD, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY.
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Danny J Stark

Dated: 09/04/2019 Rev 2/7/2022

Danny J. Stark
Registered Professional Land Surveyor No. 5602

STATE OF TEXAS
REGISTERED
DANNY J STARK
5602
PROFESSIONAL
LAND SURVEYOR

Regular Session 16.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action on a preliminary plat approval for Brinegar Subdivision, a private subdivision consisting of 1 lot on 1.238 acres out of the Smith Bailey Survey No. 101, Abstract No. 56, located in the 200 block of Shoals Parkway. (Luther)

Attachments

Brinegar Subdivision

STATE OF TEXAS:
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT CRAIG L. BRINEGAR, BEING THE OWNER OF A 0.737 ACRE TRACT AND A 0.498 ACRE TRACT OF LAND OUT OF THE SMITH BAILEY SURVEY NO. 101, ABSTRACT NO. 56, IN BURNET COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 202009380 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING CORRECTED IN AFFIDAVIT RECORDED IN DOCUMENT NO. 202010934 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY PLAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "BRINEGAR SUBDIVISION" AS THE OFFICIAL PLAT OF SAME.

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

____
CRAIG L. BRINEGAR – OWNER

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CRAIG L. BRINEGAR 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 A 0.737 ACRE TRACT AND A 0.498 ACRE TRACT OF LAND OUT OF THE SMITH BAILEY SURVEY NO. 101, ABSTRACT NO. 56, IN BURNET COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 202009380 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING CORRECTED IN AFFIDAVIT RECORDED IN DOCUMENT NO. 202010934 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY PLAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "BRINEGAR SUBDIVISION" AS THE OFFICIAL PLAT OF SAME, 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

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 PLAT OF "BRINEGAR SUBDIVISION" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS ___12TH___DAY OF ___________MAY___________, 2025.

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

PRELIMINARY

PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 663.18c. 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"

CUPLIN & ASSOCIATES INC
LAND SURVEYORS & PLANNERS

FIELD NOTES:

BEING 1.238 ACRES OF LAND OUT OF THE SMITH BAILEY SURVEY NO. 101, ABSTRACT NO. 56, BURNET COUNTY, TEXAS, CONSISTING OF ALL OF THOSE TRACTS (0.737 AC., 0.498 AC.) DESCRIBED IN DOCUMENT TO CRAIG L. BRINEGAR, IN DOCUMENT NO. 202009380, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND BEING CORRECTED IN AFFIDAVIT RECORDED IN DOCUMENT NO. 202010934, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 1.733 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND ALONG THE NORTH RIGHT-OF-WAY LINE OF SHOALS PARKWAY DRIVE, A 50' RIGHT-OF-WAY EASEMENT DESCRIBED IN VOLUME 238, PAGE 339, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AT THE NORTHWEST CORNER OF A TRACT DESCRIBED IN DOCUMENT TO PATRICK & BRITTANY COSTANZO, RECORDED IN DOCUMENT NO. 201611433, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF THE 0.737 ACRE TRACT, AND HEREOF;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID SHOALS PARKWAY DRIVE, AND ALONG THE WESTERLY LINES HEREOF, THE FOLLOWING COURSES AND DISTANCES:

1) NORTH 52°23'40" WEST, A DISTANCE OF 105.92' TO A 1/2" IRON PIN FOUND AT AN ANGLE POINT HEREOF;
2) NORTH 32°45'18" WEST, A DISTANCE OF 68.89' TO A 1/2" IRON PIN FOUND AT THE SOUTHEAST CORNER OF A CALLED 0.500 ACRE TRACT OF LAND, DESCRIBED IN DOCUMENT TO CRAIG L. BRINEGAR IN SAID DOCUMENT NO. 202009380 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF SAID 0.498 ACRE TRACT, AND HEREOF;

THENCE NORTH 44°54'46" EAST, ALONG THE SOUTH LINE OF SAID 0.500 ACRE TRACT, THE NORTH LINE OF SAID 0.498 ACRE TRACT, AND HEREOF, A DISTANCE OF 323.04' TO A 1/2" IRON PIN FOUND ALONG WEST LINE OF PETERS CREEK, AT THE NORTHEAST CORNER OF SAID 0.498 ACRE TRACT, AND HEREOF;

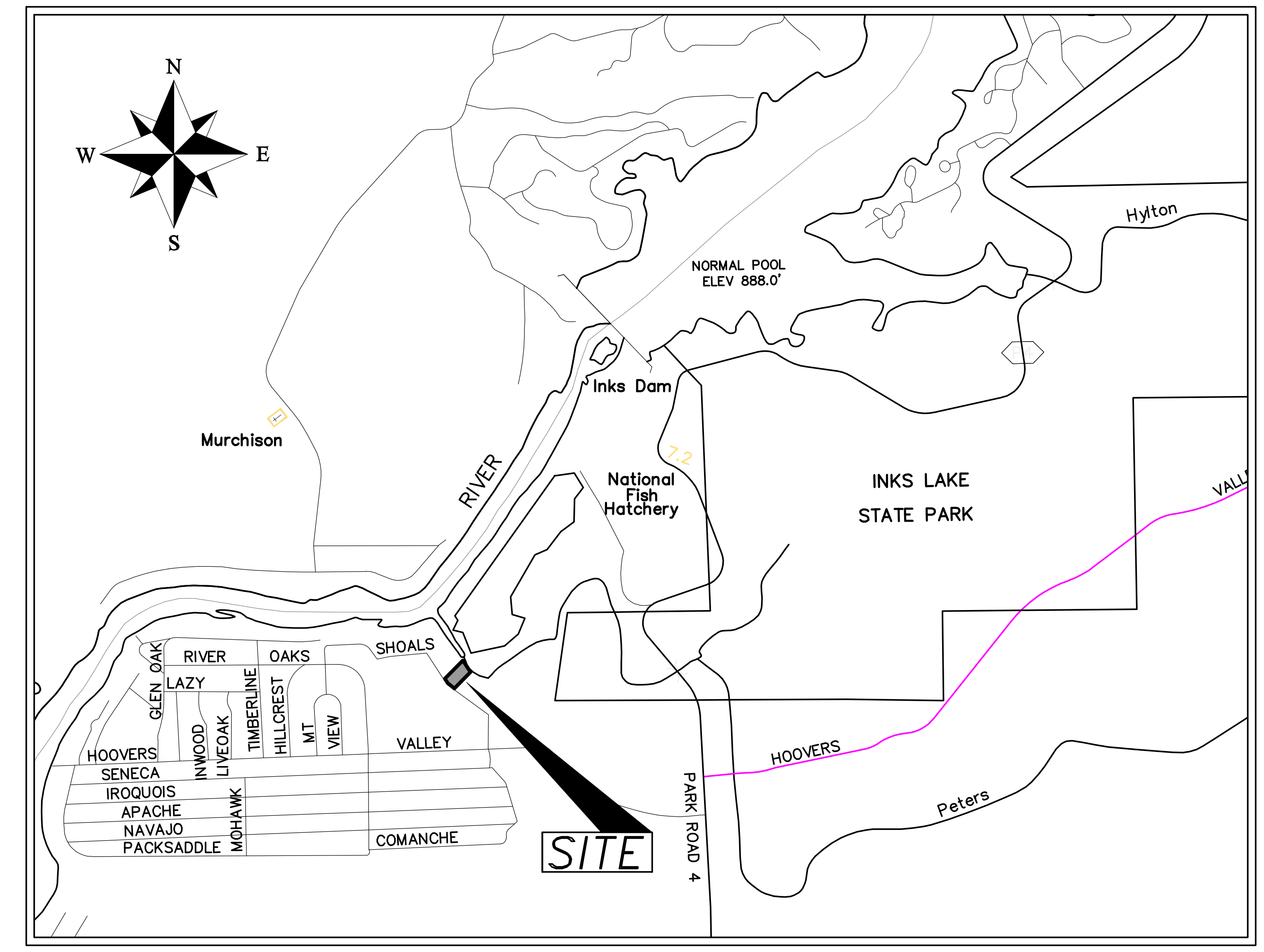
THENCE SOUTH 33°22'57" EAST, ALONG THE EAST LINES OF SAID 0.498 ACRE AND 0.737 ACRE TRACTS, AND HEREOF, A DISTANCE OF 175.86' TO A 1/2" IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID COSTANZO TRACT, AT THE SOUTHEAST CORNER OF SAID 0.737 ACRE TRACT, AND HEREOF;

THENCE SOUTH 44°52'56" WEST, ALONG THE NORTH LINE OF SAID COSTANZO TRACT, AND ALONG THE SOUTH LINE HEREOF, A DISTANCE OF 288.60' TO THE POINT OF BEGINNING, CONTAINING 1.238 ACRES, MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON LIES WITHIN ZONE AE, (AREAS WITHIN THE 100 YEAR FLOODPLAIN) AS SHOWN ON THE BURNET COUNTY FLOOD INSURANCE RATE MAP NO. 48053C0450F DATED MARCH 15, 2012.
2. WATER IS PROVIDED BY RIVER OAKS WATER SYSTEM.
3. GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
4. ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOP.
5. EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND BURNET COUNTY.
6. THERE ARE NO NEW ROADS BEING CREATED WITH THE PLAT.
7. THERE IS ONE NEW LOT CREATED WITH THIS SUBDIVISION.
8. BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE GRID. FOR SURFACE DISTANCES, APPLY A COMBINATION SCALE FACTOR OF 1.000147307.
9. NO LOTS WITHIN THIS SUBDIVISION SHALL BE RESUBDIVIDED INTO SMALLER TRACTS.
10. ALL LOTS WITHIN THIS SUBDIVISION ARE FOR RESIDENTIAL USE.
11. THIS PLAT CONFORMS WITH THE SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS, ADOPTED ON JANUARY 11, 2011.
12. THIS PLAT DOES NOT LIE WITHIN ANY EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.
13. THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND OR MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN CREEKS, RIVERS, AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LCRA RULES MAY BE PLACED OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIFIC PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE LCRA, IT'S SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENTS FOR THE PROTECTION OF THE ENVIRONMENT. THE EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE VEGETATION. THE EASEMENT MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY.
14. 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.

COUNTY SEAL AND FILING INFORMATION



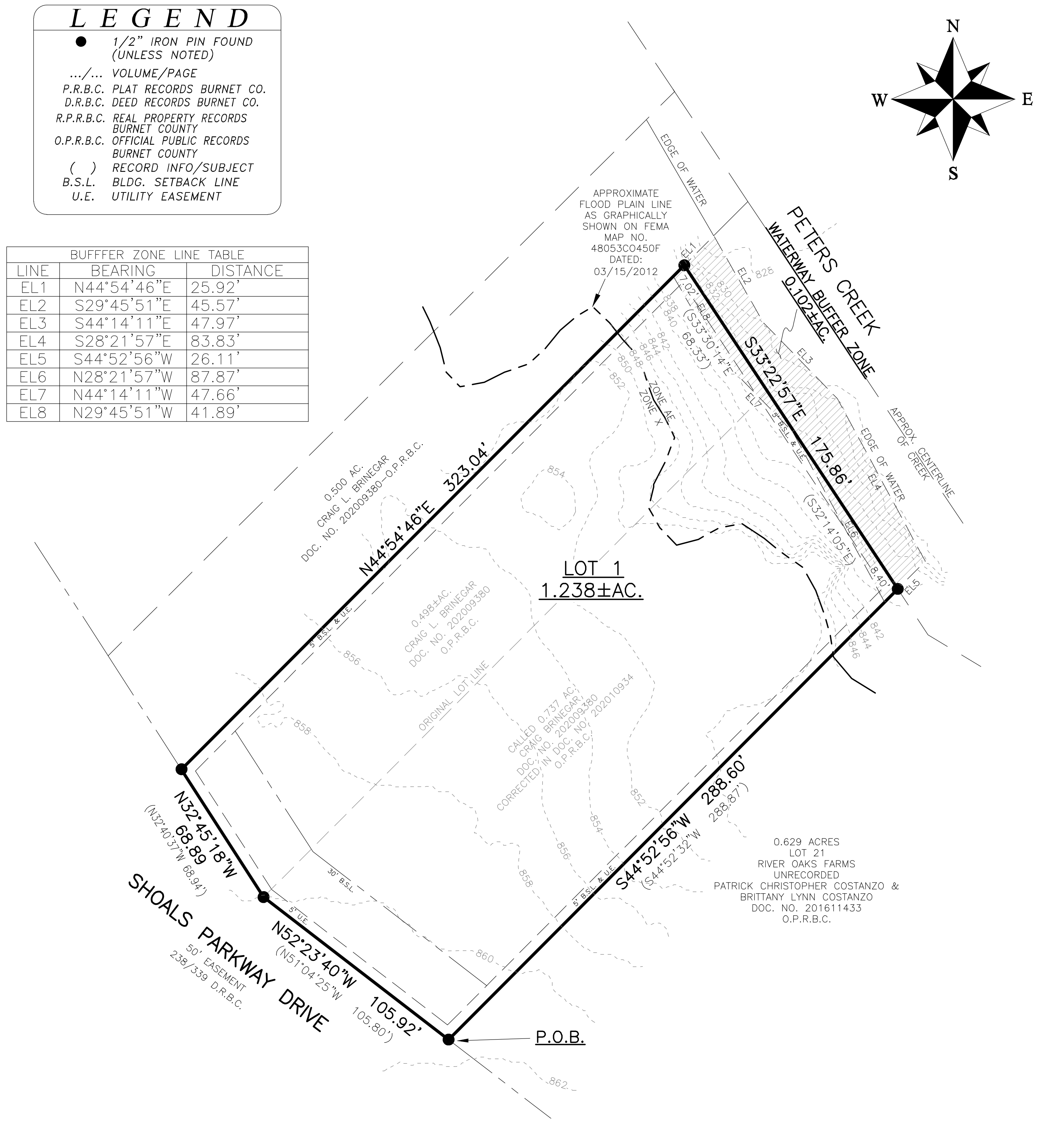
LOCATION MAP
1" = 2000'

LEGEND

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

BUFFFER ZONE LINE TABLE

LINE	BEARING	DISTANCE
EL1	N44°54'46"E	25.92'
EL2	S29°45'51"E	45.57'
EL3	S44°14'11"E	47.97'
EL4	S28°21'57"E	83.83'
EL5	S44°52'56"W	26.11'
EL6	N28°21'57"W	87.87'
EL7	N44°14'11"W	47.66'
EL8	N29°45'51"W	41.89'



BRINEGAR SUBDIVISION
1.238 ACRES OUT OF THE
SMITH BAILEY SURVEY NO. 101, ABSTRACT NO. 56,
BURNET COUNTY, TEXAS

PROJ NO. 25231
PREPARED FOR: CRAIG L. BRINEGAR
TECH: P.LANGDON
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: APRIL 3, 2025

COPYRIGHT:2025 PROFESSIONAL FIRM NO: 10126900

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

SCALE 1" = 60'
0 30 60

DATE	NO.	DESCRIPTION
	2	
	1	

REVISIONS

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 18.

Meeting Date: 06/10/2025

Subject

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

Attachments

Line Item Transfers

THE COUNTY OF BURNET
BURNET, TEXAS 78611

FY2025

DATE: 6/10/2025
(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:

	FUND/DEPT	LINE ITEM	LINE ITEM#	AMOUNT
FROM:	Constable Pct 4	Travel	100-5540-4250	$ 1,000.00
		Professional Fees	100-5540-4010	$ 1,325.00
		Confference/Dues	100-5540-4270	130.02
		Uniforms	100-5540-4820	191.23
To:	Constable Pct 4	Equipment	100-5540-5710	$ 2,650.00

Body Armor

Missy Bindseil

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

THE COUNTY OF BURNET
BURNET, TEXAS 78611

2025

DATE: June 10, 2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Damon Beierle

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

	FUND/DEPT	LINE ITEM	GEN LEDGER #	AMOUNT
FROM:	320	OPERATING SUPPLIES	320-6120-3300	2,131.15
TO:	320	ROAD EQUIP (CAPITALIZED)	320-6120-5710	2,131.15

REASON: For the purchase of emergency lights for the 2024 Ford F250

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

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

THE COUNTY OF BURNET

BURNET, TEXAS 78611

FY2025

DATE: 6/10/2025

(Commissioners Court Date)

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

FROM: ~~General Fund~~ DAMON BEIERLE

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

	FUND/DEPT	LINE ITEM	LINE ITEM#	AMOUNT
FROM:	Pcnt #2	Office Supplies	320-6120-3300	26000.00
To:	PCNT #2	Temporary	320-6120-1800	$ 26,000.00

Description: Transfer funds to cover shortage____________

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

THE COUNTY OF BURNET
BURNET, TEXAS 78611

2025

DATE: June 10, 2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Joe Don Dockery

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

	FUND/DEPT	LINE ITEM	GEN LEDGER #	AMOUNT
FROM:	340	OPERATING SUPPLIES	340-6140-3300	3,650.00
TO:	340	ROAD EQUIP (CAPITALIZED)	340-6140-5710	3,650.00

REASON: For the purchase of a 16' utility trailer with tool cage & spare

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

Joe Don Dockery
DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

THE COUNTY OF BURNET

BURNET, TEXAS 78611

FY2015

DATE: June 2, 2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: COMMISSIONER PRC 2 DAMON BEIERLE

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

	FUND/DEPT	LINE ITEM	LINE ITEM#	AMOUNT
FROM:	GENERAL	320-6120-	3300	7,500.00
TO:	GENERAL	320-6120-	4510	7,500.00

REASON: COVER REPAIRS TO VEHICLES AND MACHINERY

NOTE: This change in the budget for county purposes is in accordance with 111.011 Changes in Budget for County Purposes of the Local Government Code.

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

THE COUNTY OF BURNET
BURNET, TEXAS 78611

2025

DATE: June 10, 2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Jim Luther

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

	FUND/DEPT	LINE ITEM	GEN LEDGER #	AMOUNT
FROM:	310	OPERATING SUPPLIES	310-6110-3300	699.98
TO:	310	MACH/EQUIP INVENT.	310-6110-5750	699.98

REASON: For the purchase of a Simpson 4400psi pressure washer

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

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

THE COUNTY OF BURNET
BURNET, TEXAS 78611

2025

DATE: June 10, 2025
(Commissioners Court Date)

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

FROM: Judge Wilson

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

	FUND/DEPT	LINE ITEM	GEN LEDGER #	AMOUNT
FROM:	100	SUPPLIES	100-4000-3300	450.00
TO:	100	TELEPHONE/CELL/MOBILE BB	100-4000-4200	450.00

REASON: FOR A NEW LINE OF CELLULAR SERVICE & DEVICE

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

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

Regular Session 19.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding Departmenal asset transfers. (Wilson)

Attachments

Asset Transfers

BURNET COUNTY

THE STATE OF TEXAS · BURNET COUNTY

AUTHORIZATION AND ASSIGNMENT OF COUNTY PROPERTY

	Name of Item	Description	Property #	Cost (Auditor's Use)
1.)	2015 Chevrolet Tahoe	Pct #4 Constable	15-1018	
2.)	Reaper VSR	License Plate Reader	20-1148	
3.)	Stalker Radar	License Plate Reader	9576-09	
4.)				
5.)				
6.)				
7.)				
8.)				
9.)				

Dept. Transferred From: Pct. #4 Constable

Dept. Assigned To: Pct. #1 and Pct. #2 Constable - see comments

Requested By: Missy Bindseil **DATE:** June 10, 2025

Comments: The 2015 Tahoe will be transferred to Pct. #1 Constable, and the license plate cameras will be transferred to Pct. #2 Constable.

COMMISSIONERS COURT APPROVAL:

___ New in Service X Transfer

___ Return to Donor ___ Out of Service ___ Hold For Auction

___ Dispose ___ Donation

Authorization Signature: ________ **Date:** ________

Comments: ________

PROPERTY MOVED BY MAINTENANCE DEPT.:

Authorization Signature: ________ **Date:** ________

Comments: ________

CHANGES MADE TO RECORDS BY AUDITOR'S OFFICE:

Changed in Books: ________ **Date of change:** ________

Comments: ________

Per LGC 263.153 (c)--Burnet County, Texas contracts with online auction sites as licensed under Chapter 1802 of the Occupations Code to sell surplus and/or salvage property. The property is posted on the auction site for at least 10 days to comply with the publication requirement for the notice of sale.

BURNET COUNTY

AUTHORIZATION AND ASSIGNMENT OF COUNTY PROPERTY

	Name of Item	Description	Property #	(Auditor's Use) Cost
1.)	CenTex	Utility Trailer	9754-10	
2.)	Top Hat	Utility Flatbed Trailer	5477	
3.)				
4.)				
5.)				
6.)				
7.)				
8.)				
9.)				

