



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 30, 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 and the Burnet County commissioners court rules of decorum, any person may make comment on any item not appearing 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. Discuss, consider, and take appropriate action regarding a burn ban for the unincorporated areas of Burnet County. (Wilson)
5. Discuss, consider, and take appropriate action regarding Burnet County commissioners court regularly scheduled meetings for FY26 in accordance with Local Government Code § 81.005. (Wilson)
6. Discuss, consider, and take appropriate action recognizing the Burnet County Personnel Policies & Employee Handbook. (Wilson)

Attachments

EMPLOYEE HANDBOOK 07.29.2025

7. Discuss, consider, and take appropriate action regarding revising Burnet County Commissioners Court Agenda Item Request Form to 'Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) or countyjudge@burnetcountytexas.org no later than noon on Tuesday prior to the meeting date requested.' as a result of H.B. No. 1522 from the Texas Legislative 89th Regular Session. (Wilson/ Glaeser)

Attachments

Agenda Item Request Form

8. Discuss, consider, and take appropriate action regarding the acceptance of .75 acre property donated by Mr. Ray Bizzell in the Briggs, Texas. Said property lies adjacent to land already owned by Burnet County and commonly referred to as the Briggs Community Center. (Beierle)

Attachments
Donation Deed

9. Discuss, consider, and take appropriate action regarding replacing the transport vehicle that was a total loss for the Jail, and adjusting inmate carrying capacity from 4 seats to 8 seats with the purchase of a Ford Expedition. (Wilson)

Attachments
Sames Expedition
Sames 26 MAX
Mac Haik
Silsbee Expedition 8 seats

10. Discuss, consider, and take appropriate action regarding approval of Burnet County Treasurer's monthly Report - August 2025. (Wilson)

Attachments
Treasurer's Monthly Report - August

11. Discuss, consider, and take appropriate action regarding invoices without PO's or contracts as required in Local Government Code § 113.901. (Wilson)

Attachments
Invoice without a PO 9.30.25 Comm Pct 2
Invoice without a PO 9.30.25 Comm Pct 4

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

13. Discuss, consider, and take appropriate action regarding contracts, agreements or grants to be approved and/or ratified: (Wilson)
- Approval to sign and execute all documents and actions to enter an Agreement between Bertram Chamber of Commerce and Burnet County;
 - Approval to sign and execute all documents and actions to enter an Agreement between Buchanan Dam Chamber of Commerce and Burnet County;
 - Approval to sign and execute all documents and actions to enter an Agreement between Burnet Chamber of Commerce and Burnet County;
 - Approval to sign and execute all documents and actions to enter an Agreement between Kingsland Chamber of Commerce and Burnet County;
 - Approval to sign and execute all documents and actions to enter an Agreement between Marble Falls/ Highland Lakes Area Chamber of Commerce and Burnet County;
 - Approval to sign and execute all documents and actions to enter an Agreement with Reliable Tire for the Household Hazardous Waste Collection Event;
 - Approval to sign and execute all documents and actions to enter a renewal for FY26 Pest Control Services with Circle S Pest Control, Inc;
 - Approval to sign and execute all documents and actions to enter a renewal of the Burnet County Tourism and Marketing FY26 Tourism Marketing Agreement with Victory Media Marketing; and
 - Approval to sign and execute all documents and actions to enter a Memorandum of Understanding Concerning Communication and Coordination Between Burnet Consolidated Independent School District Police Department and Burnet County Sheriff's Office (Wilson/ Boyd).

Attachments

26 BERTRAM CHAMBER OF COMMERCE AGREEMENT
26 BUCHANAN DAM CHAMBER OF COMMERCE
26 BURNET CHAMBER OF COMMERCE
26 KINGSLAND CHAMBER OF COMMERCE AGREEMENT
26 MARBLE FALLS AREA CHAMBER OF COMMERCE AGREEMENT
26 RELIABLE TIRE CONTRACT
Circle S Pest Control Agreement
FY26 Victory Marketing Contract
MOU Between BCISD and BCSO
Exhibit A BCISD facilities
Exhibit B BCISD District Boundaries

14. Acknowledgment of Receipt: (Wilson)
 - a. PEC Utility Service Connections Notification; and
 - b. Letter from Camp Longhorn Indian Springs re: Proposed Rock Crushing Plant on FM 3509.

Attachments

PEC Utility Service Connection Notification
Camp Longhorn Indian Springs Letter

15. Discuss, consider, and take appropriate action regarding the commissioners court modifying regularly scheduled meetings. (Wilson)
16. Calendar Review.
17. 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 24th of September, 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
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

6.

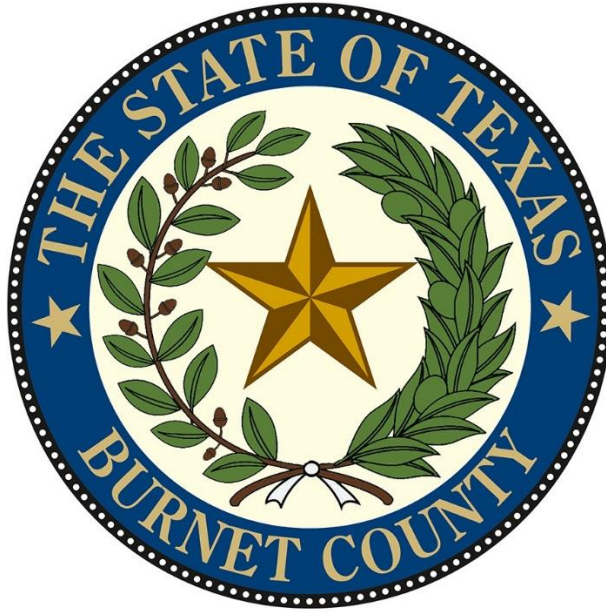
Meeting Date: 09/30/2025

Subject

Discuss, consider, and take appropriate action recognizing the Burnet County Personnel Policies & Employee Handbook. (Wilson)

Attachments

EMPLOYEE HANDBOOK 07.29.2025



BURNET COUNTY
PERSONNEL POLICIES & EMPLOYEE HANDBOOK

Last Amended

07/29/2025

NOTICE TO EMPLOYEES

The contents of the Employee Handbook are not a contract of employment or any covenant of such a contract. Specifically, employment at Burnet County is “at-will” employment. Your employment may be terminated by either yourself or the County, at any time, with or without cause, and with or without notice.

This statement of your employment relationship represents the entire agreement between you and the County of the circumstances under which your employment can be terminated. No one in Burnet County has the authority to make any agreement for employment other than employment “at-will”. This handbook is intended only to provide guidance in understanding Burnet County policies, practices, and benefits. Except for the policy of “at-will” employment, Burnet County retains the right to change this handbook, and to modify or cancel any of its employee benefits when the need for change is recognized. The policies contained in this handbook supersede any and all existing or previously issued policies no longer in effect.

EQUAL OPPORTUNITY EMPLOYER

There shall be no discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based upon race, religion, color, disability, national origin, sex, political affiliation, belief, veteran status or other protected factors. Personnel decisions shall be made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform a specific job.

The current Equal Employment Opportunity Plan is available upon request from the Human Resources Office. If a department has more than 50 employees it must adopt a separate Equal Employment Opportunity Plan.

Burnet County
Personnel Policies & Employee Handbook

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1.00 – INTRODUCTION

1.01 AUTHORITY

This handbook is adopted by the Commissioners' Court of Burnet County. Amended, revised, or new policies must be adopted by said court.

1.02 PURPOSE

This handbook sets forth the primary rules governing employment with the County of Burnet. These policies inform employees of the benefits and obligations of employment. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by employees and supervisors to achieve high quality service.

This handbook is not intended to imply any contract or contractual rights. Burnet County Commissioners' Court reserves the exclusive right to modify these policies at any time without prior employee notification.

1.03 APPLICABILITY OF PERSONNEL POLICIES

The policies in this handbook apply equally to all employees paid through Burnet County's payroll system unless specifically exempted by law.

In cases where federal or state law or regulations supersede local policy, such laws or regulations will substitute for these personnel policies only insofar as necessary to comply.

Departments specifically exempted from the Burnet County Personnel Policy due to federal or state law or regulations include:

CSCD: Adult Probation and Intermediate Sanction Facility (ISF):

Section 76.006 and 76.008 of the Texas Government Code establishes the relationship between the County and the CSCD. Section 76.006 requires that the County provide adequate facilities, utilities and equipment for the CSCD. The 33rd and 424th Judicial District CSCD has a policy and procedures manual which outlines and defines operations of the 33rd and 424th Judicial District CSCD.

Intermediate Sanction Facility is a program operated by the CSCD, and is a division of CSCD. The ISF also has a policies and procedures manual which is a subsection of the CSCD manual, incorporating all of the basic CSCD personnel policies, but which contain some procedures specific to the operation of the ISF.

In the event that any policy of Burnet County is not addressed in the aforementioned federal or state law or regulations, then Burnet County Policies and Procedures shall apply.

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33rd and 424th Judicial District Court:

Pursuant to the constitution and laws of the State of Texas, the Administrative Judge of the District Court is responsible for appointing the county auditor, assistant county auditors and court reporters, and setting their compensation after public hearing authorized by section 152.905, and is further authorized by section 74.101 to establish a court coordinator system and appoint a court coordinator for the courts to improve justice and expedite the processing of cases through the courts. Section 74.104 authorizes judges to determine reasonable compensation for the court coordinators and court administrative personnel, subject to approval of the Commissioners' Court. Upon approval by the Commissioners' Court of the positions and compensation, the county shall provide the necessary funding through the county's budget process. Whereas the 33rd and 424th Judicial District encompasses four counties for whom Burnet County administers the payroll of the Burnet County Auditors, District Court reporters and the District Court's administrative staff, it is appropriate that District Court employees follow Burnet County Policies.

1.04 DISSEMINATION OF PERSONNEL POLICIES

Employees receive a copy of the Personnel Policies (or accept responsibility for accessing the policies online) at the time of employment. Employees are required to sign an acknowledgement and receipt statement which is kept in their personnel file.

An official record copy shall be filed with the County Clerk, the Human Resources Office, and posted on the County's website at www.burnetcountytexas.org.

1.05 COMMUNICATION

Employees are encouraged to make constructive suggestions for improvement in these policies or procedures in writing to the Human Resources Director.

1.06 BACKGROUND CHECK POLICY

Purpose: To ensure a safe and secure work environment and to protect the interests of Burnet County, all new hires are required to pass a statewide criminal background check. Additionally, employees must receive Criminal Justice Information Services (CJIS) General Role Certification before being granted access to the Enterprise Justice Case Management (EJCM) software.

Scope: This policy applies to all new employees of Burnet County, including full-time, part-time, temporary, and seasonal staff. It also specifically applies to all employees who require access to the EJCM software.

Policy:

1. Statewide Criminal Background Check

1.1 Requirement

- All new hires must successfully pass a statewide criminal background check as a condition of employment.

1.2 Process

- The Human Resources (HR) Department will coordinate the background check process
- Candidates will be required to provide necessary information and consent to the background check during the pre-employment process.
- The background check will include, but is not limited to, criminal history, sex offender registry, and any other relevant databases.

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1.3 Criteria

- Employment offers are contingent upon the results of the background check.
- Certain offenses may disqualify a candidate from employment with Burnet County. Disqualifying offenses include, but are not limited to, felony convictions, crimes involving dishonesty or theft, and any offenses related to violence or sexual misconduct involving dishonesty or theft, and any offenses related to violence or sexual misconduct.
- Each case will be evaluated on an individual basis, taking into consideration the nature of the offense, the time elapsed since the offense, and the relevance to the position.

1.4 Confidentiality

- Information obtained through background checks will be kept confidential.

2. CJIS Certification for Employees

2.1 Requirement

- All employees who require access to the Enterprise Justice Case Management (EJSM) software must obtain CJIS General Role certification before being granted access.
- Elected officials will be subject to meeting TLETS Eligibility Requirements to receive and maintain EJCM access. Elected officials must also obtain CJIS General Role certification to receive and maintain EJCM access.

2.2 Certification Process

- The Burnet County Sheriff's Office CSA will facilitate the CJIS certification process for applicable employees.
- Employees must complete required training and pass any necessary examinations to obtain CJIS certification.

2.3 Access Restriction

- No employee will be granted access to the EJCM software without CJIS General Role certification

2.4 Ongoing Compliance

- Employees must maintain CJIS certification through re-certification every two years as required by state and federal regulations.
- Failure to maintain CJIS certification may result in revocation of EJCM access and potential reassignment or termination.

Implementation

- The HR Department and IT Department are responsible for the implementation and enforcement of this policy.
- Department heads and supervisors are responsible for ensuring compliance within their respective departments.

Review and Revision

- This policy will be reviewed annually and revised as necessary to ensure compliance with state and federal regulations and to address any operational needs.

Effective Date

- This policy is effective as of January 28, 2025.

2.00 – EMPLOYEE RESPONSIBILITIES

2.01 GENERAL

The County of Burnet is a public tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are expected to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with the public, with other government employees and elected officials, with their supervisors, and with fellow employees.

Remember, we are here to serve all of the people of Burnet County. Our responsibility is to provide fair, efficient service in a courteous manner, respecting the dignity and privacy of every individual. Often your contact with citizens will be the only basis on which our County government is perceived; therefore, you owe it to both the County and yourself to serve the public to the very best of your ability.

Burnet County's diversity initiatives are nondiscriminatory toward all our co-workers and our citizens, embracing the differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make the people of Burnet County unique.

We believe in treating others the way we would like to be treated.

2.02 TIMELINESS

Employees are to be punctual in maintaining work hours, keeping appointments and meeting schedules for completion of work.

An employee who expects to be absent from work must report the expected absence to his/her supervisor as far in advance of the time to be absent as is practical.

2.03 GIFTS

Employees shall not accept gifts from contractors, vendors, customers or other persons who have business dealings with the county.

2.04 CONFLICT OF INTEREST

An employee may not: (1) solicit or accept or agree to accept a financial benefit, other than from the county, that might reasonably tend to influence his/her performance of duties for the county or that he/she knows or should know is offered with intent to influence employee's performance; (2) accept employment or compensation that might reasonably induce him/her to disclose confidential information acquired in the performance of official duties; (3) accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the county; (4) make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the county; or (5) in exchange for having performed duties as a county employee in favor of that person.

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Personnel Policies & Employee Handbook

2.05 POLITICAL ACTIVITY

Employees of the County of Burnet are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies.

2.06 WORKING HOURS

Full-time county employees have a standard 40-hour work week. Usual working hours are 8:00 am to 5:00 pm Monday through Friday. Offices will maintain the above schedule to the extent possible. Working schedules vary by departments and are determined by the department head. Those employees who work in shifts will have varying hours of work to be set by the elected official over the department.

2.07 OVERTIME WORK

All employees of the county are subject to be called to work at any time by their supervisor of the Commissioners' Court when such action is required to serve the public properly. Exempt employees, as defined under the Fair Labor Standards Act, are expected to render necessary and reasonable overtime services with no additional compensation. In the case of a declared emergency, exempt employees could qualify for overtime compensation.

2.08 WORK BREAKS

The Fair Labor Standards Act requires a reasonable break for nursing mothers to express breast milk during the first year following the birth of a child. Burnet County will provide a paid break up to 30 minutes for nursing mothers. The nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 30 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom, to express breast milk. The location will be determined on a case by case basis. Burnet County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for 1 year following the birth of their child.

All other breaks are determined by each department head and are not required to be given. If your department provides you with a break, they may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers.

2.09 PROOF OF AUTOMOBILE LIABILITY INSURANCE

Every employee who uses a private vehicle for county business must be able to furnish proof of automobile liability insurance.

2.10 DRUG AND ALCOHOL POLICY: DRUG FREE WORKPLACE REQUIREMENTS
PURPOSE

The purpose of this policy shall be to establish a drug and alcohol-free workplace to help ensure a safe and productive work setting for all employees.

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Personnel Policies & Employee Handbook

APPLICABILITY

This policy shall apply to all employees of Burnet County regardless of rank or position and shall include temporary and part-time employees.

The only exception to this policy shall be the possession of controlled substances by law enforcement personnel as part of their law enforcement duties.

POLICY

The following shall be a violation of this policy:

- A. The manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance or drug paraphernalia on County property.
- B. Being under the influence of alcohol or illegal drugs while on County property or while on duty for the County. The use or possession of any kind of alcoholic beverage or illegal drugs while on duty is forbidden and will subject the offender to disciplinary action up to and including dismissal at the discretion of the Department Head.
- C. The use of prescription or over-the-counter drugs, while on County property or while on duty for the County, in a manner other than that intended by the manufacturer or prescribed by a physician. An employee shall notify his/her supervisor while taking any prescription medication that has the potential to affect performance of duties.
- D. Employees are not covered under Worker's Compensation if it is established they were under the influence of alcohol or illegal drugs at the time of injury.

DEFINITIONS

- A. A controlled substance shall include any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended.
- B. County property shall include all County owned, rented, or leased real property such as buildings, land parking lots, etc. and property used by employees such as vehicles, lockers, desks, closets, storage areas, etc.
- C. Drugs shall include any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
- D. Drug paraphernalia shall include equipment, a product, or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise inducing into the human body an illegal drug or controlled substance.
- E. Illegal drug shall include any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any other than a legitimate medical reason, and inhalants used illegally. Included is marijuana or cannabis in all forms.

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- F. Under the influence shall be defined as a state of having a blood alcohol concentration of 0.02 or more or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

TYPES OF DRUG AND ALCOHOL TESTING

- A. Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor will require the employee to submit to a breath test, urinalysis and/or blood test (see Appendix B). The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):
- Abnormally dilated or constricted pupils
 - Glazed stare – redness of eyes (sclera)
 - Flushed face
 - Change of speech (i.e. faster, slower, slurred)
 - Constant sniffing
 - Increased or unexplained absences
 - Redness under the nose
 - Sudden weight loss
 - Needle marks
 - Change in personality (i.e. paranoia, anger)
 - Increased appetite for sweets
 - Forgetfulness – performance altering – poor concentration
 - Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
 - Constant fatigue
 - Hyperactivity
 - Smell of alcohol
 - Difficulty walking or standing
 - Dulled mental process
 - Slowed reaction rate
- B. Post-Accident Testing: All employees directly involved in an on-the-job accident that results in property damage, lost time or bodily injury will be required to be drug and alcohol tested within 3 hours of the accident. Any accident involving damage to county property at any time shall also require a drug and alcohol test within 3 hours of the accident.

REFUSAL TO BE TESTED

Each employee is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of this policy. Refusal to consent to a drug test when requested may result in immediate termination.

Burnet County
Personnel Policies & Employee Handbook

POLICY VIOLATIONS

Any employee who violates this policy shall be subject to disciplinary measures up to and including termination.

PRESCRIPTION DRUGS

Employees taking prescription medications shall be required to notify his/her supervisor of any possible effects the medication might have regarding their job performance and physical/mental capacity.

Any information concerning prescription medications being used by an employee, and any other medical information of which the supervisor becomes aware, shall be treated as confidential information.

Prescription medications used at work are to be kept in their original container

TREATMENT

Employees having problems with drugs or alcohol are encouraged to seek treatment from qualified professionals.

