



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

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

REGULAR SESSION MEETING DATE: Tuesday SEPTEMBER 2, 2025

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007, the commissioners court allows any person to make comment on any item appearing on the agenda, however in this section of public comment any person may make comment on items not posted on the agenda. Any comments made will not be deliberated on by the Commissioners Court during this Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Presentation of the donation from the Burnet County Employee Picnic basket sales to Ark of the Highland Lakes and brief presentation on flood recovery efforts. (Wilson/ Stafford)
5. Discuss, consider, and take appropriate action regarding Department Updates:
 - a. Burnet County Sheriff's Office;
 - b. Emergency Management, including Debris Site;
 - c. Road & Bridge.
6. Discuss, consider, and take appropriate action regarding extending the Burnet County Local State of Disaster. (Wilson)
7. Discuss, consider, and take appropriate action regarding the burn ban for the unincorporated areas of Burnet County. (Wilson)
8. Discuss, consider, and take appropriate action on Burnet County declaring September Suicide Prevention Month. (Wilson)

Attachments

September 2025 Suicide Prevention Month

9. Discuss, consider, and take appropriate action on Burnet County declaring September Senior Center Awareness Month. (Wilson)

Attachments

Senior Center Awareness Proclamation

10. Discuss, consider, and take appropriate action regarding the proposed Burnet County holiday schedule for FY26. (Wilson)

Attachments

FY26 Proposed Holiday Schedule

11. Discuss, consider, and take appropriate action regarding allowing the use of county equipment and manpower to assist the Burnet Rodeo Association in arena preparation for their upcoming fundraiser on October 11, 2025. (Beierle)
12. Discuss, consider, and take appropriate action FOR authorization to contract with for Dykema Levy to provide Design Services for Briggs Community Center located at 185 Loop 308 in Briggs, Texas. The project will include documenting the existing conditions for the +/-10,000 SF Briggs Community Center, review them against applicable building codes and provide code-compliant corrections. Also provide design and documentation for the rest of the renovation scope and support the builder during construction. (Beierle)

Attachments

20250822_Burnet County_Briggs Community Center Proposal R1

13. Discuss, consider, and take appropriate action regarding the following for the County Court at Law's Official Court Reporter's FY24 compensation to be in compliance with the Texas Government Code 252.0929(j). Payment of back pay of 2,080 hours at the difference to actual payment of salary \$84,572.80 (\$40.66 per hour) and corrected amount of salary \$97,136.00 (\$46.70 per hour) equals \$12,563.20. (Wilson)

Attachments

McGrew Backpay Request FY2024

14. Discuss, consider, and take appropriate action for authorization of payment to Josh Walenta for reimbursement of reasonable cost incurred for the bulldozer work rendered to restore public access to Cow Creek due to the flooding during the declared disaster on or about July 5th and 6th, 2025. (Collier)

Attachments

Emergency Work Invoice

15. Discuss, consider, and take appropriate action regarding invoices without PO's. (Wilson)

Attachments

Inv No PO 9.2.25

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

Attachments

Line Item Transfers

17. Discuss, consider, and take appropriate action for the authorization of payment of claims previously approved by the County Auditor. (Wilson)
18. Discuss, consider, and take appropriate action regarding contracts, agreements or grants to be approved and/or ratified: (Wilson)
 - a. Approval to sign and execute all necessary documents and actions to enter the Regional Public

Defender for Capital Cases Interlocal Agreement; and

b. Approval to sign and execute all necessary documents and actions to enter the lease agreement for the East Texas Mack Buy Back Program for 2026 Mack GR64F Dump Trucks.

Attachments

Public Defenders Interlocal Agreement

Cadence Lease Agreement

19. Acknowledgement of Receipt: (Wilson)
a. PEC Letter and Notice of Utility Connections.

Attachments

PEC Utility Notification

20. Discuss, consider, and take appropriate action regarding the commissioners court modifying regularly scheduled meetings. (Wilson)
21. Calendar Review.
22. 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. Madeline Parker, 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 26th day of August, 2025
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

COUNTY JUDGE

Burnet County Commissioners Court

Jim Luther Jr.

Precinct 1

Damon Beierle

Precinct 2

Bryan Wilson

County Judge

Chad Collier

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Joe Don Dockery

Precinct 4

Regular Session

8.

Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action on Burnet County declaring September Suicide Prevention Month.
(Wilson)

Attachments

September 2025 Suicide Prevention Month

PROCLAMATION
Presented

In Recognition of 2025 SUICIDE PREVENTION MONTH

This Proclamation recognizes suicide as a preventable national and statewide public health problem, and suicide prevention as a national and statewide responsibility, and designates September 2025 as “Suicide Prevention Month” in Burnet County, Texas.

WHEREAS, as per the Centers for Disease Control [CDC], in 2023, suicide was the 11th leading cause of death overall in the United States and the 2nd leading cause of death among individuals aged 10 to 34 years;

WHEREAS, according to the CDC, in the United States in 2023, over 49,000 individuals died by suicide;

WHEREAS, per the CDC, suicide rates increased approximately 36% in the United States from 2000-2023 per the CDC;

WHEREAS, according to the National Survey on Drug Use and Health, in 2023, an estimated 12.8 million adults aged 18 years or older reported having serious thoughts of suicide and 1.5 million adults attempted suicide in the past year;

WHEREAS, according to the Youth Risk Behavior Survey, in 2023, two in ten high school students seriously considered attempting suicide and almost one in ten high school students reported that they had made at least one suicide attempt in the past year;

WHEREAS, according to Texas Department of Health and Human Services, in 2017, Texas reported 11,400 suicide attempts;

WHEREAS, according to Texas Department of Health and Human Services, in Texas, between 1999-2020, Burnet, reported 140 suicide attempts ;

WHEREAS, over 90% of the people who die by suicide have a diagnosable and potentially treatable mental health condition, although often that condition is not recognized or treated;

WHEREAS, as per the CDC, the burden of suicide is estimated to cost over \$510 billion in medical, work loss, value of statistical life, and quality of life costs nationally;

WHEREAS, the negative attitudes associated with mental health conditions and suicidal thoughts and behaviors work against suicide prevention by discouraging persons at risk

for suicide from seeking life-saving help and further traumatizes survivors of suicide loss and people with lived experience of suicide;

WHEREAS, if someone can get through the intense and short moment of an active suicidal crisis, they are unlikely to ultimately die from suicide;

WHEREAS, asking someone directly if they're thinking about suicide will not "put the idea in their head" and most will be relieved someone starts a conversation;

WHEREAS, most people who survive a suicide attempt (85-95%) go on to engage in life;

WHEREAS, everyone has a role to play in preventing suicide and can learn suicide risks and warning signs and encourage those who struggle to seek help;

AND, WHEREAS, organizations such as The American Foundation for Suicide Prevention envision a world without suicide, and are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or struggled themselves, and urge that we:

1. Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority.
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities.
3. Encourage initiatives based on the goals contained in the 2024 National Strategy for Suicide Prevention and Texas State Plan for Suicide Prevention 2023-2028.
4. Promote awareness that there is no single cause for suicide; that suicide is complex; that risk may increase for a person when multiple contributors (e.g., mental health conditions, substance use and physical health conditions and pain, past trauma) converge in the context of stress; and that when a person has access to lethal means they may die by suicide.
5. Develop and implement strategies to increase access to and the delivery of quality mental health, substance use, and suicide prevention crisis care and treatment and recovery services.

THEREFORE, BE IT RESOLVED that, We, the commissioners court of Burnet County, Texas; do hereby designate September as

"SUICIDE PREVENTION MONTH"

in Burnet County, Texas.

Bryan Wilson
Burnet County Judge
September ____, 2025

Burnet County Commissioners Court

Jim Luther Jr.

Precinct 1

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Bryan Wilson

County Judge

Chad Collier

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Joe Don Dockery

Precinct 4

Regular Session

9.

Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action on Burnet County declaring September Senior Center Awareness Month. (Wilson)

Attachments

Senior Center Awareness Proclamation



PROCLAMATION

Presented

In Recognition of

2025 SENIOR CENTER AWARENESS MONTH

WHEREAS, National Senior Center Awareness Month is observed annually in September to recognize and celebrate the vital role that senior centers play in enhancing the health and well-being of older adults; and

WHEREAS, senior centers serve as community hubs, offering a wide range of programs and services that promote social engagement, physical activity, lifelong learning, and access to health and wellness resources; and

WHEREAS, the theme for National Senior Center Month 2025, as designated by the National Council on Aging is "Powering Connections," highlighting the importance of fostering meaningful relationships and community connections among older adults; and

WHEREAS, Burnet County is committed to supporting its growing older adult population through programs and services that empower older adults to live healthy, active, and independent lives; and

NOW, THEREFORE, BE IT RESOLVED that Burnet County to proclaim the month of September 2025 as "National Senior Center Month" in Burnet County, Texas and encourage all residents to recognize and celebrate the contributions of older adults and the essential role of senior centers in our community and encourage all residents to visit and participate in the programs and services they offer.

THEREFORE, BE IT RESOLVED that, We, the commissioners court of Burnet County, Texas; do hereby designate September as

"SENIOR CENTER AWARENESS MONTH"

in Burnet County, Texas.

Bryan Wilson
Burnet County Judge
September ___, 2025

Burnet County Commissioners Court

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Regular Session

10.

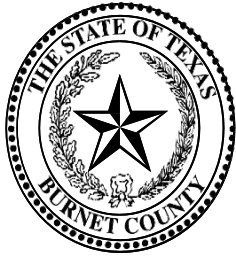
Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action regarding the proposed Burnet County holiday schedule for FY26.
(Wilson)

Attachments

FY26 Proposed Holiday Schedule



Burnet County Holiday Schedule - FY26

The following is an official list of holidays as set at the beginning of the County's fiscal year, which runs from October 1 to September 30.

<u>DAY OF THE WEEK</u>	<u>DATE</u>	<u>HOLIDAY</u>
Tuesday	November 11, 2025	Veteran's Day
Thursday-Friday	November 27 & 28, 2025	Thanksgiving
Wednesday-Friday	December 24, 25, & 26th 2025	Christmas
Thursday	January 1, 2026	New Year's Day
Monday	January 19, 2026	Martin Luther King, Jr. Day
Monday	February 16, 2026	President's Day
Friday	April 3, 2026	Good Friday
Friday	April 10, 2026	Bluebonnet Festival
Monday	May 25, 2026	Memorial Day
Friday	June 19, 2026	Juneteenth
Friday	July 3, 2026	Independence Day
Monday	September 7, 2026	Labor Day

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Regular Session

12.

Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action FOR authorization to contract with for Dykema Levy to provide Design Services for Briggs Community Center located at 185 Loop 308 in Briggs, Texas. The project will include documenting the existing conditions for the +/-10,000 SF Briggs Community Center, review them against applicable building codes and provide code-compliant corrections. Also provide design and documentation for the rest of the renovation scope and support the builder during construction. (Beierle)

Attachments

20250822_Burnet County_Briggs Community Center Proposal R1



LEVY

DYKEMA

Burnet County
Briggs Community Center

August 22, 2025

Proposal

Client Initials:

LEVY DYKEMA Initials:

I. Proposal Summary

A. Proposal Details

Project Name Burnet County - Briggs Community Center
Date Submitted August 22, 2025
Revision Number 1

B. Client Details

Company Name Burnet County
Contact Person Commissioner Damon Beierle
Position/Title County Commissioner
Contact Information 512-715-2611; dbeierle@burnetcountytexas.org

C. The Project

LEVY DYKEMA proposes to provide Design Services for Briggs Community Center located at 185 Loop 308 in Briggs, Texas. The project will include documenting the existing conditions for the +/-10,000 SF Briggs Community Center, review them against applicable building codes and provide code-compliant corrections. We will also provide design and documentation for the rest of the renovation scope and support the builder during construction.

Note: At this time, our structural engineer is providing an assessment of the existing building only. If further structural scope is required, LEVY DYKEMA will provide a specific fee for that future scope once determined.

The Contract will expire January 31, 2027.

The Proposal is based on and includes LEVY DYKEMA's Standard Terms and Conditions incorporated herein by reference (together, "this Agreement"). By signing this Agreement or giving LEVY DYKEMA instructions to proceed with the Services, Client agrees to be bound by this Agreement.

D. Fee

LEVY DYKEMA proposes the following fee options for the Client's consideration:

Deliverables	Fee
• Architectural	\$ 99,100
• Structural	\$ 6,670
• MEP	\$ 36,858
• ADA/TAS Review	\$ <u>1,150</u>
Total	\$143,778

Proposal

Client Initials:

LEVY DYKEMA Initials:

Architectural

• As Builts (3-D)	\$20,000
• Code Review (2 meetings included)	\$ 5,000
• Design Development (2 meetings included)	\$10,000
• Contract Documents (2 meetings included)	\$20,000
• Contract Administration (Assumed 14 months)	
• RFI's, Submittals, Questions, Etc.	\$21,000
• Owner, Architect, Contractor Meeting (OAC) (at Client's request)	
• Virtual (1 per month - billed at \$400/per meeting)	\$ 5,600
• On Site (1 per month - billed at \$1,250/per visit)	\$17,500

Fee*

*These fees are estimated values based on the limited information provided and the expectation of efficient Project implementation and coordination among other Project stakeholders. Fees are subject to change upon receipt of more specific Project information and/or the addition of Services. The Fee Proposal is based on the Project Schedule stated therein.

- All fees are payable in US dollars and do not include expenses. For a detailed description of Services included within each fee option refer to section II. Scope of Services.

E. Consultants

The Proposal is based on LEVY DYKEMA being engaged as Design Architect and Architect of Record, and all other consultants (Geotechnical, Civil, Landscape, Structural, MEP, Surveyor, Kitchen, Food Service, Acoustical, Audio/Visual, Security, Accessibility, Building envelope/waterproofing, Cost Consultant/Professional Cost Estimator, Third-Party Construction Inspection, and Construction Materials Engineering and Testing, etc.) either being engaged directly by Client or separately by LEVY DYKEMA (only where agreed by LEVY DYKEMA at its sole discretion), in which case the cost will be added as a Reimbursable Expense (defined below).

F. Hourly Charge-Out

The following hourly rates shall be used when a portion of LEVY DYKEMA's fee is to be charged on an hourly basis or if LEVY DYKEMA is requested to perform Additional Services (defined below). Hourly rates are subject to annual increase of 10% per annum.

Architecture	Hourly Rate	Interior Design	Hourly Rate
President	\$375	President	\$375
Sr. Principal	\$325	Sr. Principal	\$300
Principal	\$300	Studio Director	\$220
Studio Director	\$235	PID	\$185
Project Architect	\$205	Designer 3	\$165
Designer 3	\$185	Designer 2	\$145
Designer 2	\$165	Designer 1	\$125
Designer 1	\$145	Intern	\$95
Intern	\$95	Administration	\$75
Administration	\$75		

Proposal

Client Initials:

LEVY DYKEMA Initials:

SVL

G. Expenses

Reimbursable Expenses plus taxes are billed at 1.15 x cost, payable in US dollars, and are in addition to LEVY DYKEMA’s fee. They include actual expenditures made by LEVY DYKEMA in the interest of the Project, including but not limited to the following:

- Transportation expenses; out-of-town travel and room and board; plots; reproductions; delivery; model building; 3D walkthroughs; photography; packaging; fees paid to any authorities having jurisdiction over the project (TDLR/TAS, City, County, State); fees incurred for the sole benefit of LEVY DYKEMA in consultation with its legal counsel (at its legal counsel’s then current rates, without mark-up) for construction contract General Conditions consultation, lender consents, consent to Client’s authorized assignment of this Agreement, any other document Client requests be executed after execution of this Agreement or notice to proceed, and/or negotiation of Client’s separate preferred form of agreement.
- Consultant Fees are estimated values based on the limited information provided and are subject to change based on more specific project information.

Consultant	Fee
• Civil	N/A
• Landscape	N/A
• Structural (Structures)	
• Site visit and assessment	\$ 6,670
• MEP (Capital Consulting Engineers)	
• Site visit, As-built report, CD’s	\$30,820
• Contract Administration	\$ 2,588
• Site Visits (2)	\$ 3,450
• Additional Site Visits	\$ 1,725 per visit
• TAS Review (Infinite Accessibility)	\$ 1,150

H. Terms of Payment

- Within ten (10) days after execution of this Agreement and prior to the commencement of Services, as consideration for LEVY DYKEMA placing this Project within its current schedule of projects, Client agrees to remit payment of the nonrefundable, irrevocable retainer of \$00.00 to LEVY DYKEMA. The retainer is held until, and applied to, the final Project invoice, with any excess returned to Client at the address stated herein.
- Monthly invoices are calculated as the portion of the Services completed and Reimbursable Expenses incurred in the prior month. Failure to invoice monthly does not waive the right to payment. Payments are due to LEVY DYKEMA within 28 days from the date of invoice. Amounts owed may not be withheld based on claim of dispute.

Proposal

Client Initials:

LEVY DYKEMA Initials:

- Interest on late payments will be charged at 18% per annum, or the maximum rate allowed by law if less, and Client will be responsible for all cost of collection, including but not limited to reasonable attorney's fees, court costs, and collections agency costs. If payment is not received by the date due, LEVY DYKEMA may suspend or terminate performance of the Services without liability to Client.

Please remit all payments to:

LEVY Architects, PLLC
(DBA: LEVY DYKEMA)
620 Congress Ave., Suite 100
Austin, TX 78701

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

II. Scope of Services

Services expressly included in this Proposal are “Basic Services,” for which LEVY DYKEMA will be compensated per the terms of Proposal Summary Section I.D. Services not expressly included, or which are expressly excluded may be performed as, “Additional Services,” for additional compensation per Proposal Summary Section F.

A. Design Development

A.1 Definition

This stage involves developing the design to a level that will adequately explain the design and allow for submission to the relevant local authorities for planning consent/permit, and/or pricing. Once approved, any major design changes will be an additional service.

A.2 Tasks

- Client approval of Schematic Design shall be requested before proceeding to the Design Development phase.
- Organize, attend, and record project kick-off meeting with consultants
- Confirm and develop CLIENT’s program
- Confirm and develop CLIENT’s scope
- Confirm and develop CLIENT’s schedule
- Review design against budget and coordinate (budget provided by a third party appointed by the Client)
- Further develop documents with more specificity and details that define the building exteriors and interiors
- Update Building Code Analysis/Compliance Diagrams
- Identify and obtain materials samples from concept imagery
- Distribute information to appropriate consultants
- Design review and page-turn meeting
- Request Client to approve Design Development drawings to proceed into Contract Documents Phase

A.3 Deliverables

- Building Description
- Architectural Site Plan
- Architectural Plan(s) (Life Safety, Slab, Floor, Finish, Power/Data, Reflective Ceiling, Roof)
- Concept Material Imagery
- Exterior Elevation(s)
- Building Section(s)
- Wall Sections (if needed)
- Vertical Control Diagrams (stair and ramp sections, if applicable)
- Door Schedule
- Storefront Schedule
- Interior Partition Schedule
- UPDATED Code Summary
- Architectural Specifications
- Provide Material Board of product specifications including fixtures (plumbing, lighting, accessories)
- Provide Consultant Narrative (electrical systems selected and refined, structural systems selected and reviewed).

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

B. Contract Documents

B.1 Definition

This stage involves the preparation of technical design and detailing to include all products and materials that are selected and scheduled as required to be priced, permitted, and constructed.

B.2 Tasks

- Client approval of Design Development shall be requested before proceeding to the Contract Document phase
- Organize, attend, and record project meetings with Client
- Coordinate and integrate the work of consultants, confirm consultant proposal still valid with current scope.
- Prepare specifications in accordance with the drawings and the Client's requirements
- Document checking and quality control review
- Finalize Building Code Analysis/Compliance Diagrams
- Finalize selection of all materials, fixtures, finishes and specifications
- Distribute information to appropriate consultants
- Final design review and page-turn meeting
- Request Client to approve Contract Documents drawings to proceed into Construction Procurement Phase
- Upon completion of Contract Documents, LEVY DYKEMA will register and submit documents to Registered Accessibility Specialist (RAS) for ADA Review as required by law. The registration fee will be billed to the Client as a reimbursable expense. Plan Review and Inspection fees will be billed directly to the client from RAS.

B.3 Deliverables

- Building Description
- Architectural Site Plan, As Needed
- Architectural Plan(s) (Life Safety, Slab, Floor, Finish, Power/Data, Reflective Ceiling, Roof)
- Exterior Elevation(s)
- Building Section(s)
- Wall Sections (if needed)
- Architectural Details
- Architectural Specifications on Drawings
- Vertical Control Diagrams (stair and ramp sections, if applicable)
- Door Schedule
- Storefront Schedule
- Interior Partition Schedule
- FINAL Code Summary

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

C. Permit Expedite/Plan Review Comments

C.1 Definition

This stage involves submitting the applications and documents to presiding jurisdiction for building permits.

C.2 Tasks

- Record the Client's agreement to proceed with this stage of work.
- Record Clients agreement to submit application to the appropriate authorities where required.
- Arrange, attend, and record pre-application meetings with authorities, consultants & other relevant parties
- Assist Client with planning/building application process.
- Submit documents to presiding jurisdiction for the building permit.
- Owner will be required by Texas law to have the facility inspected for compliance with Texas Accessibility Standards within one year of completion.
- All fees to be directly paid by Client. LEVY DYKEMA can assist in determining the fees.