Dept. Transferred From: Road and Bridge Pct. 4

Dept. Assigned To: GovDeals

Requested By: Ricky Bindseil **DATE:** June 10, 2025

Comments: ______

COMMISSIONERS COURT APPROVAL:

____ New in Service ____ Transfer

____ Return to Donor ____ Out of Service X Hold For Auction

____ Dispose ____ Donation

Authorization Signature: ______ **Date:** ______

Comments: ______

PROPERTY MOVED BY MAINTENANCE DEPT.:

Authorization Signature: ______ **Date:** ______

Comments: ______

CHANGES MADE TO RECORDS BY AUDITOR'S OFFICE:

Changed in Books: ______ **Date of change:** ______

Comments: ______

Per LGC 263.153 (c)--Burnet County, Texas contracts with online auction sites as licensed under Chapter 1802 of the Occupations Code to sell surplus and/or salvage property. The property is posted on the auction site for at least 10 days to comply with the publication requirement for the notice of sale.

Generic Inspection Form

Inventory ID:

Asset Number 9754-10

Anticipated Sale Price: 500.00

Short Description: 7ft X 20 ft Cen Tex Utility Equipment Trailer

Year 2010 Manufacturer Cen Tex Model Utility

Please fill in or check if apply **Long Description:**

This Equipment: ☐ Is Operable ☒ Is Not Operable ☐ For Parts Only ☐ Needs Repair ☐ The Condition is Unknown

☐ Hours: ________ This equipment was maintained every ________ ☐ Hours ☐ Days

Serial # 5RHCT20230H002000

Repairs needed: ________

Description of Use

2010 7ft X 20 ft Cen Tex Utility Equipment Trailer

Color Black ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber

Minor damage to: ________

Major damage to: ________

Size: Length: Feet:____ Inches:____ Width/Depth: Feet:____ Inches:____ Height: Feet:____ Inches:____

Men's Size: ________ Women's Size: ________

Additional Equipment: Manufacturer ________ Model ________

Serial # ________ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: ________

Additional Equipment: Manufacturer ________ Model ________

Serial # ________ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: ________

Additional Equipment: Manufacturer ________ Model ________

Serial # ________ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: ________

Comments:

Location of Asset: Burnet County Pct 4 Barn

For more information contact: Homer Will / 409-882-2242

Generic Inspection Form

Inventory ID:

Asset Number 5477

Anticipated Sale Price: 500.00

Short Description: 2000 6 ft X 18 ft Top Hat Trailer Utility Flatbed

Year 2000 Manufacturer Top Hat Model Utility

Please fill in or check if apply

Long Description:

This Equipment: ☐ Is Operable ■ Is Not Operable ☐ For Parts Only ■ Needs Repair ☐ The Condition is Unknown

☐ Hours: ______ This equipment was maintained every ______ ☐ Hours ☐ Days

Serial # 4R7FS1821YT026765

Repairs needed: ______

Description of Use

2000 6 ft X 18 ft Tophat Trailer Yellow Utility Flatbed

Color Yellow ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber

Minor damage to: ______

Major damage to: ______

Size: Length: Feet:____ Inches:____ Width/Depth: Feet:____ Inches:____ Height: Feet:____ Inches:____

Men's Size: ______ Women's Size: ______

Additional Equipment: Manufacturer ______ Model ______

Serial # ______ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: ______

Additional Equipment: Manufacturer ______ Model ______

Serial # ______ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: ______

Additional Equipment: Manufacturer ______ Model ______

Serial # ______ Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description: ______

Comments:

Location of Asset: Burnet County Pct 4 Barn

For more information contact: Homer Will / 409-882-2242

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session **20.**

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding the budget adjustment. (Wilson)

Attachments

Budget Adj

FY2025

DATE: 6/10/2025
(Commissioners Court Date)

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

FROM: Auditor's Office

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

	FUND/DEPT	LINE ITEM	LINE ITEM#	AMOUNT
FROM:				
TO:				
	Constable Prct #1	Elected Officials	100-5510-1010	$ 1,623.83
	Constable Prct #2	Elected Officials	100-5520-1010	$ 1,623.83
	Constable Prct #3	Elected Officials	100-5530-1010	$ 1,623.83
	Constable Prct #4	Elected Officials	100-5540-1010	$ 1,623.83

REASON: Approved Budget book less than approved salary for the Constables
Approved Budget Book 85,448.56 Approved salary in Court 87,072.39

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

DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

Account Number	Account Name	10/2021-09/2022 FY 2022 ACTUAL	10/2022-09/2023 FY 2023 PROPOSED	10/2023-09/2024 FY 2024 ADOPTED
Department: 5540 - CONSTABLE PCT #4				
SubCategory: 100 - SALARIES AND WAGES				
100-5540-1010	ELECTED OFFICIAL	61,942.40	67,827.00	[redacted]
100-5540-1100	LONGEVITY	2,340.00	2,680.00	2,800.00
	Total SubCategory: 100 - SALARIES AND WAGES:	**64,282.40**	**70,507.00**	**76,826.39**
SubCategory: 120 - BENEFITS				
100-5540-2010	FICA/MDCR	4,947.01	5,400.00	5,400.00
100-5540-2020	GROUP INSURANCE	10,758.26	11,740.30	12,000.00
100-5540-2030	RETIREMENT	7,613.57	8,150.00	8,150.00
100-5540-2040	WORKERS COMP INSURANCE	1,298.11	1,328.00	1,328.00
100-5540-2070	SUPPLEMENTAL DEATH BENEFIT	203.44	210.00	210.00
	Total SubCategory: 120 - BENEFITS:	**24,820.39**	**26,828.30**	**27,088.00**
SubCategory: 300 - SUPPLIES				
100-5540-3300	OPERATING SUPPLIES	734.13	850.00	1,350.00
100-5540-3310	GASOLINE/DIESEL/OIL/ETC	3,547.86	4,225.00	4,225.00
	Total SubCategory: 300 - SUPPLIES:	**4,281.99**	**5,075.00**	**5,575.00**
SubCategory: 400 - OTHER CHARGES & SERVICES				
100-5540-4010	PROFESSIONAL SERVICES	2,248.90	1,575.00	6,925.00

Budget Detail

Budget Code	Description	Units	Price	Amount
FY 2024 ADOPTED	Koligic	1.00	300.00	300.00
FY 2024 ADOPTED	LPR	1.00	2,250.00	2,250.00
FY 2024 ADOPTED	Net Motion	1.00	300.00	300.00
FY 2024 ADOPTED	NIBRS Update	1.00	2,500.00	2,500.00
FY 2024 ADOPTED	Vigilient	1.00	1,575.00	1,575.00

Account Number	Account Name	FY 2022 ACTUAL	FY 2023 PROPOSED	FY 2024 ADOPTED
100-5540-4200	TELEPHONE/CELL/MOBILE BB	940.85	800.00	800.00
100-5540-4250	TRAVEL/MILEAGE	0.00	1,000.00	1,000.00
100-5540-4270	CONFERENCE/DUES/TRAINING	1,310.00	1,000.00	1,000.00
100-5540-4510	VEHICLE REPAIR & MAINT	1,870.89	2,250.00	5,000.00
100-5540-4820	UNIFORMS	383.80	750.00	750.00
	Total SubCategory: 400 - OTHER CHARGES & SERVICES:	**6,754.44**	**7,375.00**	**15,475.00**
SubCategory: 500 - CAPITAL OUTLAY				
100-5540-5750	MACH/EQUIP (INVENTORIED)	9,099.85	0.00	0.00
	Total SubCategory: 500 - CAPITAL OUTLAY:	**9,099.85**	**0.00**	**0.00**
	Total Department: 5540 - CONSTABLE PCT #4:	**109,239.07**	**109,785.30**	**124,964.39**

74,026.39
+ 13,046.00
87,072.39

$ ~~1583.83~~
1423.83

Motion is made by Commissioner Precinct 2 Damon Beierle, Seconded by Commissioner Precinct 4 Joe Don Dockery to amended motion to increase constables raise of $13,046.00.

Vote: 5 - 0 - Unanimously

Attachments:
Charlie Parker - Handout

The court recessed at 10:25 a.m.

The court reconvened at 10:30 a.m.

Item #19:
Discussion and/or action regarding the approval of: (Oakley)

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

Doug Ferguson, Election Administrator, spoke on this agenda item.

POLLING PLACES
Agrilife Auditorium *Main EV Location
607 N. Vandeveer, Burnet, TX 78611

Bertram Community Center
340 S. Gabriel St., Bertram, TX 78605

Granite Shoals Community Center
1208 N. Phillips Ranch Rd., Granite Shoals, TX 78654

Texas Tech at Marble Falls
806 Steve Hawkins Pkwy, Marble Falls, TX 78654

Motion is made by Commissioner Precinct 4 Joe Don Dockery, Seconded by Commissioner Precinct 3 Billy Wall to adopt November 5, 2024 Order of Election (attachment: Nov. 2024 General Election ORDER OF GENERAL ELECTION).

Vote: 5 - 0 - Unanimously

Motion is made by Commissioner Precinct 3 Billy Wall, Seconded by Commissioner Precinct 1 Jim Luther, Jr. to approve 2 year appointments of Election Judges and Alternate Judges, and Central Count Judge, Alternate Judge and Manager and Tabulation Supervisor (attachment: 2024 Gen. Election Judges).

Vote: 5 - 0 - Unanimously

Motion is made by Commissioner Precinct 2 Damon Beierle, Seconded by Commissioner Precinct 3 Billy Wall to approve Relocation of Precinct 15 polling location to Briggs Firehouse

Regular Session 22.

Meeting Date: 06/10/2025

Subject

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

1. Ritz & Associates PA to perform arbitrage rebate calculations for the Series 2022 Notes for period 7/14/2022 through 5/31/2025 in an amount not to exceed $3,000.00;
2. Work Order No. 25-308B with K.C. Engineering, Inc. to provide a complete set of construction plans and specifications for work on CR 120 from RM 1431 to CR 123 in an amount not to exceed $33,150.00;
3. Work Order No. 25-310 with K.C. Engineering, Inc. to provide a complete set of construction plans and specifications for work on CR 207 at the intersection of RM 963 in an amount not to exceed $34,220.00 (Beierle);
4. LEVY Architects, PLLC approval for additional services for the design and documentation of the Commissioners Court on Level 2;
5. Contract with Defense Logistics Agency for Law Enforcement Support (LESO) for Constable Precinct 1;
6. Contract with Defense Logistics Agency for Law Enforcement Support (LESO) for Constable Precinct 2;
7. A ratified contract with KONE for elevator maintenance that was previously approved in Commissioner Court on April 22, 2025;
8. The 2025-2026 Renewal Notice and Benefit Confirmation from the Texas Association of Counties Health and Employee Benefits Pool.;
9. Approval of the $850.00 sponsorship from Indulge for the Taste of Highland Lakes event; and
10. Approval of the $1,000.00 sponsorship from Local Boat Partners for the Battle of the Colorado event.

Attachments

Ritz & Associates Arbitrage Rebate
Work Order Request No. 25-308B
Work Order Request No 25-310
LEVY Architects Add Ser Auth
LESO Constable Pct 1
LESO Constable Pct 2
KONE CONTRACT ACKNOWLEDGMENT
Burnet County_PY2026 Renewal Packet
Taste of Highland Lakes Sponsorship 2025
Battle of Colorado Sponsorship 2025

RITZ & ASSOCIATES PA

June 2, 2025

VIA EMAIL

Ms. Kelley Glaeser
Accounting Manager
Burnet County
220 South Pierce Street
Burnet, Texas 78611

Re: $6,000,000 Burnet County, Texas
Tax Notes, Series 2022 (the "Series 2022 Notes")

Dear Ms. Glaeser:

Thank you for the opportunity to submit this letter outlining the services (and related fees) we propose to provide in connection with the arbitrage and yield restriction, if applicable, rebate services related to the County's outstanding Series 2022 Notes.

We are proposing to perform arbitrage rebate calculations for the Series 2022 Notes for the period from July 14, 2022 (the date of issuance) through May 31, 2025 (the "First Computation Period"). Prior to undertaking the detailed analysis, we will do an assessment as to whether the County has met any spenddown exemptions.

Our fees and expenses related to these services will not exceed $3,000, assuming note proceeds have not been comingled with any other funds. If funds have been comingled, our fees would likely exceed $3,000. We will discuss any increase in fees with you prior to incurring such costs.

Documents that we will require include, but may not be limited to, the following:

- IRS Form 8038 – filed with the I.R.S. at the time of issuance.
- Bank statements or County schedules for the project fund created with Series 2022 Note proceeds.
- Certificate as to Tax Exemption.

3601 Minnesota Drive, Suite 510, Bloomington, MN 55435
Phone: (952) 897-1477 // Fax: (952) 897-1329

We appreciate the opportunity to be of service to the County. Please feel free to call or email me with any questions you may have. If this letter meets with your approval, please sign and date below and return to me via email.

With highest regards,

Craig J. DeBerg

Craig J. DeBerg
cdeberg@ritzcpa.com
612.963.6160

****

Accepted on behalf of Burnet County, Texas:

______________________________ ____________________

Name Date

WORK ORDER

WORK ORDER NO. 25-308B

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 RM 1431 to CR 123.

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 $33,150.00 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: Greg Haley, P.E.	By: ________________
Title: President	Title: ________________

WORK ORDER

WORK ORDER NO. 25-310

COUNTY Project No.:________________________ COUNTY Project Name: CR 207

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

Perform topographic surveying, engineering design, and 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 CR 207 at the intersection of RM 963. Environmental and geotechnical services are excluded.

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 $34,220.00 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: Greg Haley, P.E.	By: ________________________
Title: President	Title: ________________________

Additional Services Authorization

June 4, 2025

County Judge Bryan Wilson
Burnet County Courthouse
220 S. Pierce Street
Burnet, Texas 78611

Project: 10-23055 Burnet County Annex on the Square
Add Service No.: 04
Sent via email: Judge Bryan Wilson (bwilson@burnetcountytexas.org)

Pursuant to conversations, LEVY DYKEMA and consultants will incur Additional Services for the above referenced project. In accordance with the original Professional Services Agreement dated, August 7, 2023 the Additional Services are detailed below:

Architectural & MEP Services:

Design and document turning the second floor into the commissioners court space. Design includes addition of two restrooms, installation of an elevator, review of mechanical and electrical layout, coordination with client for technology and AV needs, coordinate sound proofing of downstairs conference room and review of existing ductwork.

Client agrees to compensate LEVY DYKEMA for such additional services in accordance with the initial agreement for additional amount(s) stated below:

Deliverables	**Fee**
Architectural	$ 9,750
MEP	$ 6,000
Total	**$15,750**

All other terms and conditions of the original agreement shall remain in full force and effect. If you approve, please sign where indicated.

Sincerely,

LEVY Architects, PLLC
(DBA: LEVY DYKEMA)

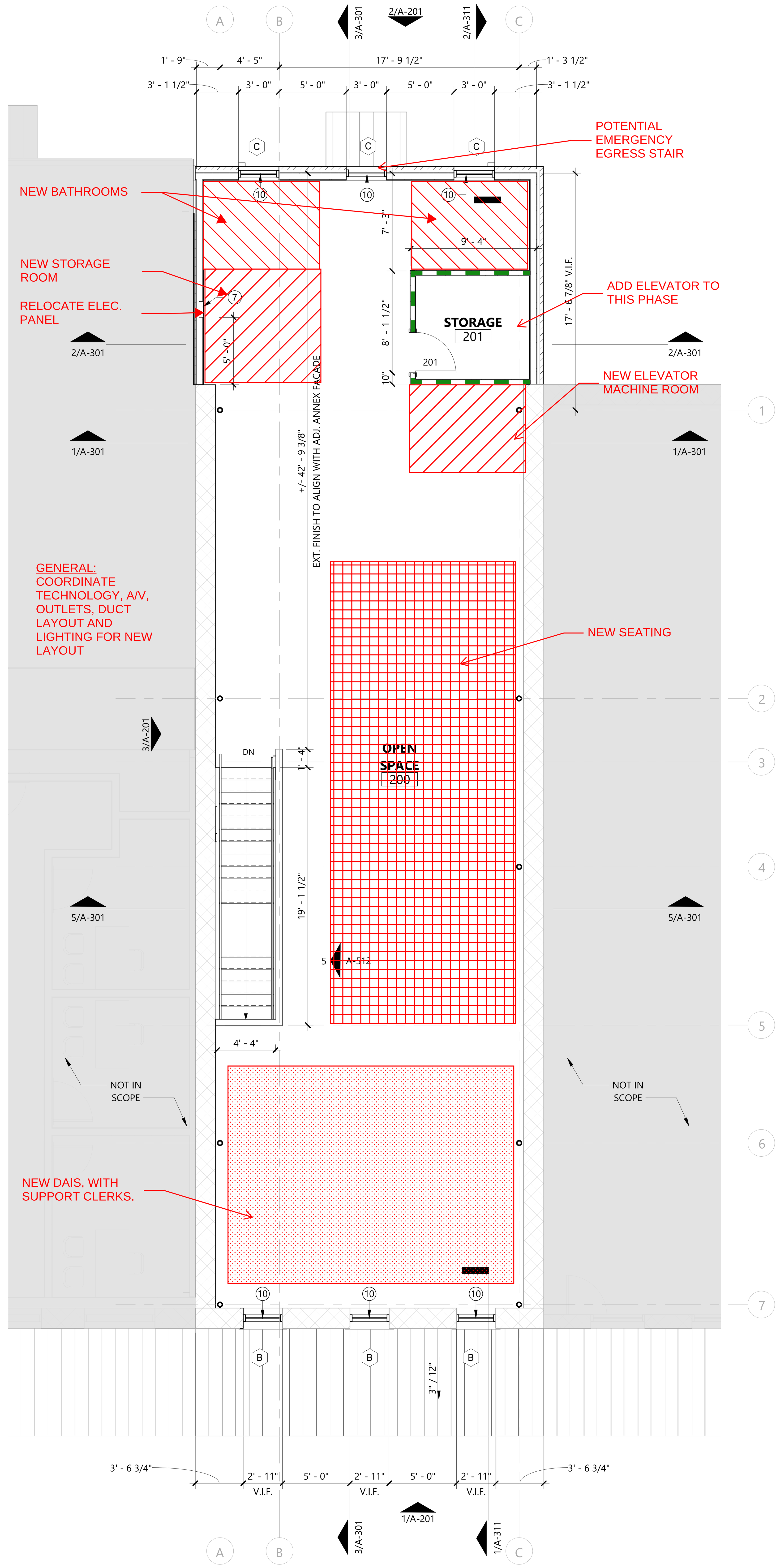
Stephen V. Levy
President

Approved By

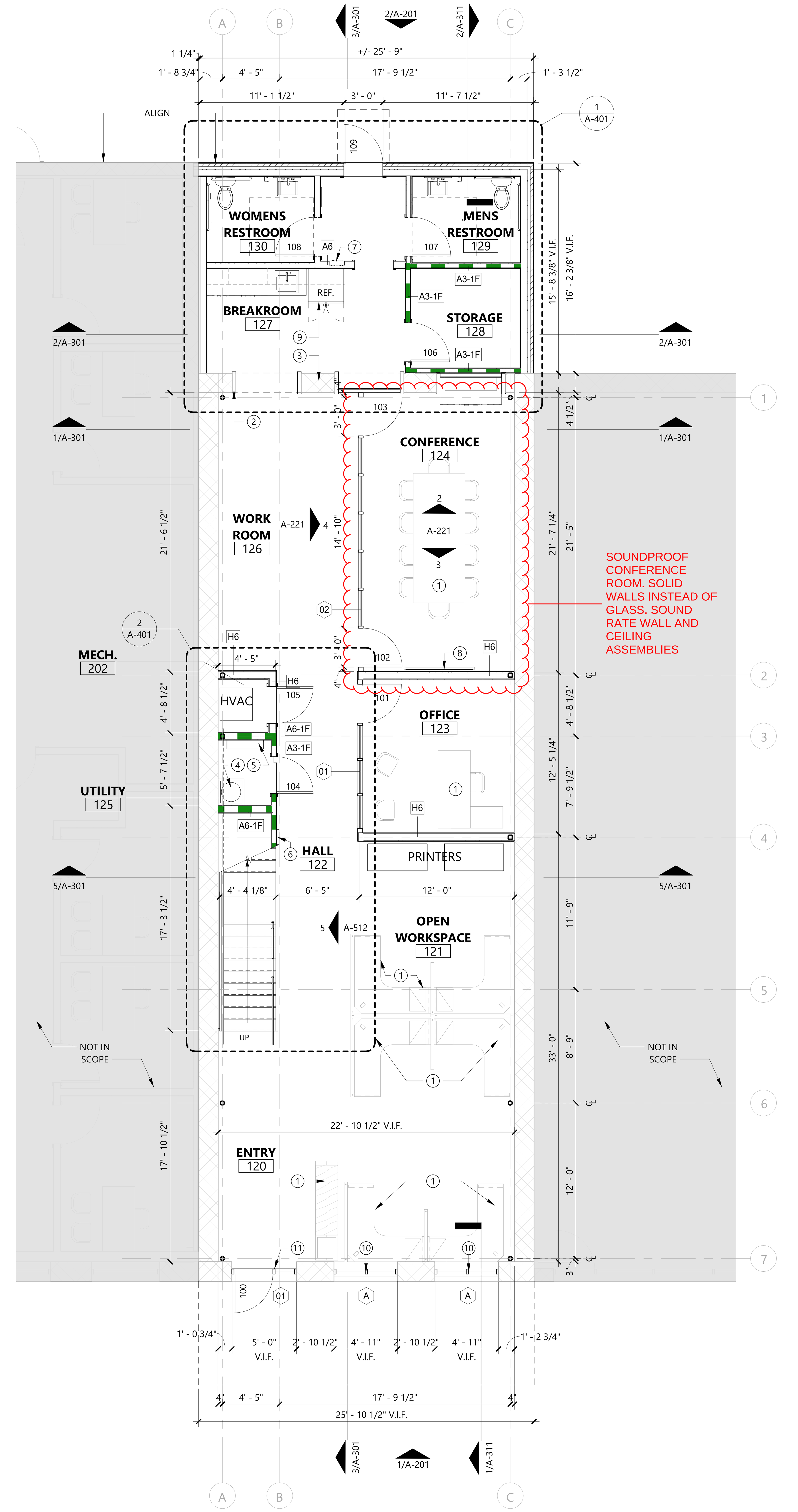
Signature

Date

LEVY
DYKEMA



2 ARCHITECTURAL FLOOR PLAN - SECOND FLOOR
SCALE: 3/16" = 1'-0"



1 ARCHITECTURAL FLOOR PLAN - FIRST FLOOR
SCALE: 3/16" = 1'-0"

GENERAL NOTES:

1 REFER TO SHEET A-602 FOR INTERIOR PARTITON TYPES.
2 REFER TO SHEET A-611 FOR DOOR SCHEDULE
3 REFER TO SHEET A-631 FOR WINDOW SCHEDULE
4 REFER TO SHEET G-601 FOR FINISH SCHEDULE.
5 REF. MEP FOR ITEMS REQUIRED BUT NOT SHOWN ON ARCHITECTURAL DRAWINGS. PROVIDE LOCKABLE ACCESS PANELS AT ALL LOCATIONS INDICATED AS NEEDING ACCESS ON MEP DRAWINGS. PROVIDE NECESSARY BLOCKING, FRAMING, ETC. FOR ACCESS PANELS.
6 DO NOT CUT ANY STRUCTURAL ELEMENT IN A MANNER THAT WILL DIMINISH THEIR LOAD-BEARING CAPACITY. NOTIFY STRUCTURAL ENGINEER AND DO NOT PROCEED WITH ANY STRUCTURAL CUT WITHOUT THEIR WRITTEN APPROVAL,
7 EXTERIOR WALLS ARE DIMENSIONED TO EXTERIOR FACE OF STUD OR EDGE OF SLAB. ALL EXISTING WALLS ARE DIMENSIONED TO FAC OF FINISH. VERIFY ALL EXISTING WALL AND WINDOW DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION.
8 EXTERIOR WALLS (ABOVE GRADE) SHALL ACHIEVE A MINIMUM OF R-20 THERMAL ENVELOPE INSULATION COMPONENT REQUIREMENTS (2015 IECC TABLE C402.1.3).
9 EXTERIOR OPENING DIMENSIONS ARE TO THE ROUGH OPENING.
10 INTERIOR PARTITIONS ARE DIMENSIONED TO THE FACE OF STUD AND DO NOT INCLUDE WALL FINISHES.
11 INSTALL VERTICAL CONTROL JOINTS IN GYP. BD. WHERE WALL LENGTH EXCEEDS 30 FEET, AT EACH SIDES OF OPENINGS THAT DO NOT TERMINATE AT A CEILING, AT OTHER LOCATIONS INDICATED, AND IN ACCORDANCE WITH GA-216.
12 DOOR JAMBS TO BE 6" FROM ADJACENT WALL.
13 PROVIDE A MINIMUM OF 18" CLEAR FLOOR SPACE BETWEEN THE FACE OF THE STRIKE JAMB OF DOORS ADJACENT TO PERPENDICULAR WALLS. THIS REQUIREMENT DOES NOT APPLY TO NON-ACCESSIBLE TOILET STALLS.
14 FINISH FLOOR ELEVATIONS NOTED ARE TAKEN FROM THE TOP OF STRUCTURAL CONCRETE.
15 REF. FINISH PLANS FOR EXTENT OF SPECIAL FINISHES AND FLOOR FINISH PATTERNS.
16 PROVIDE APPROPRIATE FIRESTOPPING ASSEMBLIES AT ALL PENETRATIONS OF RATED WALL AND FLOOR ASSEMBLIES.
17 PROVIDE FIRE RETARDANT BLOCKING IN WALL AS REQUIRED FOR WALL MOUNTED TOILET FIXTURES, ACCESSORIES, CASEWORK / MILLWORK, SHELVING, EQUIPMENT AND SIGNAGE.
18 ALL WOOD BLOCKING CONCEALED WITHIN THE BUILDING CONSTRUCTION SHALL BE FIRE RETARDANT.
19 PROVIDE AND INSTALL 8' HIGH FIRE-RETARDANT PLYWOOD ON ALL WALLS IN THE MDF, IDF, AND ELECTRICAL ROOMS, U.N.O.

SHEET NOTES:

1 FURNITURE BY OWNER
2 NEW WOOD FRAMED CASED OPENING, SEE FINISH SCHEDULE
3 RESTORE MASONRY FACADE: REMOVE EXISTING PLASTER AND PAINT. TUCK POINT MASONRY FOR STRUCTURAL INTEGRITY AS REQUIRED
4 WATER HEATER OVER MOP SINK, REF: PLUMBING
5 BOBRICK B-239 UTILITY SHELF WITH RAG HOOKS AND BROOM HOLDERS
6 SEMI-RECESSED FIRE EXTINGUISHER CABINET, JL INDUSTRIES AMBASSADOR 1017V10
7 ELECTRICAL PANEL, REF: ELECTRICAL
8 TV BY OWNER, CONFIRM LOCATION AND MOUNTING HEIGHT WITH OWNER AND ARCHITECT BEFORE INSTALLATION
9 REFRIGERATOR BY OWNER
10 NEW WINDOWS, REF A-631
11 NEW FRONT DOOR AND WINDOWS, REF A-631

LEVY DYKEMA
620 CONGRESS AVENUE
SUITE 100
AUSTIN, TX 78701
(512) 342-9177
WWW.LEVYDYKEMA.COM

REGISTERED ARCHITECT MAURICIO E. FELDSBERG 27519 STATE OF TEXAS
8/7/2024

127 E JACKSON ST. BURNET TX 78611

BURNET COUNTY ANNEX

#	DATE	ISSUE

PROJECT NORTH
TRUE NORTH

Project Number: LD10-23055
© 2024 LEVY DYKEMA

ARCHITECTURAL FLOOR PLANS

A-101

C:\Users\mfeldsberg.LEVYARCHITECTS\Documents\LD10-23055 Burnet County Annex_Central_R22_NEW_MauricioFeldsberg.rvt

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

CLEAR FORM

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

(This form is for State/Local Law Enforcement Agencies (LEA) only)   **Indicates Required Fields*

SECTION 1:

*Agency Name: Burnet County Constable Precinct 1   Originating Agency Identifier (ORI) #:(if applicable) TX0270800

*Agency Physical Address: 220 S. Pierce   *City: Burnet

*State: TX   *Zip Code: 78611   *NCIC P.O. Box or Address (if different than above i.e., terminal location)

*Phone #: (512) 756-5416   *Email: lray@burnetcountytexas.org   Note: Email is needed for automated system notifications.

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

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

#	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	Constable	Leslie	Ray	lray@outlook.com	(512) 756-5416	air craft/smallarms/vehicles
#2						
#3						
#4						
#5						
#6						
#7						

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

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

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

*(Check only one):

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

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

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

Constable	Leslie	Ray
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
lray@burnetcountytexas	Les L. Ray	6-3-25
*EMAIL	*SIGNATURE	*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

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

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

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

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

LESO Notes:

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

*SIGNATURE

State Plan of Operation (SPO) between:

The State of TEXAS and the

(State/United States Territory)

Burnet County Constable Precinct 1

Law Enforcement Agency (LEA)

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

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

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

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO, and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) **STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Rolando Ayala

State Point of Contact (SPOC): John Riddick III

State Point of Contact (SPOC): Patricia Deaver

State Point of Contact (SPOC): N/A

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd

Email: TXLESOPROGRAM@DPS.TEXAS.GOV

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:30 AM to 5:00 PM CST

iii) Funding to administer the LESO Program at the State-level is provided via:

iv) The Governor of the State of Texas has appointed the Texas Department of Public of Public Safety to conduct management. and oversight of this program. All funding and staffing will be provided by the Texas Department. of Public Safety

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e., training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full- time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e., an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e., drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn- in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend, or terminate an LEA based on findings during State- level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of TEXAS, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part
41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

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

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

Governor-appointed SC/SPOC, State of: TEXAS

Full Name (Print): Rolando Ayala

Signature (Sign): Rolando Ayala Date (MM/DD/YYYY): 09/09/2024

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

Title (Print): Constable

Full Name (Print): Leslie Ray

Signature (Sign): Leslie Ray Date (MM/DD/YYYY): 6-3-25

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

Title (Print): County Judge

Full Name (Print): Bryan Wilson

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

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

CLEAR FORM

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

(This form is for State/Local Law Enforcement Agencies (LEA) only) *Indicates Required Fields*

SECTION 1:

*Agency Name: Burnet County Constable Precinct 2 Originating Agency Identifier (ORI) #:(if applicable) 0270900

*Agency Physical Address: 220 South Pierce Street, Suite 109 *City: Burnet

*State: TX *Zip Code: 78611 *NCIC P.O. Box or Address (if different than above i.e.,terminal location)

*Phone #: (512) 715-5237 *Email: gadams@burnetcountytexas.org Note: Email is needed for automated system notifications.

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

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

#	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	CONSTABLE	Garry	Adams	gadams@burnetcountytexas.org	(512) 715-5237	
#2						
#3						
#4						
#5						
#6						
#7						

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

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

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

*(Check only one):

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

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

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

Constable mPrecinct 2	Garry	Adams
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
gadams@burnetcountytexas.org	[signature]	05/23/2025
*EMAIL	*SIGNATURE	*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

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

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

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

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

LESO Notes:

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

*SIGNATURE

State Plan of Operation (SPO) between:

The State of TEXAS and the

(State/United States Territory)

Law Enforcement Agency (LEA)

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

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

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

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO, and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Rolando Ayala

State Point of Contact (SPOC): John Riddick III

State Point of Contact (SPOC): Patricia Deaver

State Point of Contact (SPOC): N/A

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd

Email: TXLESOPROGRAM@DPS.TEXAS.GOV

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:30 AM to 5:00 PM CST

iii) Funding to administer the LESO Program at the State-level is provided via:

iv) The Governor of the State of Texas has appointed the Texas Department of Public of Public Safety to conduct management. and oversight of this program. All funding and staffing will be provided by the Texas Department. of Public Safety

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e., training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full- time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e., an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e., drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn- in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend, or terminate an LEA based on findings during State- level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of TEXAS, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). ***Suspension***-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. ***Termination***-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. ***Restricted Status***-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part
41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

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

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

Governor-appointed SC/SPOC, State of: TEXAS

Full Name (Print): Rolando Ayala

Signature (Sign): Rolando Ayala Date (MM/DD/YYYY): 09/09/2024

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

Title (Print): Burnet County Constable Precinct 2

Full Name (Print): Garry Adams

Signature (Sign): Garry Adams Date (MM/DD/YYYY): 05/23/2025

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

Title (Print): Burnet County Judge

Full Name (Print): Brian Wilson

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

KONE

Elevators Escalators

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

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 per month, 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 Association *of* Counties
Health and Employee Benefits Pool

2025 – 2026 Renewal Notice and Benefit Confirmation

Group: 94619 - Burnet County **Anniversary Date:** 10/01/2025

Return to TAC by: 06/27/2025

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 512-481-8481 or email to haileyg@county.org.

For any plan or funding changes other than those listed below, please contact Hailey Gajewski at 800-456-5974.

MEDICAL

Medical: Plan 1100 $25 Copay, $750 Ded, 80%, $3000 OOP Max
RX Plan: 5A $10/30/50, $0 Ded
Your % rate change is: 9.70%
Your payroll deductions for medical benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	$1,033.46	$1,133.70	$ 1,133.70	$ 0.00	$______	$______
Employee & Spouse	$1,652.58	$1,812.88	$ 1,133.70	$ 679.18	$______	$______
Employee & Child	$1,310.68	$1,437.82	$ 1,133.70	$ 304.12	$______	$______
Employee & Child(ren)	$1,643.28	$1,802.68	$ 1,133.70	$ 668.98	$______	$______
Employee & Family	$2,151.52	$2,360.22	$ 1,133.70	$ 1,226.52	$______	$______

_____ **Initial to accept Medical Plan and New Rates**.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., $50 Ded, 80% Bas., 50% Major
Your % rate change is: 12.80%
Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	$30.26	$34.12	$ 34.12	$ 0.00	$	$
Employee & Spouse	$66.30	$74.78	$ 34.12	$ 40.66	$	$
Employee & Child(ren)	$56.82	$64.08	$ 34.12	$ 29.96	$	$
Employee & Family	$94.70	$106.82	$ 34.12	$ 72.70	$	$

_____ **Initial to accept Dental Plan and New Rates.**

VISION

Vision: PREM-12/12/12, $0 Exam Copay, $10 Lenses Copay, $180 Frame Allowance
Your % rate change is: 0.00%
Your payroll deductions for vision benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/01/2025	New Amount Employer Pays	New Amount Employee Pays	New Amount Employer Pays for Retiree (if applicable)	New Amount Retiree Pays (if applicable)
Employee Only	$7.86	$7.86	$ 0.00	$ 7.86	$	$
Employee & Spouse	$14.98	$14.98	$ 0.00	$ 14.98	$	$
Employee & Child(ren)	$15.78	$15.78	$ 0.00	$ 15.78	$	$
Employee & Family	$23.22	$23.22	$ 0.00	$ 23.22	$	$

_____ **Initial to accept Vision Plan and New Rates.**

EMPLOYEE SELF-SERVICE (ESS) INFORMATION

The ESS (mybenefits.county.org) allows employees to update employee and dependent demographic data and make election changes. Demographic updates are always enabled on the ESS. However, groups must opt in to allow election changes on the ESS.

Please select one option below to indicate if your group would like to allow employees to make election changes on the ESS. All changes made by employees on the ESS are reflected in real time on OASys and in available reports.

ESS: ☒ Allow election changes on the ESS ☐ Do not allow election changes on the ESS

________ **Initial to confirm ESS Elections.**

WAITING PERIOD

Waiting period applies to all benefits.

Employees	**Elected Officials**
89 days - Day following waiting period	Date of Hire

________ **Initial to confirm Waiting Period.**

COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

☐ Group processes COBRA on OASys
** Group is responsible for fulfilling COBRA notification process and requirements.*

☑ BenefitConnect COBRA Department coordinates COBRA Administration
** WTW BenefitConnect administers COBRA via contract between Group and TAC HEBP.*

☐ Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)
** Group is responsible for fulfilling COBRA notification process and requirements.*

________ **Initial to confirm COBRA Administration.**

BROKER OR CONSULTANT INFORMATION

Please confirm your broker or consultant's information, if applicable.

☐ Broker ☐ Consultant

Agency Name ______________________________

Broker Representative ______________________________

Address ______________________________

____

Phone ______________________________

Fax ______________________________

Email ______________________________

Agency Name ______________________________

Consultant Representative ______________________________

Address ______________________________

____

Phone ______________________________

Fax ______________________________

Email ______________________________

_____**Initial to confirm Broker or Consultant information**

GROUP PHYSICAL MAILING ADDRESS

Please add your group's physical mailing address information:

Address 220 S Pierce St

Burnet, TX 78611

_________ **Initial to confirm Physical Mailing Address**.

TAC HEBP Member Contact Designation

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, the person signing this RNBC represents and acknowledges that they are authorized to sign on the county or district's behalf.

Please list changes and/or corrections below.

Name	Bryan Wilson	______________________
Title	County Judge	______________________
Address	220 S. Pierce	______________________
	Burnet, TX 78611-2200	______________________
Phone	5127550412	______________________
Fax	5127155217	______________________
Email	bwilson@burnetcountytexas.org	______________________

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name	Shirley Bullard	______________________
Title	HR Director	______________________
Address	220 S. Pierce	______________________
	Burnet , TX 78611	______________________
Phone	5127565489	______________________
Fax	5127565487	______________________
Email	sbullard@burnetcountytexas.org	______________________

COUNTY REPRESENTATIVE

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name	Shirley Bullard	______________________
Title	HR Director	______________________
Address	220 S. Pierce	______________________
	Burnet, TX 78611	______________________
Phone	5127565489	______________________
Fax	5127565487	______________________
Email	sbullard@burnetcountytexas.org	______________________

HEALTHY COUNTY WELLNESS COORDINATORS

Primary contact regarding the Healthy County wellness program. Groups can designate up to two Wellness Coordinators.

Please list changes and/or corrections below.

Name	Shelly Denton	______________________
Title	Assistant HR Director	______________________
Address	220 S Pierce St Rm 1	______________________
	Burnet, TX 78611-3136	______________________
Phone	5127155203	______________________
Fax		______________________
Email	sdenton@burnetcountytexas.org	______________________

Name		______________________
Title		______________________
Address		______________________
		______________________
Phone		______________________
Fax		______________________
Email		______________________

HEALTHY COUNTY WELLNESS SPONSORS

An elected or appointed official (preferred) who supports the administration of the Healthy County wellness program. Groups can designate up to two Wellness Sponsors.

Please list changes and/or corrections below.

Name	Shirley Bullard	______________________
Title	Human Resources Director	______________________
Address	220 S. Pierce Street	______________________
	Burnet, TX 78611	______________________
Phone	5127565489	______________________
Fax		______________________
Email	sbullard@burnetcountytexas.org	______________________

Name		______________________
Title		______________________
Address		______________________
		______________________
Phone		______________________
Fax		______________________
Email		______________________

______ **Initial to confirm Member Contact Designations.**

HIPAA CERTIFICATION

Terms of the HIPAA Certification Agreement Signed by County/District contracting authority in order to receive Protected Health Information (PHI):

Note: In order for TAC HEBP to disclose PHI to a TAC HEBP member entity (such as a County or District that contracted for TAC HEBP benefits), the contracting authority must have signed the Certification, which includes the provisions set out below (unless the individual whose PHI is being disclosed has signed a HIPAA Authorization allowing their PHI to be disclosed for this purpose). The County/District is referred to an "EMPLOYER" in the Certification. Any County/District employee who receives PHI on the "EMPLOYER'S" behalf must comply with these terms. If you have any questions about whether the information you are receiving is PHI or these Certification provisions, please contact a member of the TAC Health and Benefits Services' team.
*****

As required under the HIPAA Standards for Confidentiality of Individually Identifiable Health Information, 45 CFR Parts <u>160</u> & <u>164</u> ("HIPAA Privacy Regulations"), the Plan Sponsor (EMPLOYER) certifies to the Texas Association of Counties Health Employees Benefit Pool (the "Plan") that, upon receipt of any Protected Health Information ("PHI"), EMPLOYER will comply with the provisions of the HIPAA Certification. These provisions include:

1. EMPLOYER certifies that it only will use or disclose PHI for plan administration purposes of the Plan, consistent with any Plan documentation and as permitted by law.

2. EMPLOYER will require that any agents or subcontractors to whom it provides PHI received under this Certification to agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such information.

3. EMPLOYER agrees not to use or disclose any information received under this Certification for employment-related actions and decisions, or in connection with any other benefit or employee benefit plan sponsored by EMPLOYER.

4. EMPLOYER will report to the Plan any use or disclosure of information that is inconsistent with the uses or disclosures provided for under this Certification of which it becomes aware.

5. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the access requirements under 45 CFR § 164.524.

6. EMPLOYER will make available any information it holds under this Certification in order for Plan to comply with the amendment requirements under 45 CFR § 164.526, and will incorporate any amendments to PHI it holds, as required in 45 CFR § 164.526.

7. EMPLOYER agrees to document and provide a description of any disclosures of PHI, and information related to such disclosures, as would be required for Plan to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. EMPLOYER agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services, for purposes of the Secretary determining the Plan's compliance with the HIPAA Privacy Regulations.

9. EMPLOYER will return or destroy all PHI received from Plan that EMPLOYER maintains in any form, including by agents or subcontracts, and retain no copies of such information, when it is no longer needed for the purpose for which the disclosure was made, except that, if EMPLOYER and Plan agree that such return or destruction is not feasible, EMPLOYER will limit further uses or disclosures of the information to those purpose that make the return or destruction of the information infeasible.

10. EMPLOYER will resolve issues of noncompliance with the terms of this Certification by persons entitled to use or disclose PHI under this Certification in a timely manner.

11. EMPLOYER will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives from the Plan, in accordance with the HIPAA Security Standards, 45 CFR Parts 160, 162.and 164. EMPLOYER will report to the Plan any security incident under the HIPAA Security Standards of which it becomes aware.