Information on benefits provided for treatment of alcohol and drug problems through the County's medical insurance program is available in the employee's insurance coverage booklet or from the Human Resources Office.

RESERVATION OF RIGHTS

Although adherence to this policy is considered a condition of continued employment, nothing in this policy shall alter an employee's status and shall not be deemed a contract or promise of employment.

2.11 HARASSMENT POLICY

Burnet County is committed to a workplace free of harassment. Harassment is strictly prohibited by Burnet County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the County does business. It shall be the policy of Burnet County to provide a work place free from sexual harassment for all employees and to take active steps to eliminate any sexual harassment of which the County becomes aware. All harassment shall be reported immediately.

A. General Harassment

Harassment includes unlawful, unwelcome words, acts or displays based on race, color, religion, sex (including sexual orientation, transgender status, or pregnancy), national origin, older age (beginning at age 40), disability, or genetic information (including family medical history). Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

B. Sexual Harassment

Sexual harassment shall include, but not be limited to, unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where: (1) the submission to such conduct is either an expressed or implied condition of employment; or (2) the submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (3) the conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

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C. Reporting

Every person that has been harassed as described in this policy has a duty to report the behavior to their elected official, supervisor or other appropriate authority. Witnesses to harassment must report the behavior to the appropriate authority.

Employees who feel they have been sexually harassed should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the employee may report the harassment to the County Judge, the County Attorney or the Human Resources Director.

Employees who feel they have been subjected to harassment should immediately report the situation to the elected official, appointed official or department head who is responsible for the department where the behavior occurred. If, for any reason, the employee feels that reporting the harassment to the official or department head may not be the best course of action, the report should be made to the County Judge or to the County Attorney. Use the following procedures so that your complaint may be resolved quickly and fairly.

1. When practical, confront the harasser and ask them to stop the unwanted behavior.
2. Record the time, place and specifics of each incident, including any witnesses.
3. Report continuing sexual harassment to the elected official or appointed official who is responsible for your department or to the County Judge or the County Attorney.
4. If a thorough investigation reveals that unlawful sexual harassment has occurred, Burnet County will take effective remedial action in accordance with the circumstances, up to and including termination.

D. Investigation

Every reported complaint will be investigated promptly and thoroughly.

All claims of sexual harassment shall be taken seriously and investigated promptly and thoroughly. All claims of sexual harassment will be handled with discretion. While there can be no assurance of full confidentiality, every effort will be made to protect personal information.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

E. Retaliation Prohibited

Retaliation against an employee who reports harassment or sexual harassment or who cooperates as a witness in the investigation is prohibited by law as well as this policy.

Retaliation against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy.

F. Action and Discipline

Employees engaging in harassment and/or sexual harassment shall be subject to discipline, up to and including termination of employment. If an investigation reveals that an elected official has committed harassment or sexual harassment then the investigation report will be submitted to appropriate oversight entities.

G. Training Requirements

All County Employees, Elected Officials, and Appointed Officials shall complete mandatory sexual harassment prevention training once every two years. This requirement applies to all individuals regardless of position or tenure with the County. Newly hired employees, newly elected officials, and appointed officials shall sign acknowledgement of this policy at intake or within 30 days of start date whichever is sooner.

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Employee Name (Please Print): _____

BURNET COUNTY HARASSMENT POLICY

I understand that I am responsible for reading and understanding the issues covered in the attached **Harassment Policy** section of the Employee Handbook/Personnel Policies for the County of Burnet.

Employee Signature

Date

2.12 HIV/AIDS WORKPLACE POLICY

A. POLICY

Burnet County treats AIDS and HIV infection as disabilities in accordance with the policy on Equal Employment Opportunity (EEO) and the requirements of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973. Burnet County does not unlawfully discriminate against employees or applicants living with or affected by HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome).

B. PROCEDURES

1. The County will treat HIV infection and AIDS the same as other illnesses in terms of all of our employee policies and benefits, including health and life insurance, disability benefits and leaves of absence.
2. An employee's health condition is private and confidential. An employee with AIDS or HIV infection is under no obligation to disclose his or her condition to an elected official, department head or any other employee of the County.
3. Employees living with or affected by HIV infection and AIDS will be treated in the same manner as employees with other disabling conditions.
4. Burnet County will respond to the changing health status of employees by making reasonable accommodations.
5. Co-workers who harass, refuse to work with, or who otherwise discriminate against an employee with HIV infection or AIDS will be subject to the same disciplinary procedures that apply to other policy violations.

3.00 – EMPLOYEE COMPENSATION AND ADVANCEMENT

3.01 CATEGORIES OF EMPLOYMENT

There are three categories of employment with the County of Burnet:

Full-time: A full-time employee is employed to hold an authorized position that is regularly scheduled 40 hours per week or an authorized position in law enforcement that is regularly scheduled 84 hours in a 14-day work period in accordance with paragraph 207(k) of the Fair Labor Standards Act.

Part-time: A part-time employee is employed to hold an authorized position that is regularly scheduled for fewer than 40 hours per week.

Temporary: A temporary employee is an employee hired to complete a specific project within a specified period of time. Temporary employees may be full-time or part-time.

Depending on the nature of an employee's job duties, he/she may be exempt from the overtime requirements of the Fair Labor Standards Act. Exempt employees include executives, administrative employees, and professionals. The Fair Labor Standards Act regulations are keyed to actual job duties of the employee, and an employee does not qualify merely because of the job title.

3.02 WORKDAY/WORKWEEK

The workday for Burnet County shall begin at 12:01 am each day and end 24 consecutive hours later.

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act, the workweek for the County shall begin at 12:01 am on each Saturday and end seven (7) consecutive work days later (168 hours). The only exception to this is law enforcement employees who fall under the 207(k) exemption.

Burnet County Commissioners' Court adopted the Fair Labor Standards Act Section 207(l) exemption for the Sheriff's Department Field Deputies and Corrections Officers. The Burnet County Sheriff's Department shall contain one work period for Field Deputies and Corrections Officers. The work period shall consist of 84 hours and run from Saturday at 12:01 am, 14 consecutive calendar days. This establishes for Burnet County Sheriff's Department a 14 day – 84-hour work period.

3.03 PAYDAYS

Pay checks are issued on a 26-week pay period per year system. Any deviation from this pay schedule will be at the sole discretion of Commissioners' Court. Pay checks will not be issued other than on the official pay date. Department heads may pick up their department pay checks Thursday afternoon for disbursement on Friday. No pay advance loans will be made to any employee for any reason.

3.04 CLASSIFICATION AND COMPENSATION PLAN

The county maintains a classification and compensation plan by which each class of positions is assigned to a pay group.

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3.05 PERFORMANCE EVALUATIONS

“Employee Performance Evaluations” will be completed annually each year for each employee by their Department Head or Supervisor, as described in the Burnet County Compensation Plan. Burnet County employees are not eligible for a merit increase without a current year performance evaluation overall rating of “3” or better on a long form record, or overall rating of “Good” on a short form record. The original of the evaluation is to be filed in the employee’s Personnel File in the Human Resources office.

3.06 TIMEKEEPING

Time Sheet:

Time sheets are governmental documents and as such require accurate and truthful information and are subject to Texas Penal Code 37.10. Falsifying a time sheet, a governmental record, is a Class “A” Misdemeanor.

Electronic Time Clock:

All Burnet County employees required to use the electronic time clock shall clock in upon arrival and clock out when leaving. If they are to be away from the office on personal business for more than 15 minutes they must clock out.

- A. Leave such as vacation, sick, and other approved leave shall also be recorded in the timekeeping system by the supervisor or department head.
- B. All non-exempt employees shall use the timekeeping system except in areas where internet access is not available.
- C. Non-exempt employees shall use their web access to “clock in” at the beginning and end of their workday and as necessary, within the workday, as to appropriately record their meal breaks or approved leave time.
- D. In the case of clock malfunction or other technical problems, it may be necessary to correct or enter missing data. These changes shall be documented and manually added to the employee’s timecard as necessary by their supervisor to accurately report the employee’s hours. Any clock or web access malfunctions should be promptly reported to the County Human Resources Office.
- E. Burnet County uses a 7-minute rounding rule. Employees who clock in 7 minutes before or 7 minutes after any quarter hour will be paid on the quarter hour.
 - Employees should not clock in nor begin any work activities earlier than 7 minutes before their scheduled start time, unless the employee has supervisor approval for early arrival.
 - An employee should not clock out nor continue any work activities any later than 7 minutes after their scheduled end time, unless the employee has supervisor approval for working late.
- F. All employees are required to view and sign their timesheets to ensure accuracy of their official recorded time. An employee should report discrepancies to their supervisor immediately. All employees are required to approve their timesheet at the end of each week.
- G. Supervisors or department timekeepers shall approve their employee’s time at the end of each week.

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- H. Departmental timekeepers shall ensure that employees and supervisors have accurately completed timesheets. At the end of each pay period, departmental timekeepers will “Sign Off” on all employee timesheets, therefore releasing the recorded data to Payroll for processing.
- I. During payroll processing, leave from available banks (excluding Sick Leave) will be added for any full-time employee (as defined in Sec. 3.01) to complete their normal schedule.

3.07 OVERTIME COMPENSATION

Overtime compensation is due to employees as follows:

7-day work weekafter 40 hours
14-day work period.....after 86 hours

Vacation leave, sick leave, personal leave, emergency leave and designated county holidays will not be counted as actual hours worked toward the calculation of overtime, but will be calculated as straight time.

If a full-time employee who is subject to the overtime provisions of the Fair Labor Standards Act is required to work extra hours during a workweek in which he or she has used banked leave, the leave time should be reduced to prevent overtime. Leave time may be counted towards hours worked for overtime purposes in the event of an emergency (safety or security) as determined by the department head.

Flex time or equal time off in the same work period may result in changes to the time record.

Non-exempt employees will be paid at one and one-half times their regular rate of pay for each hour actually worked in a work week or work period above their respective limits as listed above (all overtime must be approved by the department head ahead of time).

3.08 LONGEVITY PAY

General: This policy is effective October 1, 2021, and is intended to supersede and replace all previous longevity, step, or salary pay types that are based solely on length of service. Any employee that as of 10/01/2021 would have been paid more under a previous longevity-based pay structure will continue under the older policy until such time that pay under the new policy exceeds the older policy. At no time will an employee receive benefits under more than one longevity-based policy or any other type of policy based solely on years of service.

Eligibility: Eligible positions and amounts will be determined annually by the Commissioners Court during the normal budget process. This additional pay will not be paid if it is not clearly designated and budgeted for during the budget process.

County funded, full-time active employees are eligible based on their years of service in any eligible position with Burnet County. Eligible full-time employees must have completed two years of consecutive service as of September 30th of each year. For the purpose of this policy, any employee working less than 40 hours per week is considered part-time. Eligible part-time employees must have two years of consecutive service and a minimum of 750 hours worked in the previous 12-month period. Employees must be a full-time or part-time active employee as of the date the longevity is paid.

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Ineligibility: Temporary employees and employees supplemented by the County are not eligible. Grant funded positions will not be eligible unless allowed by the grant or approved and budgeted by the Commissioners Court.

Guidelines: This policy and these guidelines are not a contract between the County and any of its employees. Nothing herein shall be considered a part of the County's employment relationship with the employee. No employee shall have the right to rely upon or enforce this policy and these guidelines against the County, it being understood that the County may amend, modify, or terminate this policy and these guidelines at any time. No employee shall have any rights or privileges in this policy or guidelines.

Eligible Positions and Amount: For the budget year (October 1 – September 30), eligible employees in eligible positions who have completed greater than two years of continuous service as of October 1, are eligible for longevity pay. The amount of longevity pay is calculated at \$20 for every month of service for full-time employees and \$10 for every month of service for part-time employees in an eligible position as of 10/01 with a maximum amount of \$3600 for full-time employees and \$1800 for part-time employees to be paid out in one lump sum payment prior to December 31. **Any employee that as of 10/01 would have been paid more under a previous longevity-based pay structure will continue under the older policy until such time that pay under the new policy exceeds the older policy. This longevity pay will be paid in one annual payment.**

3.09 HOLIDAY PAY

- A. Normally Scheduled Full Time Employees: On designated county holidays, each employee is paid their hourly rate of pay for an 8-hour work day. (Employee must have been employed on the workday preceding the holiday to qualify.) Those employees (other than those subject to shift work) who are non-exempt and who are required to work on a designated county holiday will receive compensation at their hourly rate of pay for each hour worked in addition to their holiday pay. An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.
- B. Full Time Shift Employees: On designated county holidays, each employee who works in a department that operates 24/7 will be given 8 hours of Holiday Leave, whether their regular day off falls on the holiday or the employee works the holiday. Holidays do not accrue and unused hours will not be paid at separation.
- C. Part-time employees are not eligible for holiday pay.
- D. Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for Burnet County. Each Department Head is responsible for granting this leave based on the needs of their individual departments. Vacation leave or leave without pay may be used for special leave granted.
- E. If an employee is off work due to FMLA, Worker's Compensation, or other unpaid leave of absence, holiday leave will not be earned.

3.10 PROMOTIONS

Promotions are changes in the duty assignment of any employee from a position in one classification to a position in another classification in a higher pay group. A promotion recognizes advancement to a higher classification requiring higher qualifications and involving greater responsibility. A promoted employee will receive a pay increase within budget commensurate with qualifications and responsibility in accordance with the Burnet County Compensation Plan.

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Any reclassification of positions must have prior approval of Commissioners' Court before effecting any change. All changes must begin at the beginning of a pay period.

Any employee promoted to an exempt position from a non-exempt position will be paid for any unused compensatory time at the time of the promotion. Time equivalent to the total hours paid must elapse prior to filling the vacancy created by the promotion, unless otherwise authorized by Commissioners' Court.

3.11 LATERAL TRANSFERS

Lateral transfers are movements of an employee between positions in the same pay group. An employee transferring to another department will be paid any compensatory time on the books.

3.12 DEMOTIONS

A demotion is a change in duty assignment of an employee from a position in one classification to a position in another classification in a lower pay group. An employee who is demoted may have his/her pay reduced. Demotions may be made for the purpose of voluntary assumption of a less responsible position, as a disciplinary measure, because of unsatisfactory performance in a higher position, or as a result of a reclassification of the employee's position.

3.13 PAY REDUCTION FOR DISCIPLINARY REASONS

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure to a lower rate in the pay group for that position or to a rate in the next lower pay group.

3.14 APPROVING AUTHORITY

The Commissioners' Court is the approving authority for all payrolls under the terms of (1) these policies, (2) the classification and compensation plan or, (3) the annual budget.

3.15 GRANT FUNDED POSITIONS

Any employee whose salary is funded by grant revenues must take any and all accrued leave during the period funded by the grant.

Employees whose salaries are funded by grants are subject to all Personnel Policies and Procedures and Compensation Program. Those employees, whose salaries and benefits are funded 100% by the grant and understood to possibly be a short-term employment, will follow the terms of the grant and will not be eligible for salary increases. If the County funds the position in the future, the position will then be reviewed by Human Resources for a recommendation to Commissioners' Court for classification of group and salary, with the understanding that the position could receive a decrease in salary.

3.16 EFFECTIVE DATE OF PAY RATE CHANGES

Employee hourly pay rate changes made other than at the beginning of a fiscal year will become effective no earlier than the first pay period following the date that the Human Resources Department receives the Personnel Action Form authorizing the change. Retroactive pay adjustments are not allowed.

4.00 – BENEFITS

4.01 MEDICAL AND LIFE INSURANCE

After 90 days of non-interrupted employment, the County of Burnet will provide group hospitalization, medical, life, and dental insurance for full-time employees. Premiums for employees are paid by the County. An eligible employee may add dependent coverage for family members at his/her expense. Each employee will be provided with coverage documentation.

4.02 SOCIAL SECURITY & MEDICARE TAX

All county employees participate in Social Security which provides certain retirement and disability income benefits, including Medicare. Participation in this federal program is required by law. Deductions are made from each pay check in accordance with federal guidelines; this deduction is noted as “FICA” on employees’ pay stubs. Burnet County funds an amount equal to the employee’s deduction to the Social Security Administration for the employee’s benefit. Employees are encouraged to go to www.ssa.gov for further information about their Social Security Benefits.

4.03 RETIREMENT

The County of Burnet is a member of the Texas County and District Retirement System. Membership in the retirement system is mandatory for all full-time and part-time employees. Only temporary employees with no prospects for continuation of employment beyond six months or an individual contractor may be excluded from TCDRS. Both the employee and the county contribute to the employee’s retirement account. Employees who terminate prior to retirement will, upon request, be refunded their contributed portion of their retirement account plus the interest earned on their contributed portion. Forms are available online at www.tcdrs.org, or in the Burnet County Human Resources Office.

The employee’s portion of the retirement contribution is tax deferred. You may have your deposits refunded to you or choose a Direct Rollover into an I.R.A. account or some other account approved by the IRS. If you do not choose a Direct Rollover, you will receive only 80% of the payment, because the Plan Administrator (TCDRS) is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.

Any member is eligible for service retirement if the member satisfies any of the following requirements:

- 1) The member has completed at least eight (8) years of creditable service and has attained the age of at least sixty (60); or
- 2) The member has completed at least eight (8) years of creditable service and the member’s attained age and total accumulated credited service equals seventy-five (75) (referred to as the “rule of 75”); or
- 3) The member has accumulated 20 years credited service, whichever comes first.

Burnet County also makes employer contributions to the TCDRS Supplemental Death Benefits Fund. The beneficiary of a deceased employee would receive a lump-sum payment equal to a year’s salary in addition to a return of the deceased’s personal deposits and interest earnings. A retired member’s beneficiary would receive a lump-sum payment equal to \$5000.00.

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For more detailed information contact the Human Resources Department or www.tcdrs.org. Burnet County adheres to the rules and regulations as set forth by TCDRS in regards to employee retirement. These rules and regulation are subject to change.

4.04 WORKERS COMPENSATION

All employees of Burnet County are covered by the County's workers' compensation program while on duty for the County unless they have elected to retain their common law right of action. To retain common law right, a new employee must inform the County Human Resources Office in writing within the first 3 days of employment.

An employee who suffers a job-related illness or injury is eligible to have all medical expenses paid for such injury or illness and if unable to work for more than seven calendar days, shall be eligible to receive partial salary continuation benefits which begin with the eighth day of disability; by law, certified peace officers injured in the line of duty receive full salary continuation. Salary continuation ends at the end of the current term of the current sheriff.

An employee who suffers an on-the-job illness or injury shall notify his supervisor as soon as is reasonable possible; the supervisor will fill out the appropriate reporting forms and forward them within 12 hours of notification by the employee to the Human Resources Office. Failure to report job-related illnesses or injuries in a timely manner may affect an employee's eligibility to receive workers' compensation benefits or may delay benefit payments. The supervisor is required to notify the Human Resources Office when the injured worker returns to work.

Time off work due to a job-related illness or injury will run concurrent with time to which the employee is otherwise entitled under the Family and Medical Leave Act.

No employee is guaranteed that his job will be held open for any period of time unless he is entitled to and files for leave under the Family and Medical Leave Act, in which case he/she will be entitled to up to 12 weeks (480 intermittent work hours) leave, after which time the employee will be terminated if they are still unable to perform the essential functions of the position with or without reasonable accommodation. The employee must provide the paperwork required under our Family Leave policy.