C.3 Deliverables

- N/A

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

D. Bidding/Negotiation

D.1 Definition

This stage involves a range of contract and administration procedures to identify and evaluate potential contractors and/or specialists for the construction of the project.

D.2 Tasks

- Record the Client's agreement to proceed with this stage of work.
- Client supplied data coordination
- Project coordination
- Client consultation
- Assist Client in determining the preferred method of construction contract/contractor negotiation/bid
- Consult with Client regarding building contract issues such as insurance, bonds, liquidated damages, and other issues affecting the construction of the project.
- Assist Client in determining the preferred bidding process (Bid Evaluation) (One 2-hour meeting with project team, if necessary)
- Issue relevant documents to the prospective contractor(s) describing the scopes of work and to enable a bid or bids to be obtained for the construction of the work (Issue Bidding documents)
- Issue Addenda (when, if necessary)
- Answer RFI's, review submittal requests, compile bids, review bids, and present bids to Owner Contractor selection.
- Review Construction contract between Client and Contractor
- Coordinate the preparation of pre-bid estimates of the estimated cost of construction

D.3 Deliverables

- Bid Tabulation

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

E. Contract Administration

E.1 Definition

This stage involves the administration of the building contract up to and including practical completion.

E.2 Tasks

- Record the Client's agreement to proceed with this stage of the work.
- Arrange, attend, and record periodic site meetings. (Progress reports/evaluation)
- Respond to Client inquiries (Client Consultation)
- Provide the contractor with technical assistance to interpret drawings
- Review and comment on selected work procedures provided by the contractor
- Review and comment on selected shop drawings and product data provided by the contractor
- Review mock-ups and work samples
- Review and approve contractors' application for payment
- Provide a Punch List

E.3 Deliverables

- Field Reports (if applicable)

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

F. Additional Services/Assumptions and Exclusions

F.1 All Services not expressly and specifically described within Basic Services are Additional Services to which the parties must agree in advance in writing, requiring additional time for performance and additional compensation, and subject to Hourly Charge-Out set forth in Proposal Summary Section I.F. Additional Services include, but are not limited to:

- Colored conceptual renderings during the design phase are included in the scope of services. However color photo-realistic renderings for marketing level distribution are not included in the basic services.
- Furniture, art & accessories budget and selection for pricing review, procurement, or installation
- Special Studies/Reports (e.g., Planning Tenant or Rental Spaces, etc.)
- Marketing
- Project Management
- Branding/Wayfinding
- Alternative Bid Details and Special Bid Documents
- Presiding jurisdiction fees (Plan Review, Permit, etc.)
- Americans with Disabilities Act (ADA) fees (Plan Review & Inspection)
- Designation or rating by Leadership in Energy and Environmental Design (LEED) Services
- Meetings and other events beyond those expressly allotted within this Agreement.
- Building Owners Management Association (BOMA) calculations are an additional service.
- Representation, consultation, or assistance as an expert
- LEVY DYKEMA will invoice the following as Additional Services without the need for additional written authorization or agreement by Client: (i) Services not completed within the period allowed under the Project Schedule through no fault of LEVY DYKEMA; (ii) Services made necessary by laws, codes, and regulations enacted or revised after the date of this Agreement; (iii) Revisions/changes to Services for scope changes for any reason, including without limitation re-design based on new or different information, change in conditions, Project size and scope, quality, or Client's budget (both increase and decrease/value engineering); (iv) changes to Services necessitated by unknown or differing site conditions and conditions concealed by vegetation, structures, land features, or other obstacles of any kind; or (v) requests by Client for LEVY DYKEMA's attendance at meetings, site visits, and other events or tasks in excess of the type and number expressly provided in the Proposal.

F.2 Express assumptions upon which the Services and associated Fee are based:

- LEVY DYKEMA will reasonably rely on the accuracy and validity of all information provided by Client, the work of contractors and other third parties and services of other consultants, independent testing, government and quasi-governmental information and representations, and public records, is not expected to or required to validate or verify said information, and is not liable for same, even if incorporated into the Services.
- Client's contractor is knowledgeable regarding use and installation of specified methods and materials and LEVY DYKEMA shall not be liable for misinterpretation of Contract Documents, defects in or quality of the construction work, contractor's performance, or its means, methods, or safety precautions.

Scope of Services

Client Initials:

LEVY DYKEMA Initials:

- Client acknowledges natural materials selected for the Project may change in appearance and dimension following exposure to use or climatic conditions.
- LEVY DYKEMA shall not be required to certify to conditions it cannot independently verify or sign documents which in its sole discretion may change its responsibilities under this Agreement or increase its liability or risk.
- Client or its separate delegee is solely responsible for services not provided by LEVY DYKEMA and LEVY DYKEMA is not responsible for misinterpretation of the intent of the design, unauthorized modifications, and misuse of the Contract Documents or other work product.
- LEVY DYKEMA will maintain its current types and levels insurance coverage. Any change in coverage required by Client which increases the cost of insurance shall be paid by Client in advance and LEVY DYKEMA shall not be obligated to effect such change or renew any policy related to same unless and until it receives payment by Client in full in advance.
- The parties acknowledge that federal, state, and local laws, regulations, and rules, and program criteria will be subject to various and possibly contradictory interpretations. While LEVY DYKEMA will use reasonable professional efforts to interpret applicable requirements, it does not warrant or guarantee that Client's Project will comply with interpretations of all regulatory and other requirements as applied.
- LEVY DYKEMA's work product remains its sole property, and in exchange for full payment of Fees and reimbursable expenses provided under this Agreement, is licensed to Client only for the original construction of the Project and for no other purpose. Separate use and/or derivative use of the work product requires a separate contractual arrangement and is not included in the Fee.
- LEVY DYKEMA is entitled to capture and use images of the Project in its promotional and marketing materials and other publications which do not reveal the confidential information of Client or others and shall be given professional credit by Client upon request by LEVY DYKEMA.
- Either party may terminate this Agreement for convenience and Client shall pay LEVY DYKEMA all Fees and Reimbursable Expenses incurred up to the date of termination

F.3 Without otherwise limiting other exclusions from the Services, the following are expressly excluded:

- Responsibility for: detection, remediation, accidental release, or other service relating to hazardous materials, waste or other environmental contaminants; or for any health and safety conditions
- Geotechnical services, soil and other subsurface investigations or conditions
- Materials testing
- Construction, construction supervision or control, or construction inspection

General Terms

Client Initials:

LEVY DYKEMA Initials:

1. The Agreement

The Proposal for Design Services (the Proposal) is expressly contingent upon and incorporates these Terms and Conditions, which together constitute the full and complete agreement between the parties for the Project (this Agreement). Levy Architects, PLLC, and LEVY DYKEMA, PLLC both DBA LEVY DYKEMA, as an independent contractor, shall perform the services outlined in the Proposal and additional services to which it agrees in writing (the Services), for the stated Fee arrangement, for the sole benefit of Client and for no other party.

2. Commencement of Services

LEVY DYKEMA is not obligated to commence the Services and may suspend Services previously commenced on instructions to proceed, until this Agreement has been signed by Client in the form presented, except where otherwise agreed by LEVY DYKEMA in writing, and any required retainer has been paid. If this Agreement is not executed and retainer paid within sixty (60) days from the date of the Proposal or amendment thereto issued by LEVY DYKEMA, it shall expire, any Services performed shall have been pursuant to the original version of this Agreement, and any fee quoted shall be subject to change thereafter unless LEVY DYKEMA extends the time in writing, all at LEVY DYKEMA's sole discretion. LEVY DYKEMA's stated rates are subject to change.

3. Client's Responsibilities, without limitation

a. Client represents that it is financially solvent, able to pay its debts when due, and possesses sufficient working capital to meet its obligations under this Agreement. Client is solely responsible for securing all insurance, financial, legal, and other professional services, paying all fees and taxes, and securing all permits and permissions required for the Project and to protect Client's interests. Client expressly agrees that it shall not sell, transfer, or otherwise effect a change in ownership of the real property for which the Services are being performed to any other person or entity without giving LEVY DYKEMA thirty (30) days written notice of its intention

to do so, so that LEVY DYKEMA may secure its lien and other rights as necessary prior to any such transfer. Client shall notify LEVY DYKEMA in writing fourteen (14) business days prior to any changes to the existence of, or ownership of, the Client legal entity entering this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

b. The individual to whom the Proposal is addressed shall be deemed Client's authorized representative unless Client notifies LEVY DYKEMA otherwise in writing. Services made necessary by Client's change in its representative/retention of a third-party owner representative will constitute Additional Services.

c. Client acknowledges that LEVY DYKEMA is entering this Agreement on Client's representation that Client is either: the legal owner of the real property for which the Services will be performed, or the owner's agent, trustee, or receiver; has a valid and enforceable contract for purchase of the real property and will become the sole legal owner at closing (and will keep LEVY DYKEMA advised of the closing date or failure to close); or that Client has an original contract with the legal owner of the property, the owner's agent, trustee, or receiver, and that Client and/or owner agree and understand that LEVY DYKEMA shall have constitutional, statutory, contractual, and equitable lien rights on the property that is the subject of the Project should any payment due LEVY DYKEMA remain unpaid beyond 30 days.

d. Client shall provide a Project Description which summarizes Client's initial requirements, preferences, and priorities, scope, budget, schedule. LEVY DYKEMA is not responsible for failing to satisfy Client requirements not communicated to LEVY DYKEMA prior to the time the Proposal is prepared, or Services are performed at any stage. Client agrees to respond to requests timely and provide such information and authorizations, and retain such consultant and other services, as LEVY DYKEMA deems necessary for the Services or the Project.

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e. Client agrees to cooperate with LEVY DYKEMA to resolve conflicts between requirements of various governing entities having jurisdiction over the Project.

f. Unless otherwise stated, Client will ensure LEVY DYKEMA has safe, legal, and open access to the site for activities necessary to perform the Services. LEVY DYKEMA will take precautions to minimize damage due to these activities but has not included in the fee the cost for any repair or restoration and is not responsible for same.

g. Client shall directly retain the contractor and any subcontractors, provide LEVY DYKEMA copies of their scopes of work, and require they all maintain professional liability insurance as appropriate to the work provided. Client will directly retain all other consultants required by the Project, provide their scopes of services, and require they maintain professional liability insurance as appropriate to the services provided.

h. Client solely is responsible for all matters relating to Project Site environmental conditions, health and safety laws, and other regulations and ordinances, soils testing, other subsurface investigations, the presence and disposal of any waste, oil, asbestos, lead, mold, and other hazardous materials and environmental contaminants, as defined by Federal, State and local laws or regulations (Hazardous Materials), on, in, under or around the Project site, and for the condition of structures located on the Project Site. Regardless of the scope of LEVY DYKEMA's Services, the Services shall not include responsibility for detection, remediation, accidental release, or other service relating to Hazardous Materials or other environmental or health and safety conditions.

i. Client expressly waives any claim it may have against LEVY DYKEMA if it fails to notify LEVY DYKEMA in writing about any problem with the design, fault or defect in the Project, or non-compliance with the Project's contract documents, promptly, but not later than seven (7) business days after becoming aware of same.

j. Upon the completion of the Project, Client is responsible for ongoing and regular maintenance of the Project, including its systems, finishes and equipment.