12. EMPLOYER will establish adequate separation between EMPLOYER and Plan, as required under 45 CFR § 164.504(f)(2)(iii) by limiting access to PHI to those employees or classes of employees listed below whom EMPLOYER has determined are entitled to use or disclose such PHI. EMPLOYER will require that these listed employees will receive HIPAA Privacy Training and only may use or disclose such PHI for plan administration functions, as defined in the HIPAA Privacy Regulations. Plan only will disclose PHI to the following employees whom EMPLOYER has determined are entitled to receive PHI.

____

Printed Name of Contracting Authority

____

Signature of Contracting Authority **Date**

PLAN INFORMATION

- RNBC must be received by 06/27/2025 to avoid additional administrative fees.
- Signature below is required to confirm and accept your group's renewal.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- If applicable, retiree rates are the same for medical, dental, and vision as active employees regardless of age.
- If applicable, broker commissions are included in rates.

______ **Initial to confirm Plan Information.**

RENEWAL CONFIRMATION SIGNATURE

____ **Date:**_______________

Signature of County Judge or Contracting Authority

____

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

Texas Association of Counties
Health and Employee Benefits Pool

2025 – 2026 Alternate Plan Proposal

Group: 94619 - Burnet County

Effective Date: 10/01/2025

	Current Plan Year	Renewal Rates	Option 1	Option 2	Option 3
Plan:	**Plan 1100**	**Plan 1100**	**Plan 1100-G**	**Plan 1100-G2**	**Plan 1200-NG**
Option:	**RX-5A**	**RX-5A**	**RX-5A-G**	**RX-5A-G2**	**RX-5A-NG**
Rates					
Employee Only	$1,033.46	$1,133.70	$1,105.66	$1,082.32	$1,109.44
Employee & Spouse	$1,652.58	$1,812.88	$1,767.76	$1,730.20	$1,773.84
Employee & Child	$1,310.68	$1,437.82	$1,402.14	$1,372.42	$1,406.94
Employee & Child(ren)	$1,643.28	$1,802.68	$1,757.82	$1,720.46	$1,763.86
Employee & Family	$2,151.52	$2,360.22	$2,301.34	$2,252.30	$2,309.28
Medical Plan					
Deductible In/Out Network	$750/1000	$750/1000	$900/1200	$1030/1370	$1000/3000
Co-Insurance% In/Out	80/60	80/60	80/60	80/60	80/60
Co-Insurance Maximum	$3000/6000	$3000/6000	$3600/7200	$4100/8200	$3000/6000
Office Visit	$25	$25	$30	$30	$30
Specialist Visit					
Emergency Room Hospital	$120	$120	$120	$135	$150
Prescription Plan					
Prescription Card Co-Pay	$10/30/50	$10/30/50	$10/30/60	$15/40/65	$10/30/50
Deductible	$0	$0	$0	$0	$0

Proposal rates are based on the following information:

- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Rates are based on a minimum employer contribution of 100% of the employee only rate or current funding level.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Form must be received by 06/27/2025 in order to avoid a delay in implementation of benefits and/or late processing fees.

Please indicate the selected plan here PLAN 1100/RX-5A.

Fax the signed document to 512-481-8481 or email to haileyg@county.org.

Signature________________________ Date________________________

TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (the "Agreement") is made by and between BURNET COUNTY, a political subdivision of the State of Texas (the "Member"), acting through its [COMMISSIONERS COURT OR OTHER GOVERNING BODY], and the Texas Association of Counties Health and Employee Benefits Pool ("HEBP"), as authorized by the Texas Interlocal Cooperation Act, TEX. GOV'T CODE, Chapter 791 ("Interlocal Cooperation Act"), acting on its own behalf and on behalf of each other political subdivision having membership in the HEBP.

1. RECITALS

1.1 The Member is a political subdivision of the State of Texas as defined in the Texas Political Subdivision Employees Uniform Group Benefits Act (TEX. LOC. GOV'T CODE, Chapter 172) ("Group Benefits Act").

1.2 As a political subdivision of the State of Texas, the Member performs certain governmental functions and services as those terms are defined under Interlocal Cooperation Act § 791.003.

1.3 The Member desires to contract with HEBP to obtain one or more of the following, as indicated by Member on Attachment A to this Agreement, which is incorporated herein: 1) health and employee benefit plans and administrative services relating to health and employee benefit plans for its officials, employees, and retirees, and their eligible dependents, including accident, health, dental, life, disability and other appropriate coverages; 2) administrative services or stop-loss coverage in support of Member's self-funded health and employee benefits plan; 3) the benefits available to retirees of the Member through the County Choice Silver Program or other similar programs; 4) Affordable Care Act Reporting and Tracking Services (ARTS); and 5) such other related programs as HEBP's board of trustees determines to make available to members of HEBP.

1.4 The Member acknowledges that this Agreement is a contract with HEBP and each political subdivision that is a member of HEBP and that HEBP may contract with other political subdivisions wishing to participate, at the discretion of HEBP.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted by majority vote, at a duly called and posted public meeting, to authorize the execution of this Agreement and participation in HEBP.

2. AGREEMENT

2.1 Entry Into HEBP. For and in consideration of the mutual agreements set forth in this Agreement, and other good and valuable consideration, the Member enters into this Agreement for the purpose of joining HEBP, to achieve efficiencies and economies of scale in connection with the provision of one or more of the programs or services listed in paragraph 1.3 above.

2.2 HEBP Not an Insurer. HEBP is not an insurer. All benefits and related services provided by HEBP are authorized pursuant to the Group Benefits Act, the Interlocal Cooperation Act, and other applicable Texas law.

2.3 Administrative Contract with the Texas Association of Counties. HEBP has contracted with the Texas Association of Counties ("TAC") to administer the business and operations of HEBP and supervise the performance of the Agreement.

3. TERMS AND CONDITIONS

3.1 Term and Termination. This term of this Agreement shall be for one year, commencing as of the date of execution by the second party to sign the Agreement. This Agreement shall be automatically renewed annually for an additional one-year term without the necessity of any action by the parties other than payment of the appropriate premium or contribution. Either party may elect not to renew this Agreement by giving written notice not less than 30 days before the end of the original term or any renewal term.

3.2 Agreement Binds Members. Each Member agrees to be bound by this Agreement and HEBP's Bylaws, policies and procedures, which collectively establish the conditions for membership in HEBP. HEBP's Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out, except that Articles III(E), IX(B), and XV(B) shall apply to members that obtain only administrative services, County Choice Silver benefits, or ARTS services from HEBP only to the extent the Member's contributions contribute to any surplus that may be distributed.

Any amendment to the Bylaws becomes binding on the Member immediately upon its adoption.

3.3 Benefit Plans. For a Member that participates in the pooled HEBP's health and employee benefits plan, HEBP will make available health and employee benefit plans for the officials, employees, retirees, and eligible dependents of the Member, including accident, health, dental, life, disability and other appropriate coverages ("Benefit Plans"). HEBP will provide all benefits under the authority of the laws of the State of Texas, including the Group Benefits Act and the Interlocal Cooperation Act. Each Member will adopt its own Benefit Plan from those made available by HEBP. The Member's Benefit Plan may combine insured, self-insured, and pooled liabilities.

For a Member that does not participate in HEBP's pooled health and employee benefits plan, HEBP shall make available administrative services, stop–loss coverage, County Choice Silver or other retiree benefits, ARTS services and other benefits and services as the board of trustees determines to make available.

3.4 HEBP Procedures and Bylaws. Every Member shall furnish all the information that HEBP deems necessary and useful for the purposes of this Agreement and shall abide by the procedures and Bylaws adopted for the administration of the Benefit Plans.

3.5 Third-Party Administrator. HEBP may contract with one or more third-party administrators.

3.6 Payments and Conditions. Payments and contributions shall be made by the Member to HEBP at Austin, Travis County, Texas on the dates and in such amounts as HEBP requires. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. Contributions and other payments received by HEBP from its Members will be held and managed for the benefit of the Members of the Pool, not the individual officials, employees, retirees of a Member, or the dependents of these officials, employees or retirees.

3.7 Insurance and Reinsurance. HEBP may purchase insurance, stop loss or excess loss coverage, and reinsurance as provided by law, and each Member is subject to the terms and conditions of HEBP's insurance, stop loss or excess loss coverage, or reinsurance. A self-insured Member that obtain administrative services only will obtain stop-loss coverage from or through HEBP. If HEBP is unable to provide appropriate coverage, the Member will obtain other stop-loss coverage that is satisfactory to HEBP.

3.8 Coordinators. Each Member shall appoint, and designate in the space provided below, a Pool Coordinator of department head rank or above. Each Member agrees that HEBP is not required to contact or provide notices to any person other than the Pool Coordinator. Any notice to a Member's Pool Coordinator related to service or a claim under this Agreement is binding on the Member. Each Member may change its Pool Coordinator at any time by giving written notice to HEBP.

3.9 Audits. HEBP will be audited annually by an independent certified public accountant, and the audit will be filed as required by the laws of the State of Texas including the Group Benefits Act.

3.10 Plan Administrator. HEBP will serve as the plan administrator, as defined by the Health Insurance Portability and Accountability Act, for a Member participating in the pooled health and employee Benefits Plan. Each self-insured Member will serve as its own plan administrator, retains the right, duties and privileges of the plan administrator and acknowledges it has responsibility for compliance with all state and federal laws applicable to employee benefits for its employees and plan participants.

3.11 Self-Insured Member Responsibility. Each Member acknowledges that, to the extent its Benefit Plan is self-insured, it remains responsible for the payment of benefits under the Benefit Plan if HEBP fails to make payments.

3.12 ARTS Participant Responsibility. A Member who participates in the ARTS Program is responsible for providing HEBP with detailed payroll information, including leave of absence, and health benefits information for each full time employee. HEBP is not responsible for verification of information provided by or on behalf of a Member under the ARTS Program. Each participating Member acknowledges that it remains responsible for the accuracy of the information provided to HEBP, and for any fines, penalties, or damages resulting from reports generated from the information.

4. ADMINISTRATIVE PROVISIONS

4.1 Amendment. This Agreement may only be amended or modified by written agreement signed by the parties, or as otherwise provided under this Agreement.

4.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

4.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege be considered as a waiver of that right or privilege.

4.4 Notices. Any notice required to be given or payment required to be made to HEBP shall be deemed properly sent if addressed to:

Texas Association of Counties Health and Employee Benefits Pool
Attention: Director, Health and Benefits Services Department
1210 San Antonio
Austin, Texas 78701

and deposited in the United States mail with proper postage. HEBP may change its address by giving notice to the Members. The terms of a Member's Benefit Plan govern submission of any notice regarding claims under a Member's coverages.

4.4.1 ACH Method of Payment. In order to satisfy Member payment obligations, Member is authorized to initiate electronic debit or credit entries through the Automated Clearinghouse ("ACH") system to HEBP's account or any deposit account maintained by HEBP.

4.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in state district court in Austin, Travis County, Texas.

4.6 Exclusive Right to Enforce. HEBP and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

____
Susan Redford, Executive Director,
Texas Association of Counties

Date: ______________________

BURNET COUNTY
COUNTY OR ENTITY NAME

MEMBER'S POOL COORDINATOR

Name: Shirley Bullard

Address: 220 S Pierce St

Burnet, TX 78611

Title: H.R. Director

Phone Number: 512-756-5489

E-Mail Address: sbullard@burnetcountytexas.org

By: ______________________________
COUNTY JUDGE OR PRESIDING OFFICER

By: ______________________________
Printed Name:

Title: ______________________

Date: ______________________

ATTACHMENT A

The Member must select the HEBP services that it will obtain through its membership in HEBP. Please indicate your choices by checking the appropriate box(es) below.

☒ **A. Pooled Coverage**

[You may also select services under D and E, below. Do not select services under B and C, below.]

The Member will participate in the pooled funding arrangements for HEBP health and employee benefits plans. HEBP will provide health and employee benefit plans for the Member's officials, employees, retirees, and eligible dependents, that may include accident, health, prescription drug, dental, disability and other appropriate coverages. Member will adopt its own Benefit Plan from those made available by HEBP. HEBP will provide administrative and other necessary services in support of the Benefit Plan chosen by the Member.

☐ **B. Administrative Services**

[Do not select this box if you selected option A, above. You may select any of the services below.]

The Member has established its own self-funded health and employee benefits plan for its officials, employees, retirees and their eligible dependents. The Member does not want to participate in the pooled HEBP health and employee Benefits Plans, but will obtain from HEBP administrative services in support of Member's self-funded Benefits Plan. HEBP will provide these administrative services under the terms of the Administrative Services Agreement between HEBP and the Member, attached as Exhibit 1 if applicable.

☐ **C. Stop-Loss Coverage**

[Do not select this box if you selected option A, above. If you select this option C, you MUST also select option B, above. You may also select services under D or E, below.]

The Member has established a fund to provide its own health and employee benefits plan for its officials, employees, retirees and their eligible dependents.

The Member does not want to participate in the pooled HEBP health and employee benefits plan, but will obtain from HEBP stop-loss coverage in support of its self-funded Plan. HEBP will provide stop-loss coverage to Member pursuant to the terms of the Stop-Loss Coverage Agreement between Member and HEBP, attached as Exhibit 2 if applicable.

☐ **D. Retiree Health Benefit Plans**

[You may select this option in addition to any other service.]

The Member will participate in the retiree medical program for Medicare eligible retirees of a Member, according to the terms agreed to by Member and HEBP, as described in the Retiree Benefit Plan attached as Exhibit 3 if applicable.

☐ **E. ACA Reporting and Tracking Service (ARTS)**

[You may select this option in addition to any other service.]

The Member will participate in the Affordable Care Act (ACA) Reporting and Tracking Service Program, which provides reporting specific to the Member's employees regarding various ACA rules and thresholds, and produces related annual forms required by the Internal Revenue Code, based on data submitted to HEBP by Member, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 4, if applicable.

☒ **F. COBRA Administrative Services**

[You may select this option in addition to any other service.]

The Member will participate in the COBRA administrative services, which provide fulfillment of COBRA notice requirements, enrollment of eligible COBRA participants who elect COBRA benefits, and the collection of COBRA premiums from COBRA participants, according to the terms and pricing agreed to by Member and HEBP, attached as Exhibit 5, if applicable.

Together.
Better.
Stronger.

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM
Burnet County

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive online or via mobile app.

Burnet County's CSI

Our records indicate that Burnet County currently has a County Specific Incentive program in place. Please make a selection below to let us know if you would like to keep your current design in place for the 2025-2026 plan year, or if you would like to make modifications to your current design. If you select "Yes," your TAC HEBP Wellness Consultant will reach out to you to confirm reward and penalty options for the upcoming plan year. Please also feel free to contact your consultant at any time to begin this process. If you decide to make changes to your CSI, there is a six week waiting period before employees can view the program online.

Current CSI > Annual Physical: Prize drawing entry

Please select one:

☒ Yes, we would like to continue with the same CSI program for the 2025-2026 plan year.

☐ We are interested in making changes to our CSI program.

County Name: __Burnet County______________________________________

Printed Name and Title: ____

Contracting Authority Signature: ____

Date: ______________________

Plan Year 2026 Benefit Updates

COBRA Update

New TAC HEBP Billing Policy

Spouse Eligibility Form Change

Pharmacy Network Update

New Billing & Payment Policy

Effective May 1, 2025

TAC HEBP now has a new billing policy. Groups are required to pay on time and as billed each month.

The updated policy which included information on Timely Payment Requirements, Late Payment Timelines, Payment Methods, and Payment Options was sent in mid-April. If you did not receive it or need another copy, please contact your Employee Benefit Specialist.

New COBRA Administrator

Effective May 1, 2025

TAC HEBP transitioned to a new COBRA administrator, **BenefitConnect|COBRA**.

All current groups partnering with TAC HEBP for COBRA services have successfully transitioned to the new vendor. If your group is continuing COBRA administration through TAC HEBP and BenefitConnect|COBRA, you will receive an amended Interlocal Agreement with your renewal. Please review, sign, and return it promptly.

Groups interested in transitioning to BenefitConnect|COBRA or learning more about the service may contact their Employee Benefits Consultant (EBC) for details, including the COBRA fee schedule and support model.

At renewal, groups have the option to:

1. Continue COBRA administration through TAC HEBP and BenefitConnect|COBRA;
2. Elect to self-administer COBRA benefits; or
3. Select an outside third-party administrator (TPA) — groups choosing this option will continue to process terminations through OASys.

If your group currently self-administers or uses a TPA, we encourage you to explore the benefits of our fully supported COBRA solution. Your EBC is available to walk you through the advantages and answer any questions.

Spouse Eligibility Verification

Effective October 1, 2025

The Board voted to remove the requirement for spouses to obtain coverage through their own employer before becoming eligible for coverage under the Pool.

While the Spouse Eligibility Verification Form will remain available for groups that wish to continue using it, its use is now optional and no longer mandatory.

Pharmacy Network Optimization

To help manage rising pharmacy costs and enhance overall prescription drug savings for the Pool, TAC HEBP will transition to a more focused pharmacy network. As part of this change, **CVS, Kroger, United Pharmacy, and Albertsons pharmacies will no longer be included** in the network effective on your group's anniversary date.

Navitus, our pharmacy benefit manager, conducted a thorough analysis and estimates that this change will impact **fewer than 12%** of the Pool's 49,000 covered members.

Members who currently fill prescriptions at one of the excluded pharmacies will be contacted 30 days prior to the effective date and provided with a list of nearby, in-network pharmacy alternatives based on their zip code.

This strategic shift is designed to maximize cost efficiency while continuing to support access to high-quality pharmacy care.

Texas Association of Counties
Health and Employee Benefits Pool

12-Month Medical Report

Post Date : Mar 2025

Metrics : (Average Members, Average Subscribers, Total Contribution, Medical Paid, Pharmacy Paid, Paid)
Rows : (Paid Date)
Columns : (Metrics)
Paid Date : Last 12 Months [Apr 2024 - Mar 2025]
Account : (000094500 - POOLED)
Coverage Type : (Medical)
Group : (094619 - BURNET COUNTY)

Paid Date	Average Subscribers	Average Members	Total Contribution	Medical Paid	Pharmacy Paid	Paid
Apr 2024	318	526	$362,788.80	$219,948.14	$98,848.50	$318,796.64
May 2024	323	530	$368,533.14	$181,233.00	$86,687.15	$267,920.15
Jun 2024	322	535	$368,673.98	$664,901.73	$65,237.70	$730,139.43
Jul 2024	317	527	$365,694.70	$284,822.79	$87,014.52	$371,837.31
Aug 2024	323	539	$369,607.54	$305,062.34	$91,964.18	$397,026.52
Sep 2024	331	545	$377,310.90	$348,172.96	$79,646.64	$427,819.60
Oct 2024	332	552	$410,612.14	$355,108.34	$70,874.00	$425,982.34
Nov 2024	334	553	$412,030.84	$394,156.16	$106,587.37	$500,743.53
Dec 2024	337	557	$414,567.60	$267,734.21	$98,075.00	$365,809.21
Jan 2025	335	551	$410,156.54	$557,777.03	$63,534.78	$621,311.81
Feb 2025	332	543	$406,260.16	$333,557.63	$106,241.17	$439,798.80
Mar 2025	334	544	$406,260.16	$406,081.18	$82,676.52	$488,757.70
Total: Selected Filter(s)	**328**	**542**	**$4,672,496.50**	**$4,318,555.51**	**$1,037,387.53**	**$5,355,943.04**

Texas Association *of* Counties
Health and Employee Benefits Pool

12-Month Dental Report

Post Date : Mar 2025

Metrics : (Average Subscribers, Average Members, Total Contribution, Dental Paid)
Rows : (Paid Date)
Columns : (Metrics)
Paid Date : Last 12 Months [Apr 2024 - Mar 2025]
Account : (000094500 - POOLED)
Coverage Type : (Dental)
Group : (094619 - BURNET COUNTY)

Paid Date	Average Subscribers	Average Members	Total Contribution	Dental Paid
Apr 2024	316	602	$14,455.88	$15,670.94
May 2024	320	607	$14,640.48	$16,250.55
Jun 2024	318	608	$14,604.08	$12,592.21
Jul 2024	315	611	$14,587.78	$10,079.81
Aug 2024	319	616	$14,677.26	$17,379.94
Sep 2024	327	627	$14,874.78	$14,751.17
Oct 2024	327	640	$15,856.70	$17,599.55
Nov 2024	331	645	$16,004.30	$17,961.54
Dec 2024	334	649	$16,178.46	$13,338.22
Jan 2025	331	640	$15,805.42	$13,302.66
Feb 2025	329	632	$15,758.08	$15,644.39
Mar 2025	332	635	$15,816.74	$13,671.61
Total: Selected Filter(s)	**325**	**626**	**$183,259.96**	**$178,242.59**

TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

HCC - No PHI

Post Date : Mar 2025

Service Category : Total (Inpatient Facility, Outpatient Facility, Pharmacy, Professional)
Metrics : (Paid)
Claim Type : (MEDICAL, PHARMACY)
Coverage Type : (Medical)
Group : (094619 - BURNET COUNTY)
Paid Month : Last 12 Months [Apr 2024 - Mar 2025]