Employees do not accrue vacation or sick leave while on workers' compensation salary benefits. They also are not paid by Burnet County for any holidays falling during their period of absence.

An employee may not perform any outside work or engage in any extra duty employment on the same calendar day(s) that he/she fails to report to work due to illness or injury.

An employee receiving workers' compensation salary benefits shall be required to provide a completed Workers' Compensation Status Report (DWCC-73) from the attending physician before being allowed to return to work. The release shall include whether or not the employee can return to full-time status with or without restrictions.

4.05 UNEMPLOYMENT INSURANCE

Employees of the County may be eligible for unemployment benefits under the Texas Unemployment Compensation Insurance.

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4.06 COBRA

The federal government enacted the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) which allows certain individuals the option of continuing their group health insurance under specified conditions.

Covered employees and their dependents are eligible to continue their coverage for up to 18 months if termination of coverage is due to:

- 1) Loss of coverage due to reduction of work hours
- 2) Voluntary employee termination including retirement
- 3) Employee layoff for economic reasons
- 4) Employee discharged, except for gross misconduct
- 5) Employee has exhausted their FMLA leave

Covered employees and their dependents are eligible to continue their coverage for up to 29 months if the participant is deemed disabled by Social Security within the first 60 days of COBRA continuation of coverage.

COBRA coverage for covered employees and dependents up to 36 months is permitted if termination of coverage is due to:

- 1) Death of the covered employee
- 2) Divorce or legal separation from the covered employee
- 3) Medicare eligible employee (employee becomes eligible for Medicare, leaving dependents without group coverage)
- 4) Children who lose coverage due to certain contractual eligibility limitations

The coverage cannot be continued beyond the following dates:

- 1) The date on which the employer ceases to provide any group health plan to any employee. If a group health policy ceases to be in force with regards to the employee of the employer, it would be your employer's obligation to allow you or your dependents to continue under any replacing group policy or policies.
- 2) The date the full premium is not paid by the participant. (Including a 30-day grace period.)
- 3) When the individual becomes covered under any other group health plan, or is entitled to Medicare benefits.
- 4) In the case of a spouse, when the spouse remarries and becomes covered under another group health plan.

Your election to continue coverage must be done within 60 days of the date of the Continuation of Coverage Election Form, or your termination date, whichever occurs last. Benefits provided shall be identical to coverage provided for active full-time employees and dependents that have insurance under the plan but have not yet terminated their coverage. The cost to continue coverage is paid by the individual. Within 180 days before expiration of your continuation of coverage, you shall have the right to convert to a conversion plan at the time of your termination if it is being offered to other active full-time employees under the plan.

Questions regarding your right to continue insurance after your termination date should be addressed to the Burnet County Human Resources Office.

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4.07 DEFERRED COMPENSATION

If you are interested in additional retirement options, you may become a member of Nationwide Retirement Solutions and have an additional amount deducted from your paycheck for this purpose. For more information, contact the Human Resources Department.

4.08 PUBLIC EMPLOYEES CREDIT UNION

All Burnet County employees are eligible to join the Public Employees Credit Union. You can get a membership form from Human Resources Office, or apply online at www.pecutx.org. If you join the credit union, the amounts you request may be deducted from your pay check and sent directly to the credit union.

5.00 – ABSENCES AND LEAVES

5.01 DEFINITIONS

Leave Time Any time off during your normal scheduled work period.

Unauthorized Absence An unauthorized absence is one in which the employee is absent from regular duty without the permission of the department head. Employees are not paid for unauthorized absences, and such absences are cause for disciplinary action, up to and including termination.

All leave taken by county employees must be approved by their department head or supervisor. For payroll purposes, vacation leave, sick leave, personal leave, holiday hours, or any other leave granted by the County will not be counted as work hours in the calculation of overtime. Leave time is permitted up to a maximum of 40 hours per work week, or employee's normal work schedule.

5.02 VACATION LEAVE

Accruing Vacation Leave Upon completion of the initial three-month employment period, vacation leave benefits, figured from the date of employment, are credited to the employee. Thereafter, earned vacation leave is accrued and credited to the employee at the end of each month.

Full-time employees (exempt and non-exempt) accrue vacation leave as follows:

- First through ninth year of employment:
80 hours per year (6.67 hours per month)
- Tenth year and beyond:
120 hours per year (10 hours per month)

Part-time and temporary employees do not earn vacation leave.

Use of Vacation Leave Accrued vacation leave may be used upon the completion of the initial three-month employment period. No more than 80 hours of vacation leave may be carried forward from one calendar year to the next for the first through ninth year of employment. No more than 120 hours of vacation leave may be carried forward from one calendar year to the next for the tenth year of employment and beyond. Any accrued vacation leave in excess of these maximums as of December 31st of each year will be forfeited from the employee's leave record, without compensation.

Vacation leave of one hour or more taken by an exempt, non-elected employee must be documented by completing an Exception Note. The Exception Note should be signed by the employee and their department head/Elected Official, and turned in to the Human Resources Office.

5.03 SICK LEAVE

Accruing Sick Leave Upon completion of the initial three-month employment period, sick leave benefits, figured from the date of employment, are credited to the employee. Thereafter, earned sick leave is accrued and credited to the employee at the end of each month.

Full-time employees (exempt and non-exempt) accrue sick leave at the rate of 80 hours per year (6.67 hours per month).

Part-time and temporary employees do not earn sick leave.

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Use of Sick Leave Accrued sick leave may be used upon the completion of the initial three-month employment period. Accrued sick leave may be utilized by full-time employees who are absent from work due to:

- 1) Personal illness or physical or mental incapacity;
- 2) Medical, dental, or optical exams or treatments;
- 3) Medical quarantine resulting from exposure to a contagious disease; or
- 4) Illness of the following members of an employee's immediate family:
 - a. Children
 - b. Spouse
 - c. Parents.

Medical Statement An employee's supervisor may request, and employees must provide upon request, written verification by a physician of a medical illness or injury precluding availability for duty at any time that sick leave benefits are requested.

Sick leave or one day or more, taken by an exempt employee, must be documented by completing an Exception Note signed by the Department Head/Elected Official and employee. The Exception Note is to be turned in to the Human Resources Office.

Accumulation of Sick Leave Sick leave not used during the year in which it accrues accumulates and is available for use in succeeding years, up to a maximum allowable accumulation of 90 days (720 hours).

Illness While on Vacation When an illness or physical incapacity occurs during the time an employee is on vacation leave, sick leave may be granted to cover the period of illness or incapacity and the charge against vacation leave reduced accordingly. Application for such substitution must be supported by a medical certificate or other acceptable evidence to supervisor. Supervisor will provide proper documentation to Human Resources Office.

5.04 MILITARY LEAVE

Full-time and part-time employees of the County who are members of the state military forces or members of the reserve components of the armed forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating or vacation leave or salary, on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed 15 days in any one fiscal year. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days will be charged to vacation or leave without pay.

5.05 CIVIL LEAVE

Employees will be granted civil leave with pay for jury duty on a scheduled workday. Employee payment for jury services shall be returned to the Burnet County General Fund.

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5.06 LEAVE OF ABSENCE

Leave of absence is an approved absence from duty in a non-pay status. Granting a leave of absence is at the discretion of the department head with the approval of the Commissioners' Court. Such leave of absence shall not be granted unless there is a reasonable expectation that the employee will return to employment with the county at the end of the approved period.

Employees on leave of absence receive no compensation and accrue no benefits. However, previously accrued benefits are retained during leave of absence unless otherwise prohibited by the terms or provisions of the benefit programs. Medical insurance can be continued if paid for in advance by the employee.

A leave of absence is appropriate for the following reasons:

- Recovery from extended illness or temporary disability;
- Educational purposes when successful completion will contribute to the work of the County;
- Public service assignments; or
- Personnel exchange programs which emphasize Intergovernmental relations.

5.07 EXTENDED LEAVE FOR ILLNESS OR TEMPORARY DISABILITY

Following FMLA, employees may request approval to use accrued sick leave and vacation leave for the purpose of paid release time to recover from an extended illness or temporary disability or may request approval for an unpaid leave of absence for these purposes. A request for leave for an extended illness or disability must be filed at least ten working days prior to the first day of leave unless emergency conditions exist. An employee also must provide a statement concerning his/her intentions about returning to work.

Paid Leave Upon written approval of the department head, an employee may use accrued sick leave, vacation leave, personal leave and holiday leave for the purpose of paid absence from duty during an extended illness or temporary disability.

Unpaid Leave of Absence Upon written approval of the department head and approval of Commissioner's Court, an employee may be granted up to six months of unpaid leave of absence for the purpose of recovery from an extended illness or temporary disability. During this time, an employee accrues no additional vacation leave, sick leave, personal leave, or longevity benefits, but retains those already accrued. Medical insurance may be continued if paid in advance by the employee. Other benefits are retained during unpaid leave of absence unless otherwise prohibited by the terms or provisions of the benefit program.

Conditions The department head may require an employee requesting a paid or unpaid leave for extended illness or temporary disability to provide a medical doctor's statement as to the date upon which the employee is no longer able to perform his/her duties and the expected length of the recuperation period. The employee may also be required to provide periodic statements from a medical doctor as to whether or not the employee is able to return to work. Failure to provide medical status reports or to contact the office on the schedule required by the department head is grounds for revoking the leave and for taking disciplinary action, up to and including termination.

5.08 USING LEAVE IN COMBINATION

Unless an employee who is absent on sick leave requests leave without pay upon exhaustion of sick leave, he/she will automatically be placed on vacation leave status until vacation leave is exhausted. Sick leave cannot be used for vacation leave purposes when vacation leave is exhausted.

With the approval of the department head, other types of leave and holidays may be used in any combination if it is determined to be in the best interest of the employee and the county.

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5.09 EMERGENCY LEAVE

Emergency leave with pay shall be granted by the department head for reasons of serious illness, accident, or death in an employee's family.

Emergency leave limitations (per occurrence):

Spouse, Child, Parent.....40 hours

Brother, Sister, Grandparents, Grandchild, Uncle, Aunt, Nephew, Niece, In-Laws.....16 hours

5.10 PERSONAL LEAVE

All full-time, including exempt, employees will be granted 16 hours of personal leave on January 1st of each year. Personal leave may be used as the employee desires, with department head approval.

Employees starting after January 1st of each year will be granted leave on a pro-rated basis.

Employees who have completed 5, 10, 15, 20... (+5), etc. continuous years of service with Burnet County will receive an additional 8 hours of personal leave on January 1st of the year following the anniversary year.

5.11 HOLIDAYS

Holidays are determined each fiscal year by Commissioners' Court. A schedule of holidays shall be posted in each department and on the Burnet County website.

- A. HOLIDAY WORK – It is not always feasible to grant holidays at the scheduled time to employees assigned shifts of an around-the-clock operation. Any department head who finds it necessary to do so may direct some of all employees of the department to report for work on any holiday. For holiday pay policy, see Section 3.09.
- B. If an official holiday falls within an employee's vacation, the employee will be granted the holiday and not be charged for a day of vacation leave.
- C. Part-time and temporary employees are not eligible for holiday pay.

5.12 BAD WEATHER DAYS

Any full-time employee who, by his/her own choice, who misses work because of bad weather shall show time missed as vacation leave or personal leave.

Part-time employees will not receive any compensation for bad weather days as they are paid hourly for their actual hours worked.

Bad weather/emergency days mandated by the County Administrative Judge will be paid. Hours will not be used to compute overtime.

5.13 SICK LEAVE POOL

GENERAL

An employee may request to use pool leave only once per fiscal year, per catastrophic illness. A catastrophic illness or injury is defined as a terminal, life-threatening, and/or severe condition or combination of conditions affecting the mental or physical health of the employee (or his/her immediate family) that requires the services of a licensed health care practitioner for a prolonged period of time and that forces the employee to exhaust all accrued leave time (sick, vacation, personal, compensatory, holiday), thereby resulting in the loss of all compensation from the County. If the employee does not use his maximum entitlement on the first request, and another catastrophic event occurs, a second

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request can be submitted. An employee who is on pool leave at the end of the fiscal year and still cannot return to work does not have to reapply to continue using pool leave in the next fiscal year. However, he/she must ensure that a Certification of Health Care Provider be furnished each thirty (30) days. The employee may still only receive the maximum entitlement per illness.

Examples of Catastrophic Illness/Injury

- | | |
|--|-------------------------|
| ▪ Back conditions requiring extensive therapy or surgery | ▪ Kidney Disease |
| ▪ Heart conditions | ▪ Most types of cancers |
| ▪ Severe respiratory conditions | ▪ Pneumonia |
| ▪ Severe nervous disorders | ▪ Severe stroke |
| ▪ Injuries caused by serious accidents | |

Examples of Illness/Injury Not Normally Considered Catastrophic

- | | |
|-------------------------|--|
| ▪ Migraines/Headaches | ▪ Childbirth/Normal Recovery |
| ▪ Common Cold/Allergies | ▪ Miscarriage (without complications) |
| ▪ Flu | ▪ Elective Surgeries |
| ▪ Earaches | ▪ Routine dental or orthodontic issues |
| ▪ Upset Stomach | ▪ Absence due to substance abuse |
| ▪ Minor Ulcers | ▪ Stress |

All regular, full-time employees may apply to use sick leave from the sick leave pool subject to provisions. (The only exception is any employee being paid Worker's Compensation.)

An employee does not have to contribute to the pool in order to use from the pool, and no payback of pool sick leave is required.

Requests will be processed on a first-come, first-served basis. The Pool Committee will have five (5) workdays from the date they receive a request and a completed Certification of Health Care Provider in which to approve or deny the request. The decision of the Pool Committee will be the final decision. The supervisor of an employee requesting to use pool leave will ensure that an appropriate Certification of Health Care Provider regarding the illness or injury accompanies the request.

CONTRIBUTING SICK LEAVE TO THE POOL

An active employee may contribute up to 40 hours of sick leave to the pool each fiscal year in increments of 8 hours.

An employee who is separating from employment may donate not more than 80 hours of sick leave to the pool, in increments of 8 hours.

Employees will not be allowed to contribute sick leave to be used only by a particular person.

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REQUESTING TO USE SICK LEAVE FROM THE POOL

An employee must have completed one year of continuous service with the County before he/she is eligible to use leave from the pool.

Employees must exhaust all paid leave before they are eligible to use any leave from the pool.

An employee who has exhausted all paid leaves to which he/she is entitled may apply to use sick leave hours from the pool. Requests must be submitted in writing on a Sick Leave Pool Request Form (available from the Human Resources Office).

An employee may use pool sick leave for his/her own catastrophic illness or injury or for one in his/her immediate family. Immediate family is defined as child, spouse, or parent.

An employee must furnish a completed Certification of Health Care Provider (forms available from the Human Resources Office), prior to approval of the Sick Leave Pool Request. Sick Leave Pool hours will be granted in increments not to exceed thirty (30) work days. Recipients eligible for Sick Leave Pool hours in excess of thirty (30) work days will be required to furnish a completed Certification of Health Care Provider again, each thirty (30) day period, until the balance of hours granted is used entirely or the employee returns to work at the end of the illness.

The number of hours available from the pool is determined by the number of years of continuous service with the County. The following will be used to determine the number of hours available:

- | | |
|----------------------|--|
| ▪ 1 year - 5 years | 1/9 balance of pool/or 30 work days, whichever is less |
| ▪ 5 years - 10 years | 1/6 balance of pool/or 60 work days, whichever is less |
| ▪ 10+ years | 1/3 balance of pool/or 90 work days, whichever is less |

In no event can the amount of sick leave used from the pool exceed 1/3 of the balance of hours in the pool or 90 work days, whichever is less.

An employee may also apply to receive sick leave from the pool if he/she gave sick leave to the pool and then exhausted his sick leave balance in the same fiscal year. Such employees may receive only the number of hours they contributed to the pool unless their illness or injury is catastrophic (life-threatening).

An employee on pool leave does not accrue paid leave.

Any unused balance of pool leave hours granted to an employee returns to the pool at the end of the illness. The estate of a deceased employee is not entitled to payment for unused pool sick leave.

**5.14 FAMILY AND MEDICAL LEAVE AND MILITARY FAMILY LEAVE
POLICY**

It shall be the policy of the County to provide eligible employees with all benefits and privileges required under the Federal Family and Medical Leave Act (FMLA) and Military Family Entitlements.

ELIGIBILITY

To be eligible for benefits under this policy, an employee must:

- A. Have worked for Burnet County at least twelve (12) months (need not be continuous service), and,
- B. Have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) months.

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QUALIFYING EVENTS

Family or medical leave under this policy may be taken for the following situations:

- A. The birth of a child and in order to care for that child; or
- B. The placement of a child in the employee's home for adoption or foster care; or
- C. To care for a spouse, child, or parent with a serious health condition; or
- D. The serious health condition of the employee that makes the employee unable to perform the essential functions of their job; or
- E. A qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member (National Guard or Reserves) on active duty or has been notified of an impending call or order to active duty in support of a contingency operation; or
- F. To care for a covered service member (Regular Armed Forces, National Guard or Reserves) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member.

SERIOUS HEALTH CONDITION

- A. Serious health condition of the employee shall be defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.
- B. Serious health condition of a spouse, child, or parent shall be defined as a condition which requires overnight inpatient care at a hospital, hospice, or residential care facility, or a condition which requires continuing care by a licensed health care provider.

CONTINUING TREATMENT

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- A. Treatment two or more times within thirty (30) days of incapacity, or
- B. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment by a health care provider. This treatment must occur within the first seven (7) days of incapacity.
- C. Any period of incapacity due to pregnancy or prenatal care.
- D. Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- E. Any period of incapacity which is permanent or long term due to a condition that treatment was not effective.
- F. Any period of incapacity or absence to receive multiple treatments by a health care provider.

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QUALIFYING EMERGENCY LEAVE

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child or any age or parent) is on active duty or called to active duty status in support of a contingency operation. The following qualify as exigency leave:

- A. Leave may be taken to address any issue that arises because the covered military member was given seven or less days' notice for active duty deployment in support of a contingency operation. Eligible employees may take up to seven (7) days beginning on the date the covered military member receives the call or order to active duty.
- B. Leave may be taken to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of a covered military member.
- C. Leave may be taken to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to active duty or call to active duty status of a covered military member.
- D. Leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the active duty or call to active duty status of a covered military member.
- E. Leave may be taken to make or update financial or legal arrangements to address the covered members' absence while on active duty or call to active duty status.
- F. Leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status and for a period of ninety (90) days following the termination of the covered member's active duty status.
- G. Leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for counseling arises from the active duty status or call to active duty status of a covered military member.
- H. Leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation.
- I. Leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's active duty status.
- J. Leave may be taken to address issues that arise from the death of a covered military member while on active duty status.
- K. Leave may be taken to address any other additional events that may arise out of the covered military member's active duty or call to active duty status provided Burnet County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

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LEAVE AMOUNT

- A. Up to twelve (12) weeks leave per twelve (12) month period may be used under this policy.
- B. Burnet County will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy.
- C. All leave taken under this policy during the prior twelve (12) month period shall be subtracted from the employee's twelve (12) week leave eligibility and the balance is the leave the employee is entitled to take at that time.
- D. If a husband and wife both work for Burnet County, the maximum combined leave they shall be allowed to take in any twelve (12) month period for the birth or placement of a child, or care for a parent with a serious health condition is twelve (12) weeks. The combined limit is twenty-six (26) weeks in a single twelve (12) month period if leave is to care for a covered service member with a serious injury or illness.
- E. An eligible employee is entitled to up to twenty-six (26) workweeks of leave to care for a covered service member with a serious injury or illness during a single twelve (12) month period.
 - 1. The single twelve (12) month period begins on the first day the eligible employee takes FMLA to care for a covered service member and ends twelve (12) months after that date.
 - 2. If an eligible employee does not take all of his/her twenty-six (26) workweeks during this twelve (12) month period, the remaining part of the twenty-six (26) workweeks of leave entitlement to care for a covered service member is forfeited.
 - 3. This leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of twenty-six (26) workweeks of leave if the leave is to care for different covered service members or injury, except that no more than twenty-six (26) workweeks may be taken within any single twelve (12) month period.