4. Performance of Services

a. LEVY DYKEMA will perform its Services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license (Standard of Care). The Services are purely professional services, the essence of which is providing advice, judgment, and opinion or similar professional skill, and without any guarantee or warranty, either express or implied. LEVY DYKEMA shall not be liable to Client to the extent that any item or component not included in its Construction Documents or other work product, or the cost or expense related to same, would have been otherwise necessary to the Project, or otherwise adds value or betterment, or upgrades or enhances the Project.

b. Services not expressly included in, or which are excluded from, the Agreement, are, "Additional Services," to which both Client and LEVY DYKEMA must agree in advance in writing, and for which LEVY DYKEMA shall be entitled to additional time and compensation at LEVY DYKEMA's then current hourly rates.

c. LEVY DYKEMA shall perform the Services as expeditiously as is consistent with the Standard of Care and shall not be liable for damages of any kind for delay, including but not limited to those resulting from: market changes, material or labor costs; strikes or other labor disputes; severe and unusual weather of the Project location or other natural disasters or acts of God, fires, riots, war, government action or inaction, or other emergencies; failure of any government agency to act in a timely manner; matters of health and safety; epidemic or pandemic; failure of performance by Client, its contractors, or consultants; termination or suspension allowed by this Agreement; discovery of any hazardous substances; discovery of unknown or differing site conditions; or for any other condition or circumstance outside of LEVY DYKEMA's control.

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LEVY DYKEMA Initials:

5. Construction Administration Services

a. When included in the scope of Services, construction observation and administration will be done, to the extent set forth in the Proposal, so that LEVY DYKEMA can become generally familiar with, and keep Client generally informed about, the progress of the construction falling under the Scope of Services and determine generally whether the construction is being performed in a manner indicating that the Project, when fully completed, will be in accordance with Construction Documents within LEVY DYKEMA's Services. Regardless of its Scope of Services, LEVY DYKEMA: (i) shall not supervise, direct, or have control over or responsibility for the performance, acts or omissions, safety precautions, or activities, of any contractor, subcontractor, or any other person or entity performing work or providing services or materials for the Project; (ii) shall not make continuous or exhaustive inspections of the quality or quantity of the work performed by the contractor, as would a third-party inspection service; and (c) assumes no responsibility for actually locating defects, errors, or omissions in construction, or deviations from the Construction Documents, which it does not observe in its periodic visits.

b. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES. It is understood and agreed that if LEVY DYKEMA's Scope of Services under this Agreement does not continue through the completion of the Project for any reason and/or does not include Project construction observation or any other construction phase services, such services will be provided by Client. In that event, Client assumes all responsibility for completion and/or interpretation of the Construction Documents, and for construction observation and administration, and waives, releases and agrees to defend and indemnify LEVY DYKEMA and its consultants, to the fullest extent permitted by law, from any claims or causes of action of any nature, without exception, which may arise out of or that, in any way, may be connected to the completion of design Services, any construction phase services, or the modification, clarification, interpretation, adjustment, or changes to the Construction Documents by Client or those to whom Client delegates any such responsibilities.

6. Cost of Construction and Client's Budget

Client solely is responsible for the cost of construction, which includes, but is not limited to, labor, materials, equipment, fees, permits, licenses, contingencies for changes in work, contractor fees, cost of the land, land ownership and use, and expenses and other costs related to the construction. Evaluations of Client's budget, preliminary estimate of Project cost, and detailed estimate of Project cost, if any, prepared by or approved by LEVY DYKEMA, represent its professional judgment only. Client agrees LEVY DYKEMA is not a professional cost estimator and has no control over market conditions, the cost of goods or labor, contractor pricing decisions, and the ultimate cost of Client's Project, and Client understands that the cost may exceed Client's budget. Changes in design of Client's Project necessary to adjust the cost of the Project will be performed by LEVY DYKEMA as Additional Services and invoiced as same.

7. Certifications

LEVY DYKEMA shall not be required to sign any documents, no matter by whom requested, that would result in LEVY DYKEMA having to certify, guarantee or warrant the existence of conditions whose existence it cannot independently ascertain with certainty, or which it believes would expose it to additional risk, liability, or expense. Client also agrees that resolution of any dispute with LEVY DYKEMA and/or payment of any amount due to LEVY DYKEMA shall not be contingent upon LEVY DYKEMA's signing any such document. LEVY DYKEMA shall sign such documents only on the condition that: a. Client has paid all invoices then due, in full; b. LEVY DYKEMA has been provided a minimum of ten (10) business days to review said certification and Client agrees to reimburse LEVY DYKEMA for all costs and fees incurred by LEVY DYKEMA (including attorney's fees) in reviewing associated documents; and c. LEVY DYKEMA is permitted to limit its certification to a statement confirming that, to the best of its knowledge, information and belief, all certifications made on the IOS (defined below), if any, remain true and correct.

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LEVY DYKEMA Initials:

8. Interpretation of Laws and Accessibility Requirements

a. Client acknowledges it is Client's responsibility to comply with accessibility laws and regulations, to consult with accessibility consultants and legal or financial counsel to determine whether any local, state, or federal accessibility laws apply to Client's Project, to provide that information to LEVY DYKEMA, and to obtain an inspection upon completion of the Project.

b. Unless specifically provided for elsewhere in the Agreement, LEVY DYKEMA makes no warranties, representations or guarantees that the Project will achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in the Agreement, LEVY DYKEMA makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

9. Ownership of Documents

a. To comply with its professional responsibilities, maintain the integrity of the Services that LEVY DYKEMA provides to Client and to its other clients, and to avoid exposing LEVY DYKEMA to unforeseen liability from unauthorized use of its work product, documents produced by LEVY DYKEMA under this Agreement (i.e., sketches, drawings, graphic representations, computer-generated design, plans, specifications, models, design details, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by LEVY DYKEMA) are the "Instruments of Service," or "IOS," of LEVY DYKEMA. The IOS are the property of LEVY DYKEMA, who maintains all common law, statutory, and other ownership rights, including any copyright, and are intended only for use in the original construction of the Project made the subject of this Agreement. LEVY DYKEMA shall be entitled to royalties on any invention, new product, or exploitation of any images arising out of the Services and/or the IOS.

b. LEVY DYKEMA grants a limited, non-exclusive license to Client to use said documents for the purposes originally intended under this Agreement, which license is expressly conditioned upon Client's full payment to LEVY DYKEMA of all amounts due. Reports prepared as part of the Services herein shall be for the exclusive use and reliance by only Client and those persons who are specifically identified in the Agreement and shall not be conveyed to third parties without both the prior written authorization of LEVY DYKEMA and notice to said third parties that they may not use or rely upon same. Documents not signed and sealed by LEVY DYKEMA are not suitable for construction. Client agrees the IOS are created based on the unique needs and condition of the Project at the time created, are not suitable for any other use, and may not accurately reflect subsequent changes in governing statutes and codes or future conditions of the Project, and thus may not be appropriate for use in renovation of the Project without modification by an appropriately licensed design professional to comply with the requirements of the applicable governing jurisdiction. If this Agreement is terminated, the license granted under this section will be revoked. At LEVY DYKEMA's discretion, and upon Client's engagement of a separate, replacement architect who agrees to assume responsibility for the Project's architectural services, the license may be extended upon execution of LEVY DYKEMA's standard Licensing Agreement with a release of liability and payment of an additional licensing fee as compensation for Client's continued use solely for purposes of completing, using, and maintaining the Project, in an amount equal to 20% of LEVY DYKEMA's original Fee.

c. Documents provided in electronic media are not intended or suitable for construction but are provided as a convenience in understanding the Project. LEVY DYKEMA disclaims the accuracy of any IOS once transmitted to Client in editable format. LEVY DYKEMA makes no representation or warranty regarding the accuracy, completeness, integrity, compatibility, or readability of information contained in electronic media files, and does not transfer any rights to the electronic media format on which the electronic files exist.

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d. Any distribution, modification or reuse of the IOS without the written authorization, verification, and adaptation by LEVY DYKEMA (for which Client shall pay LEVY DYKEMA compensation at its then current rates), including without limitation completion of the Project after termination of this Agreement, for other projects, or future modifications to the Project, is at the sole risk of Client or other user, does not transfer license or ownership rights in the IOS to any other party, and **TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT WAIVES ALL CLAIMS, RELEASES, AND SHALL INDEMNIFY AND DEFEND LEVY DYKEMA, ITS RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUBCONSULTANTS ("THE LEVY DYKEMA PARTIES") FROM ALL CLAIMS, LIABILITY OR DAMAGES ARISING OUT OF MISUSE, REUSE, OR MODIFICATION OF THE IOS WITHOUT LEVY DYKEMA'S WRITTEN AUTHORIZATION, VERIFICATION, AND ADAPTATION.**

10. Promotional Materials

Within one year following completion of the Project, LEVY DYKEMA shall be given reasonable access to the Project in order to photograph the Project and is entitled to use images of the Project in its promotional and marketing materials and other publications which do not reveal the confidential information of Client or others. Client shall, where required by LEVY DYKEMA, give LEVY DYKEMA credit as architect in any publicity relating to the Project. With Client approval, LEVY DYKEMA may install a sign recognizing its participation in the Project from commencement of the Services through the end of construction.

11. Consequential Damages and Waiver of Subrogation

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party shall be liable to the other for any punitive, incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to the Agreement, including, without limitation, lost use, profit, business or opportunity, income, reputation, and

any other consequential damages that either party may have incurred from any cause of action, including, without limitation, negligence, strict liability, breach of contract and breach of express or implied warranty, even if the potential for such damages was known in advance. To the fullest extent permitted by law, the parties mutually waive any right of subrogation against each other to the extent any claim is covered by any insurance applicable to the Project or the site upon which the Project is located, and will require the same of their respective contractors, subcontractors, consultants, subconsultants, construction managers, representatives, agents, employees, officers, directors, suppliers, and assigns in favor of Client and LEVY DYKEMA, and each other. The waiver of subrogation will not apply to any person or entity against whom a subrogation claim may be made who did not agree in its written agreement to waive subrogation against the party making the claim.