Paid greater or equal 10000.00

Paid : descending

Encrypted Member ID	Member Status	Medical Paid	Pharmacy Paid	Paid
18600391779	Active	$538,842.23	$1,826.36	$540,668.59
8840188504	Active	$1,624.90	$189,290.60	$190,915.50
16200092675	Active	$182,324.50	$178.92	$182,503.42
8840188440	Active	$6,343.38	$132,408.82	$138,752.20
8840243521	Cobra	$129,761.59	$7,363.98	$137,125.57
20420355982	Active	$122,551.48	$31.54	$122,583.02
18310195965	Active	$119,372.79	$88.44	$119,461.23
17810256351	Active	$95,351.29	$9,622.81	$104,974.10
18410958951	Active	$98,731.03	$4,937.12	$103,668.15
18770396884	Active	$96,197.31	$361.86	$96,559.17
20551462744	Active	$82,415.59	$68.31	$82,483.90
18450359674	Active	$78,421.69	$1,308.28	$79,729.97
20551462743	Active	$73,152.66	$6,348.12	$79,500.78
18170019663	Active	$71,803.08	$827.17	$72,630.25
8840188415	Active	$67,995.84	$4,409.89	$72,405.73
20760022934	Active	$64,876.61	$1,966.53	$66,843.14
19940316996	Active	$6,155.59	$54,694.26	$60,849.85
9270460131	Active	$48,512.60	$10,065.89	$58,578.49
16620044782	Active	$57,752.57	$246.89	$57,999.46
20550186336	Active	$56,093.77	$217.43	$56,311.20
18871034590	Active	$48,198.22	$3,869.31	$52,067.53
17810166275	Active	$47,013.52	$2,562.77	$49,576.29
19361256702	Active	$44,859.59	$1,519.00	$46,378.59

19230384659	Active	$32,174.28	$13,479.34	$45,653.62
17942562164	Active	$37,451.58	$6,637.52	$44,089.10
20510006578	Active	$39,768.97	$2,603.50	$42,372.47
3060905122	Active	$41,294.60	$829.75	$42,124.35
20090192512	Active	$39,871.38	$493.60	$40,364.98
20390221712	Active	$38,925.18	$665.00	$39,590.18
20880107162	Active	$38,520.81	$0.00	$38,520.81
8840188548	Active	$18,740.35	$17,235.74	$35,976.09
20580405393	Active	$35,273.95	$121.79	$35,395.74
19360080135	Active	$22,467.44	$10,688.12	$33,155.56
19190529037	Active	$2,416.73	$29,347.62	$31,764.35
18920682466	Active	$31,748.75	$0.00	$31,748.75
8840188458	Active	$18,836.53	$12,854.05	$31,690.58
19490129634	Active	$23,507.89	$7,121.01	$30,628.90
20700334456	Active	$29,901.88	$6.50	$29,908.38
19720400094	Active	$27,329.47	$1.30	$27,330.77
20480421571	Active	$26,473.07	$0.00	$26,473.07
5680195981	Active	$14,786.94	$11,144.72	$25,931.66
19230384414	Active	$25,365.88	$0.00	$25,365.88
12750125132	Active	$25,206.26	$5.64	$25,211.90
17130167037	Active	$23,569.20	$357.04	$23,926.24
16520578357	Active	$23,422.91	$17.58	$23,440.49
17945394923	Active	$15,148.79	$8,290.88	$23,439.67
18530154876	Active	$21,462.90	$1,579.45	$23,042.35
12360329782	Active	$8,916.08	$12,786.29	$21,702.37
16000327226	Active	$18,407.68	$3,269.89	$21,677.57
16830391718	Active	$6,149.62	$15,298.93	$21,448.55
18770051991	Active	$16,850.90	$4,257.72	$21,108.62
16310083830	Active	$1,264.48	$19,746.53	$21,011.01
20220488731	Active	$3,819.88	$17,178.22	$20,998.10
3043379840	Active	$2,541.34	$18,292.87	$20,834.21
20051097162	Active	$20,439.44	$383.67	$20,823.11
20730501173	Active	$16,774.97	$3,894.78	$20,669.75
8840188510	Active	$15,708.60	$4,882.02	$20,590.62
16000270915	Active	$11,724.56	$8,683.94	$20,408.50
16150262031	Active	$1,715.41	$18,677.39	$20,392.80
9270337604	Active	$2,579.94	$17,656.40	$20,236.34
20821008198	Active	$19,031.45	$1,049.66	$20,081.11
20551481634	Active	$19,987.52	$3.95	$19,991.47
3061753034	Active	$19,489.28	$353.58	$19,842.86
18240694207	Active	$2,906.52	$16,697.04	$19,603.56

3330140649	Active	$12,198.44	$7,080.24	$19,278.68
20790536907	Active	$4,255.70	$15,017.25	$19,272.95
6380196035	Active	$18,669.50	$524.40	$19,193.90
8840188483	Active	$19,136.01	$48.71	$19,184.72
16030137804	Active	$4,199.69	$14,855.00	$19,054.69
17170122828	Active	$18,536.76	$509.80	$19,046.56
20551462745	Active	$3,447.09	$15,218.11	$18,665.20
18240657044	Active	$14,729.86	$3,701.31	$18,431.17
20480166965	Active	$17,842.57	$139.75	$17,982.32
4970190551	Active	$12,429.72	$5,144.14	$17,573.86
20200181023	Active	$17,297.95	$64.17	$17,362.12
20130460449	Active	$16,040.02	$1,252.64	$17,292.66
20580346825	Active	$17,048.98	$0.00	$17,048.98
18770396907	Active	$16,617.54	$0.00	$16,617.54
20700536735	Active	$16,212.54	$4.44	$16,216.98
19771158687	Active	$15,945.39	$0.00	$15,945.39
8840188384	Active	$15,572.44	$65.59	$15,638.03
20650536928	Active	$15,508.07	$12.02	$15,520.09
4970190553	Active	$14,757.45	$733.96	$15,491.41
18871108251	Active	$3,124.83	$12,207.43	$15,332.26
8840188495	Active	$14,867.15	$176.80	$15,043.95
8840188505	Active	$9,793.19	$5,214.57	$15,007.76
19490447593	Active	$14,869.14	$0.00	$14,869.14
20480160128	Active	$13,175.79	$1,442.35	$14,618.14
18140216538	Active	$7,396.81	$6,857.70	$14,254.51
16740386425	Active	$6,960.41	$7,231.35	$14,191.76
17510206240	Active	$1,369.65	$12,788.66	$14,158.31
5440131836	Active	$1,878.31	$11,888.51	$13,766.82
16940819793	Active	$4,692.50	$8,973.03	$13,665.53
17380200040	Active	$5,386.24	$8,162.81	$13,549.05
20551462742	Active	$13,352.72	$46.34	$13,399.06
20480420865	Active	$12,979.91	$167.51	$13,147.42
15950273878	Active	$6,300.84	$6,777.55	$13,078.39
13570079783	Active	$9,240.09	$3,804.26	$13,044.35
16830187520	Active	$2,996.35	$10,029.96	$13,026.31
20480420997	Active	$12,476.50	$233.26	$12,709.76
18870465305	Active	$12,385.31	$173.93	$12,559.24
19360336276	Active	$12,381.94	$51.09	$12,433.03
19361256704	Active	$5,465.64	$5,704.40	$11,170.04
19400090887	Active	$10,952.40	$157.44	$11,109.84
19800407595	Active	$9,409.14	$1,678.11	$11,087.25

19940065784	Active	$2,409.44	$8,475.60	$10,885.04
18370165547	Active	$10,425.24	$0.61	$10,425.85
20040906106	Active	$4,026.75	$6,288.67	$10,315.42
20700536628	Active	$9,946.69	$320.52	$10,267.21
9670171828	Active	$6,342.21	$3,846.89	$10,189.10
Query Total	**110**	**$3,475,376.15**	**$907,878.21**	**$4,383,254.36**

Sponsored Event: Taste of Highland Lakes

Date: September 20, 2025

Suggested sponsor level: Indulge Sponsor ($850)

Logo on all event materials and in advertising

Signage at the event

Recognition from event stage and during KBEY remote

6 VIP tickets

Use of HOT funds under the following:

b) Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

c) Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

EVENT MUST BE OPEN TO THE PUBLIC

NAME OF EVENT: Taste Highland Lakes

DATE(s) OF EVENT: Saturday, Sept. 20, 2025

CONTACT PERSON: (1) Hannah McCree, Sponsorships

MAILING ADDRESS (street, city, state, zip): c/o Kingsland Visitor Center, 1309 RM 1431 Kingsland, 78639

NOTE: Checks mailed here

BOARD MEMBERS of EVENT/ORGANIZATION (if applicable):

Two board member, Karen Raven and Tara McAlister, are co-chairs of "Taste. Full list of Chamber board @ kingschamber.org/our team

PROJECTED ATTENDANCE: 250

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

SPONSORSHIP LEVEL PROPOSAL: (include list of benefits)

$850 "Indulge" (Attached benefits) and form

ADVERTISING/ MARKETING PLAN:

Attached - Yellow Highlights = "Taste" Plans

LIST OTHER SPONSORS PARTICIPATING:

Several Pending - full list of 2024 @ tastehighlandlakes.com

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

Signature: Terri Schexnayder

(2) Print name: Terri Schexnayder (512.786.1938)

Title: Marketing Specialist Date: May 20, 2025

Kingsland/Lake LBJ Chamber and Visitor Center

Taste
HIGHLAND
LAKES
Taste. Explore. Indulge.

Taste Highland Lakes Sponsorship Application

September 20, 2025 / 1:00 – 5:00 PM / 105 Rangeway Circle, Kingsland TX. 78639

The Kingsland/Lake LBJ Chamber & Visitor Center is hosting its third "Taste Highland Lakes" – a festival full of tastes from the region's leaders in food, wine and spirits Guests will continue to gather for an afternoon filled with live music, great tastes, and even better company. Held at The Legends, guests will enjoy live music while sampling the local wineries and distilleries, and the finest of hand-selected food vendors. The success of this important fundraiser relies on our Sponsor partners with proceeds helping to beautify our Kingsland Community Park.

Indulge Sponsorship: $850.00

- Logo on all event materials and in advertising
- Signage at the event
- Recognition from the event stage and during the KBEY remote
- 6 VIP admission tickets

Explore Sponsorship: $600.00

- Logo on all event material
- Signage at the event
- 4 VIP admission tickets

Taste Sponsorship: $300.00

- Logo on all event material
- Signage at the event
- 2 VIP admission tickets

Please return the attached completed Sponsorship Application to hannah@boattown.com no later than September 1, 2025.

Taste
HIGHLAND
LAKES
Taste. Explore. Indulge.

We (I) commit to choosing to be a sponsor at the following level (Please select one):

Taste Sponsorship ($300.00) ________________

Explore Sponsorship ($600.00) ________________

Indulge Sponsorship ($850.00) ________________

We (I) commit to becoming a sponsor in the amount of $ ____________ for the Taste Highland Lakes Festival. I will provide the Chamber with my logo and complete payment no later than 9/1/2025.

Please make checks payable to the Kingsland/Lake LBJ Chamber of Commerce. If paying with a credit card, please contact the chamber at kingslandchamber@gmail.com.

Name of Company/Individual: ____

Name of Contact Person: ____

Address: ____

Phone Number: ____

Email Address: ____

Signature of Participant: ____

Thank you for your support of Taste Highland Lakes, sponsored by The Kingsland/Lake LBJ Chamber of Commerce & Visitor Center.

ADVERTISING PLAN FOR "TASTE HIGHLAND LAKES" 2025

CATEGORY	AUDIENCE/REACH
Billboard : 71/Spicewood	9,300/day traffic
"Taste" vinyl for June – September	
Newspaper & Digital Media	
Horseshoe Bay Beacon/The Llano News	3,000 – 3,700/Weeklies
"Taste" Plans – Various ½-page Ads in two papers Aug – Sept	
Highlander/Burnet Bulletin - Print and Online –	Banners: 80,000
Two ½ page in two papers Sept. 10.11,16,17 E-News Banners/Large for 2 months X 2 – Aug/Sept	
Highland Lakes Weekly (NP) - "Taste" Plans – 1 -2 ads Late Aug – Sept.	Free Community paper (Readership N/A)
Daily Trib/101 Things to Do (Online/E-News	8,900 Subscribers – DailyTrib 6,300 Subscribers – 101 E-News
"Taste" Plans – 101 (Wed) & The Trib (M-F) to run Aug – Sept. – Top or Large Banners	
Texas Wine Lover E-News/APP E-News, Plan Your Trip" APP Ads (Aug-Sept.)	4,000 "Wine" followers
KBEY Radio	52,000/weekly 18+ listeners
Remote Package = 45 :30 Ads to run 9/13-20 and 9/20, 1-3pm, Remote. Plus, 10 :30 Ads to run in Aug.	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

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

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

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

Date Received

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

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

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

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

Sponsored Event: Battle on the Colorado

Date: August 1-3, 2025

Suggested sponsor level: Local Boat Partners // $1000 Investment // Formula Light

Logo Placement on each side of rear cowling

Live stream show mentions

Race site banner placement

Partnered boat display at kickoff racer rally street party

Roostertail VIP experience (2 weekend passes an 1 VIP parking pass)

Use of HOT funds under the following:

b) Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

e) Sporting Event Expenses that Substantially Increase Economic Activity at Hotels: Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the county or its vicinity.

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

EVENT MUST BE OPEN TO THE PUBLIC

NAME OF EVENT: Battle on the Colorado

DATE(s) OF EVENT: August 1-3, 2025

CONTACT PERSON: Katie Savage

MAILING ADDRESS (street, city, state, zip) 916 2nd St., Marble Falls, TX 78654

BOARD MEMBERS of EVENT/ORGANIZATION (if applicable):

PROJECTED ATTENDANCE: 8,000

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

SPONSORSHIP LEVEL PROPOSAL: (include list of benefits)

please see attached

ADVERTISING/ MARKETING PLAN:

Social Media, Newspaper, Membership, Emails, Flyers

LIST OTHER SPONSORS PARTICIPATING:

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

Signature: Katie Savage

Print name: Katie Savage

Title: Director of Special Events Date: May 21, 2025

Scanned with CamScanner

August 1-3, 2025 Battle on the Colorado

You can be part of history by partnering with the Chamber for the first ever Formula One Powerboat Racing event on the Colorado River. The performance speaks for itself, accelerating from 0-100 mph in under 5 seconds keeping it on par with a Formula 1 car. Top speeds in access of 120 mph with the capability of taking a 180- degree corner at 100 mph, pulling 7+ G's in the process making them the hardest turning race vehicle in the world!

Title Partner 1 Available

$25.000 Investment

- Event Title Partner Naming Rights
- Local F1 Boat Primary Partner, 1.5' x 4' rear cowling logo placement
- Partner boat displayed at the Kickoff Racer Rally Street Party
- Website logo branding on home page, on event partners page with link and banner ad
- Live stream broadcast commercial, 16 qty. total (partner supplied) and live stream broadcast mentions, 32 total
- Live stream broadcast daily opening and closing entitlements, logo branding, and product showcase, 2 total
- PA Mentions | :15 sec., 32 total
- Roostertail VIP Experience
  - 20 weekend passes and 10 VIP parking passes
  - 30 GA tickets
- Social media tags, mentions and shares
- Exhibitor space in vendor area at event
- On-Site premium banner placement, 20 qty. (partner supplied)
- Logo Branding
  - Event tickets and passes
  - Official event T-shirt (primary placing)
  - Official event poster
  - On all event printed and digital promotional mediums
  - Official podium backdrop "x12" max (partner provided)
  - F1 Race Ride Experience
    - Ride along, 4 qty (must be 18 or older)
  - All competitors boats, 2 seater promotional boat F1 race ride
- Event data sharing

Affiliate Partner

$10.000 Investment

- Local F1 boat primary partner, 1.5' x 4' rear cowling placement
- Partnered boat display at the Kickoff Racer Rally Street Party
- Website logo branding on event partners page with link and banner ad
- Live stream broadcast commercial, 2 qty. per day (partner supplied) and broadcast mentions, 5 qty. per day
- PA mentions, :15 sec., 5 qty. per day
- Roostertail VIP Experience
  - 8 weekend passes and 3 VIP parking passes
  - 40 GA tickets
- Social media tags, mentions and shares
- Exhibitor space in vendor area at event
- On-Site premium banner placement, 6 qty. (partner supplied)
- Logo Branding
  - Official event T-shirt
  - Official event poster
  - On all event printed and digital promotional mediums
  - Official podium backdrop
- F1 Race Ride Experience
  - Ride along, 2 qty (must be 18 years or older)
- All competitors boats, 2 seater promotional boat F1 race ride

August 1-3, 2025 Battle on the Colorado

You can be part of history by partnering with the Chamber for the first ever Formula One Powerboat Racing event on the Colorado River. The performance speaks for itself, accelerating from 0-100 mph in under 5 seconds keeping it on par with a Formula 1 car. Top speeds in access of 120 mph with the capability of taking a 180- degree corner at 100 mph, pulling 7+ G's in the process making them the hardest turning race vehicle in the world!

Big Tent Partner

$7,500 Investment

- Local F1 Boat Primary Partner, 1.5' x 4' rear cowling logo placement
- Partnered boat display at the Kickoff Racer Rally Street Party
- Website logo branding on event partner page with link
- Live stream broadcast commercial, 3 qty. per day (partner supplied) and live stream broadcast mentions, 3 qty. per day
- PA Mentions | :15 sec., 3 qty. per day
- Roostertail VIP Experience
  - 6 weekend passes and 3 VIP parking passes
  - 20 GA tickets
- Social media tags, mentions and shares
- Exhibitor space in vendor area at event
- On-Site premium banner placement, 4 qty. (partner supplied)
- Logo Branding
  - Official event T-shirt
  - Official event poster

Trophy Partner 1 Available CLAIMED!

$3,000 Investment | 9 Trophies

- Website logo branding on event partner page
- Live stream broadcast commercial, 3 qty. per day (partner supplied)
- PA Mentions | :15 sec., 3 qty. per day
- Roostertail VIP Experience
  - 2 weekend passes
  - 12 GA tickets
- Logo Branding
  - Official podium backdrop
  - Official event T-shirt
  - Official event poster
- Trophy logo placement
- Exhibitor space in vendor area at event

Starting Dock Partner

$5,000 Investment

- Website logo branding on event partner page with link
- Live stream broadcast commercial, 3 qty. per day (partner supplied) and live stream broadcast mentions, 3 qty. per day
- PA Mentions | :15 sec., 3 qty. per day
- Roostertail VIP Experience
  - 4 weekend passes and 2 VIP parking passes
  - 20 GA tickets
- Social media tags, mentions and shares
- Exhibitor space in vendor area at event
- On-Site premium banner placement, 4 qty. (partner supplied)
- Logo Branding
  - Official event T-shirt
  - Official event poster

Local Boat Partners

- Logo placement on each side of the rear cowling
  - Approximately 1.5' x 4'
- Live stream show mentions
- Race site banner placement (partner provided)
- Partnered boat display at the Kickoff Racer Rally Street Party
- Roostertail VIP Experience (Formula 1 ONLY)
  - 2 weekend passes and 1 VIP parking pass

$3,000 Investment | Formula 1

- 120+ MPH Speeds
- Rip through 180-degree corners at 100 MPH
- Pulls more than 7G's

$2,000 Investment | Tri Hull

- Based off a PleasureBoat
- 50+ MPH Speeds
- 1 Pin Turns

$1,000 Investment | Formula Light

- 12' Tunnel Boats
- 70+ MPH Speeds
- F1 Category Feeder class

August 1-3, 2025

Battle on the Colorado

Additional Business Exposure Opportunities

The amount for the following are determined at the time of the event and current prices/supply & demand. These are available to work within any budget.

- Roostertail VIP Experience
  - Private Bar
  - Sodas
  - Catered Breakfast
  - Catered Lunch
  - Water
  - Covered Patio Tent
  - Lanyards
- Merchandise Tent
  - Tshirts
  - Koozies
  - Hand Fans
  - Ball Caps
- Adult Beverage Tent
- Main Entrance Tent
- Wristbands
- Trophies
  - 9 total - 3 classes
- ICE Truck
- Security
- EMS
- Volunteers
  - Lunch
  - Waters
  - T-shirts
- Water
- Radio
- Restroom/Port-A-Potties
- Newspaper/Magazine

Banner

$500 Investment

- 4 GA Tickets
- Logo Branding
  - Official event T-shirt
  - Official event poster

We love new ideas!

Regular Session 24.

Meeting Date: 06/10/2025

Subject

Acknowledgment of Receipt: (Wilson)

1. Fully executed Memorandum of Understanding Between Burnet County and Opportunities for Williamson and Burnet Counties Which Administers the Head Start Program for the Use of Office Space Owned by Burnet County;
2. Donation from Friends of the Herman Brown Free Library in the amount of $10,000 to be used for HBFL only;
3. PEC Notice of Utility Service Connections;
4. Marble Falls Area EMS Report;
5. Burnet County Emergency Services District No. 6 Financial Statements for the Year Ended September 30, 2024;
6. Oncor Electric Delivery Company LLC's and LCRA Transmission Services Corporation's proposed Bell County East Switch (Oncor) - Big Hill Switch (LCRA TSC) 765 kV transmission live project.