PAID AND UNPAID

- A. If an employee has accrued leave, the employee shall be required to use the following paid leave as detailed below:
 - 1. Vacation time
 - 2. Holiday time
 - 3. Sick time
 - 4. Personal timeThe remainder of leave shall be unpaid.
- B. An employee who is taking leave because of his/her own serious health conditions or the serious health condition of an eligible family member shall be required to first use all earned compensatory time, then sick leave, vacation leave, and any other paid leave, with the remainder of the twelve (12) week period being unpaid leave.
- C. An employee taking leave for the birth of a child shall be required to use paid sick leave first, then earned compensatory time, vacation leave, holiday leave, and personal leave for the recovery period after the birth of the child and prior to being on unpaid leave.
- D. After the recovery period from giving birth to a child, the employee shall be required to first use all earned compensatory time, then vacation leave and other available paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.
- E. An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use first earned compensatory time, then

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vacation leave, then other available paid leave, except for sick leave, with the remainder of the twelve (12) week period being unpaid leave.

- F. An employee who is taking leave for a qualifying exigency for a covered military member shall be required to use first compensatory time, then vacation leave and other available paid leave, except for sick leave, with the remainder of the twelve (12) week leave period being unpaid leave.
- G. An employee taking leave for the care of a covered service member shall be required to first use all earned compensatory time, then sick leave, vacation leave and any other paid leave, with the remainder of the twenty-six (26) week leave period being unpaid leave.
- H. The maximum amount of paid and unpaid leave that may be used under this policy in any twelve (12) month period is twelve (12) weeks, except for qualifying leave to care for a covered military member with a serious injury or illness with the maximum leave being twenty-six (26) weeks in a single twelve (12) month period.

INSURANCE

- A. While on leave under this policy, Burnet County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.
- B. The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally pay, or the coverage will be discontinued.
- C. Payment for coverage under section twenty-one (21) of this policy shall be made through regular payroll deduction while the employee is on leave (paid leave).
- D. While on unpaid leave, the employee shall be required to pay for premiums due to Burnet County under section twenty-one (21) of this policy no later than thirty (30) days after the due date which Burnet County sets or the coverage shall be discontinued.
- E. At the end of the twelve (12) weeks leave, all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member where the eligible employee will be offered COBRA at the end of twenty-six (26) weeks in a single twelve (12) month period.

INTERMITTENT LEAVE AND REDUCED SCHEDULE

- A. Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member, or the care of a covered military member.
- B. A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member, or the care of a covered military member.
- C. All work time missed as a result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's twelve (12) week leave eligibility. If the time missed is for the care of a covered military member with serious injury or illness, the time will be deducted from the employee's twenty-six (26) week leave eligibility in a single twelve (12) month period.

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CERTIFICATION REQUIREMENTS

- A. Burnet County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.
- B. The employee must respond to the request within fifteen (15) days of the request or provide a reasonable explanation for the delay. If an employee does not respond, leave may be denied.
- C. Certification of the serious health condition of the employee shall include:
 - 1. The date the condition began;
 - 2. Its expected duration;
 - 3. The diagnosis of the condition;
 - 4. A brief statement of the treatment; and
 - 5. A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.
- D. Certification of the serious health condition of an eligible family member shall include:
 - 1. The date the condition began;
 - 2. Its expected duration;
 - 3. The diagnosis of the condition;
 - 4. A brief statement of the treatment; and
 - 5. A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.
- E. Certification for leave taken because of a qualifying exigency shall include:
 - 1. Military member is on active duty or called to active duty service;
 - 2. The dates of the covered military members active duty service;
 - 3. A statement of description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
 - 4. The approximate date on which the qualifying exigency will start and end;
 - 5. If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency;
 - 6. If the qualifying exigency involves meeting with a third party, appropriate contact information such as: name, title, organization, address, telephone number, fax number and email address, and a brief description of the purpose of the meeting.
- F. Certification for leave taken for a serious injury or illness of a covered military member shall include:
 - 1. If the injury or illness was incurred in the line of duty while on active duty;
 - 2. The approximate date on which the illness or injury occurred and the probable duration;
 - 3. A description of the medical facts regarding the covered military members health condition, sufficient to support the need for care;
 - 4. If the covered military member is a current member of the Regular Armed forces, the National Guard or Reserves, and the covered military member's branch, rank, and unit currently assigned to;
 - 5. The relationship of the employee and the covered military service member;
 - 6. In lieu of certification, an ITO (invitational travel orders) or an ITA (invitational travel authorization) issued is sufficient certification for an eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

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- G. If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every six (6) months in connection with an eligible absence.
- H. Burnet County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification, except FMLA to care for a seriously injured or ill covered service member supported by an ITO or ITA.
- I. If there is a conflict between the first and second certifications, Burnet County shall have the right to require a third certification, at the expense of Burnet County, from a health care practitioner agreed upon by both the employee and Burnet County, and this third opinion shall be considered final.

REQUESTING LEAVE

- A. Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.
- B. Where practicable, and employee should give his or her immediate supervisor at least thirty (30) days' notice before beginning leave under this policy.
- C. Where it is not reasonably practicable to give thirty (30) days' notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable.
- D. If an employee fails to provide thirty (30) days' notice for foreseeable leave, the leave request may be denied until at least thirty (30) days from the date Burnet County receives notice.

REINSTATEMENT

- A. Employees returning from leave under this policy, and who have not exceeded the twelve (12) week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the twenty-six (26) maximum in a single twelve (12) month period allowed to care for a seriously ill or injured covered military member shall be returned to the same job or a job equivalent to the job they held prior to going on leave.
- B. Where an employee is placed in another position, it will be one which has the equivalent status, pay, benefits and other employment terms and one which entails substantially equivalent skill, effort, responsibility and authority.
- C. Burnet County shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave; this includes employees who may still have sick or vacation leave still available.

REPAYMENT OF PREMIUMS

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy shall be required to reimburse Burnet County for all medical premiums paid by Burnet County while the employee was on leave without pay.

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OTHER BENEFITS

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays or holiday leave, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

OTHER ISSUES

- A. Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.
- B. Burnet County may send out to an employee who has been out for three (3) or more days a Medical Certification to determine the employee's FMLA eligibility. The employee should have their physician complete and return the certification within fifteen (15) days of receipt to be eligible for FMLA. Failure to return the medical certification may result in denial of FMLA.
- C. Employees will be required to provide a Fitness-for Duty certification prior to returning to work.
- D. Once FMLA is exhausted, employees eligible for insurance will be offered COBRA.

5.15 PAID QUARANTINE LEAVE FOR PEACE OFFICERS AND DETENTION OFFICERS

Pursuant to Texas HB 2073, enacted June 15, 2021, Burnet County shall provide paid quarantine leave for peace officers and detention officers employed by Burnet County and ordered by a supervisor or the health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. This includes peace officers and detention officers as defined by this policy, who are employed by, appointed to or elected to their position.

"Detention officer" means an individual appointed or employed by a county as a county jailer or other individual responsible for the care and custody of individuals incarcerated in a county jail.

"Health authority" has the meaning assigned by Section 121.021, Health and Safety Code. A health authority is a physician appointed under the provisions of Chapter 121 to administer state and local laws relating to public health within the appointing body's jurisdiction. A health authority must be: a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state and a resident of the state. They must take an official oath and file with the department.

For counties that do not establish a local health department or public health district, they may appoint a physician as health authority to administer state and local laws relating to public health in the county's jurisdiction.

"Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by, or appointed by the county.

Eligible employees who are on qualifying paid quarantine leave shall receive all employment benefits and compensation, including leave accrual, retirement, and health benefits for the duration of the leave; and, if applicable, shall be reimbursed for reasonable costs related to the quarantine, including lodging, medical, and transportation. Contact the Human Resources Department or Auditor's Office for reimbursement procedure; lodging costs may not exceed the U.S. General Services Administration Standard Lodging Rate. An employee on qualifying paid quarantine leave will not have their leave balances reduced.

Off duty exposures will not be covered under this policy.

6.00 – HEALTH AND SAFETY

6.01 GENERAL SAFETY RULES

- A. Employees shall not turn on, use, repair, or operate any vehicle, crane, electricity, gas, steam, air, acid, caustic or other dangerous material or equipment unless qualified and authorized by a supervisor.
- B. Safety Guards and devices furnished by Burnet County or the department shall be used. Removal or non-use may be authorized only by the supervisor and approved by the department head.
- C. Approved personal protective equipment shall be worn whenever the exposure indicates the need for it, i.e., eye and ear protection equipment and safety belts. Protective footwear shall be worn as recommended by the supervisor.
- D. Only tools, equipment, machines, etc. that are properly maintained and adjusted may be used.
- E. Floors must be kept free of any material or substance that might constitute a tripping or slipping hazard. Employees responsible for any such material or substance spilled shall clean it up immediately.
- F. Horseplay, running, and practical jokes are prohibited on the job.
- G. Immediately report all injuries to your supervisor.
- H. The Human Resources Office shall be notified in all medical or lost time accidents of employees. The Auditor's Office shall be notified of all incidents related to public accidents.
- I. Computer keyboards should be placed at a level to prevent wrist strain causing Carpal Tunnel Syndrome.

6.02 CLOTHING AND SAFE DRESS

- A. Employees will wear clothing appropriate to their work assignments. Clothing will be in reasonably good condition and clean.
- B. Supervisors are responsible for ensuring that employees are informed as to the requirements for wearing apparel that is suitable for the type of work to be performed and the hazards involved.
- C. For those working with machinery or in other hazardous operations, shirts, blouses, trousers, slacks, coveralls, etc. should be well fitted, with no loose or flowing appendages. Sleeves, if full length, should be buttoned at the wrist. The practice of working without a shirt is prohibited.
- D. Employees with long hair who work around moving machinery must wear adequate hair covering to preclude the possibility of entanglement.
- E. Jewelry such as rings, pendants, necklaces, earrings, watches, etc. shall not be worn whenever they constitute a hazard, i.e. working around moving machines, electrical or electronics equipment, etc.

6.03 LIFTING AND MANUAL MATERIAL SAFETY HANDLING

Lifting and material handling type injuries make up a major portion of risk for employee injury. We also recognize that in order to reduce the risk of this type of injury, we must find alternatives to manual lifting and manual material handling. Employees are to follow these procedures when handling materials:

- A. Try to eliminate the need for lifting or reducing the risk of lifting injuries through:
 - 1. Organizing storage of materials.
 - 2. Limiting bulk and weight of materials to be lifted. Keep package sizes manageable. (Remember that bulky and awkward objects cause most material handling injuries.)
 - 3. Keeping aisles clear when carrying materials to prevent trips, stumbling, etc.
 - 4. Making sure you are aware of the weight of the objects. Underestimating or overestimating the weight of an object can lead to injury.
 - 5. Wiping off wet, greasy, or slippery objects before handling them.
- B. Rather than lifting manually, use the mechanical lifting devices whenever possible and team lifting when necessary.
- C. All manual lifting cannot be eliminated. Lift as a last resort, if mechanical aids are not available and the lift is necessary. When lifting alone, follow either of the appropriate lifting procedures below:
 - 1. Two hand squat lift involves six (6) steps:
 - a. Keep feet parted – one alongside and one behind the object.
 - b. Keep back straight, nearly vertical.
 - c. Tuck elbows and arms in and hold close to the body.
 - d. Grasp the object with your whole hand, not just the fingers.
 - e. Tuck your chin in.
 - f. Keep body weight directly over feet.
 - 2. Assisted one-hand lift should be used when it is impossible to bend the knees and squat. Reaching over into a container to lift something would be a good example of this:
 - a. Place the non-lift hand on the container top; bend over the container.
 - b. While bending over, kick the foot on the same side as the non-lifting hand rearward to provide forward body balance (optional).
 - c. Reach and grasp object to be lifted.
 - d. Push down with the non-lifting hand on the container top raising the upper body to a vertical position. Be sure to let the non-lifting arm do the work, not the back.
 - e. Remember, this technique is not always practical. This type of lift should be limited to a load weight of 15-20 lbs.
 - 3. Twisting the body should always be avoided. Turn your body as a whole unit to reduce the risk of an injury while lifting and carrying loads.
 - 4. It is impractical to establish a definite limit on how much weight can be lifted, however, based on an infrequent lift; the following can be used as a guideline. This is based on a normal lift (with no twisting) of a standard size box (20"x15"x10"). Allowance should be made if the object is bulkier than this by decreasing the allowable weight.
 - 5. Employees who will be lifting objects on the job should keep themselves in good physical condition. If you are going to be lifting objects that are heavy, or lifting for a prolonged period, take time to do some stretching and warm up exercise prior to starting the job. Studies have shown that this can have a dramatic effect on reducing injuries of this type.

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6.04 EMERGENCY RESPONSE

In the event an accident occurs, each employee shall take the necessary Emergency Response as outlined here: Look for medic alert bracelet or necklace. It is recommended that all employees with medical conditions wear a medic alert bracelet or necklace.

6.05 PERSONNEL INJURIES

It is strongly suggested that every employee take CPR training as soon as possible after being hired.

If an employee is injured, other employees in the immediate area are encouraged and authorized to the extent of his/her training and qualifications, to assist the injured employee. The most qualified employee on site should make the initial assessment of the severity of the injury and, if the injury is found to be minor (non-life-threatening) and if the injured employee is conscious and consents, is authorized to take the following action:

- A. Provide first aid to the injured employee.
- B. Transport the injured employee to the nearest physician or medical facility; or
- C. Contact Emergency Medical Services (EMS) or ambulance service.

For more severe or life-threatening injuries, immediately call 9-1-1.

No employee should attempt, and nothing herein is intended or should be construed to require any employee, to provide any medical aid or assistance, including moving an injured employee or otherwise administer any first aid, if the employee:

- A. Is not qualified or properly trained to administer such aid and/or assistance,
- B. Does not have the consent of an injured employee who is conscious and able to give consent,
- C. Determines that protective equipment (such as disposable gloves or breathing barriers) is not available or adequate to protect the employee from exposure to or contamination, or from contact with the injured employee's blood and other bodily fluids, or with any other hazardous chemical or material,
- D. Determines that by remaining at the scene with the injured employee, the employee puts his/her own safety at risk or his/her own well-being in harm's way, and
- E. For any reason under the circumstances then existing, is unwilling to risk, or to assume the risks, to their own safety and well-being in attempting to administer first aid.

Supervisor or Employee will report all medical injuries to the Human Resources Office as soon as possible on the day the accident occurs.

6.06 FIRE EMERGENCIES

If a fire emergency occurs, it is the responsibility of each employee to follow these basic rules in the order indicated:

- A. Remove injured person from any further danger when safe to do so.
- B. Sound an alert to make any persons in the immediate area aware of the fire emergency.
- C. Evacuate the facilities.
- D. Call the Fire Department at 9-1-1.
- E. Attempt to extinguish the fire using the proper type of equipment or extinguisher.

6.07 HAZARDOUS MATERIAL INCIDENT

Chemical spills or exposure to chemical accidents can be extremely hazardous. Often the chemicals involved a change from dormant to volatile condition upon exposure to the environment or contact with other materials including air, earth, or water. All employees must evacuate any area where a hazardous material incident occurs and then call 9-1-1.

6.08 DUTIES OF EMPLOYEES

- A. Each employee will be issued a copy of the Safety Policy or assume responsibility for accessing the Safety Policy at www.burnetcountytexas.org.
- B. Each recipient shall sign a statement for the Safety Policy acknowledging receipt or the assumption of responsibility for accessing the Safety Policy online.
- C. Be courteous at all times and under all circumstances.
- D. If an employee observes another employee conducting any operation that is dangerous to themselves or others, immediately call his/her attention to it.
- E. If an employee is involved in an accident causing injury or damage and it is established that it is due to carelessness, negligence or a violation of a safety rule, that employee will be subject to disciplinary action up to and including termination at the discretion of the Department Head.
- F. Serious injury can result from horseplay. Offenders will be subject to disciplinary action up to and including termination at the discretion of the Department Head. Offenders are not covered under Worker's Compensation if injured while engaged in horseplay.
- G. Alcohol and Illegal Drugs
 1. The use of any kind of alcohol or illegal drugs while on duty is forbidden and will subject the offender to disciplinary action up to and including termination at the discretion of the Department Head.
 2. Employees are not covered under Worker's Compensation if it is established they were under the influence of alcohol or illegal drugs at the time of the injury.
 3. An employee shall notify his/her supervisor while taking any prescription medication that has the potential to affect performance of duties.
- H. Reporting Injuries and Vehicle Accidents
 1. Any injury suffered by an employee involving a motor vehicle while on the job shall be reported to their supervisor when it occurs. (see section 2.10)
 2. Supervisor shall immediately contact the Human Resources Office regarding any injuries to employee and the Auditor's Office regarding any damage to the vehicle.

6.09 NO PETS POLICY

In keeping with the objective of providing a safe, healthy, and productive work environment for all employees, Burnet County does not permit employees to bring their household pets to work.

This decision is to cover the following:

- Potential health risks and allergies: Animals can pose a risk of infection or cause allergic reactions in sensitive individuals.
- Safety concerns: Some employees may be afraid or feel threatened by the presence of animals, especially dogs.
- Disruptions to the work environment: Animals can be a distraction or cause noise disruptions.
- Cleanliness and property damage: Animals may foul the office space or cause damage to county property.

The Americans with Disabilities Act (ADA) protects service animals, which are defined as dogs (and in some cases, miniature horses) individually trained to perform tasks for the benefit of an individual with a

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disability. Texas law mirrors the federal ADA in prohibiting discrimination against individuals using service animals. The exception to this policy is:

- Assistance animals (as defined in the Texas Human Resources Code, Section 121.002), accompanying employees, contractors, or visitors are permitted in the workplace.

While the ADA provides protections for service animals, it's important to understand that emotional support animals (ESAs) are not considered service animals under the ADA and are not granted the same legal protections. According to the Office of the Texas Governor, businesses are generally not obligated to accommodate emotional support animals if they have a "no pets" policy.

However, Burnet County may choose to allow emotional support animals as a reasonable accommodation in the workplace, depending on the specific circumstances and if it doesn't create undue hardship or disruption.

It is illegal to misrepresent the use of an animal as a service animal, this includes falsely using a harness or leash that identifies a specially trained service animal. Misrepresenting an animal as a service animal is a misdemeanor punishable by a fine of up to \$1,000.00 and 30 hours of community service.