12. Limitation of Liability to Lesser of Fees Paid or Available Insurance

In recognition of the relative risks and benefits of the Project to both Client and LEVY DYKEMA, and given that execution of the IOS prepared by LEVY DYKEMA for the Project will be done by others outside off LEVY DYKEMA's control, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that the liability of the LEVY DYKEMA PARTIES to Client for any and all claims, losses, costs, and damages of any nature whatsoever without exception or claim expenses from any cause or causes, shall not exceed the lesser of the total fee paid by Client to LEVY DYKEMA for Services rendered under the Agreement for this Project or the available insurance proceeds covering the claim at the time of adjudication. Such claims and causes include, but are not limited to, LEVY DYKEMA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Further, the Parties agree that each component of the Services is important to the whole and that if circumstances are such that LEVY DYKEMA is not going to complete all Services anticipated due to suspension or termination, or LEVY

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Client Initials:

LEVY DYKEMA Initials:

DYKEMA is retained only to perform Services for some but not all of the standard architectural design scope of services, for example, only Construction Documents without construction administration, this may significantly increase the risk of loss resulting from such things as misinterpretation of the intent of the design, unauthorized modifications, and misuse of the IOS, for which LEVY DYKEMA is not liable. Notwithstanding anything in this Agreement to the contrary, Client agrees that as its sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against LEVY DYKEMA, a Texas professional limited liability company, and not against any of its owners, officers, directors, members, managers, principals, employees, agents, or representatives, who shall have no personal liability to Client

13. Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS THE LEVY DYKEMA PARTIES FROM AND AGAINST ALL DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH A CLAIM BY A THIRD PARTY AGAINST A LEVY DYKEMA PARTY RELATED TO THIS AGREEMENT OR THE PROJECT, CAUSED BY CLIENT, ITS REPRESENTATIVES, AND/OR ALL THOSE FOR WHOM IT MAY BE LIABLE ("CLIENT PARTY"), EXCEPTING ONLY THOSE DAMAGES, LIABILITIES OR COSTS ATTRIBUTABLE TO THE ACT OR OMISSION OF A LEVY DYKEMA PARTY. Client shall not enter a consent judgment, award, or settlement agreement for other than the payment of money by a Client without the applicable LEVY DYKEMA Party's written consent.

14. Termination or Suspension of Services

a. Unless earlier terminated, this Agreement expires upon the completion of LEVY DYKEMA's Services. This Agreement may be terminated upon written notice by either party for convenience, or for cause, should the other fail to perform its obligations hereunder and fail to cure said breach within ten (10)

days of receiving written notice of the breach from the non-breaching party. In addition, LEVY DYKEMA may terminate this Agreement immediately for cause without the opportunity for Client to cure based on: Client's bankruptcy or potential financial insolvency; Client's change in ownership, of any nature, or the sale, transfer, or other disposition of the Project or Project site/real property on which the Project is located to another; conduct by Client which may be illegal or contrary to law, mandate, or other legal order, or which LEVY DYKEMA deems unprofessional toward its staff or others; and/or Client's failure to execute this Agreement or deliver any required retainer. In the event of any termination, Client shall pay LEVY DYKEMA for all Services rendered to the date of termination, and all Reimbursable Expenses and any justifiable reimbursable termination expenses, such as any non-refundable consultant retainers, governmental fees, etc., and continued license to use the IOS is conditioned on such payment plus any required licensing fee.

b. Client may suspend the performance of any or all Services, upon written notice to LEVY DYKEMA, specifying the Service(s) to be suspended. Without liability to Client, LEVY DYKEMA may suspend performance of the Services and its obligations under this Agreement on the same grounds, with the same associated notice obligation, for which it may terminate for cause. If the Project is suspended for one hundred eighty (180) days or more, LEVY DYKEMA shall be entitled to treat this Agreement as being terminated with immediate effect. LEVY DYKEMA shall not be obligated to restart its Services until it is paid for all Services rendered and Reimbursable Expenses and other associated expenses incurred prior to the effective date of suspension. LEVY DYKEMA shall be entitled to an increase in the time for performance in accordance with its other commitments at that time, and additional compensation as appropriate given the nature of the suspension.

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LEVY DYKEMA Initials:

c. The right to suspend or terminate this Agreement shall not prejudice any other right or remedy of either party which had accrued as of the date of suspension or termination. Any right or obligation that by its nature should survive the expiration or termination of this Agreement does survive.

15. Assignment

Assignment of this Agreement requires the written consent of both parties and Client shall remain liable for Fees, Reimbursable Expenses and other amounts incurred prior to the authorized date of assignment. If Client assigns this Agreement to any successor owner of the Project, or the Project is leased, transferred, or otherwise disposed of in whole or in part to another person or entity, the successor in interest must be given prior written notice by Client of LEVY DYKEMA's absolute right to terminate this Agreement. Assignment or other transfer not in accordance with this section is void and without effect. ***In the event of breach of this clause, Client shall fully indemnify LEVY DYKEMA against all claim(s) by any persons arising from or relating in any way to the assignment, this Agreement, and LEVY DYKEMA's work on the Project, whether such claim is in tort or otherwise.***

16. Dispute Resolution

Any claims or disputes that arise between Client and LEVY DYKEMA first shall be submitted to non-binding mediation before any other form of dispute resolution, and any other process started prior to the parties' participation in mediation shall be stayed pending the parties' participation in mediation. Client and LEVY DYKEMA agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Notwithstanding, LEVY DYKEMA may proceed with such filings and other actions as are required to secure its right to payment prior to participation in mediation. The statute of limitations for any claim stemming from this Agreement, the Project, the real property on which

the Project is located, or the Services shall be two years from the date the associated cause of action accrues.

17. Condominium Terms

LEVY DYKEMA has based its fee and evaluated its risk based on one contract with a single Client. If this Project is intended as or later converted to a condominium use, the parties recognize that Client receives financial rewards as developer while LEVY DYKEMA increases its potential risk of liability to multiple, unknown future owners, which risk cannot reasonably be incorporated into LEVY DYKEMA's fee. Therefore, in recognition of the nature and risk disparity of condominium projects and in exchange for specific and adequate consideration, the parties agree as follows for the Project as a condominium:

a. Client shall confirm that the contractor and subcontractors selected have demonstrated experience in the construction of condominium projects, have established quality control programs, and have commercial general liability insurance coverage which does not contain exclusions for residential construction, condominiums, specific finishes, or mold-related claims.

b. Client understands the necessity of and shall engage a building envelope/waterproofing consultant for design and construction observation on the Project.

c. Client shall require each prospective unit owner to inspect its unit for defects prior to purchase and Client will correct any such defects and have the unit owner sign a certificate of acceptance or such other document evidencing this.

d. If Client becomes aware of any issue, defect, error, or omission that may give rise to a potential claim or dispute by Client, the condominium's Property Owner's Association ("POA"), or a unit owner (person/entity holding legal title to a unit), Client will provide LEVY DYKEMA with prompt written notice of the potential for such claim or dispute of not less than 48 hours.

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e. To the maximum extent allowed by the law, Client will include the following provisions in the Condominium Declaration and Condominium Bylaws and the Purchase Agreement (contract for sale of any unit, including any ownership interest in the common elements of any type) for each unit, and take steps necessary to ensure that the Condominium Declaration and Bylaws make such provisions unalterable:

- (i) A provision that inspection, maintenance (including but not limited to maintenance of grading and drainage as designed), alternations to original design or as-constructed conditions, normal repair, and budgeting therefor, are the exclusive obligation of Client and subsequent POA and unit owners; requiring the POA establish a budget for maintenance; and providing that any design professionals on the Project shall have no financial or other responsibility for the inspection, maintenance, subsequent modification to, and normal repair of any portion of the Project, or for damages incurred for failure of same;
- (ii) A provision that a POA shall not be entitled to institute any legal action on behalf of any or all of the unit owners which is based on any damage allegedly sustained by any unit owner, but that all such claims shall be instituted only by the unit owner owning such unit or served by such common elements who allegedly sustain damage. In addition, a provision stating that, to the extent that a POA does have standing to bring any action, the POA must obtain approval of more than two thirds (2/3) of all unit owners prior to initiating legal action against any Project contractor or design professional;
- (iii) A provision requiring that before the unit owners or the POA take any action or make any claim related to an alleged defect discovered in the design or construction of the Project or any of the units or common elements: (a) the POA will be notified of

the claim, if discovered by a Unit Owner; (b) the POA or applicable Unit Owner will be required to obtain an inspection and a written independent third-party report from an appropriately licensed professional engineer or architect that: (1) identifies the unit or common elements subject to the claim; (2) describes the present physical condition of the unit or common elements, cause of same, and basis for such conclusion as to cause; and (3) describes any necessary modifications, maintenance, or repairs to the unit or common elements; (c) the POA or applicable unit owner must provide any Project contractor or design professional at least 10 days' advance written notice of the engineer's or architect's inspection and an opportunity to attend; and (d) the POA or Unit Owner will notify any Project contractor or design professional in writing of the claim, including provision of the engineer's or architect's report, and provide any Project contractor or design professional no less than ninety days to commence actions to investigate and, if appropriate, cure such defect.

- (iv) A requirement that any dispute involving one or more unit owner, the POA, and any Project contractor or design professional will be subject to mandatory mediation, which if unsuccessful, will be followed by mandatory arbitration in accordance with the American Arbitration Association's Construction Industry Arbitration Rules, current at the time of initiating arbitration;
- (v) A provision that the liability, if any, of any design professional involved with the Project, for all causes of action of any nature, without exception, is limited to the lesser of the amount actually paid to the design professional for its Services on the Project or the design professional's available insurance limits at the time any claim is adjudicated.

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f. If Client fails to satisfy any obligation required of it for condominium projects provided herein, to the fullest extent allowed by law, Client shall indemnify, defend and hold harmless the LEVY DYKEMA Parties from and against any claim, suit, demand, liability, damage, loss or expense (including attorney's fees and costs of defense) that arise from any class action lawsuit or lawsuit by any two or more unit owners, by the condominium POA or its board of directors or equivalent managing body, or by any association representing the interests of the individual owners, related to the design or construction of this Project.

AND CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LEVY DYKEMA PARTIES FROM LIABILITY FOR SAME.

c. Client shall ensure: that the Project Schedule provides LEVY DYKEMA adequate time to perform its Services in coordination with other consultants on the Project; that LEVY DYKEMA is entitled to rely on the accuracy of the information provided by Client and others; and that LEVY DYKEMA is not liable for the work of or delay caused by Client, Design-Builder, Contractor, Subcontractors, other consultants, or any other party to the design-build team, or for any contractor's failure to perform its work in accordance with the contract documents or for commencement of construction before contract documents are complete.

d. Client will confer with LEVY DYKEMA before issuing interpretations of LEVY DYKEMA's documents and in determining whether construction performed based on LEVY DYKEMA's documents is in general compliance with said documents. If LEVY DYKEMA is retained to provide construction administration responsibilities, its site observation reports generated by LEVY DYKEMA, in any form, will be communicated promptly by Client to all members of the design-build team and to the Project Owner. If LEVY DYKEMA is not retained to provide construction administration, it shall not be liable for misinterpretation or misuse of its Instruments of Service or any error which could have been avoided had it provided such services.

e. Nothing in the Prime Agreement or any downstream agreement shall be construed to transfer ownership of LEVY DYKEMA's Instruments of Service to any party, as LEVY DYKEMA maintains all common law, statutory and other reserved rights, including the copyright. As provided herein, expressly contingent upon full payment of all amounts when due, LEVY DYKEMA grants a limited, non-exclusive license to use the Instruments of Service for purposes of the original construction of the Project only. Any other use and/or derivative use, requires a separate agreement and additional compensation.