Attachments

Memorandum

Marble Falls Area EMS Update

Emergency Services District 6 2024 End of Year Financial Statements

PEC Burnet County Letter

PEC Burnet County Report

Oncor and LCRA Proposed Transmission Live Project

MEMORANDUM OF UNDERSTANDING
BETWEEN BURNET COUNTY AND OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES WHICH ADMINISTERS THE HEAD START PROGRAM FOR THE USE OF OFFICE SPACE OWNED BY BURNET COUNTY

MEMORANDUM OF UNDERSTANING AFFIRMING PHYSICAL SPACE OWNED BY BURNET COUNTY SHALL BE SHARED WITH OPPORTUNITIES FOR WILLIAMSON AND BURNET COUNTIES TO ADMINISTER THE HEAD START PROGRAM FOR FUNCTIONS THAT BENEFIT THE CITIZENS OF BURNET COUNTY.

RECITALS

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

WHEREAS, Opportunities for Williamson & Burnet Counties is a 501(c)(3) non-profit corporation that functions as a community action agency within the State of Texas. Amongst many programs, it administers the Head Start educational program which benefits the well-being of citizens. The Head Start program is federally funded through the U.S. Department of Health and Human Services Department, Administration for Children and Families. In order to carry out its legally assigned functions, the Head Start program requires the use of physical office and classroom space to be located within Burnet County. Said required space is used to provide services to the citizens of Burnet County.

WHEREAS, Burnet County owns property located at 602 N. Wood, Burnet, Texas. A portion on the property has no immediate use requirement for Burnet County, thus said space is available to be shared with another entity that provides services to the citizens of the county.

WHEREAS, a portion of identified space at 602 N. Wood, Burnet, Texas can be utilized to serve the interests of the Head Start program.

The parties enter into the following memorandum of understanding:

MEMORANDUM OF UNDERSTANDING

1. Burnet County is the owner of property located at 602 N. Wood, Burnet, Texas. Burnet County shall assign a portion of this property to Opportunities for Williamson and Burnet Counties use at no cost so the Head Start program may provide its services to the citizens of Burnet County. However, all costs regarding use of utilities for the Head Start program at this building shall be borne by Opportunities for Williamson and Burnet Counties. Opportunities for Williamson and Burnet Counties understands that Burnet County is not assigning any ownership interest to its assigned area from Burnet County.

A. Burnet County finds that the predominant purpose of this action accomplishes a public purpose.
B. Burnet County ensures that adequate public controls are and will remain in place to accomplish this public purpose and further to protect the public's investment.
C. Burnet County shall receive adequate consideration in the form of services to be provided to the citizens of Burnet County from the administration of the Head Start federally funded child development program via Opportunities for Williamson and Burnet Counties (Opportunities).

2. Opportunities has the need of space inside of Burnet County to utilized for the Head Start program.

3. Opportunities understands that the equipment located in its assigned area is owned by Burnet County. Opportunities must keep and maintain the equipment and area in a good, clean condition of repair and maintenance at all times.

4. Any damages to any areas assigned to and/or used by Opportunities at 602 N. Wood, Burnet, Texas, that is attributed to Opportunities shall be borne by Opportunities.

5. Any damages to any equipment owned by Burnet County which is attributable to Opportunities shall be borne by Opportunities.

6. The cost of utilities, such as electricity and waste water expenses for the area assigned to Opportunities, shall be incurred by Opportunities. If available, Burnet County shall also provide internet service to the space assigned to Opportunities but costs shall be borne by Opportunities.

7. The term for this agreement begins upon the last date of signature and shall cease on September 30, 2025; however, this agreement shall automatically renew itself on a yearly term starting each October 1st up to four additional times unless notice is provided otherwise. Opportunities agrees that upon at least a 60-day written notice provided at by Burnet County for any reason whatsoever and at any time, it shall cease the use of its assigned area(s). Should any such notice occur, Opportunities shall not expect to be provided with a new office space location within any building owned or operated by Burnet County. Further, any and all permanently attached equipment such as air conditioning systems installed by Opportunities in its assigned area shall remain attached and become the property of Burnet County.

8. While using the assigned space, Opportunities acknowledges that Burnet County may temporarily use same area in a manner that does not interfere with any Head Start program scheduled activity or equipment. Any damages to the area and/or equipment owned by Opportunities that is attributable to Burnet County shall be borne by Burnet County. Should any dispute or issue arise regarding the use of this shared space, the decision of Burnet County shall control.

9. Opportunities agrees that it will accept Burnet County's authority to provide general maintenance and cleaning needs to its assigned area and equipment therein. Opportunities shall not remodel or change any of the existing structure in the assigned area without prior authorization of the Burnet County Commissioners Court.

10. Burnet County shall control Opportunities access to the building. In order to ensure safety and security, Burnet County may provide separate access and keys for independent ingress/egress into the Head Start program assigned area without affecting the functions of the remaining areas assigned to Burnet County. Any costs associated with this shall be borne by Burnet County.

11. Burnet County shall carry its own liability insurance coverage for risks assumed as a landlord of the property. Any risk exposure of Opportunities as the tenant shall not be deemed the responsibility of Burnet County. Burnet County and Opportunities agree that they will indemnify each other for any injuries, damages, or torts arising out of the intentional acts or acts of negligence of their personnel/volunteers/employees/guests who use and control the facility to the extent permitted by the laws and constitution of the State of Texas.

12. Opportunities shall carry general liability insurance at a minimum $1,000,000, naming Burnet County as an additional insured for claims arising from the property. Opportunities shall also carry a minimum workers compensation insurance coverage of at a minimum of $1,000,000 to cover its employees from work injuries occurring while on the property. The certificates of insurance shall be provided to Burnet County prior to the start of operations and maintained throughout the agreement.

13. Opportunities' employees, service providers, Head Start participants shall have non-exclusive access to common areas, including parking spaces and necessary utility facilities, during normal business hours.

ADOPTED by this 27th day of MAY, 2025.

Hon. Bryan Wilson
Burnet County Judge

Marco Cruz

Marco Cruz
Executive Director
Opportunities for Williamson and Burnet Counties

MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE
MAY 29, 2025

Marble Falls Area EMS
Apr-25

Burnet County - Unincorporated	**#**	Priority 1 Response	Priority 2 Response	Total Response	On Scene
Zone 1 (ESD 6) - Priority 1 Response	25				
Zone 1 (ESD 6) - Priority 2 Response	3				
Zone 1 - Total Calls	**28**	10.24	14.34	10.56	29.25
Zone 4 (ESD 3) - Priority 1 Response	14				
Zone 4 (ESD 3) - Priority 2 Response	3				
Zone 4 - Total Calls	**17**	8.44	-	8.44	22.21
Zone 1 & 4 - Priority 1 Response	39				
Zone 1 & 4 - Priority 2 Response	6				
Zone 1 & 4 - Total Calls	**45**	9.59	14.34	9.84	26.61
Hoover Valley - Priority 1 Response	5				
Hoover Valley - Priority 2 Response	1				
Hoover Valley - Total Calls	**6**	12.00	11.27	11.86	33.20
Bertram - Priority 1 Response	0				
Bertram - Priority 2 Response	0				
Bertram - Total Calls	**0**	-	-	-	-
Other - Priority 1 Response	0				
Other - Priority 2 Response	0				
Other - Total Calls	**0**	-	-	-	-
Total - Priority 1 Response	44				
Total - Priority 2 Response	7				
Total - Total Calls	**51**	9.83	13.32	10.07	27.50

Medic 21,22,23,25 - Marble Falls	30	56.60%	No Treatment No Transport	6	
Medic 24 - Granite Shoals	21	39.62%	Treatment No Transport	3	
Medic 26 - ESD 1 - Horseshoe Bay	1	1.89%	Unfounded	0	
Medic 28 - ESD 9 - Spicewood	1	1.89%	Call Cancelled	7	
Command Only	0	0.00%	Dead On Scene	1	
Total Medic Unit Responses	**53**	100.00%	Total Calls Not Transported	**17**	**33.33%**

Of Calls That Required Multiple MFAEMS Unit Response — 2

Total Calls Transported — **34** — **66.67%**

Marble Falls Area EMS

Apr-25

Burnet County - Unincorporated

Baylor Scott & White Marble Falls	26		74.29%
Seton Highland Lakes	3		8.57%
Llano Midcoast	0		0.00%
Saint Davids Hospital	0		0.00%
Heart Hospital of Austin	0		0.00%
South Austin Medical Center	1		2.86%
Round Rock Medical Center	0		0.00%
Seton Medical Center	0		0.00%
Seton Medical Williamson	2		5.71%
Seton Southwest Hospital	0	17.14%	0.00%
Dell Seton Medical Center	2		5.71%
Dell Children's Hospital	0		0.00%
Dell Children's Medical Center North	0		0.00%
Baylor Scott & White Lakeway	1		2.86%
Baylor Scott & White Round Rock	0		0.00%
Cedar Park Regional	0		0.00%
Total Patients Transported	**35**	**70.00%**	**100.00%**
No Treatment No Transport	11		
Treatment No Transport	3		
Dead On Scene	1		
Total Patients Not Transported	**15**	**30.00%**	
Total Patient Contacts	**50**	**100.00%**	

Patients - Male	28
Patients - Female	22
Total	**50**
Average Patient Age	58
Non-Emergent Transport	29
Emergent Transport	6
Total Transports	**35**
Air Medical Transports	1

Marble Falls Area EMS
Unincorporated Burnet County Extended Responses
Apr-25

Pickup	Zone	DOS	Dispatched	MF On Location	Priority 1 Response	Priority 2 Response	Extended Response
900 Block CR 343A	Burnet County Z 1	4/19/2025	9:19	9:45	25.48	-	Extended response due to distance

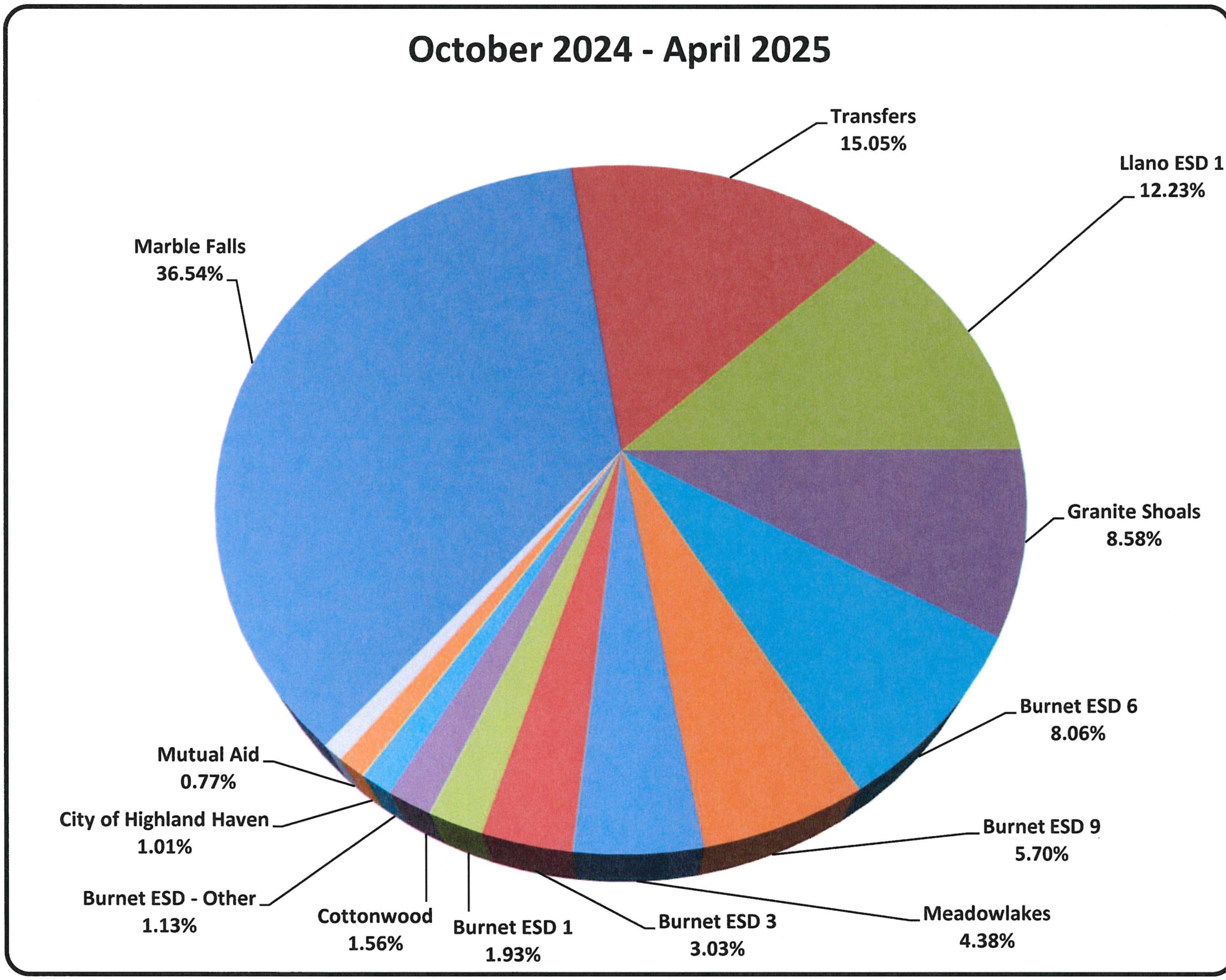
Priority 1	44
20 Minutes +	1
Priority 2	7
35 Minutes +	0

Marble Falls Area EMS

Call Volume Location

FY - 2025

Marble Falls	1192	36.54%	City of Marble Falls
Transfers	491	15.05%	BSWMF / SHL / Other
Llano ESD 1	399	12.23%	Horseshoe Bay Llano County Area
Granite Shoals	280	8.58%	City of Granite Shoals
Burnet ESD 6	263	8.06%	Marble Falls VFD Area
Burnet ESD 9	186	5.70%	Spicewood VFD Area
Meadowlakes	143	4.38%	City of Meadowlakes
Burnet ESD 3	99	3.03%	Unincorporated Granite Shoals
Burnet ESD 1	63	1.93%	Horseshoe Bay Burnet County Area
Cottonwood	51	1.56%	City of Cottonwood Shores
Burnet ESD - Other	37	1.13%	Other Burnet County / ESD's / City of Burnet
City of Highland Haven	33	1.01%	City of Highland Haven
Mutual Aid	25	0.77%	Mutual Aid Responses
Total	**3262**	**100.00%**	



BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6

Financial Statements

For the Year Ended
September 30, 2024

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
September 30, 2024

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MANAGEMENT'S DISCUSSION AND ANALYSIS
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BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2024

As management of Burnet County Emergency Services District No. 6 (the District), we are pleased to offer readers of the District's financial statements this narrative overview and analysis of the District's financial activities for the year ended September 30, 2024. We encourage readers to consider it in conjunction with the additional information presented in the accompanying basic financial statements and the notes to the financial statements.

Financial Statements

- The net position of the District increased by $620,448 as a result of the current year's operations. Net position at year end consisted of invested in capital assets, net of related debt, of $1,860,014 and unrestricted net position of $2,998,780 for total net position of $4,858,794.
- Total revenues from all sources were $1,101,638, which represents a decrease of $19,501 over the prior year. This is primarily due to a decrease in sales tax revenues.
- Total costs of all programs were $481,190, which represents an increase of $84,559. This is due primarily to increases in contract payments.
- As of September 30, 2024, the District's governmental fund reported an ending fund balance of $2,998,780, an increase of $441,639.

Using this Annual Report

This annual report presents the following three components of the financial statements:

1. Government-wide financial statements provide information for the District as a whole.
2. Fund financial statements provide detailed information for the District's significant funds.
3. Notes to the financial statements provide additional information that is essential to understanding the government-wide and fund financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves. The other information includes this management's discussion and analysis as well as the budgetary comparison schedule.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the assets and liabilities of the District. The difference between assets and liabilities is reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The *Statement of Activities* presents information on how the District's net position changed during the most recent fiscal year. This statement is presented using the accrual basis of accounting, which means that all of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

Both the Statement of Net Position and the Statement of Activities present information for the following:

Governmental activities–This includes all of the District's emergency protection services which will be primarily supported with property tax and sales tax revenues.

The government-wide financial statements begin on page 8. The following is a summary of net position as of September 30, 2024:

Table 1

Net Assets

	Governmental Activities	
	9/30/2024	9/30/2023
Current assets	$ 3,068,960	$ 2,557,140
Capital assets, net	1,860,014	1,681,206
Total assets	4,928,974	4,238,346
Other liabilities	70,180	-
Total liabilities	70,180	-
Net position:		
Invested in capital assets, net of related debt	1,860,014	1,681,206
Unrestricted	2,998,780	2,557,140
Total net position	$ 4,858,794	$ 4,238,346

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

Table 2

Changes in Net Assets

	Governmental Activities	
	9/30/2024	9/30/2023
Revenues:		
Program revenues:		
Charges for services	$ -	$ -
Operating grants and contributions	-	-
Capital grants and contributions	-	-
General revenues:		
Property taxes	308,244	297,704
Sales taxes	743,154	798,752
Interest income	50,240	24,682
Total revenues	1,101,638	1,121,138
Expenses:		
General government	19,028	29,211
Public safety	462,162	367,422
Total expenses	481,190	396,633
Change in net position	620,448	724,505
Net position - October 1	4,238,346	3,513,841
Net position - September 30	$ 4,858,794	$ 4,238,346

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The fund financial statements provide detailed information about the District's significant funds - not the District as a whole. The District's funds fall into one category - governmental fund.

The focus of the District's *governmental fund* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The *governmental fund statements* provide a detailed short-term view of the government operations and the basic services it provided and are reported on the modified accrual basis of accounting which focuses on available spendable resources. This allows the reader to evaluate the District's short-term financing requirements. Both the governmental fund *Balance Sheet* and the governmental fund *Statement of Revenues, Expenditures, and Changes in Fund Balances* provide a reconciliation to the government-wide financial statements.

The District adopts an annual budget for the general fund. A budgetary comparison schedule has been provided to demonstrate compliance with the budget. The governmental fund financial statements begin on page 10, and the budgetary comparison schedule is on page 20.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 through 18 of this report.

General Fund Budgetary Highlights

The District did not amend the budget during the year.

Actual expenditures on a budgetary basis were twelve percent under budgeted expenditures due to decreased capital outlay costs. The District's overall actual revenues were three percent less than budgeted due to fewer sales tax collections than anticipated.

Capital Assets

The District's investment in capital assets for its governmental activities as of September 30, 2024, amounts to $1,860,014 (net of accumulated depreciation). This investment in capital assets includes furniture, equipment, vehicles, and buildings and improvements.

Capital Assets
Government Activities
(net of depreciation)

	9/30/2024	9/30//2023
Furniture and Equipment	$ 181,697	$ 125,805
Vehicle and Equipment	578,492	584,447
Building and Improvements	704,844	575,973
Land	394,981	394,981
Total	$ 1,860,014	$ 1,681,206

During the fiscal year ended September 30, 2024, the District purchased a vehicle, SCBA Air Packs and continued making improvements to the Fairland Annex.

There were no assets disposed of during the fiscal year ended September 30, 2024.

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

Debt Administration

As of September 30, 2024, the District had no debt.

Economic Factors and Next Year's Budgets and Rates

The District's tax revenues are expected to continue to grow with the steady population growth, increased property values, and sales tax collections. In the next fiscal year, the District will continue to fund the Marble Falls Area Volunteer Fire Department to help ensure adequate facilities, personnel, and services are provided to the community.

Contacting the District's Financial Management

This financial report is designed to provide a general overview of the District's finances and to demonstrate the District's accountability for the money it receives from the citizens of Burnet County Emergency Services District No. 6. If you have any questions about this report or need further information, contact Burnet County Emergency Services District No. 6, P.O. Box 685, Marble Falls, TX 78654.