6.10 MATERIAL STORAGE

- A. Material, wherever stored, should not create a hazard. It shall be limited in height and shall be piled, stacked or racked in a manner designed to prevent it from tipping, falling, collapsing, rolling or spreading. Racks, bins, plans, blocks, and/or sheets shall be used where necessary to make the piles stable.
- B. Heavy and awkward items shall be stored near the bottom of shelves or cabinets.
- C. Do not allow equipment or storage to come within 30 inches of all electrical panels.
- D. Secure storage shelf, cabinets, and other items which may tip over.
- E. Indoor storage shall not obstruct or adversely affect means of exit.
- F. Clearance shall be maintained around lights and heating units to prevent ignition of combustible materials.
- G. Storage shall be in orderly and regular stacks.
- H. No combustible material shall be stored outdoors within 10 feet of a building or structure.

6.11 LIGHTING

- A. Adequate illumination which is suitable to provide a reasonably safe environment shall be provided.
- B. Where the quality of lighting cannot be obtained by general lighting methods, supplementary lighting shall be provided; all possible precautions should be taken to prevent electrical shock to the user.

6.12 WEATHER

Special precaution shall be taken in weather that is rainy, icy, or excessively hot. Proper clothing must be worn by workers and proper driving techniques must be followed.

6.13 RULES OF SAFETY

Every employee is responsible for notifying maintenance of any safety issues they become aware of.

- A. Office Safety
 - 1. Pencil sharpeners shall not be installed where they might be striking hazards.
 - 2. Electric cords on machines and desk lamps must be kept in good repair. Cords are to be replaced when outer insulation is broken.
 - 3. All fans shall be equipped with suitable guards. Fans shall not be placed where they might be struck.

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4. Thumbtacks and other sharp objects should be kept in containers, not loose in desk drawers.
5. Individual upright shelves, lockers, and cabinets will be fastened to floor or walls, if the possibility of overturning exists. Where there are two or more, they will be fastened together.
6. Not more than one drawer of a file cabinet may be open at one time. Drawers should not be left open when not in use.
7. When it is necessary to store material on top of lockers or file cabinets, due regard must be given to the weight, shape, and stability of the material.
8. Have defective chairs repaired or replaced promptly.
9. Do not tilt back in straight chairs.
10. Extreme care must be exercised when cleaning glass used for desk tops.
11. Use knives, razor blades, scissors, or shears with care. Cutting edged instruments will be sheathed when not in use.
12. Paper cutters shall be equipped with a safety bar. Blade spring tension will be adjusted so that the blade will not fall of its own weight.
13. Desks shall be arranged so that electrical and telephone outlets and leads are not tripping hazards.
14. Splintered or jagged edges, or other defects found on office furniture will be promptly repaired or the equipment replaced.
15. Spindle (spike) files should not be used.
16. Before using office machines, be sure they are properly located and not in danger of falling.
17. Never clean or lubricate electrical appliances when they are in operation. When cleaning electrical appliances which are controlled by a switch on the machine, be sure the switch is turned off and the plug removed.
18. Protection should be provided against moving parts on power driven office equipment.

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- B. Flexible Electric Cords
 - 1. Flexible cords shall be maintained in good repair and must bear the Underwriters Laboratory (UL) label. Do not use cords that are frayed or damaged.
 - 2. Flexible cords should be limited to temporary use, and never cross traveled pathways, unless suitably protected to avoid damage and the creation of tripping hazards.
 - 3. Under no circumstances shall any flexible cord or electrical cord be spliced, except by qualified personnel.
 - 4. Never tack cords to the walls, etc., and keep cords away from pinch points and hot or wet surfaces. Never string cords across the ceiling, over pipes or near sinks, and never place cords and plugs under physical stress or tension.
- C. Copy Machines

All copiers should be located in an area with adequate ventilation.
- D. Road and Bridge

Every employee should be constantly watching for hazards along the roadway. If one is noted, prompt action should be taken to remove it or to notify your supervisor.
- E. Equipment and Machinery

All equipment and machinery operators will follow operator's manual and safety recommendations.

6.14 FIRE PREVENTION

- A. Oily rags, waste, etc., shall be placed in metal cans with covers and emptied frequently.
- B. Precautions against fire and explosions shall be used where flammables with a low flash point are used or stored. Some commonly hazardous liquids are paint, gasoline, paint thinners and solvents.
- C. Clean up flammable liquid spills immediately.
- D. Approved safety cans should be used in transporting and storing flammable liquids.
- E. Containers of flammable liquids shall be secured in vehicles before transporting.
- F. All buildings, especially shops and garages, shall be properly equipped with fire extinguishers.
- G. All fire extinguishers shall be visually inspected yearly. They shall be serviced every year or after any of the following acts or conditions:
 - 1. When found necessary in an inspection.
 - 2. When the extinguisher is used or emptied.
 - 3. When there is evidence of tampering.
 - 4. When there is physical damage or corrosion.
 - 5. When it has been exposed to any abnormal temperature, corrosive atmosphere or materials or leading, etc.
- H. A record of inspection shall be kept by the maintenance department and a tag attached to each extinguisher.
- I. One individual shall be appointed to perform inspections and see that extinguishers are serviced and maintain records.
- J. The size, type and quantity of extinguishers installed shall conform to local, state and federal safety and health standards.

6.15 REASON FOR RULES

As your employer, Burnet County is concerned for your safety. As an employee, safety is YOUR responsibility.

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6.16 SEAT BELT POLICY

Burnet County recognizes that seat belts are extremely effective in preventing injuries and loss of life. It is estimated that seat belts reduce the risk of dying in a motor vehicle crash by 45 percent in a car and by as much as 60 percent in a truck or SUV.

Burnet County values the lives and safety of our employees and wants to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees of Burnet County must wear seat belts when operating a county owned vehicle, or any vehicle on county premises, or on county business. All passengers who occupy the vehicle at any time and for any purpose, whether business or personal, are required to use seat belts at all times the vehicle is in motion.

The use of seat belts is to be considered a condition of employment with Burnet County. Failure to abide by this stated policy will be considered a breach of that condition of employment and subject the person in violation to disciplinary action, including suspension and possible termination.

6.17 TOBACCO FREE WORKPLACE

Burnet County endeavors to provide a healthy environment. Therefore, any form of tobacco consumed in county buildings and/or county owned vehicles is strictly prohibited. Additionally, no smoking is allowed within twenty-five (25) feet of exterior entrances. Because of the relative novelty of the technology and the possible relationship to tobacco laws and medical drug policies, electronic cigarette legislation and public health investigations are currently pending in many counties. Current regulations vary widely, from regions with no regulations to others banning the devices entirely. In keeping with efforts to provide a healthy environment, Burnet County prohibits the use of electronic cigarettes in county buildings.

7.00 – USE OF COUNTY PROPERTY

7.01 GENERAL POLICY

Burnet County attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all municipal, county, and state regulations.

7.02 USE OF TOOLS, EQUIPMENT, PROPERTY AND VEHICLES

Employees who are assigned tools or equipment or vehicles by their departments are responsible for them and for their proper use and maintenance.

All county property shall be returned upon termination of employment.

No personal use of any county property, money, materials, supplies, tools, equipment or vehicles is permitted. Violations may result in discharge and possible prosecution.

The use of personal property in the course and scope of employment is at the employee's own risk for loss or damage. Reasonable measures will be taken to safeguard your personal belongings; however, Burnet County assumes no liability for personal property brought into the workplace. Any employee who brings personal property into the workplace assumes the full risk for it should it be lost, stolen, or damaged.

7.03 VALID DRIVER'S LICENSE

All elected officials/employees driving a County-owned vehicle must have a valid Texas Driver's License with a classification which allows for operation of the assigned vehicle(s). If during the course of employment an elected official/employee loses his/her driver's license due to suspension or non-renewal, the elected official/employee shall immediately notify his/her department head/elected official. It shall be the elected official/department head's responsibility to ensure that each of their employees possess a valid Texas Driver's License with the proper classification to operate the employee's assigned vehicle(s). Improper use of a County vehicle shall be subject to disciplinary action. If any employee is excluded from the County's liability insurance coverage due to their driving record, they will become ineligible to drive a County vehicle. An occupational driver's license is not considered a valid driver's license under this section.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or termination.

Burnet County may check employee driving records, at the county's discretion, for all employees who drive for Burnet County business reasons. This includes driving a county owned vehicle or their own car for Burnet County business. Employees who drive for the county must furnish the county with their driver's license number.

7.04 ACCIDENT REPORTING

Any employee operating county equipment or vehicles must report all equipment or vehicular accidents and property damage or liability claims to his/her supervisor and the proper law enforcement agency immediately.

Each vehicular accident, no matter how minor, must be reported to the county in order that an accident report can be filed. Reports should be made to the County Auditor's office. Failure to report accidents may lead to disciplinary action up to and including termination.

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Following all accidents, all drivers will be tested in accordance with our Drug and Alcohol Policy. CDL drivers must follow DOT regulations.

7.05 COUNTY TELEPHONES

No personal long-distance telephone calls shall be charged to any county telephones. Personal long-distance calls shall be charged to credit cards, charges reversed, or charges made to a third number. Personal calls shall be kept to a minimum.

Effective 10/01/2019, Burnet County will not reimburse employees for use of a personal cellular device. Where job needs demand immediate access to an employee, the county may issue a county-owned cellular telephone to an employee for work-related communications. These phones are intended to be used for business purposes and no personal calls are allowed. If personal cellular calls are made which result in a charge to the county, the employee will reimburse the county within 10 days after notification from the Auditor's Office. Burnet County employees to whom cell phones are issued may be required to keep location services enabled. Abuse of county issued cellular phones can result in disciplinary actions, up to and including termination.

7.06 COUNTY VEHICLE USAGES – GENERAL GUIDELINES

All vehicles must be parked at a county facility at the end of each working day unless prior authorization has been granted by their elected official or department head.

Vehicles may be used only for work-related duties and, if authorized, to drive to and from work. Vehicles may be used for no other purpose, except in an emergency, or for trips completely incidental to County employment while driving to and from a County-related job site.

If an elected official/employee uses a County vehicle to commute to and from their primary residence, the fringe benefit use of said vehicle may be included as taxable income of the elected official/employee in accordance with Internal Revenue Commuting Valuation Rules. Marked vehicles used by law enforcement officers used to commute to and from work are considered as qualified non-personal vehicles and the use of such vehicles is not considered taxable income. Unmarked vehicles used by law enforcement officers are also considered as qualified non-personal vehicles and the use of the vehicles by such personnel to commute to and from work is not considered as taxable income. The term "law enforcement officer" means an individual who is employed on either a full-time or part-time basis by a governmental unit that is responsible for the prevention or investigation of crime involving injury to persons or property (including apprehension or detention of persons for such crime), who is authorized by law to carry firearms, execute search warrants, and to make arrests (other than merely a citizen's arrest), and who regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work). Use of either a marked or unmarked vehicle by a person who is not a law enforcement officer would be considered as taxable income.

Only County elected officials/employees, duly commissioned reserve officers authorized by the County Sheriff or Constable, or officers assigned to special operations and/or task force units approved by Commissioners' Court, are authorized to drive a County vehicle. A list of duly commissioned reserve officers authorized by the County Sheriff or Constable to drive a County vehicle shall be maintained by the respective department head/elected official and a copy kept by the Human Resources Office.

A. Personal Use

1. At no time may a County vehicle be used for personal gain, personal business, to drive to a place of secondary or part-time employment not related to County business, or for any other non-County-related use.

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2. Law Enforcement vehicles may be used for special events provided the County is reimbursed at a rate approved annually by Commissioners' Court.
3. County vehicles may not be used as tow vehicles, unless it is for official County business.
- B. Allowed passengers in County vehicles are: a) anyone in the care and custody of a law enforcement official; b) County employees; c) a non-employee on County-related business; and d) any person in need of transport due to an emergency.
- C. In the event of an accident involving a County owned vehicle being used by County elected official/employee for personal reasons, the County elected official/employee will be fully liable for all damage and/or injuries sustained to all parties in the accident.
- D. All drivers of County-owned vehicles, and those using their personal vehicles on County business, shall comply with all applicable State and local laws. It will be the responsibility of the driver to pay any fines imposed for not complying with such laws.
- E. Federal Law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL. Burnet County expressly prohibits anyone operating a County owned vehicle from texting with penalties, up to and including loss of employment.

The Commissioners' Court may grant a vehicle allowance to any elected official/employee deemed appropriate. The vehicle allowance will be paid monthly on the elected official/employee's paycheck as a Taxable Fringe Benefit as designated by IRS Fringe Benefit Guidelines.

7.07 UNIFORM POLICY

If a Burnet County employee receives a county uniform, Burnet County will comply with IRS regulations in determining if the benefit is taxable to the employee.

7.08 USE OF COUNTY CASH FUND

According to LGC Sec. 130.902 (c), a change fund may not be used to make loans or advances or to cash checks or warrants of any kind.

Therefore, no checks will be cashed for any reason from any county change drawer.

7.09 USE OF SIGNATURE STAMP

A signature stamp is used when an elected official or department head authorizes an employee to use the stamp on behalf of the person in authority. An employee who receives permission to use a signature stamp on behalf of a person in authority must account for the proper usage of the instrument. To this end, Burnet County requires the employee to personally sign or initial underneath a stamped signature to identify who placed it there. The employee will become the primary contact in case a document has been erroneously stamped. In case of a mistake, the person who stamped the document will be held accountable. Use the signature stamp on the proper documents and only after the person whose signature is on the stamp and has given permission for its use.

Do not use signature stamps on documents that require a personal review or assessment from the individual whose name is on the stamp. Improper use may result in legal ramification and/or disciplinary steps up to and including termination.

8.00 – DISCIPLINE

8.01 DISCIPLINE

All elected officials are strongly recommended and all department heads, supervisors and anyone responsible for hiring/firing and supervising employees are required to attend an annual HR Seminar provided by the County or by another professional organization.

Each department head shall have the authority to take disciplinary action against an employee when, for whatever reason, the department head feels that such action is necessary to ensure the effective operation of the department or to protect the interest of Burnet County. While all county employees are at-will employees and may be terminated at any time, a department head may choose to take other disciplinary action, depending on the nature and severity of the problem, prior to considering termination of employment. Examples of the disciplinary steps that may be taken include:

1. Oral Warnings; Prepare written account of “oral warning” and file in Personnel file.
2. Written Reprimand
3. Reduction in Pay
4. Suspension with Pay
5. Suspension without Pay; or deduction from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules or violation of safety rules.
6. Demotion
7. Termination

While it would not be possible to list every situation for which disciplinary action would be taken, the following is a brief list of some of those situations for which disciplinary steps would normally be used.

- Insubordination;
- Absence without leave, including failure to notify a supervisor of sick leave and repeated tardiness or early departure;
- Endangering the safety of other persons through negligent or willful acts;
- Intoxication or drug use while on duty;
- Unauthorized use of public funds or property;
- Violation of the requirements of these personnel policies;
- Conviction of a felony;
- Falsification of documents or records;
- Unauthorized use of official information or unauthorized disclosure of confidential information;
- Unauthorized or abusive use of official authority;
- Incompetence or neglect of duty; or
- Disruptive behavior which impairs the performance of others.

9.00 – SEPARATIONS

9.01 RESIGNATION

An employee who intends to resign is encouraged to notify his/her supervisor in writing at least two weeks prior to the last day of work.

9.02 RETIREMENT

The same notice requirements for resignation apply in the case of retirement. Retirement information may be obtained in the Human Resources Office or at www.tcdrs.org.

9.03 REDUCTION IN FORCE

An employee may be separated when his/her position is abolished or when there is either a lack of funds or lack of work.

When reductions in force are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, and (3) qualifications of the employee for remaining positions.

9.04 TERMINATION

Burnet County is an “at will” employer, which means that Burnet County can terminate the employment relationship at any time, with or without prior notice, and for any reason not prohibited by statute.

9.05 DISABILITY

Burnet County adheres to the Americans with Disabilities Amendments Act of 2008, or the ADAAA.

9.06 DEATH

If a county employee dies, his/her estate receives all earned pay and any accrued and payable benefits.

9.07 TERMINATION PAY

Upon separation from county employment, employees will receive their final paycheck on the next regularly scheduled payday after their last day of work or HR receives notification of separation, whichever is later.

Upon separation from county employment, employees will be paid for all unpaid compensatory time on the books.

Upon separation from county employment, employees who have completed one year of continuous service to Burnet County will be paid for accrued and unused vacation leave up to a maximum of 80 hours. In the event of an employee resignation, payment of vacation leave is contingent upon two weeks’ notice and the completions of all scheduled work days in the notice period, unless prior approval is received from the Department Head.

No compensation will be paid upon separation for sick leave, personal leave, or holiday leave still carried on the books.

9.08 EXIT INTERVIEW

All employees terminating from Burnet County are encouraged to complete an Exit Interview with the Human Resources Office.

10.00 – PERSONNEL FILES

10.01 GENERAL

Official personnel files are maintained by the Human Resources Office. The record copy of all personnel information related to an employee shall be filed in the employee's personnel file.

Information in an employee's personnel file must be disclosed upon request unless specific items are accepted from disclosure by law. No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the employee's department head or designated personnel in the Human Resources Office.

Employees are expected to inform the Human Resources Office of any changes in or corrections to information recorded in their individual personnel file, such as home address, telephone number, person to be notified in case of an emergency, or other pertinent information.

10.02 LEAVE RECORDS

Official records of vacation, sick, holiday, personal leave, and compensatory time accrual and usage will be kept for each employee by the Human Resources Office. Leave records will be reconciled and updated after the close of each payroll, with accruals being posted at the end of each month. Leave balances are shown on the official record to reflect any remaining time to which an employee is entitled.

11.00 – TRAVEL EXPENSES

11.01 ELIGIBILITY

Any employee of Burnet County required to travel in the performance of county business shall be reimbursed as provided for in these policies. Such travel shall be at the discretion of the department head. Use of county vehicles is encouraged whenever possible. Once an employee has given notice of resignation, they do not qualify for reimbursements to attend schools, conferences or any other non-required travel.

11.02 TRANSPORTATION COST

An employee using a private motor vehicle for transportation shall be reimbursed at the rate per mile allowable by IRS guidelines for actual mileage traveled using the shortest route to and from his/her destination.

When two or more employees travel in the same vehicle, only one may claim mileage reimbursement. This provision, however, shall not preclude any employee from receiving reimbursement for other eligible expenses incurred.

When an employee or elected official uses another mode of transportation, such as a bus, air or train, reimbursement shall be for the actual cost of the transportation. A ticket receipt must accompany the expense report. Employees and elected officials shall not be reimbursed for use of a rental car except where the cost of other transportation would exceed the cost of a rental car or is not available.

11.03 LODGING COST

Burnet County will pay for accommodations up to the single room rate unless two or more County employees enrolled in the conference are sharing a room.

Burnet County will pay for the prior night of lodging accordingly:

Miles	Training Start Time
60 – 120	at or before 10:30 a.m.
121 – 240	at or before Noon (12:00 p.m.)
241 – 360	at or before 3:00 p.m.
361 – 480	at or before 6:00 p.m.