18. Design-Build Projects

Client understands and acknowledges that Design-Build projects, which include any project or portion thereof for which the method of delivery consists of design and construction services provided under a single entity, present access, accountability, and timing complications related to LEVY DYKEMA's Services. Therefore, in consideration of this added risk and LEVY DYKEMA's willingness to participate in a design-build method of delivery, Client acknowledges and agrees to the following additional terms with regard to Design-Build projects:

a. LEVY DYKEMA owes a duty only to Client under the Agreement, LEVY DYKEMA's obligations do not flow to others with whom Client has contracted separately, and there are no third-party beneficiaries to this Agreement.

b. In advance of signing an agreement for services related to a design-build project, LEVY DYKEMA will be provided, for review and consideration, the Prime Agreement between Project Owner and Design-Builder for the Project, as well as Client's agreement for the design-build, if Client is not a party to the Prime Agreement. **IF LEVY DYKEMA IS NOT PROVIDED THE PRIME AGREEMENT AND CLIENT'S AGREEMENT FOR THE DESIGN-BUILD (IF NOT THE PRIME AGREEMENT) IN ADVANCE OF LEVY DYKEMA ENTERING INTO AN AGREEMENT FOR THE PROJECT WITH CLIENT, CLIENT AGREES LEVY DYKEMA SHALL NOT BE LIABLE FOR COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED IN SAID AGREEMENTS**

General Terms

Client Initials:

LEVY DYKEMA Initials:

f. INDEMNITY. TO THE FULLEST EXTENT ALLOWED BY LAW, CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LEVY DYKEMA PARTIES FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, ACTUAL DAMAGES, JUDGMENTS, LIENS, AND COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN DEFENSE), TO THE EXTENT SUCH CLAIM CONFLICTS WITH THE TERMS OF THIS AGREEMENT, INCLUDING CLAIMS RELATED TO LEVY DYKEMA'S OWN NEGLIGENT OR INTENTIONAL ACTS, IN WHOLE OR IN PART.

19. Interpretation and Enforcement

This Agreement: (a) may be executed by scanned or electronic signature and in one or more counterparts, each of which shall be deemed to be an original for all purposes; (b) is between Client and LEVY DYKEMA only, binds their heirs, successors, and assigns, does not anticipate any third-party beneficiaries, and does not create a contractual relationship with, or any cause of action in favor of, any individual or entity not a party to this Agreement; (c) constitutes the entire agreement of the parties, supersedes all prior understandings, and voids the effectiveness of any oral statements or prior written documents related to this matter; (d) may only be amended or assigned, or terms waived, by written agreement of both parties, which agreement may be refused at the sole discretion of either party; (e) shall become effective only as typed and agreed and without additional interlineation of any kind unless initialed by both parties (any other such interlineation being ineffective); and (f) shall be governed by and construed in accordance with the laws of the State of Texas with venue for any dispute in the county in which the Project is located. Titles and divisions are for organizational purposes only and may not fully describe the information that follows. If any provision of this Agreement is held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision, and this Agreement will remain in effect and will be construed as close

as reasonably possible to preserve the intent of the parties. Neither party shall assign any cause of action it may have against the other party. Except where it expressly agrees to same in writing, LEVY DYKEMA is not bound by any agreement between Client and any other party. Both parties have had the opportunity to consult with an attorney and each party enters this Agreement of its own free will without reliance on any term not stated herein.

20. Notices

Notices shall be in writing and shall be deemed to have been given: a. when received, if delivered in person or by a courier or a courier service; b. on the date of transmission (or the next business day if the date of transmission is not a business day, or the time is after 5 pm central) if sent by facsimile or email followed by mail as described herein; or c. three business days after being deposited in the US mail, certified return receipt or registered postage prepaid. Client's address for notices shall be that address to which the Proposal is addressed, unless Client advises LEVY DYKEMA otherwise in writing.

Signature Page

Client Initials:

LEVY DYKEMA Initials:

By signing this Agreement or giving LEVY DYKEMA instructions to proceed with the Services, Client agrees to be bound by this Agreement, including the Proposal and the Terms and Conditions.

For The Project

Project Name Burnet County - Briggs Community Center

Project Address 185 Loop 308, Briggs, Texas 78608

Agreement is made on 08/22/2025 between:

The Client

Name Commissioner Damon Beierle

Company Name Burnet County

Address 220 S. Pierce Street, Burnet, TX 78611

Contact Number 512-715-2611

Signature _____

Title _____

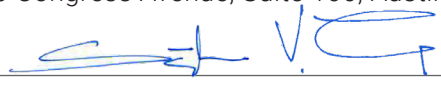
And LEVY DYKEMA

Name Stephen V. Levy, President

Company Name LEVY DYKEMA

Address 620 Congress Avenue, Suite 100, Austin, TX 78701

Business Number 512-342-9177

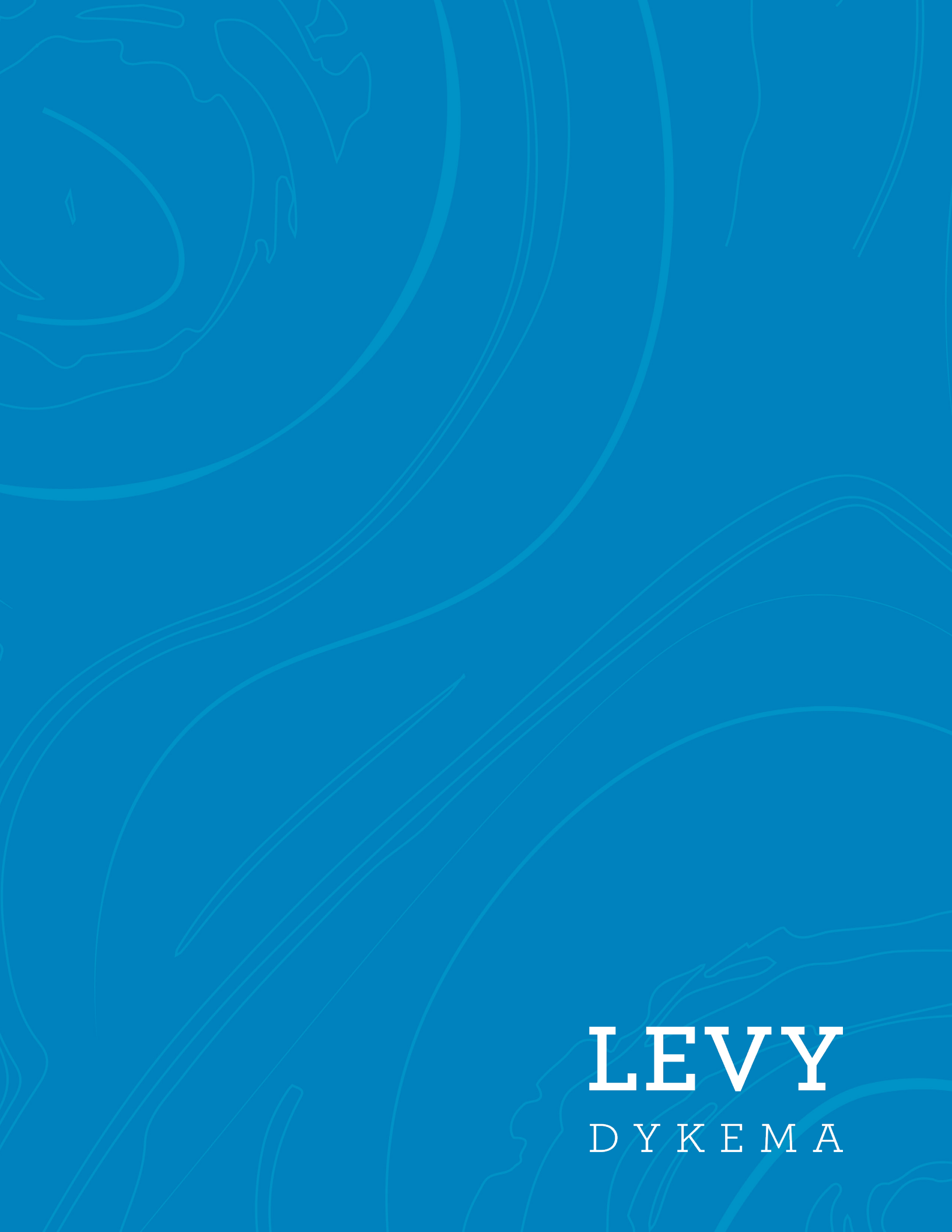
Signature  _____

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas: P.O. Box 12337, Austin, Texas 78711-2337, or 505 East Huntland Dr., Ste. 350, Austin, Texas 78752, telephone (512) 305-9000.

Please indicate the form in which you wish to receive invoices and statements by checking one of the boxes below.

☐ Email invoices and statements _____

☐ Email and Mail invoices and statements _____

The background is a solid blue color with white, thin, wavy contour lines that resemble topographical map lines or fluid motion patterns. These lines are more densely packed in the upper left and lower right areas, creating a sense of depth and movement.

LEVY
DYKEMA

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

13.

Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action regarding the following for the County Court at Law's Official Court Reporter's FY24 compensation to be in compliance with the Texas Government Code 252.0929(j). Payment of back pay of 2,080 hours at the difference to actual payment of salary \$84,572.80 (\$40.66 per hour) and corrected amount of salary \$97,136.00 (\$46.70 per hour) equals \$12,563.20. (Wilson)

Attachments

McGrew Backpay Request FY2024

August 21, 2025

Burnet County
Shirley Bullard
Director of Human Resources

Re: Debra McGrew fiscal year 2024 Salary

Dear Mrs. Bullard,

As you are aware, I am the Official Court Reporter for the Burnet County Court at Law. Please accept this letter as a formal request to adjust my fiscal year 2024 salary to comply with Texas Government Code §25.0292(j). This statute provides as follows:

"The official court reporter of a county court at law is a sworn officer of the court who holds office at the pleasure of the court. The official court reporter of a county court at law is entitled to receive compensation in an amount that is at least equal to the compensation received by the lowest-paid official court reporter in the district court in the county. The compensation shall be paid in the same manner as compensation for a district court reporter is paid."