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INDEPENDENT AUDITORS' REPORT

To The Commissioners
Burnet County Emergency Services District No. 6

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Burnet County Emergency Services District No. 6, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Burnet County Emergency Services District No. 6's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Burnet County Emergency Services District No. 6, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Burnet County Emergency Services District No. 6, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 6's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Burnet County Emergency Services District No. 6's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Burnet County Emergency Services District No. 6's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Oliver, Rainey + Wojtek, LLP

Oliver, Rainey & Wojtek, LLP
May 17, 2024

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
STATEMENT OF NET POSITION
As of September 30, 2024

	Primary Government	
	Governmental Activities	Total
Assets		
Deposits and investments	$ 2,955,591	$ 2,955,591
Sales taxes receivable	113,369	113,369
Capital assets, net	1,860,014	1,860,014
Total Assets	4,928,974	4,928,974
Liabilities		
Deferred insurance proceeds	70,180	70,180
Total Liabilities	70,180	70,180
Net Position		
Invested in capital assets, net of related debt	1,860,014	1,860,014
Unrestricted assets	2,998,780	2,998,780
Total Net Position	$ 4,858,794	$ 4,858,794

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

		Program Revenues			Net (Expense) Revenue and Change in Net Assets	
					Primary Government	
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Activities	Total
Primary government:						
Governmental activities:						
General government	$ 19,028	$ -	$ -	$ -	$ (19,028)	$ (19,028)
Public safety	462,162	-	-	-	(462,162)	(462,162)
Total net (expense) revenue for governmental activities and the primary government	$ 481,190	$ -	$ -	$ -	(481,190)	(481,190)
		General Revenues:				
		Taxes				
		Property taxes			308,244	308,244
		Sales taxes			743,154	743,154
		Interest income			50,240	50,240
		Total general revenues			1,101,638	1,101,638
		Change in net assets			620,448	620,448
		Net position, Beginning of Year			4,238,346	4,238,346
		Net position, End of Year			$ 4,858,794	$ 4,858,794

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
BALANCE SHEET – GOVERNMENTAL FUND
As of September 30, 2024

	General Fund	Total Governmental Funds
Assets		
Deposits & investments	$ 2,955,591	$ 2,955,591
Receivables	124,101	124,101
Total Assets	3,079,692	3,079,692
Liabilities		
Accounts payable	-	-
Total Liabilities	-	-
Deferred Inflows of Resources		
Deferred insurance proceeds	70,180	70,180
Unavailable property taxes	10,732	10,732
Total Deferred Inflows of Resources	80,912	80,912
Fund Balance		
Unassigned	2,998,780	2,998,780
Total Fund Balance	2,998,780	2,998,780
Total Liabilities and Fund Balance	$ 3,079,692	
Amounts reported for government activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. (See Note 4)		1,860,014
Net Position of Governmental Activities		$ 4,858,794

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND
For the Year Ended September 30, 2024

	General Fund	Total Governmental Funds
Revenues		
Property taxes	$ 308,244	$ 308,244
Sale taxes	743,154	743,154
Interest income	50,239	50,239
Total Revenues	1,101,637	1,101,637
Expenditures		
Contract disbursements	268,822	268,822
Insurance	8,721	8,721
Legal and professional fees	13,736	13,736
Office and administration	2,324	2,324
Repair and maintenance	14,529	14,529
Travel and training	2,966	2,966
Capital outlay	348,899	348,899
Total Expenditures	659,997	659,997
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	441,640	441,640
Fund Balance, Beginning of Year	2,557,140	2,557,140
Fund Balance, End of Year	$ 2,998,780	$ 2,998,780

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – GOVERNMENTAL FUND TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

Net Change in Fund Balance - Governmental Funds	$ 441,640
Amount reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives as depreciation expense. This amount is the net effect of these differences in the treatment of capital assets and related items. (See Note 4)	178,808
Change in Net Position of Governmental Activities	$ 620,448

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

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2024

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Burnet County Emergency Services District No. 6 (the District) was created by an election held on November 22, 2011. The District operates under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code and is run by a Board of Commissioners appointed by the Burnet County Commissioners Court. The District's major activities include providing emergency services to the residents of the District.

As required by U.S. generally accepted accounting principles, the financial statements of the reporting entity include those of the District (the primary government) and its component units. In evaluating how to define the District for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth in U.S. generally accepted accounting principles. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant indication of this ability is financial interdependency. Other indications of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the District is able to exercise oversight responsibilities. The District had no component units for the year ended September 30, 2024.

Government-Wide Financial Statements

The reporting model includes financial statements prepared using full accrual accounting for all of the District's activities. This approach includes not just current assets and liabilities (such as cash and accounts payable) but also capital assets and long-term liabilities (such as buildings and infrastructure, including bridges and roads, and general obligation debt). Accrual accounting also reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (governmental activities) and its discretely presented component units, if any. Governments will report all capital assets, including infrastructure, in the government-wide Statement of Net Position and will report depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of a government will be broken down into three categories - 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

Statement of Activities

The government-wide Statement of Activities reports expenses and revenues in a format that focuses on the cost of each of the District's functions. The expense of individual functions is compared to the revenues generated directly by the function (for instance, through user charges or intergovernmental grants).

Fund Financial Statements

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements are provided for the governmental fund.

Note 1 – Summary of Significant Accounting Policies – Continued

General Fund

The General Fund is the principal fund of the District which accounts for all financial transactions not accounted for in other funds. The District had no other funds for the year ended September 30, 2024.

Fund Balance Classification

In the fund financial statements, governmental funds report the following classifications of fund balance:

- Nonspendable - includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact.
- Restricted - includes amounts restricted by external sources (creditors, laws of other governments, etc.) or by constitutional provision or enabling legislation.
- Committed - includes amounts that can only be used for specific purposes. Committed fund balance is reported pursuant to ordinances passed by the Board, the Districts highest level of decision-making authority. Commitments may be modified or rescinded only through ordinances approved by the District's Board.
- Assigned - includes amounts that the District intends to use for a specific purpose, but do not meet the definition of restricted or committed fund balance.
- Unassigned - includes amounts that have not been assigned to other funds or restricted, committed or assigned to a specific purpose within the General Fund. The District reports all amounts that meet the unrestricted General Fund Balance Policy as unassigned.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

In fiscal year 2020, the District adopted a minimum fund balance policy. The policy requires the unassigned fund balance for future fiscal year ends to be at least equal to 100 percent of the total budget.

Budgetary Comparison Schedules

Demonstrating compliance with the adopted budget is an important component of a government's accountability to the public. Many citizens participate in one way or another in the process of establishing the annual operating budgets of state and local governments and have a keen interest in following the actual financial progress of their governments over the course of the year. Many governments revise their original budgets over the course of the year for a variety of reasons. Under the current reporting model, governments will provide budgetary comparison information in their annual reports. The District is required to present the original budget with the comparison of the final budget and actual results. The budget is adopted by the Board prior to the beginning of the fiscal year. Amendments are made during the year on approval by the Board. The District adopted the current year budget on a line-item basis.

Basis of Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured, such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

Note 1 – Summary of Significant Accounting Policies – Continued

Government-Wide and Fund Accounting

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as either governmental or business-type. As of September 30, 2024, the District had no business-type activities.

In the government-wide Statement of Net Position, the governmental activity columns are to be presented on a consolidated basis by column, and are reflected, on a full accrual, economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities reflects both the gross and net cost per functional category (public safety), which are otherwise being supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants, and contributions. The program revenues must be directly associated with the function (public safety). The District does not allocate indirect expenses. The operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

Amounts reported as program revenues include (1) charges to customers or applicants for goods, services or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

In the fund financial statements, financial transactions of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, and revenues and expenditures. Government resources are allocated to, and accounted for, in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The governmental fund financial statements are presented on a current financial resource and modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements' governmental column, a reconciliation is presented which briefly explains the adjustments necessary to reconcile the fund financial statements with the governmental column of the government-wide presentation.

The focus of the reporting model is on the District as a whole and the fund financial statements, including the major individual funds of the governmental categories, and the component units (if any). Each presentation provides valuable information that can be analyzed and compared (between years and between governments) to enhance the usefulness of the information.

Basis of Accounting

Basis of accounting refers to the method by which revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide statement of net position and statement of activities, are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these activities are included on the statement of net position.

Note 1 – Summary of Significant Accounting Policies – Continued

All revenue and expenditure recognition for governmental funds are accounted for using the modified accrual basis of accounting. Only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net current assets) is considered a measure of "available spendable resources." Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The District's revenues are recognized when they become measurable and available as current assets. Available means collectible within the current year or as soon enough thereafter to be used to pay liabilities of the current year. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal year. Penalties and interest, and miscellaneous revenues are recorded when received in cash because they are generally not measurable until actually received. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting year. Actual results could differ from those estimates.

Deposits and Investments

The District's investment guidelines are defined by a written investment policy that is approved by the District's Board. In accordance with this policy, the funds are invested, and the investments of those funds managed, as a prudent investor would do, exercising reasonable care, skill and caution.

Capital Assets

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

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

Estimated useful lives for depreciable assets are as follows:

Furniture and equipment	5 to 10 years
Vehicles and equipment	7 to 10 years
Building and Improvement	7 to 39 years

Deferred Outflows/Inflows of Resources

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

Note 1 – Summary of Significant Accounting Policies – Continued

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

Note 2 – Property Taxes

The District's property tax is levied each October 1 on the assessed value listed as of the previous January 1 for all real property located in the District. The tax levy for October 2023 was $311,284. The tax assessment of October 1, 2023, sets the tax levy at $0.044 per $100 of assessed valuation.

Delinquent property taxes estimated to be collectible within the next fiscal year are recognized as revenues. Other delinquent property taxes receivable at year end that are deemed to be ultimately collectible are recorded as deferred revenues.

Note 3 – Deposits and Investments

As of September 30, 2024, cash deposits were with a depository bank in interest bearing accounts, and these balances approximated fair value. As of the balance sheet date, the District's deposit is comprised of demand deposits of $1,386,680 and certificates of deposit in the amount of $1,568,911.

At September 30, 2024 all of the District's balances are either insured by the FDIC or are collateralized by registered securities held by the bank's trust department in the District's name.

Custodial Credit Risk: The custodial credit risk for deposits is the risk that, in the event of the failure of the depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's policy requires all deposits to be fully secured in accordance with Texas Government Code, Chapter 2257, by either surety bonds, letters of credit of the United States or its agencies and instrumentalities, or by eligible securities held by an independent third-party custodian. At September 30, 2024, all District cash balances were secured.

Note 4 – Changes in Capital Assets

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

	Balance October 1, 2023	Increase	Decrease	Balance September 30, 2024
Capital Assets Not Being Depreciated				
Land	$ 394,981	$ -	$ -	$ 394,981
Furniture and equipment	207,453	109,399	-	316,852
Vehicles and equipment	1,030,239	72,650	-	1,102,889
Building and improvements	707,179	162,851		870,030
Total Capital Assets	1,944,871	344,900	-	2,289,771
Less accumulated depreciation	(658,646)	(166,092)	-	(824,738)
Capital Assets, Net	1,286,225	178,808	-	1,465,033
Total Capital Assets, Net of Depreciation	$ 1,681,206	$ 178,808	$ -	$ 1,860,014

Current year depreciation expense of $166,092 was charged to public safety expenses.

Note 5 - Commitments

Effective October 1, 2012, the District entered into an agreement with the Marble Falls Area Volunteer Fire Department (the Department). The Department agreed to provide emergency services to all persons and property within the emergency services district, including response to life-threatening emergencies and rescue calls by making available adequate staff and administrative assistance.

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

During the fiscal year ended September 30, 2024, the Department was paid as follows:

Contract payment reimbursements	$268,822

Note 7 – Subsequent Events

The District did not have any subsequent events through May 13, 2025 which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the fiscal year ended September 30, 2024.

REQUIRED SUPPLEMENTARY INFORMATION

BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 6
BUDGETARY COMPARISON SCHEDULE
For the Year Ended September 30, 2024

	Budget		Actual Amounts	Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Revenues				
Property taxes	$ 300,000	$ 300,000	$ 308,244	$ 8,244
Sale taxes	820,000	820,000	743,154	(76,846)
Interest income	11,000	11,000	50,239	39,239
Total Revenues	1,131,000	1,131,000	1,101,637	(29,363)
Expenditures				
Contract disbursements	265,000	265,000	268,822	(3,822)
Insurance	8,000	8,000	8,721	(721)
Legal and professional fees	16,500	16,500	13,737	2,763
Office and administration	4,350	4,350	2,324	2,026
Repair and maintenance	-	-	14,529	(14,529)
Supplies	-	-	4,000	(4,000)
Travel and training	3,500	3,500	2,966	534
Capital Outlay	455,000	455,000	344,899	110,101
Total Expenditures	752,350	752,350	659,998	92,352
Excess (Deficiencies) of Revenues Over (Under) Expenditures and Other (Uses)	$ 378,650	$ 378,650	441,639	$ 62,989
Fund Balance, Beginning of Year			2,557,141	
Fund Balance, End of Year			$ 2,998,780	

May 27, 2025

The Honorable Bryan Wilson
220 S. Pierce
Burnet, Texas 78611

Dear Judge Wilson:

Pedernales Electric is required to comply with state statute Sec. 366.005. NOTICE OF UTILITY SERVICE CONNECTIONS.
(a) An electric utility shall compile a list for each county in this state of the addresses located in an unincorporated area of the county at which the electric utility has made new electric service connections. The electric utility shall submit the list to the county judge of the county, or to a county officer or employee designated by the county judge, who shall forward the list to each authorized agent having jurisdiction over an area in which an address on the list is included.

Adhering to the compliance, please find the attached New Location Connects for Burnet County. If you have any questions, please feel free to contact me at (830) 330-2636.

Sincerely,

Heather Miller
Administrative Assistant
Liberty Hill District

Pedernales Electric Cooperative, Inc.

New Location Connects - Unincorporated Area

05/18/2025 to 05/24/2025 Run Date 05/27/2025

Liberty Hill

Burnet County

District	County	Physical Address	City	Zip
Liberty Hill	Burnet County	1202 ROCKY HOLLOW DR	BURNET	78611
Liberty Hill	Burnet County	29808 MONTANA SPRINGS COVE	MARBLE FALLS	78654
Liberty Hill	Burnet County	303 REES LANDING RD	SPICEWOOD	78669
Liberty Hill	Burnet County	411 WAGON WHEEL TRAIL-SHOP	BERTRAM	78605
Liberty Hill	Burnet County	128 APACHE DR	BURNET	78611
Liberty Hill	Burnet County	319 HERITAGE GROVES RD	BERTRAM	78605
Liberty Hill	Burnet County	316 CAPSTONE DR	MARBLE FALLS	78654
Liberty Hill	Burnet County	115 PECAN CREEK DR	LAMPASAS	76550
Liberty Hill	Burnet County	457 CR 330A	BERTRAM	78605
Liberty Hill	Burnet County	202 SAMUEL DR	BERTRAM	78605
Liberty Hill	Burnet County	9424 FM 963	BURNET	78611

Kimley»Horn halff

January 24, 2025 Transmitted via email: countyjudge@burnetcountytexas.org

Office of the Burnet County Judge
220 S. Pierce Street
Burnet, Texas 78611

Re: Oncor Electric Delivery Company LLC's and LCRA Transmission Services Corporation's proposed Bell County East Switch (Oncor) – Big Hill Substation (LCRA TSC) 765 kV Transmission Line

Dear County Judge:

Oncor Electric Delivery Company LLC (Oncor) and LCRA Transmission Services Corporation (LCRA TSC) are evaluating the construction of a new 765 kilovolt (kV) transmission line between the expansion of Oncor's existing Bell County East Switch, located 5.5 miles southeast of the City of Temple in Bell County, to a new LCRA TSC 765 kV Big Hill Substation that will be located in close proximity to LCRA TSC's existing Big Hill Substation located 13 miles northeast of the City of Eldorado in Schleicher County, Texas (the "Project"). Please refer to the attached map depicting the Project study area, endpoints, and regional road network and landmarks relative to the endpoints.

The Permian Basin Reliability Plan, which was approved by the Public Utility Commission of Texas (PUC) on October 7, 2024, contains numerous reliability projects, including five 345 kV import paths and, as an alternative option, three 765 kV import paths (one of which is the subject of this letter). Currently, ERCOT is considering the benefits of 765 kV elements being part of the Texas electric grid. However, the decision has not yet been made whether to move the electric grid towards a 765 kV backbone or to continue with 345 kV. As a result, the PUC ordered transmission service providers, like Oncor and LCRA TSC, to begin routing efforts for all Permian Basin import path projects while the voltage options are being considered. Once the decision has been made, Oncor and LCRA TSC will continue with the projects that they were jointly assigned that are in line with the decision made by state leadership – either this 765 kV project or the LCRA TSC-Oncor designated joint 345 kV import path projects identified in the Permian Basin Reliability Plan.

The Permian Basin Reliability Plan is the State's largest undertaking of new transmission projects since the Competitive Renewable Energy Zones (CREZ) plan in 2010-2013. The Permian Basin Reliability Plan may, in fact, be larger than the CREZ plan, with over 4,000 miles of new transmission lines currently being considered. Accordingly, you may have already received and/or could receive additional letters relating to other Oncor or LCRA TSC Permian Basin Reliability Plan projects or other projects involving other transmission providers that request information from your agency/office.

Oncor and LCRA TSC are sponsoring an Environmental Assessment and Alternative Route Analysis to support a joint application to amend their Certificates of Convenience and Necessity to add the new transmission line. On behalf of Oncor and LCRA TSC, Kimley-Horn and Halff are currently gathering data on the existing environment and identifying environmental land use constraints within the study area for use in creating an environmental and land use constraints map. Oncor's and LCRA TSC's team will identify potential alternative routes that consider environmental and land use constraints.

We are requesting that your agency/office provide information concerning environmental and land use constraints or other issues of interest to your agency/office within the study area. Your comments will be an important consideration in the assessment of potential impacts. If your jurisdiction has approvals and/or permits that could apply to this Project, please identify them in response to this inquiry. If permits are or may be required from your office, Oncor and LCRA TSC will contact your office following Project approval by the PUC.

If you have any questions or require additional information, please contact me at (682) 207-5952. Electronic data or responses may also be shared at BellCountyEast-BigHill@kimley-horn.com. We would greatly appreciate your response by **February 14, 2025**. Thank you in advance for your assistance with this Project.

Sincerely,

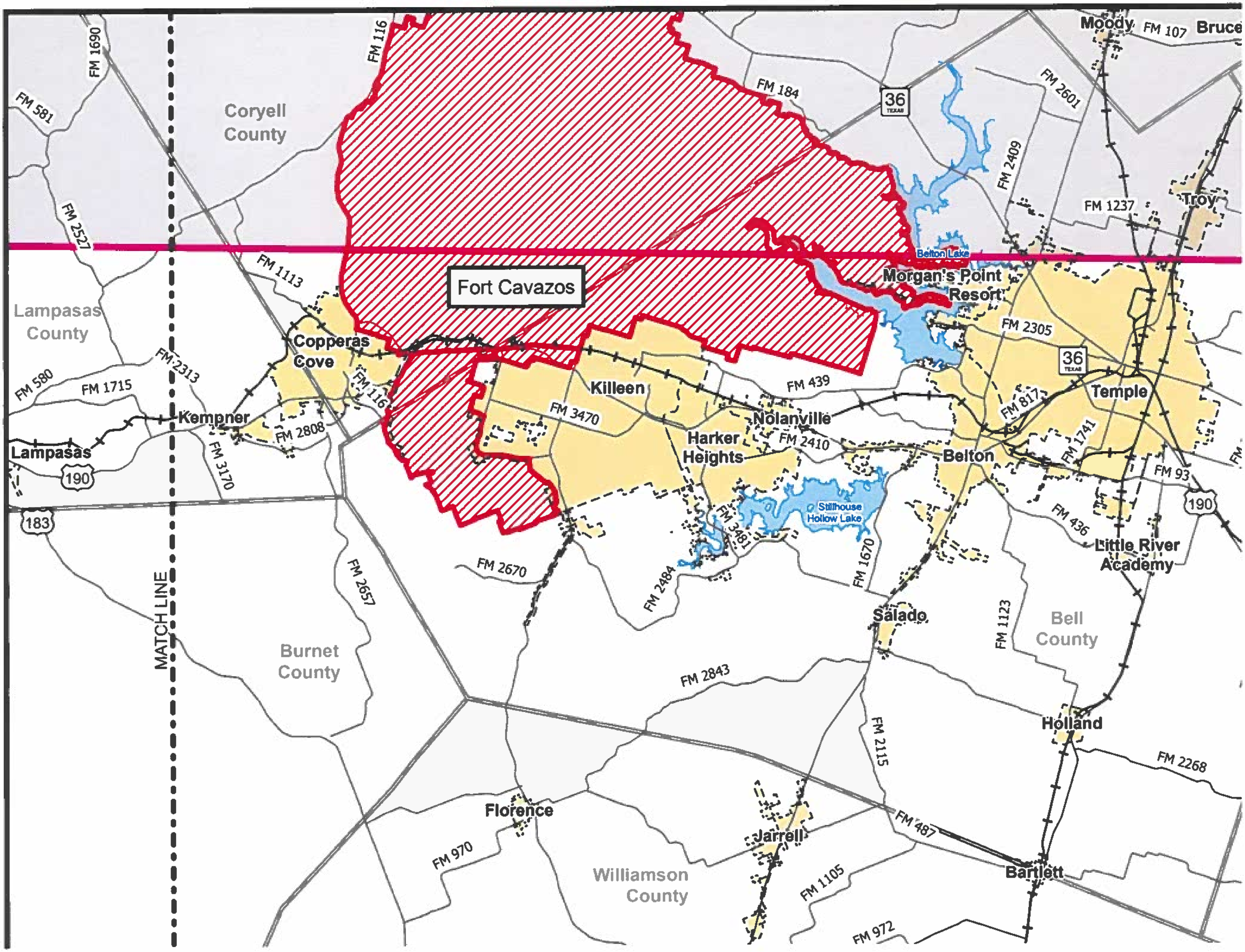
Kimley-Horn and Associates, Inc.