If an employee travels more than 480 miles, Burnet County will pay for the prior night regardless of the training start time.

11.04 MEALS

Employees or elected officials traveling outside the county may receive a per diem not to exceed \$63.00 per day for meals, providing they are traveling overnight on official business.

Any amount in excess of the IRS per diem rate will be considered a taxable fringe benefit. Breakfast will be paid for if you travel before 6:30 a.m. Lunch will be paid for if you travel before 10:30 a.m. Dinner will be paid for if you travel after 7:00 p.m. Amounts for each meal would be as follows: Breakfast - \$16.00, Lunch - \$19.00, and Evening - \$28.00.

The employee has the option of presenting receipts not to exceed \$63.00.

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Employees that travel without an overnight stay must present receipts for reimbursement to be reimbursed on the employee's next paycheck. Amounts for each meal are as follows: breakfast may be reimbursed at \$16.00, lunch at \$19.00, and dinner at \$28.00. These meals are taxable as wages to the employee because travel must be away from home overnight to be excludable.

Burnet County will not reimburse for the following items:

- a. Alcoholic beverages;
- b. Optional Meals added as part of event registration;
- c. Guests' meals;
- d. Meals supplied by event sponsors (excluding breakfast).

Burnet County credit cards MAY NOT be used for payment of out-of-town conference/training meals.

11.05 INCIDENTAL EXPENSES

Employees or elected officials shall be reimbursed for the actual cost of the following incidental expenses incurred during official travel:

- Meals not to exceed Per Diem
- Standard Parking fees
- Bus fares
- Toll charges
- Gratuities
- Registration Fees
- Hotel/Motel
- Automobile Rental
- Registration
- Transportation Costs
- Airplane Travel
- Taxi Service

Receipts for these expenses shall be attached to the expense report for reimbursement.

Employees or elected officials shall not be reimbursed for expenditures incurred for the sole benefit of the traveler such as valet service, entertainment, movie rentals, etc. Other expenditures not reimbursable include:

- a. Traffic fines for parking or speeding violations
- b. Lost or stolen cash or other personal property
- c. Repairs to personal vehicles used for County travel
- d. Cancellation fees for unreasonable failure to cancel hotel or transportation reservations
- e. Spouse or family member expenditures
- f. Commuting costs between home and the office
- g. Laundry services

11.06 EXPENSE REPORT

All elected officials and employees filing an expense report shall do so within 30 days after the last date of travel. The expense report must be properly filled out, accompanied by the pertinent receipts, and signed by the department head. Reports are to be filed with the Auditor's Office.

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11.07 TRAVEL EXPENSE ADVANCES

In order to receive an advance on travel expenses, a Request for Advance Travel Expenses form covering hotel fees, meals, known parking fees, rental car fees, etc., must be submitted to the County Auditor's Office at least two weeks prior to departure. Upon return to Burnet County, a Travel Expense Report form must be completed and submitted to the County Auditor's Office. Any refund due the county will be paid to the County Treasurer's Office.

11.08 OUT-OF-STATE TRAVEL

All out-of-state (with exception of emergencies) travel must be approved in advance by Commissioners' Court.

11.09 NON-TRAVEL MEALS

This policy provides guidelines to departments concerning when non-travel meals, refreshments and related expenses may be paid for from County funds.

Generally, meals provided to employees are considered taxable wages that must be reported on form W-2, subject to Federal income tax withholding, social security and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC), IRC §61. § 3121, § 3401.

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically-either as advances or reimbursements-for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses; (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. IRC § 62(c); Reg §1.62-2©; Reg§1.274-5T.

Adequate accounting per IRS publication 5137 states, "The employee must verify the date, time, place, amount and business purpose of expenses. Receipts are required unless the reimbursement is made using per diem rates (per diem rates are only available for certain expenses). Treas. Reg. 1.62-2(e), IRC Section 274(d) and Revenue Procedure (Rev. Proc.) 2011-47"

Government Code §611.001 Employees may be reimbursed with public funds for meal expenses only to the extent the expenses are reasonable and necessary and serve a public purpose.

The Burnet County Commissioners' Court authorizes reimbursement for non-travel expenditures of food or refreshments as allowed by law for the following:

- Jurors (Code of Criminal Procedure Art. 104.001)
- Prisoners (Code of Criminal Procedure Art. 104.002)
- AgriLife Extension (Agriculture code §43.033)
- Annual County-wide events approved by the Commissioner's Court such as: the HHW event, the annual county-wide employee appreciation banquet and county-wide healthy county events.
- Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. Such as employees performing road work or outdoor maintenance work.

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Reimbursement for all other non-travel meals paid for with county funds must be approved by the Commissioners' Court. County credit cards may not be used for meal expenditures not listed in this policy without prior approval from the Commissions' Court. Approved CC 1/9/23

12.00 – INTERNET, EMAIL

Email and internet are common tools for today's workplace. Faster communication and increased productivity results from this access to greater resources. However, such tools can be misused and cause harm. These policies are designed to avoid such issues and to promote an efficient workplace.

12.01 PROPERTY

Burnet County provides internet access to its employees for the sole purpose of conducting county business. Any and all messages, documents, emails, or work created or received on the county's email system is the property of Burnet County. All such property is subject to review by county officials without employee notice at any time. All such property is subject to disclosure to the Burnet County Attorney and/or the Burnet County Judge if part of an internal investigation.

12.02 PERSONAL USE AND PRIVACY ISSUES

A reasonable but limited amount of personal use of the county provided access and email system is allowed by county employees according to the direction of the Department Head or Elected Official. However, such use must not interfere with employee productivity (inside the department or in any other department), must not negatively affect the efficiency of the county's network, and must adhere to all Technology policies. Should an employee use the county's network resources for personal use, such information shall become the property of Burnet County. **Employees should not expect such information to be private in any manner, including personal communications when using county network resources.**

Any and all communications or documents placed on the county internet/email systems (whether related to county business or otherwise) must be appropriate at all times. No personal beliefs, mottos, religious references, or humorous references are allowed. Email signatures, regardless of origin (county address or otherwise) used on correspondence created or saved onto the county network must not contain such information.

All county email addresses may be monitored. Any communication made on the county email/internet systems, personal in nature or related to county business may be monitored. Monitoring will occur only at the written request of the Department Head or Elected Official of the employee(s) in their department; or, at the written direction of the Burnet County Judge and/or Burnet County Attorney if part of an internal investigation. Elected Officials or Department Heads may only require monitoring of employees under their direct supervision. Any violation of these policies reported to the Technology Department will be directed to the appropriate Department Head or Elected Official for potential investigation. Should the alleged violator be a Department Head or Elected Official, the Technology Director shall notify the Burnet County Judge and/or the Burnet County Attorney.

County email accounts and/or online county business accounts may not be forwarded or tied to any personal email accounts at any time. All user names, passwords, or other login information of any online account used for county business must be documented and provided to the Department Head or Elected Official of that department.

12.03 PUBLIC RECORDS

Email pertaining to county business is subject to the Public Information Act. Information viewed as confidential should not be discussed in an email unless it relates to a legal matter and confidentiality privileges apply. Conducting county business on personal devices may subject the device to the Public Information Act.

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Regarding Public Information Act, the Technology Department may provide the public with forms online to make records requests. Such requests must identify the specific department from which the requestor desires information and be sent to that department. The County Attorney shall be available to assist any Department Head and/or Elected Official in legal advice regarding Public Information requests.

12.04 NETWORK ACCESS AND TECHNICAL SUPPORT

Technical support is provided by the Technology Department which shall include configuration of network access, email setup and installation and support of approved software and hardware. The Technology Department will provide troubleshooting of issues arising from normal business operations on county owned equipment.

Safety of the county network can be compromised due to unauthorized activities possibly bringing the entire network system down. The costs and/or repairs resulting from the misuse of County equipment, including the county network system, will be reported to the County Judge and/or County Attorney for review. The possibility of seeking reimbursement from the offending county department may occur.

Electronic devices may not be added to the County network without prior written approval of the Technology Department. Should a request be denied, the matter may be reviewed by the elected official in charge of the department, the Burnet County Judge.

Use and installation of personal hardware or software for county business (including but not limited to laptops, pad's, cell phone chargers and applications, mp3 players, etc.) on county equipment or county network must be approved by the Technology Coordinator. Approved equipment must be verified to have adequate virus protection and compatible configuration prior to connection on the county network.

12.05 BANDWIDTH USAGE

Bandwidth is limited to a fixed amount supplied to the county by the internet service provider. Following examples reduce bandwidth availability which results in slower network speeds:

- Viewing online videos
- Listening to internet radio
- Downloading music or videos

12.06 NETWORK AND WORKSTATION MONITORING

Bandwidth usage and network activity will be monitored at any time by the Technology Department for troubleshooting purposes and to monitor network efficiencies. Any concerns arising from this action will be addressed with the appropriate Elected Official(s) or Department Head(s). Any Elected Official and/or Department Head may request a review of any computer in their department to insure proper usage. The request must be done in writing before any monitoring occurs.

Upon request, the Technology Director may be able to report on the websites visited on the requested computer, date and time of activity, and attempts to access prohibited sites.

NOTICE: Be advised that many websites will place unauthorized "markers" on a computer even if not directly opened.

12.07 ACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES:

- Conducting county business;
- Research for county business;
- Information gathering for county business;
- Limited work-related social media and video use as authorized by Elected Official or Department Head.

In the event a blocked website is needed for county business purposes such as official investigations, training or webinars, such access must be requested in writing by a Department Head and/or Elected Official. Request must provide the name of the employee involved, the IP address of the computer to be used (if known), and the sites to be accessed along with a range of dates for this use.

12.08 UNACCEPTABLE USE OF COUNTY EMAIL AND INTERNET RESOURCES

- Accessing, sending, or forwarding email that violates county policy or is not county business;
- Engaging in an activity that is fraudulent, illegal, or malicious;
- Accessing, sending, forwarding, receiving or storing anything offensive, obscene, or defamatory or that tends to interfere with the productivity of other employees;
- Sending email that is considered to be harassing to the recipient or to any person who may be discussed within the email;
- Using email or county equipment for personal gain;
- Streaming audio or video websites, including YouTube and internet radio sites for non-work related purposes;
- On-line personal shopping;
- On-line gaming or gambling;
- Instant messaging for other than work related communications.

Violation of acceptable use will be reported to the user's Department Head or Elected Official which may subject the offender to disciplinary action up to and including possible termination. Repeated violations of acceptable use policy by an employee may lead to permanent loss of access which could affect that person's ability to fulfill their job requirement.

12.09 DOWNLOADING INFORMATION/COPYRIGHT

Downloading software without approval from the Technology Department is prohibited. Most software is subject to federal copyright laws in the same manner that written and recorded copyrighted material is protected. Information found on the internet does not give one the right to its use for free, or for unlimited purposes. The exception is information that contains a disclaimer to provide that right.

In general, internet users are allowed one download of copyrighted material for personal use. Any further downloading or use of copyrighted material without the permission of the copyright owner may lead to legal action. Downloading files and/or software from unauthorized sites may lead to spyware or viruses being installed on workstations and infecting the network.

12.10 DOCUMENT RETENTION

Email and electronic documents should be deleted from computers as soon as it is no longer needed or required to be kept. Email messages are simply electronic documents and should be considered no different than any other written county correspondence. It is the content and function of an email message that determines the retention period for the message.

The State of Texas has guidelines for all documentation. Examples:

Administrative Correspondence – 3 years

General Correspondence – 1 year

Transitory Information – After purpose of record has been fulfilled.

For more information regarding State retention policies, visit the TSLAC website.

<http://www.tsl.texas.gov/slrmlgschedules/index.html>

If the information must be stored for an extended period, it should be moved to disk or other external storage system. Contact the IT Director to assist with needed back up plans, futures, and best system of back up.

12.11 PASSWORD

Each user should have a unique logon name and password for any county owned technology device that uses the internet and email. Passwords should be changed periodically. It is vital to keep logon names and passwords confidential to all except to an employee's supervisor(s). ******Please note that the use of passwords does not give any expectation of privacy.***

12.12 VIOLATIONS OF TECHNOLOGY POLICY

Any violation(s) of the Burnet County technology policies will be immediately reported to the violator's Department Head and/or Elected Official. Depending on level of violation, disciplinary action, including but not limited to termination or employment, may result. A third violation of a technology policy by an employee may result in a recommendation from the Technology Department to block all internet use for said employee.

12.13 EQUIPMENT SPECIFICATIONS AND MINIMUM SYSTEM CONFIGURATION

All technology equipment purchased with county funds, grants or other special funds, and requiring approval by Commissioners' Court will be pre-approved by the Technology Director when necessary to verify compatibility prior to presenting to the court.

All computers on the network must meet current minimum system requirements at all times. These requirements will be reviewed annually by the Technology Director and reported to Commissioners' Court.

12.14 REQUESTS FOR TECHNICAL SERVICE

Technical support requests should be made *in writing* and may be emailed to support@burnetcountytexas.org or submitted through the Burnet County Communication Client icon. Contact the Technology Department for more information.

12.15 REMOTE ACCESS TO COUNTY DATA

Access to County information needed by Department Heads, Elected Officials, or their staff while away from county offices must be requested in writing. Please include employee name, data access needed, time frame and reason for remote access. Note: Department Head or Elected Official is responsible for monitoring hourly employee's time properly while working offsite.

12.16 COUNTY AND DEPARTMENT WEBSITES

The Technology Department manages the County's website. Department Heads and/or Elected Officials are responsible for maintaining their individual department pages. Technology staff will provide training and assistance as needed. Individual web pages must follow the same template for all departments in order to provide a uniform appearance of county website. Reviews of the county website will be done monthly by technology staff. Department Heads or Elected Officials will be notified if web pages for their department(s) appear to be outdated.

12.17 COURTS AND JUSTICE MANAGEMENT

Burnet County uses a countywide case management system that enables information to flow from an arrest to the disposition of a court case.

To ensure permissions to be granted to case management information are properly documented and assigned, rights and roles assignments must be requested in writing to include the Technology Department and the Elected Official who is statutory custodian of requested records.

The following are the statutory custodians of county records:

- County Clerk for County Court at Law and County Court data
- County Attorney for County Prosecutor data
- District Clerk for District Court and County Court at Law data
- District Attorney for District Prosecutor data
- Sheriff's Office for Law Enforcement and Jail data
- JP offices for each Justice of the Peace precinct's data

12.18 STATE MANDATED ANNUAL CYBERSECURITY TRAINING

Texas [House Bill 3834](#), effective June 14, 2019, requires all elected officials and most local government employees to complete an annual cybersecurity training program that has been certified by the [Texas Department of Information Resources \(DIR\)](#). Employees will be provided with the necessary link and login information to complete this annual training. Access to any Burnet County network or system (including, but not limited to, Odyssey, Time Clock, Incode) will be suspended for any employee who has not completed training by the stated deadline.

12.19 SOCIAL MEDIA DEVICES AND SERVICES PROHIBITED ON COUNTY DEVICES

Burnet County prohibits the installation or use of the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or a social media application or service specified by proclamation of the governor on any device owned or leased by Burnet County and requires the removal of covered applications from those devices.

The installation and use of a covered application may be acceptable to the extent necessary for providing law enforcement, or developing or implementing information security measures. In order for the installation to be approved, Burnet County must require the use of the measures to mitigate risks posed to this state during the use of the covered application, and the documentation of those measures.

Burnet County

Covered Applications and Prohibited
Technology Policy

Date: September 16, 2024

Version: 1.0

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1.0 INTRODUCTION

1.1 PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

As required by the Governor's directive and Senate Bill 1893, this model policy establishes a template that entities subject to the directive or bill may mimic to prohibit the installation or use of covered applications or prohibited technologies on applicable devices.

1.2 SCOPE AND APPLICATION

Due to distinctions in requirements between the Governor's directive and SB 1893, Sections 2 and 3 apply to distinct organizations. Where appropriate, each section will identify the unique entities to whom the section applies and the appropriate definitions.

Governmental entities, including local governments, must adopt a covered applications policy as described by [Section 2.0](#).

State agencies to whom the Governor issued his December 7, 2022, directive must adopt a prohibited technology policy as described by [Section 3.0](#). To the extent a state agency is also subject to the requirements of Senate Bill 1893, that agency must also adopt a covered applications policy as described by [Section 2.0](#).

2.0 COVERED APPLICATIONS POLICY FOR GOVERNMENTAL ENTITIES

2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, governmental entities, as defined below, must establish a covered applications policy:

- A department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Education Code Section 61.003.

- The supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial Council or another agency in the judicial branch of state government.
- A political subdivision of this state, including a municipality, county, or special purpose district.

This policy applies to all Burnet County full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All Burnet County employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 COVERED APPLICATIONS ON GOVERNMENT-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

Burnet County will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

Burnet County will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- a. **[Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.]**
- b. **[Maintain the ability to remotely wipe non-compliant or compromised mobile devices.]**
- c. **[Maintain the ability to remotely uninstall unauthorized software from mobile devices.]**
- d. **[Other Governmental Entity-implemented security measures.]**

2.3 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then Burnet County will remove and prohibit the covered application.

Burnet County may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 BRING YOUR OWN DEVICE POLICY

If Burnet County has a "Bring Your Own Device" (BYOD) program, then

Burnet County may consider prohibiting the installation or operation of covered applications on employee-owned devices that are used to conduct government business.

2.5 COVERED APPLICATION EXCEPTIONS

Burnet County may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows Burnet County to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If Burnet County authorizes an exception allowing for the installation and use of a covered application, Burnet County must use measures to mitigate the risks posed to the state during the application's use **including:**

- **Measures that Burnet County deems appropriate for its own policy.**

Burnet County must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

[A Governmental Entity may include additional language within its policy as to which employees may install and use the covered application subject to its exception.]

3.0 PROHIBITED TECHNOLOGY POLICY FOR STATE AGENCIES

3.1 SCOPE

This policy applies to all state agencies to whom the Governor issued his December 7, 2022, [directive](#). This policy applies to all Burnet County employees, including interns and apprentices, contractors, and users of state networks. All Burnet County employees, contractors, and state network users to whom this policy applies are responsible for complying with these requirements and prohibitions.

3.2 STATE AGENCY-OWNED DEVICES

Except where approved exceptions apply, the use or download of prohibited applications or websites is prohibited on all state-owned devices, including cell phones, tablets, desktop and laptop computers, and other internet capable devices.

The State Agency must identify, track, and control state-owned devices to prohibit the installation of or access to all prohibited applications. This includes the various prohibited applications made available through application stores for mobile, desktop, or other internet capable devices.

The State Agency must manage all state-owned mobile devices by implementing the security controls listed below:

- a. Restrict access to "app stores" or nonauthorized software repositories to prevent the install of unauthorized applications.
- b. Maintain the ability to remotely wipe noncompliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
- d. Deploy secure baseline configurations for mobile devices as determined by State Agency.

3.3 PERSONAL DEVICES USED FOR STATE AGENCY BUSINESS

Employees and contractors may not install or operate prohibited applications or technologies on any personal device that is used to conduct state business, which includes using the device to access any state-owned data, applications, email accounts, non-public facing communications, state email, VoIP, SMS, video conferencing, CAPPs, Texas.gov, and any other state databases or applications.