For fiscal year 2024, I was paid based upon an annual salary of \$84,572.80. The lowest paid official court reporter in the District Court in Burnet County was paid an annual salary of \$97,136.00 for fiscal year 2024. As such, my fiscal year 2024 salary was deficient and not in compliance with the above referenced statute. Therefore, I request that my 2024 salary be adjusted in the amount of \$12,563.20 to reflect the shortage between the statutory pay and my actual fiscal year 2024 salary.

Thank you for your time and I remain at your disposal should you have any questions.

Kind Regards,

A handwritten signature in black ink that reads "Debra McGrew". The signature is written in a cursive, flowing style.

Debra McGrew

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

14.

Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action for authorization of payment to Josh Walenta for reimbursement of reasonable cost incurred for the bulldozer work rendered to restore public access to Cow Creek due to the flooding during the declared disaster on or about July 5th and 6th, 2025. (Collier)

Attachments

Emergency Work Invoice

Burnet Co 28901
 1000 CR 336
 Burnet Co 28901

10A01C6

668779

Invoice

SOLD TO Burnet County Pct. 3 Cow Creek		SHIPPED TO Josh Wakuta ADDRESS 1000 CR 336 CITY STATE, ZIP Burnet TX 78605		VIA
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE 7-30-25

Emergency Work
 Running dozer in
 cow creek Fixing low
 water crossing with
 Pct. 3. Moving debris
 and reshaping roads
 so the public could travel
 to and from there homes
 that live along cow creek.
 18 hrs total at 200.00
 Diesel. July 5+6 2025
 Picked Equipment up on
 July 7 2025.

3600 00
 400 88

TTL.

4000 88

01-11

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

15.

Meeting Date: 09/02/2025

Subject

Discuss, consider, and take appropriate action regarding invoices without PO's. (Wilson)

Attachments

Inv No PO 9.2.25

CUSTOMER #: 1566

191691

**Johnson
Sewell**

INVOICE

JOHNSON SEWELL FORD3301 Highway 281 North
Marble Falls, Texas 78654
Phone: (830) 693-5577

www.johnsonsewell.com

BURNET COUNTY

220 S PIERCE ST

BURNET, TX 78611-3136

HOME: CONT:512-756-5449

BUS: 512-756-8080 CELL:512-756-5449

PAGE 1

SERVICE ADVISOR: 4589 KRISTIN VOSS

COLOR	YEAR	MAKE/MODEL	VIN		LICENSE	MILEAGE IN/ OUT	TAG
WHITE	21	CHEVROLET SILVERADO	3GCPWAEF2MG222721		1372117	55740/55740	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 DD				1	65.00	CASH	05AUG25
R.O. OPENED		READY	OPTIONS: DLR:52H144 ENG:5.3_Liter				
08:50 29JUL25		12:40 05AUG25					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A REPAIR PER ESTIMATE / /

RPE REPAIR PER ESTIMATE

4616 CBB 4.90

1 84588804 FRNT BMPR

1 84219065 LT BMPR BRKT

1 84658017 LT FLLR PNL

1 84624943 LT GUIDE

1 84588810 LT OUTR MLDG

1 23408116 LT HDLMP BRKT

PARTS: 1270.15 LABOR: 318.50 OTHER: 0.00 TOTAL LINE A: 1588.65

B PAINT TO MATCH

PTM PAINT TO MATCH

4341 HERNANDEZ, EDEN LIC#: Y

CBP 2.30

149.50 149.50

PTM PAINT TO MATCH

4344 MENIZ, JOSE LIC#: Y

CBP 2.30

149.50 149.50

MISC PAINT/MATERIALS

CBM

202.40 202.40

SUBL EPC

CBP

11.50 11.50

PARTS: 0.00 LABOR: 299.00 OTHER: 213.90 TOTAL LINE B: 512.90

*****THANK YOU FOR YOUR BUSINESS*****

IF YOU ARE NOT "COMPLETELY SATISFIED" WITH
YOUR AUTO BODY REPAIR OR HAVE QUESTIONS OR
CONCERNS REGARDING YOUR VEHICLE, PLEASE CALL
KEVIN COKENDOLPHER (830) 798-9828THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED BELOW. MY CAR
MAY BE DRIVEN BY YOUR EMPLOYEES FOR ROAD TEST AT MY OWN RISK.TERMS ARE CASH ON DELIVERY. ESTIMATES ARE FOR PARTS & LABOR ONLY.
SHOP SUPPLIES, TAX & MISC. FEES ARE EXTRA.Not responsible for loss or damage to cars or articles left in cars in case of fire, theft, accident, freezing, (HAIL)
or any other cause beyond our control.The owner of the above described vehicle agrees to pay any reasonable attorney's fees and court costs
incurred in the collection of this account, or the perfection of any lien.

Notice Pursuant to §70.001, Texas Property Code

I am the person, or agent acting on behalf of the person, who is obligated to pay for the repair of the motor
vehicle subject to the repair order. I understand that this vehicle is subject to repossession in accordance with
Section 9.609, Texas Business & Commerce Code, if a written order for payment for repairs of the vehicle is
stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has
no account or the account on which it is drawn has been closed.The only warranties applying to this
part(s) are those which may be offered
by the manufacturer. The selling dealer
hereby expressly disclaims all
warranties either express or implied,
including any implied warranties of
merchantability or fitness for a
particular purpose, and neither assumes
nor authorizes any other person to
assume for it any liability in connection
with the sale of this part(s) and/or
service. Buyer shallService Hours
Monday thru Friday 7am - 6pm
Saturday 7am - 1pm

DESCRIPTION	TOTALS
LABOR AMOUNT	617.50
PARTS AMOUNT	1270.15
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	11.50
MISC. CHARGES	202.40
TOTAL CHARGES	2101.55
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	2101.55

SIGNED



Jolene Mock <jolenem@burnetcountytexas.org>

County truck

1 message

Kelly N. Tarla <Kelly.Tarla@ag.tamu.edu>

Fri, Aug 22, 2025 at 10:25 AM

To: Jolene Mock <jolenem@burnetcountytexas.org>

Hi Jolene,

I apologize for not getting a P.O. for the truck invoice. I had this plan to get it done at the end of the budget period. I had a majority of my ducks in a row and just not the P.O. duck.....that one wondered off! 😊

I had spoken to someone right after the accident and we had talked about transferring money at the end of the budget year and I just had that stuck on my mind.....so all of this 100% my fault!

Kelly Tarla

County Extension Agent – ANR

Burnet County

512-756-5463

12211

CONDOR DOCUMENT SERVICES

PO Box 365

Marble Falls, TX 78654

8306377204

CASEY@CONDORDOCS.COM

www.condordocs.com



BILL TO

Melanie Sadler

Burnet County Jail

900 County Ln.

Burnet, TX 78611



INVOICE BCJ8825

DATE 08/08/2025 **TERMS** Net 30

DUE DATE 09/07/2025

ACTIVITY	QTY	RATE	AMOUNT
Scheduled Sales: Scheduled Sales B-350 - XL 95-gal bin	1	65.00	65.00

We sincerely appreciate your business!

TOTAL DUE

\$65.00

Melanie Sadler



CERTIFICATE OF DESTRUCTION

Date: **8/8/25** Certificate refers to invoice no.: **BCJ8825**

Services Provided To: **Burnet County Jail**

Service Location: **Burnet**

CERTIFICATE OF DESTRUCTION

This is to certify that Condor Document Services destroyed all the confidential materials by pierce and tear shredding. All documents were destroyed on-site that were received from the above-mentioned company. All documents were handled and destroyed in compliance with current industry standards as outlined by the National Association for Information Destruction (NAID). Hard drive shredding is not NAID AAA Certified.

Method of Destruction: **On-Site Shredding**

B-350: 1

B-250:

C-100:

Hard Drives:

Additional Boxes/Bins:

A handwritten signature in black ink, appearing to be "Cm", is written over the line for additional boxes/bins.

Condor Representative

Thank you for your business!



This year your company has helped save trees by participating in Condor Document Services recycling program.





Gmail

Helen Cummins <hcummins@burnetcountytexas.org>

Re: Condor Invoice #BCJ8825

1 message

Melanie Sadler <msadler@burnetsheriff.com>

Tue, Aug 19, 2025 at 11:02 PM

To: Helen Cummins <hcummins@burnetcountytexas.org>

Good evening,

I have never gotten a PO number for Condor since we started using them. I thought it fell under contracts since it is a monthly service.

Sincerely,
Melanie

On Tue, Aug 19, 2025 at 4:09 PM Helen Cummins <hcummins@burnetcountytexas.org> wrote:

Hi Melanie,

Purchase orders are required for Condor document shredding. Can you please provide an explanation as to why a purchase order was not requested prior to this service?

Thanks,
Helen

Burnet County Commissioners Court

Jim Luther Jr.

Precinct 1

Damon Beierle

Precinct 2

Bryan Wilson

County Judge

Chad Collier

Precinct 3

Joe Don Dockery

Precinct 4

Regular Session

16.

Meeting Date: 09/02/2025

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: ~~8-22-2025~~ 9-2-25
(Commissioners Court Date)

TO: HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Burnet County Jail- transfer for ammo

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

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM:	Jail	TRAVEL	4250	\$2,000
To:	Jail	TRAINING --AMMO	4270	\$2,000


DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK



THE COUNTY OF BURNET
BURNET, TEXAS 78611

FY 2025

DATE: August 26, 2025
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Judge Bryan Wilson

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

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM:	100	MENTAL EVAL/EXP WIT/JUD SVC	100-4360-4150	\$ (70,000.00)
	100	COURT APPT ATT- CPS (MEDIATION)	100-4360-4180	\$ (90,000.00)
	100	COURT APPT ATT- CPS (CUSTODIAL)	100-4360-4182	\$ (35,000.00)
TO:	100	BUILDINGS	100-4090-5300	\$ 60,000.00
	100	TECHNOLOGY EQUIP	100-5040-5750	\$ 50,000.00
	100	MACH/EQUIP (CAPITALIZED)	100-5040-5760	\$ 85,000.00

REASON: 127 E Jackson HVAC, paint, flooring & IT firewalls & switches


DEPARTMENT HEAD

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

18.

Meeting Date: 09/02/2025

Subject

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

- a. Approval to sign and execute all necessary documents and actions to enter the Regional Public Defender for Capital Cases Interlocal Agreement; and
- b. Approval to sign and execute all necessary documents and actions to enter the lease agreement for the East Texas Mack Buy Back Program for 2026 Mack GR64F Dump Trucks.