Julie Jones

Julie Jones, P.E.
Attachment – Map of the Project Study Area

Halff Associates, Inc.

Russell Marusak



Fort Cavazos
Coryell County
Lampasas County
Burnet County
Williamson County
Bell County
MATCH LINE
Moody
Bruce
Troy
Temple
Belton
Morgan's Point Resort
Belton Lake
Killeen
Nolanville
Harker Heights
Stillhouse Hollow Lake
Copperas Cove
Kempner
Lampasas
Little River Academy
Salado
Holland
Bartlett
Jarrell
Florence
FM 116
FM 1690
FM 581
FM 2527
FM 1113
FM 2313
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FM 436
FM 3481
FM 1670
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FM 970
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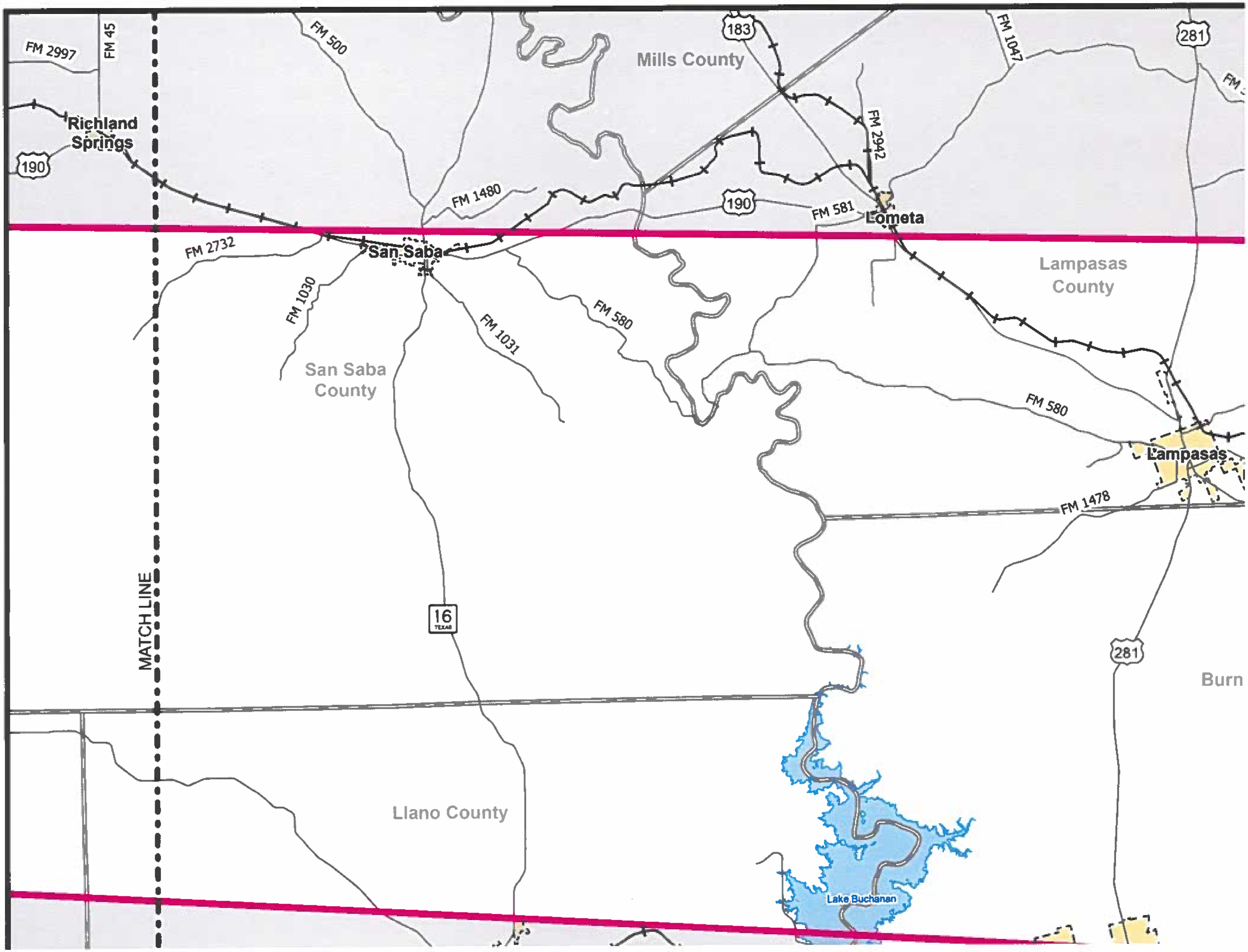

FM 2997
FM 45
Richland Springs
190
FM 500
Mills County
183
FM 1047
281
FM 2942
FM 1480
190
FM 581
Lometa
FM 2732
San Saba
FM 1030
FM 1031
FM 580
Lampasas County
San Saba County
FM 580
Lampasas
FM 1478
16
MATCH LINE
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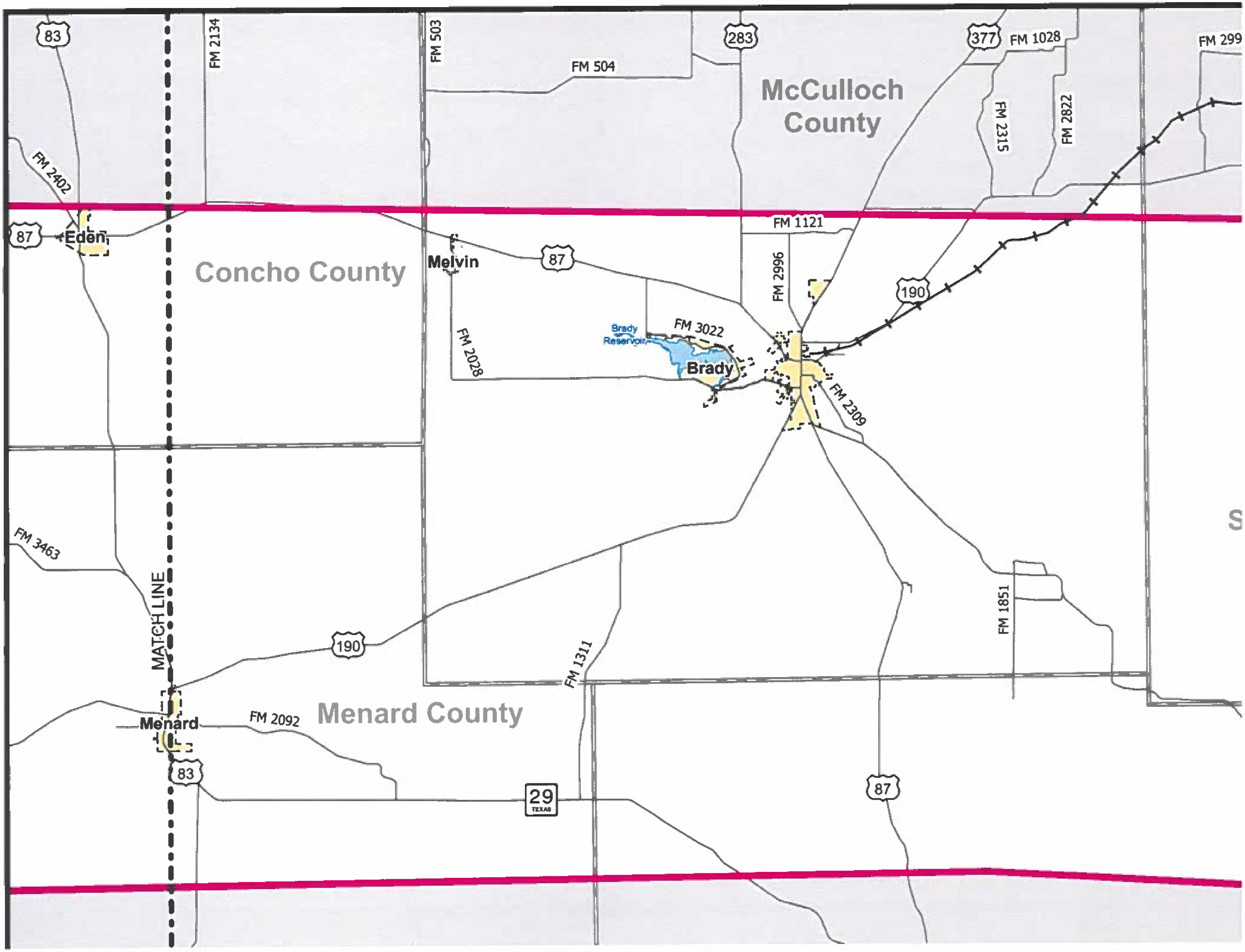
Burn
Llano County
Lake Buchanan



McCulloch County
Concho County
Menard County
Brady
Brady Reservoir
Melvin
Eden
Menard
MATCH LINE
FM 2134
FM 503
FM 504
FM 2402
FM 1028
FM 2315
FM 2822
FM 299
FM 1121
FM 2996
FM 3022
FM 2028
FM 2309
FM 1851
FM 1311
FM 3463
FM 2092
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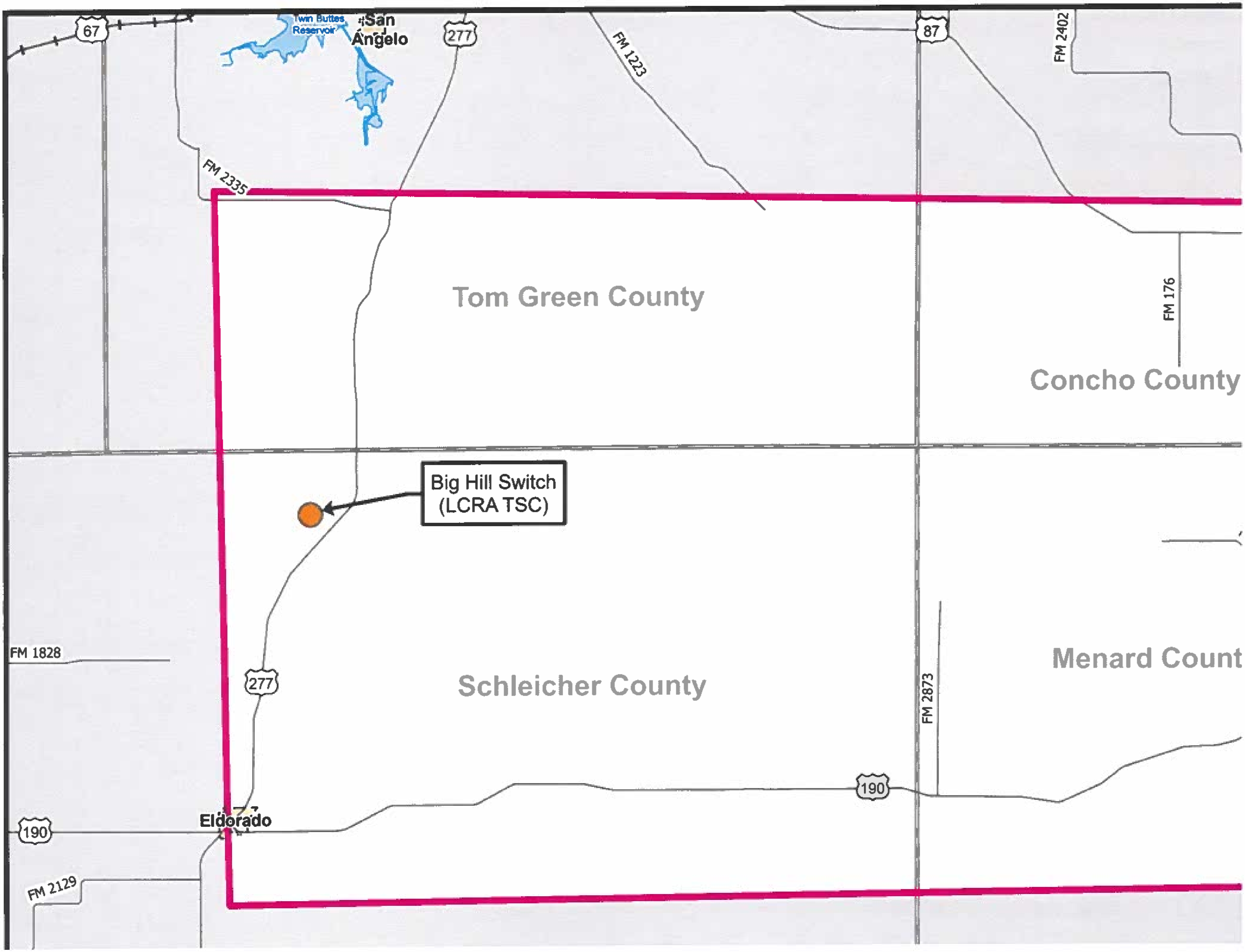

67
Twin Buttes Reservoir
San Angelo
277
FM 1223
87
FM 2402
FM 2335
Tom Green County
FM 176
Concho County
Big Hill Switch
(LCRA TSC)
FM 1828
277
Schleicher County
FM 2873
Menard Count
190
Eldorado
190
FM 2129

Burnet County Commissioners Court

Jim Luther Jr.	Damon Beierle	Bryan Wilson	Chad Collier	Joe Don Dockery
Precinct 1	*Precinct 2*	*County Judge*	*Precinct 3*	*Precinct 4*

Regular Session 25.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take appropriate action regarding the proposed Amended FY2025-2026 Budget Calendar. (Wilson)

Attachments

FY25-26 Proposed Budget Calendar

FY 2025-2026 BUDGET & TAX CALENDAR

DATE	ACTION	STATUTE	OFFICIAL
April	Budget Letter and Worksheets Distributed		County Judge/Auditor
April/May	Departments Prepare and Present Budget Requets	LGC 111.005	County Judge/Auditor
May 15th	Deadline for departments to return budget requests		
April 30th	Deadline for chief appraiser to provide preliminary tax roll values.	Tax Code 26.01(e)	Chief Appraiser
Apr/May	Adopt Budget Policy and Calendar		County Judge & Commissioners
June 10	Workshop Following Regular Commissioners Court - Budget Policy, Vehicle Fleet, Mileage Policy, Time and Leave, Employee Handbook Issues, IT issues, Facility Issues, Insurance (Health and Risk Management), Historical Building and places		County Judge & Commissioners & Public
June 24	Workshop Following Regular Commissioners Court - County Judge and all County Departments, Grant-funded and/or State-Funded Departments, Tax Assessor Collector, Treasurer, Auditors/purchasing Office, EMS, Fire, Health and Welfare, and other grants or ILAs		County Judge & Commissioners & Public
July 8	Workshop Following Regular Commissioners Court - Law Enforcement Elected Departments (Sheriff, constables and Jail), District Attorney, and County Attorney and ILA support		County Judge & Commissioners & Public
July 22	Workshop Following Regular Commissioners Court - Clerks, District Courts, County Court at Law, Judicial Services and JPs		
July 25th	Deadline for chief appraiser to certify appraisal roll		Chief Appraiser
July 29	Workshop Following Regular Commissioners Court - Courts Road and Bridge and Other Funds		County Judge & Commissioners & Public
August 12	Complete Budget for filing with Clerk for public review		County Judge & Commissioners & Public
before Aug 15th	Before filing annual budget, give notice to each elected officer of proposed salary and expenses	LGC 152.013(c)	County Judge & County Auditor
Aug 15th	File Proposed Budget with County Clerk (available for Public Inspection) & post on county website	LGC 111.006b	County Auditor/Judge/IT
August 12	Submit no-new-revenue rate and voter-approved tax rate calculation to Commissioners Court.	Tax Code 26.014 (c),(d2)	Chief Appraiser/County Auditor
August 12	Meeting of governing body to set proposed rate, take record vote and schedule public hearing.	LGC 111.007b	Commissioners' Court
August 12	If exceeds no new revenue rate , ***take record vote*** and schedule **(1) Public Hearings**.		Commissioners' Court
August 12	Commissioners' Court sets or confirms date for Public Hearing on budget authorizing notice to be published in newspaper.		Commissioners' Court
August 12	SET and announce date, time & place to adopt tax rate		Commissioners' Court
By Aug 20	Publication of effective and rollback tax rates; statement and schedules; **Deadline to newspaper 10am/website publication.**		Auditor/Appraiser/ Purchasing
Aug 12- Aug 17	Publish notice of public hearing on the budget in newspaper. Must be published at least ten days before public hearing on budget.	LGC 111.075	
By Aug 20th	Notice of Public Hearing on Tax Increase is the first quarter-page notice in paper and website, at least 7 days before the first public hearing.		
by Aug 17th	PUBLISH notice of any Elected Officeials salaries, expenses, or allowances that are proposed to be increased and the amount of the proposed increases. (*Must be published at least ten days before budget hearing.*)	LGC 152.013 b	Human Resources/Auditor/Purchasing
	Set salary, expenses and other allowances of Elected or Precinct officials.	LGC 152.011	Commissioners' Court
Before filing annual budget	Send grievance notices to EO's.		County Auditor
if necessary	Choose Grievance Committee public members. Not later than 15th day after request for hearing.	LGC 152.015	Commissioners' Court
	5 PM Deadline for official to file salary grievance. Must be within five day of notice received.	LGC 152.016a	Officials
Before Aug 26	Meeting of Grievance Committee (if required). Must be held within ten days of request for hearing or selection of committee.	LGC 152.016b	Grievance Committee
Aug 26 9:00AM	Hold public hearing on tax rate. At least 7 days after newspaper publication.	Tax Code 26.06	Commissioners' Court
Aug 26 9:00AM	Public Hearing on budget. On or after Aug 16th. At least 10 days after newspaper publication.	LGC 81.006	Commissioners' Court
Aug 26 9:00AM	Adopt Budget. Must be a record vote.	LGC 111.008	Commissioners' Court
Aug 26 9:00AM	VOTE to Adopt Tax Rate	LGC 111.014	Commissioners' Court
Aug 26 9:00AM	VOTE to ratify tax increase	Tax Code 26.05	Commissioners' Court
Aug 26 9:00AM	File Adopted Budget with the County Clerk	LGC 111.009	County Judge/Auditor
Aug 26 9:00AM	Post on County web site & notify departments of adopted budget	LGC 111.009	Auditor/IT
Aug 26 9:00AM	Send notice to newspaper that budgets are available	LGC 111.009	County Auditor/Purchasing
All notices subject to website publication. Dates subject to change without notice.			
All subject to 72-hour notice for public meetings (Open Meetings Notice).			

Regular Session 27.

Meeting Date: 06/10/2025

Subject

Discuss, consider, and take action on whether to provide a 'no objection' response from Burnet County on the US Fish and Wildlife Service purchase of land to add to the Balcones Canyonlands National Wildlife Refuge. (Wilson)

Attachments

US Fish and Wildlife Letter

Gmail

Madeline Parker <mjparker@burnetcountytexas.org>

(Response Requested) Balcones Canyonlands National Wildlife Refuge to acquire land from Interested Willing Landowners(s) off of Hwy 1174

Purkey, Kelly <kelly_purkey@fws.gov> Fri, May 30, 2025 at 4:00 PM
To: "countyjudge@burnetcountytexas.org" <countyjudge@burnetcountytexas.org>, "mjparker@burnetcountytexas.org" <mjparker@burnetcountytexas.org>

Dear Honorable Judge Bryan Wilson, Burnet County, TX,

Good afternoon, sir. I am Kelly Purkey, the Refuge Manager of the Balcones Canyonlands National Wildlife Refuge (BCNWR). We are part of the US Fish and Wildlife Service under the Department of Interior. The BCNWR was established back in 1992 for the endangered golden-cheeked warbler and black-capped vireo. Since then, we have worked hard to protect habitat for wildlife, while still offering public access for hunting, hiking, birdwatching, and/or recreating. We are also focused on environmental education for all, but prioritize educating local children. We have land within Burnet, Williamson, and Travis County, however our most popular hiking trail, which gets over 100,000 visits per year, sits in Burnet County along Hwy 1174. BCNWR currently owns approximately 5,000 acres in Burnet County. I would love to meet you and give you (and/or your staff) a tour if ever you are interested.

Currently, there is a proposal to use up to $3,511,000 of Fiscal Year (FY) 2025 Land and Water Conservation Fund (LWCF) federal land acquisition funding to acquire properties from an interested and willing seller in Burnet County, Texas (off of Hwy 1174). This property, if acquired, would be managed as part of the Balcones Canyonlands National Wildlife Refuge in support of wildlife-dependent public recreation (including hunting, hiking, etc) and wildlife conservation.

We appreciate and will continue our ongoing conservation partnership with Burnet County to enhance public recreational opportunities by providing access to public lands. We would be happy to answer any questions or concerns you may have. With that, we are seeking a "no objection" response from your office for use of these FY 2025 LWCF federal land acquisition funds.

If you have any questions, please do not hesitate to reach out. I appreciate your time.

Kind regards,

Kelly Purkey
Refuge Manager
U.S. Fish & Wildlife Service
Balcones Canyonlands National Wildlife Refuge
24518 FM 1431
Marble Falls, TX 78654-4096
(512) 339-9432 x. 20020
(512) 267-6530 – Fax
(830) 265-3024 - Cell