A state agency that authorizes its employees and contractors to use their personal devices to conduct state business must also establish a "Bring Your Own Device" (BYOD) program. If an employee or contractor has a justifiable need to allow the use of personal devices to conduct state business, the employee or contractor must ensure that their device complies with State Agency's BYOD program, which may include proactive enrollment in the program.

State Agency's BYOD program prohibits an employee or contractor from enabling prohibited technologies on personal devices enrolled in the State Agency program.

3.4 SENSITIVE LOCATIONS

State Agency will identify, catalogue, and label all sensitive locations. A sensitive location is any location, physical or logical (such as video conferencing, or electronic meeting rooms), that is used to discuss confidential or sensitive information including information technology configurations, criminal justice information, financial data, personally identifiable data, sensitive personal information, or any data protected by federal or state law.

An employee whose personal device, including their personal cell phone, tablet, or laptop, is not compliant with this prohibited technology policy may not bring their personal device into sensitive locations. This includes using their unauthorized personal device to access any electronic meeting labeled as a sensitive location.

Visitors granted access to sensitive locations are subject to the same limitations as employees and contractors. If a visitor is granted access to a sensitive location and their personal device has a prohibited application installed on it, then the visitor must leave their unauthorized personal device at an appropriate location that is not identified as sensitive.

3.5 NETWORK RESTRICTIONS

DIR has blocked access to prohibited technologies on the state network. To ensure multiple layers of protection, State Agency has also implemented additional network-based restrictions, which include:

- a. Configuring agency firewalls to block access to statewide prohibited services on all agency technology infrastructures, including local networks, WAN, and VPN connections.
- b. Prohibiting personal devices with prohibited technologies installed from connecting to agency or state technology infrastructure or state data.
- c. With the State Agency executive head's approval, providing a separate network that allows access to prohibited technologies with the approval of the executive head of the agency.

3.6 PROHIBITED TECHNOLOGIES EXCEPTIONS

Only the State Agency executive may approve exceptions to the ban on prohibited technologies. This authority may not be delegated. All approved exceptions to applications, software, or hardware included on the prohibited technology list must be reported to DIR.

Exceptions to the prohibited technology policy must only be considered when:

- the use of prohibited technologies is required for a specific business need, such as enabling criminal or civil investigations; or
- for sharing of information to the public during an emergency.

For personal devices used for state business, exceptions should be limited to extenuating circumstances and only granted for a predefined period of time. To the extent practicable or possible, exception-based

use should only be performed on devices that are not used for other state business and on non-state networks, and the user should disable cameras and microphones on devices authorized for exception-based use.

3.7 BRING YOUR OWN DEVICE POLICY FOR A GOVERNMENTAL ENTITY NOT SUBJECT TO THE GOVERNOR'S PROHIBITED TECHNOLOGY DIRECTIVE

If a Governmental Entity is not subject to the Governor's prohibited technology directive but is subject to Senate Bill 1893, it may also consider prohibiting the installation or operation of prohibited technologies and covered applications on employee-owned devices that are used to conduct government business.

If Burnet County has a "Bring Your Own Device" (BYOD) program, then Burnet County shall institute a "Bring Your Own Device" (BYOD) policy requiring the enrollment of these personal devices in the entity's program before their continued use in conducting governmental business.

3.8 ONGOING AND EMERGING TECHNOLOGY THREATS PURSUANT TO THE GOVERNOR'S DIRECTIVE

To provide protection against ongoing and emerging technological threats to the state's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional technologies posing concerns for inclusion in this policy.

DIR posts the list of all prohibited technologies, including applications, software, hardware, or technology providers, to its website. If, after consultation between DIR and DPS, a new technology must be added to this list, DIR will update the prohibited technology list posted on its website.

State Agency will implement the removal and prohibition of any listed technology on all applicable devices. State Agency may prohibit other technology threats in addition to those on the posted list should State Agency determine that such prohibition is appropriate.

4.0 POLICY COMPLIANCE

All **State Agency** employees shall sign a document annually confirming their understanding of the agency's covered applications and prohibited technology policies. Governmental entities that are subject to Senate Bill 1893 but not subject to the Governor's December 07, 2022, directive may elect not to require employees to complete an annual certification.

Burnet County will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

5.0 POLICY REVIEW

This policy will be reviewed **every five years** and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of Burnet County.

13.00 – BURNET COUNTY FRAUD POLICY

13.01 BACKGROUND

The County fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against Burnet County. It is the intent of the County to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

13.02 SCOPE OF POLICY

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other related parties with a business relationship with Burnet County.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the County.

13.03 POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of management will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the County Attorney, who coordinates all investigations both internal and external.

13.04 ACTIONS CONSTITUTING FRAUD

The terms defalcation, misappropriation, and other fiscal wrongdoings refer to, but are not limited to:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document or account belonging to the County;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Profiteering as a result of insider knowledge of County activities;
- Disclosing confidential and proprietary information to outside parties;
- Disclosing to other persons securities activities engaged in or contemplated by the County;
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the County. Exception: Gifts less than \$20 in value;
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related inappropriate conduct.

13.05 OTHER INAPPROPRIATE CONDUCT

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management.

If there is any question as to whether an action constitutes fraud, contact the County Attorney for guidance.

13.06 INVESTIGATION RESPONSIBILITIES

The County Attorney has the primary responsibility for the initial investigation of all suspected fraudulent acts as defined in the policy. Decisions to prosecute or refer to examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made by the County Attorney, who shall report said findings and conclusions to the Commissioners' Court.

13.07 CONFIDENTIALITY

Burnet County treats all information received *confidentially*. Any employee who suspects dishonest or fraudulent activity will notify the County Attorney immediately, and *should not attempt to personally conduct investigations or interview/interrogations* related to any suspected fraudulent act (see REPORTING PROCEDURE section below). Investigations *will not be disclosed or discussed* with anyone other than those who have legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the County from potential civil liability.

13.08 AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the Investigation Unit will have:

1. Free and unrestricted access to all County records and premises, whether owned or rented;
AND
2. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

13.09 REPORTING PROCEDURES

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. An employee who discovers or suspects fraudulent activity will *contact the County Attorney immediately*. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the County Attorney.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with *anyone*, unless specifically asked to do so by the County Attorney.

13.10 TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the department head. The County Attorney does not have authority to terminate an employee. The decision to terminate an employee is made by the employee's management.

13.11 ADMINISTRATION

The Commissioners' Court is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT A: HARASSMENT REPORT COMPLAINT FORM

Harassment is defined as any employee's visual, physical or verbal conduct toward another employee that interferes with the employee's working environment and job duties.

Burnet County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, race, color, religion, national origin, age, pregnancy, disability, family or military leave status or veteran's status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of; the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance.

Harassment is strictly prohibited by Burnet County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business. All harassment should be reported immediately.

COMPLAINANTS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

ALLEGED HARASSERS NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

Complainant, describe the harassment in precise terms. Verbal harassment requires the entire conversation, verbatim (attach additional page if needed) _____

Complainant, if physical harassment is involved describe the conduct with specificity. Include the physical circumstances of the alleged harassment, the date, time, location and names of witnesses, if any (attach additional page if needed): _____

Has the harassment ever happened before? _____

If so, when? _____

Where? _____

Was the incident reported to authorized personnel (include name of authorized personnel): _____

Describe the effects of the harassment. _____

Were medical personnel contacted (include name of medical personnel): _____

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT B: ALOCHOL AND DRUG TESTING FOR REASONABLE CAUSE

Reasonable Suspicion Testing: If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor, will require that employee to submit to a breath test, urinalysis and/or blood test. The following conditions may be signs of possible alcohol or drug use (this list is not all-inclusive):

- | | |
|---|--|
| <ul style="list-style-type: none">• Abnormally dilated or constricted pupils• Glazed stare – redness of eyes (sclera)• Flushed face• Change of speech (i.e. faster, slower, slurred)• Constant sniffing• Increased or unexplained absences• Redness under the nose• Sudden weight loss• Needle marks• Change in personality (i.e. paranoia, anger) | <ul style="list-style-type: none">• Increased appetite for sweets• Forgetfulness – performance altering – poor concentration• Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for more money• Constant fatigue• Hyperactivity• Smell of alcohol• Difficulty walking or standing• Dulled mental processes• Slowed reaction rate |
|---|--|

BURNET COUNTY SUPERVISOR, state objective facts giving rise to the belief that the employee is under the influence of alcohol or a controlled substance: _____

EMPLOYEE'S NAME: _____

JOB TITLE: _____

BUSINESS PHONE: _____

CURRENT EMPLOYMENT STATUS: _____

DEPARTMENT: _____

BURNET COUNTY EMPLOYEE is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of Burnet County policy. Refusal to consent to a drug test when requested may result in immediate termination.

I understand and agree that the test(s) I am about to receive include(s) a test for alcohol, illegal drugs, and/or controlled substances.

I hereby give my consent to Burnet County to perform these tests. I understand that if I decline to sign this consent form and thereby decline to take the tests that my refusal may result in immediate termination.

Employee's Signature

Date

Supervisor's Signature if employee refuses to sign

Date

Burnet County
Personnel Policies & Employee Handbook

EXHIBIT C: BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES

**EXHIBIT D:
BURNET COUNTY EMPLOYEE TIMECLOCK PROCEDURES**

11/16/2018
1:31:44 PM

Select Company Burnet County Texas 1

ID Number

CLOCK IN **CLOCK OUT**

LEAVE ON BREAK RETURN FROM BREAK

LOG ON TO DASHBOARD

TO CLOCK IN AND OUT

- Go to Time Clock Plus (<https://time.burnetcountytexas.org/app/webclock/#/EmployeeLogOn>)
- Enter 4-digit Employee ID Number
- To Clock In – Click on “Clock In”
- To Clock Out – Click on “Clock Out”
- Enter 4-digit PIN (Last 4 of your Social Security Number)
- Click on “Log On”
- You should receive a confirmation that you were Clocked In or Clocked Out
- If you forget or are unable to Clock In or Clock Out, contact your Manager.

You may select “Log On To Dashboard” to view your hours and accruals.

NON-DISCRIMINATION AND ANTI-HARASSMENT

Burnet County strives to be an employer of choice and endeavors to provide an optimal work environment and experience for County employees, free of discrimination and harassment.

NON-DISCRIMINATION

Protections against discrimination provided to employees under state and federal law are detailed in the table below. These protections and the expectation of compliance apply to all employees and officials, regardless of their position. Contact Human Resources for more information.

Employment Law	Coverage	References
Title VII Civil Rights Act (1963)	Prohibits employment discrimination based on race, color, religion, sex or national origin.	View EEOC Know Your Rights: Workplace Discrimination is illegal poster here
Civil Rights Act (1991)	Provides amendments to 1963 Act to strengthen civil rights laws and deter unlawful harassment and discrimination in the workplace.	
Equal Pay Act (EPA)	Protects against sex-based wage discrimination for performance of substantially the same work in the same establishment.	- The EPA is an amendment within the FLSA, under enforcement of the EEOC - View EEOC information on Equal Pay and Compensation Discrimination here - View FLSA Employee Rights poster here - See related policies in Employment and Compensation sections within this policy manual
Fair Labor Standards Act (FLSA)	Establishes minimum wage, overtime pay, recordkeeping and youth employment standards.	
Age Discrimination in Employment Act (ADEA)	Provides protection against discrimination in employment for employees 40 years of age or older.	See information on age discrimination on the Department of Labor (DOL) website here
Americans with Disabilities Act (ADA, 1990) Americans with Disabilities Act Amendments Act (ADAAA, 2008)	Prohibits discrimination in recruitment, hiring, training, promotion, and compensation based on candidate or employee disability. Requires employers make reasonable accommodation to the known limitations of otherwise qualified individuals with disabilities, unless the accommodation will cause the employer an undue hardship	- Information and resources can also be found at www.ADA.gov - A Reasonable Accommodation Request Form may be found here

NON-DISCRIMINATION AND ANTI-HARASSMENT

NON-DISCRIMINATION

Protections against discrimination provided to employees under state and federal law are detailed in the table below. These protections and the expectation of compliance apply to all employees and officials, regardless of their position. Contact Human Resources for more information.

Employment Law	Coverage	References
Pregnant Workers Fairness Act (PWFA)	Requires employers to provide reasonable accommodations for limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship	- View PWFA poster here - View tips for Tips for Asking for Reasonable Accommodation here - A Reasonable Accommodation Request Form may be submitted to Human Resources
Genetic Information Nondiscrimination Act (GINA)	Protects individuals against employment discrimination based on genetic information, such as genetic test results and family medical history.	View a fact sheet on GINA here
Creating a Respectful and Open World For Natural hair (CROWN) Act	Prohibits discrimination in employment, education, and housing based on hair texture or protective hairstyles associated with race.	See information on the Crown Act at the Anti-Defamation League (ADL) website here
Uniformed Services Employment and Reemployment Act (USERRA)	Protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service.	- View USERRA poster here - See Civil Leave policy for guidance on military leave request - See FMLA Military Exigency and Caregiver policy sections related to deployment or servicemember injury of a qualifying family member
The Texas Whistleblower Act	Provides protection for public employees who report violations of law by their employer. An employer may not suspend, terminate, or take other adverse personnel action against a public employee in retaliation to a report under the Act.	- See Texas Legal Code, Chapter 554 Protection for Reporting Violations of Law - Visit www.whistleblowers.gov

NON-DISCRIMINATION AND ANTI-HARASSMENT

ANTI-HARRASSMENT

Harassment is prohibited by law and is not tolerated by Burnet County. Prompt and appropriate action will be taken in response to complaints, reports, or knowledge of violations of this policy.

Definition of Harassment

Harassment is defined as repeated, unwelcome conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, age (40 and older), disability, or genetic information (including family medical history), or in retaliation for filing a charge or participating in an investigation or proceeding under one of the above-mentioned employment laws.

Actions that constitute harassment may include any unwelcome conduct that belittles, shows hostility, or ridicule, when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment.

Sexual Harassment

Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment.
- Off-duty actions may constitute sexual harassment.

Examples of Sexual Harassment

- Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks.
- Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches.
- Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings.

Other Types of Harassment

Verbal: includes insults, slurs, name-calling, offensive remarks, jokes, and profanity.
Visual: can consist of sending or displaying offensive images or messages.
Physical: blocking movement, threats of harm, intimidating gestures, or assault.

Employee Responsibility

Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.

NON-DISCRIMINATION AND ANTI-HARASSMENT

ANTI-HARRASSMENT

Harassment is prohibited by law and is not tolerated by Burnet County. Prompt and appropriate action will be taken in response to complaints, reports, or knowledge of violations of this policy.

Harassment Reporting	Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals. • Their supervisor • The next level of management above their supervisor • The Human Resources Department All harassment complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. All complaints will be investigated. Violations may result in disciplinary action up to and including termination of employment.
Disciplinary Measures	Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Retaliation	Retaliation against public employees who report official wrongdoing, including harassment, is prohibited. An employee who reports a violation of the law to an appropriate law enforcement authority cannot be wrongfully suspended or terminated, or otherwise discriminated against or harassed by the County or an Elected Official.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

7.

Meeting Date: 09/30/2025

Subject

Discuss, consider, and take appropriate action regarding revising Burnet County Commissioners Court Agenda Item Request Form to 'Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) or countyjudge@burnetcountytexas.org no later than noon on Tuesday prior to the meeting date requested.' as a result of H.B. No. 1522 from the Texas Legislative 89th Regular Session. (Wilson/ Glaeser)

Attachments

Agenda Item Request Form

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) or countyjudge@burnetcountytexas.org no later than noon on Tuesday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: countyjudge@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date:
Commissioners Court Date:

Requested by:

AGENDA ITEM:

Judge Wilson

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Collier

Commissioner Pct. 4 Dockery

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

8.

Meeting Date: 09/30/2025

Subject

Discuss, consider, and take appropriate action regarding the acceptance of .75 acre property donated by Mr. Ray Bizzell in the Briggs, Texas. Said property lies adjacent to land already owned by Burnet County and commonly referred to as the Briggs Community Center. (Beierle)

Attachments

Donation Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION DEED

THE STATE OF TEXAS

§

§

COUNTY OF BURNET

§

Ray Bizzell herein referred to as "Grantor," for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, to Grantors' hand paid by **BURNET COUNTY, TEXAS**, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Donated and by these presents do Grant, Give, and Convey unto **BURNET COUNTY, TEXAS**, 0.75-acre tract of land identified as Lot 3, Block 1, Briggs, Texas the plat of which is recorded in Vol. 49, Page 414 Deed Records, Burnet County, Texas and which was previously conveyed to Ray Bizzell in document No. 201008509, Official Public Records, Burnet County, Texas (O.P.R.B.C.T.) Reference Volume 184, Page 312, Deed Records, Burnet County Texas. Said 0.75-acre tract is more particularly described by metes and bounds in **EXHIBIT A** and further shown on Survey **EXHIBIT B**, both which are attached hereto and incorporated herein for all purposes. The purpose of this donation is to provide ownership to **BURNET COUNTY, TEXAS** of this 0.75-acre lot which adjoins other Burnet County owned property commonly known as the Briggs Community Center. Such action serves a public purpose as this 0.75-acre lot may be utilized by the public under guidance of Burnet County.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto **BURNET COUNTY, TEXAS**, and its assigns forever; and Grantor does hereby bind himself, his successors and assigns to warrant and forever defend all and singular title to the Property, unto **BURNET COUNTY, TEXAS**, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by or under the Grantors, but not otherwise.

This donation, grant and conveyance of the Property is subject to all easements, covenants, conditions and other matters of record in the Official Public Records of Burnet County, Texas and applicable to the Property.

BURNET COUNTY, TEXAS joins in the execution of this Donation Deed to acknowledge its agreement to accept the donation of the Property.

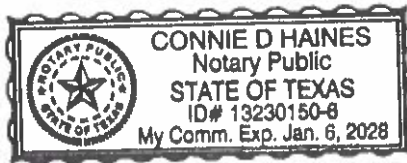
(remainder of page intentionally left blank; signature pages follow)

Executed to be effective as of the 18 day of Sept., 2025.

Ray Bizzell
Ray Bizzell

State of Texas
County of Burnet

This instrument was acknowledged before me on the 18 day of Sept., 2025, Ray Bizzell.



Connie D. Haines
Notary Public Signature

BURNET COUNTY, TEXAS joins in the execution of this Donation Deed to acknowledge its agreement to accept the donation of the Property.