Attachments

Public Defenders Interlocal Agreement
Cadence Lease Agreement

**REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES**

Chief Public Defender

Edward Ray Keith

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750



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

Via email: countyjudge@burnetcountytexas.org

RE: FY2026/27 Interlocal Agreement

Honorable Judge Wilson:

The current Interlocal Agreement expires September 30, 2025. Enclosed is the new Interlocal Agreement for the FY2026/27 biennium. The attached Interlocal begins October 1, 2025 and expires September 30, 2026; it will automatically renew on October 1, 2026 and expire September 30, 2027.

The allocations for the new biennium are remaining the same as the previous biennium.

The signed Interlocal is due back to us by September 30, 2025 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

A handwritten signature in dark ink, appearing to be "E. Keith", written over a light blue horizontal line.

Edward Ray Keith, Jr.

Austin
(512)756-4621

Dallas
(972)551-0100

Lubbock
(806)641-8407

Pearland
(979)266-7613

San Angelo
(325)617-5405

San Antonio
(210)886-8789

INTERLOCAL AGREEMENT

This interlocal agreement (the “Agreement”) is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** (“RPDO”), and **BURNET COUNTY, TEXAS** (“Participant”), a political subdivision of the State of Texas, (also, individually, a “Party” or, collectively, the “Parties”). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a “local government” pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Burnet County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I **PROGRAM**

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the “RPDO”), funded in part by the Texas Indigent Defense Commission (“TIDC”) Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county’s costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county’s population; (iii) the number of counties participating in the Program; (iv) a participating county’s population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be \$1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2025 and continue through September 30, 2026. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2027, unless terminated under this Agreement.

- 1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.
- 1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct*; (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel*; (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.
- 1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.
- 1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.
- 1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.
- 1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

- 1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

ARTICLE II

OTHER TERMS AND CONDITIONS

- 2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Bryan Wilson County Judge
Burnet County
220 S. Pierce Street
Burnet, Texas 78611
E-Mail: countyjudge@burnetcountytexas.org

- 2.02 **Governmental Function/No Waiver of Immunity.** The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.
- 2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.04 **Employee Status.** RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

- 2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.
- 2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
- 2.12 **Withdrawal by Party.**
- (a) **Voluntary Withdrawal.** Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.
- (b) **Involuntary Withdrawal.** Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of \$250.00 per hour for the first chair attorney, \$200.00 per hour for the second chair attorney, \$125.00 per hour for the mitigation specialist and \$100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

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

REGIONAL PUBLIC DEFENDER
OFFICE LOCAL GOVERNMENT
CORPORATION

COUNTY OF BURNET

Board Chairman

Honorable Bryan Wilson
County Judge

ATTEST:

ATTEST:

Board Secretary

County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

REVIEWED FOR FORM:

Slater C. Elza
Underwood Law Firm
General Counsel

County	FY26	FY27
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

**APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE**

Date: _____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____;

Cause No. (if available) and/or Warrant No.: _____;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

Honorable Judge
(Printed Name): _____

_____ District Court
_____ County, Texas

Received by the RPDO on _____ (Date) by _____ (Name)



August 19, 2025

Burnet County, Texas

220 S Pierce Street

Burnet, TX 78611

Re: Master Lease No. 107953, Schedule No. 70950-006

Four (4) 2026 Mack GR64F Tractor/Trucks with OX Dump Bodies

Please Find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance

Julie Crabtree

1222 Rogers Ave

Fort Smith, AR 72901

*Please be sure to enclose the original Counsel's Opinion Letter along with our original signed documents.

*Please note that Cadence Equipment Finance must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give Jonathan King a call at 228-223-4642.

Sincerely,

Julie Crabtree

Sales Support

Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

Document

Instructions

Special Stipulations

Sign and Date

Exhibit A

Legal Counsel's Opinion

Should be typed on counsel's letterhead

Exhibit B

Should be the date the Delivery Order is signed

Delivery Order

1st line - Date

Exhibit C

2nd line - Date of Contract

C. Insert Buyer's fiscal year

E. Insert description of Equipment (if blank)

F. Insert location(s) of Equipment

Page 2 - Sign and Date

Equipment Acceptance Certificate

4th line - Delivery Order Date

Exhibit D

7th line - Date this acceptance signed

Sign and Date

Resolution

Section 1. - Name of person authorized to sign

Contract and Delivery Order (review, complete, sign and date)

IRS Form 8038-G (or 8038-GC)

No. 2 - Buyer's Fed. I.D. Number

Tax Exempt Certificate

Section 1. - Name of person authorized to sign

Contract and Delivery Order (review, complete, sign and date)

Essential Use Letter

Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment

Invoice

___ Advance rental x Payments in arrears

Insurance Certificate or Statement

Send proof of Insurance

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,

a division of Cadence Bank

1222 Rogers Ave

Fort Smith, AR 72901

SPECIAL STIPULATIONS

LESSOR: Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

By: _____

Title: _____

Date: _____

LESSEE: Burnet County, Texas
220 S Pierce Street
Burnet, TX 78611

By: _____

Title: _____

Date: _____

--NONE--

EXHIBIT A

**THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S
LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

Re: Equipment Lease - Purchase Agreement dated July 25, 2023 and Lease Schedule No. 06 thereto, dated _____, by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Burnet County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Burnet County, Texas (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 06 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

EXHIBIT B

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

LEASE SCHEDULE NO: 06

Dated as of: _____

To Agreement No: 107953

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of July 25, 2023 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from _____ to _____.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: See Schedule A-1 attached hereto and made a part hereof

EXHIBIT C

F. LOCATION.

220 S Pierce Street, BURNET, TX 78611.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility under the Agreement with respect to a change in designation of the Agreement as a "qualified tax-exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended, will incur a rate of not less than 5.00%.

2. Loss of tax-exempt interest under the Agreement (as described in Section 2(d) of the Agreement) will incur a rate of not less than 5.00%.

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:

Cadence Equipment Finance, a division of
Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

By: _____

Title: _____

LESSEE:

Burnet County, Texas

220 S Pierce Street
Burnet, TX 78611

By: _____

Title: _____

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 5.030%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	08/19/2025	720,160.00	1		
2	Lease Payment	09/19/2026	760,405.00	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Interest	Principal	Balance
Lease	08/19/2025				720,160.00
2025 Totals		0.00	0.00	0.00	
1	09/19/2026	760,405.00	40,245.00	720,160.00	0.00
2026 Totals		760,405.00	40,245.00	720,160.00	
Grand Totals		760,405.00	40,245.00	720,160.00	

SCHEDULE A-1

Burnet County, Texas

Master Lease Number: 107953

Delivery Order Number: 70950-006

One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC4TM052638) with OX Dump Body (S/N: M241511210075410NI)

One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GCXTM052627) with OX Dump Body (S/N: M241511210075410NI)

One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC2TM052640) with OX Dump Body (S/N: M241511210075410NI)

One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC6TM052639) with OX Dump Body (S/N: M241511210075410NI)

EQUIPMENT ACCEPTANCE NOTICE

TO: Cadence Equipment Finance, a division of Cadence Bank

RE: Lease Schedule No. 006 dated _____ to Equipment Lease - Purchase Agreement dated July 25, 2023 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Burnet County, Texas, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

Burnet County, Texas

By: _____

Title: _____

Date: _____

EXHIBIT D

CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS

I, the _____ of Burnet County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of July 25, 2023, (the "Agreement") by and between Lessee and Cadence Equipment Finance, a division of Cadence Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year _____.

4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on _____.

8. In calendar year _____, Lessee had designated \$_____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,
_____.

Burnet County, Texas

By: _____

Title: _____

**THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED
ON THE LESSEE'S LETTERHEAD.**

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

RE: Agreement No. 107953, dated July 25, 2023

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the

_____.
The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include _____
_____ and are deemed to be essential to the efficient operation of the
_____.

Sincerely,

DISBURSEMENT REQUEST

Pursuant to that certain Municipal Lease Contract No. 002-0070950-006 dated effective _____ between Burnet County, Texas and CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: East Texas Mack

Amount to disburse: \$720,160.00

Form of disbursement: Wire

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: _____

Name: _____

Title: _____

Date: _____

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN
EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT
FINANCE, A DIVISION OF CADENCE BANK**

WHEREAS, County Commission, the Governing Body (the "Governing Body") of Burnet County, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Section 7. The Lessee desires to designate the Agreement as a "qualified tax-exempt obligation" of the Lessee, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the _____ day of _____, _____.

(Signature)

ATTEST:

(SEAL)

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the policies enumerated below have been issued to the Named Insured (Lessee).

Burnet County, Texas
220 S Pierce Street
Burnet, TX 78611

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC4TM052638) with OX Dump Body (S/N: M241511210075410NI) , One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GCXTM052627) with OX Dump Body (S/N: M241511210075410NI) , One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC2TM052640) with OX Dump Body (S/N: M241511210075410NI) , One (1) 2026 Mack GR64F Tractor/Truck (VIN: 1M2GR4GC6TM052639) with OX Dump Body (S/N: M241511210075410NI)

Lessee shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of Cadence Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of Cadence Bank and the Lessee.

Policy Number _____
Insurance Company _____
Policy Period Effective Date _____ Expiration Date _____
Amount of Insurance _____ Deductible (if any) 5,000 (MAX) _____

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to:
Cadence Equipment Finance, a division of Cadence Bank
P.O. Box 863329
Plano, TX 75086

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of Cadence Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

(SIGNATURE OF INSURANCE REPRESENTATIVE)

DATE

PHONE

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name Burnet County, Texas		2 Issuer's employer identification number (EIN) 746000454	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 220 S Pierce Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Burnet, TX 78611		7 Date of issue	
8 Name of issue Municipal Lease Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ► Four (4) 2026 Mack GR64F Tractor/Trucks with OX Dump Bodies	18	720,160.00
19a	If bonds are TANs or RANs, check only box 19a		
b	If bonds are BANs, check only box 19b		
20	If bonds are in the form of a lease or installment sale, check box		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 720,160.00	\$ N/A	1 years	5.03%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

19.

Meeting Date: 09/02/2025

Subject

Acknowledgement of Receipt: (Wilson)

a. PEC Letter and Notice of Utility Connections.

Attachments

PEC Utility Notification



August 25, 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

08/17/2025 to 08/23/2025 Run Date 08/25/2025

Liberty Hill

Burnet County

<u>District</u>	<u>County</u>	<u>Physical Address</u>	<u>City</u>	<u>Zip</u>
Liberty Hill	Burnet County	3525 CO RD 120	MARBLE FALLS	78654
Liberty Hill	Burnet County	2040 CR 342C	MARBLE FALLS	78654
Liberty Hill	Burnet County	2221 WHITEWATER DR	BERTRAM	78605
Liberty Hill	Burnet County	615 GREGG DR	SPICEWOOD	78669
Liberty Hill	Burnet County	1104 NAVAJO DR L797-798	BURNET	78611
Liberty Hill	Burnet County	101 SCENIC RIDGE #2	SPICEWOOD	78669