BURNET COUNTY, TEXAS

By: _____
Hon. Bryan Wilson, County Judge

State of Texas

County of Burnet

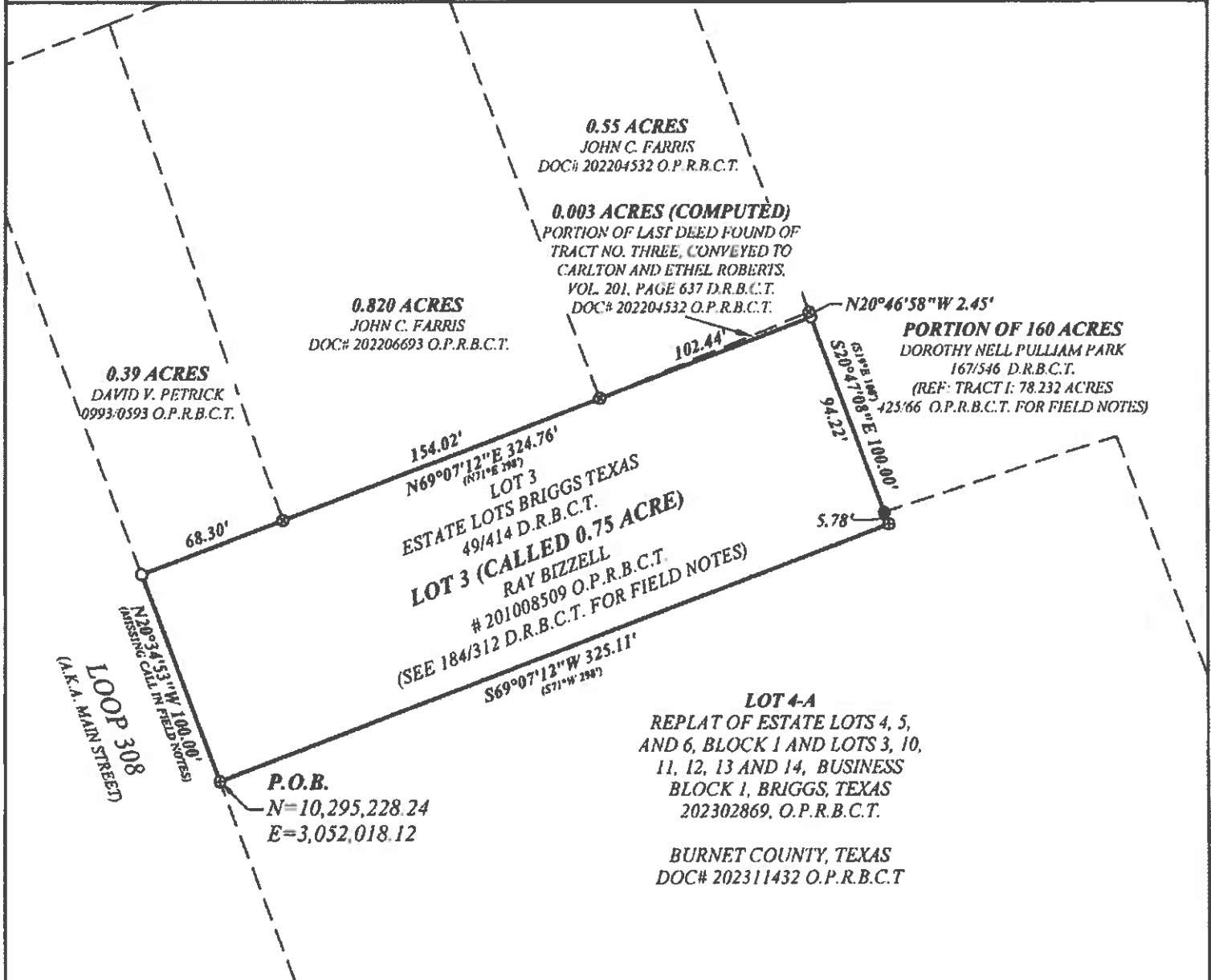
This instrument was acknowledged before me on the _____ day of _____, 2025, by Burnet County Judge Bryan Wilson.

Vicinta Stafford
Burnet County Clerk



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

SURVEY PLAT TO ACCOMPANY FIELD NOTES OF
ESTATE LOT 3, BLOCK 1, CALLED 0.75 ACRE
BRIGGS, TEXAS RECORDED IN
VOLUME 49, PAGE 414, DEED RECORDS,
BURNET COUNTY, TEXAS



BASIS OF BEARING NOTE:
 THE BASIS OF BEARINGS FOR THIS
 SURVEY IS TEXAS STATE PLANE GRID,
 CENTRAL ZONE, NAD83.

NOTE:
 THE RECORD FIELD NOTES DO NOT
 DESCRIBE ANY MONUMENTS FOUND
 OR SET. THE CONTROLLING
 MONUMENTS FOR THIS SURVEY ARE
 THOSE FOUND AS DESCRIBED IN
 ADJOINING DEEDS AND PLATS.

I HEREBY CERTIFY THAT THE PLAT HEREON REPRESENTS THE RESULTS OF
 AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND
 SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

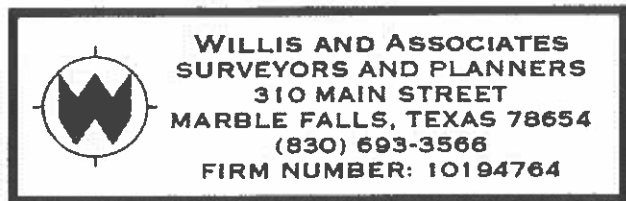
THIS SURVEY WAS MADE FOR THE BENEFIT OF RAY BIZZELL AND BURNET
 COUNTY, TEXAS

Donald Sherman DATE 7/22/25
 DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877



LEGEND/ABBREVIATIONS

●	1/2" REBAR FOUND
⊕	1/2" REBAR FOUND WITH "WILLIS" CAP
○	1/2" REBAR SET WITH "WILLIS" CAP
⊗	1/2" REBAR FOUND WITH "MAPLE" CAP
()	RECORD INFORMATION



LOT 3 - 2 OF 2

STATE OF TEXAS:
COUNTY OF BURNET:

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF ESTATE LOT 3, BLOCK 1, CALLED 0.75 ACRE, BRIGGS, TEXAS THE PLAT OF WHICH IS RECORDED IN VOLUME 49, PAGE 414, DEED RECORDS, BURNET COUNTY, TEXAS CONVEYED TO RAY BIZZELL IN DOCUMENT NO. 201008509, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS (O.P.R.B.C.T.) REFERENCE VOLUME 184, PAGE 312, DEED RECORDS, BURNET COUNTY, TEXAS FOR FIELD NOTES. THE BASIS OF BEARING AND COORDINATES FOR THIS SURVEY IS THE TEXAS PLANE GRID, CENTRAL ZONE, NAD 83. () DENOTES RECORD INFORMATION FROM FIELD NOTES. THE RECORD FIELD NOTES DO NOT DESCRIBE ANY MONUMENTS FOUND OR SET. THE CONTROLLING MONUMENTS FOR THIS SURVEY ARE THOSE FOUND AS DESCRIBED IN ADJOINING DEEDS AND PLATS.

BEGINNING AT A 1/2" REBAR FOUND WITH "WILLIS" CAP BEING THE SOUTHWEST CORNER HEREOF AND BEING THE NORTHWEST CORNER OF LOT 4-A, OF A "REPLAT OF ESTATE LOTS 4, 5 AND 6, BLOCK 1 AND LOTS 3, 10, 11, 12, 13 AND 14, BUSINESS BLOCK 1, BRIGGS, TEXAS, BURNET COUNTY, TEXAS" RECORDED IN DOCUMENT NO. 202302869, O.P.R.B.C.T. AND CONVEYED TO THE COUNTY OF BURNET, TEXAS IN DOCUMENT NO. 202311432, O.P.R.B.C.T. AND BEING IN THE EAST RIGHT OF WAY OF LOOP 308 (A.K.A. MAIN STREET) WITH A NORTHING AND EASTING OF $N=10,295,228.24$, $E=3,052,018.12$.

THENCE $N20^{\circ}34'53''W$ 100.00', ALONG THE WEST LINE OF THIS LOT 3 AND THE EAST RIGHT OF WAY LINE OF SAID LOOP 308, TO A 1/2" REBAR SET WITH "WILLIS" CAP BEING THE NORTHWEST CORNER HEREOF AND THE SOUTHWEST CORNER OF 0.39 ACRES CONVEYED TO DAVID V. PETRICK IN VOLUME 0993, PAGE 0593, O.P.R.B.C.T.;

THENCE $N69^{\circ}07'12''E$ AT 68.30' PASSING A 1/2" REBAR FOUND WITH "MAPLE" CAP AT THE COMMON SOUTH CORNER OF SAID 0.39 ACRES AND OF 0.820 ACRES CONVEYED TO JOHN C. FARRIS IN DOCUMENT NO. 202206693, O.P.R.B.C.T., AT ANOTHER 154.02' PASSING A 1/2" REBAR FOUND WITH "MAPLE" CAP AT THE COMMON SOUTH CORNER OF SAID 0.820 ACRE AND OF 0.55 ACRE CONVEYED TO JOHN C. FARRIS IN DOCUMENT NO. 202204532, O.P.R.B.C.T. AND CONTINUING A TOTAL DISTANCE OF 324.76' ($N71^{\circ}E$ 298'), ALONG THE NORTH LINE OF THIS LOT 3 AND THE SOUTH LINE OF A 0.003 ACRE (COMPUTED) PORTION OF TRACT NO. THREE, CONVEYED TO CARLTON AND ETHEL ROBERTS, VOLUME 201, PAGE 637, D.R.B.C.T. TO A 1/2" REBAR SET WITH "WILLIS" CAP BEING THE NORTHEAST CORNER HEREOF AND BEING IN THE WEST LINE OF A PORTION OF 160 ACRES CONVEYED TO DOROTHY NELL PULLIAM PARK RECORDED IN VOLUME 167, PAGE 546 OF THE D.R.B.C.T. WITH A TIE TO A 1/2" REBAR FOUND WITH "MAPLE" CAP AT THE SOUTHEAST CORNER OF SAID 0.55 ACRES WHICH BEARS $N20^{\circ}46'58''W$ 2.45';

THENCE $S20^{\circ}47'08''E$ AT 94.22' PASSING A 1/2" REBAR FOUND AT THE COMMON WEST CORNER OF SAID PORTION OF 160 ACRES AND OF A ELL CORNER IN THE NORTH LINE OF SAID LOT 4-A, IN ALL A TOTAL DISTANCE OF 100.00', ($S19^{\circ}E$ 100') ALONG A SHORT JOG IN THE NORTH LINE OF SAID LOT 4-A, TO A 1/2" REBAR FOUND WITH "WILLIS" CAP BEING THE SOUTHEAST CORNER HEREOF AND BEING ANOTHER ELL CORNER IN THE NORTH LINE OF SAID LOT 4-A;

THENCE $S69^{\circ}07'12''W$ 325.11' ($S71^{\circ}W$ 298'), ALONG THE SOUTH LINE OF THIS LOT 3 AND THE NORTH LINE OF SAID LOT 4-A, TO THE PLACE OF BEGINNING (P.O.B.)

I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF RAY BIZZELL AND BURNET COUNTY, TEXAS.

DATE, 7/22/25
DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877



Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

9.

Meeting Date: 09/30/2025

Subject

Discuss, consider, and take appropriate action regarding replacing the transport vehicle that was a total loss for the Jail, and adjusting inmate carrying capacity from 4 seats to 8 seats with the purchase of a Ford Expedition.
(Wilson)

Attachments

Sames Expedition
Sames 26 MAX
Mac Haik
Silsbee Expedition 8 seats

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



QUOTE#: SAG1406
DATE: 09/04/2025
EXPIRES: 10/04/2025

QUOTE FROM:
Sames Bastrop Ford

QUOTE GENERATED BY: Trevor Collins
OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 |
TCOLLINS@SAMES.NET
INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET
EMAIL: QUOTES@SAMES.NET

QUOTE FOR:
BURNET COUNTY
220 S. Pierce Street
Burnet, Texas 78611

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford 4x4 Expedition XL U1G	TIPS 240901	WHITE	1	\$55627.00	\$55,627.00

DESCRIPTION:
U1G [Fleet] 2026 Ford Expedition (U1G) XL 4x4
102A Equipment Group 102A SSV Package
153 Front License Plate Bracket
44U Transmission: 10-Speed Automatic w/SelectShift
64X Wheels: 18" x 8.5" Dark Alloy Painted Aluminum
998 Engine: 3.5L EcoBoost V6
CE Ultra Dark Space Gray, Cloth Front Captain's Chairs
YZ Oxford White

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				\$0.00

DESCRIPTION:

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL
		-
		-

TRANSPORT	\$200.00
GRAND TOTAL	\$55,827.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

QUOTE

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



QUOTE#: SAG1537
DATE: 09/23/2025
EXPIRES: 10/24/2025

QUOTE FROM:
Sames Bastrop Ford

QUOTE FOR:
BURNET COUNTY
220 S. Pierce Street
Burnet, Texas 78611

QUOTE GENERATED BY: Crystal Dennis
OUTSIDE SALES MANAGER: TREVOR COLLINS | 956-770-2965 |
TCOLLINS@SAMES.NET
INSIDE SALES MANAGER: CRYSTAL DENNIS | CDENNIS@SAMES.NET
EMAIL: QUOTES@SAMES.NET

VEHICLE INFORMATION:

YEAR MAKE MODEL	CONTRACT#	COLOR	QUANTITY	PRICE	TOTAL
2026 Ford 4x2 Expedition MAX K1H	TIPS 240901	WHITE	1	\$62667.00	\$62,667.00

DESCRIPTION:
YZ Oxford White
998 Engine: 3.5L EcoBoost V6
44U Transmission: 10-Speed Automatic w/SelectShift
200A Equipment Group 200A Select Package
64X Wheels: 18" x 8.5" Dark Alloy Painted Aluminum
CE Ultra Dark Space Gray, Cloth Front Captain's Chairs

OPTIONS | UPGRADE

DESCRIPTION	QUANTITY	PRICE	TOTAL
			\$0.00

UPFITTER INFORMATION

QUOTE#	CONTRACT #	QUANTITY	PRICE	TOTAL
				\$0.00

DESCRIPTION:

TRADE-IN INFORMATION

YEAR MAKE MODEL	VIN#	TOTAL
		-
		-

TRANSPORT (80 MILES)	\$180.00
GRAND TOTAL	\$62,847.00

TERMS AND CONDITIONS:

BALANCE ON THE VEHICLE IS DUE 30 DAYS AFTER DELIVERY TO THE UPFITTER OR CUSTOMER. \$500 MONTHLY FLOOR PLAN INTEREST WILL BE ADDED TO ANY UNPAID BALANCE BEYOND THE NET 30 TERMS. PRICES PROVIDED IN THIS QUOTE ARE BASED ON CURRENT MARKET CONDITIONS AND ARE SUBJECT TO CHANGE. PRICES MAY BE AFFECTED BY CHANGES IN TARIFFS, TRADE REGULATIONS, AND OTHER FACTORS BEYOND OUR CONTROL. ANY RESULTING PRICE ADJUSTMENTS WILL BE COMMUNICATED PRIOR TO FINAL PURCHASE.

2025 Expedition 4dr 4x2 Active (U1H)

VIN: 1FMJU1H80SEA54215 | Price Level: 530



Client Proposal

Prepared by:

Travis Alexander

Office: 254-541-8178

Quote ID: BURNETCOUN

Date: 09/04/2025





Prepared by: Travis Alexander

09/04/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Re: Quote ID BURNETCOUN 09/04/2025

Dear ,Matt Kimbler

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Travis Alexander

254-541-8178



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09/04/2025

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2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

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2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Selected Equip & Specs

Dimensions

- Conventional Capacity: 6,100 lbs.
- Front brake diameter: 13.8"
- Vehicle body length: 209.9"
- Vehicle body height: 78.1"
- Vehicle turning radius: 20.5'
- Rear track: 67.8"
- Interior rear cargo volume with seats folded: 60.8 cu.ft.
- Total passenger volume: 175.0 cu.ft.
- Headroom second-row: 40.0"
- Leg room first-row: 43.9"
- Leg room third-row: 36.5"
- Shoulder room second-row: 64.8"
- Hip room first-row: 62.3"
- Hip room third-row: 51.4"
- GCWR: 12,000 lbs.
- Rear brake diameter: 13.2"
- Vehicle body width: 81.5"
- Wheelbase: 122.5"
- Front track: 68.1"
- Interior rear cargo volume: 21.6 cu.ft.
- Max interior rear cargo volume: 108.5 cu.ft.
- Headroom first-row: 41.8"
- Headroom third-row: 37.4"
- Leg room second-row: 41.1"
- Shoulder room first-row: 64.9"
- Shoulder room third-row: 64.2"
- Hip room second-row: 62.3"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 480 lb.-ft.@3300 RPM
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Horsepower: 400 HP@5200 RPM
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Gasoline secondary fuel type
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar

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Selected Equip & Specs (cont'd)

- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system
- Independent rear suspension
- Multi-link rear suspension
- Electric power-assist steering system
- Driver selectable steering effort

Body Exterior

- Trailer wiring harness
- Running boards
- Roof rails
- Stainless steel side window trim
- Black windshield trim
- Body-coloured rear bumper
- Black rear bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Power liftgate/tailgate rear cargo door
- Automated vehicle to trailer hitching assist
- 4 doors
- Monotone paint
- Body-coloured door handles
- Body-coloured front bumper
- Black front bumper rub strip
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- * **Vista Roof first and second-row sliding and tilting glass sunroof with express open/close activation power sunshade**
- * **P275/60RH20 AS BSW front and rear tires**
- Active aerodynamics
- * **20 x 8.5-inch front and rear machined w/painted accents aluminum wheels**

Convenience

- * **Front wireless smart device charging**
- Power door locks with 2 stage unlocking
- * **SecuriCode external keypad door lock control**
- Auto-locking doors
- Power tailgate/rear door lock
- Adaptive Cruise Control with Stop-and-Go
- * **Unresponsive driver assist**
- Keyfob remote vehicle start
- Day/Night rearview mirror
- Full floor console
- Proximity cargo area access release
- Fixed rear windshield
- Front beverage holders
- Built-in virtual assistant
- Keyfob activated door locks
- All-in-one remote fob and ignition key
- * **Intelligent Access proximity key with hands-free access and push button start**
- Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls
- Predictive Speed Assist automatic curve slowdown cruise control
- Keyfob trunk control
- Auto-dimming rear view mirror
- Power first-row windows
- Driver foot rest
- Rear window defroster
- Yes rear windshield wipers
- Illuminated locking glove box

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Selected Equip & Specs (cont'd)

- 15 beverage holders
- Rear door bins
- Illuminated glove box
- Retained accessory power
- Trip computer
- PRND in IP
- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- * **Garage door opener**
- Over the air updates

Comfort

- Automatic climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts
- Rear headliner/pillar climate control ducts
- Cloth headliner material
- * **Driver seat memory settings**
- * **Number of memory settings: 3**
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Carpet third-row seatback upholstery
- Power tilting steering wheel
- * **Heated steering wheel**
- Dual-zone front climate control
- Cabin air filter
- Auxiliary rear heater
- Third-row climate control with separate controls
- Full headliner coverage
- * **Memory settings include: door mirrors and steering wheel**
- Vinyl door trim insert
- Carpet front and rear floor mats
- * **ActiveX leatherette rear seat upholstery**
- * **Vinyl rear seat upholstery**
- Urethane steering wheel
- Power telescopic steering wheel

Seats and Trim

- * **Seating capacity: 7**
- Driver seat with 8-way directional controls
- Height and tilt adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Power height adjustable control passenger seat
- Fixed second-row seats
- Second-row seats with manual fore and aft
- Driver seat with 2-way power lumbar
- * **ActiveX leatherette front seat upholstery**
- Fixed third-row seats
- Third-row power reclining seats
- Power fold into floor third-row seat
- Power third-row head restraint control
- Third-row split-bench seat
- Bucket front seats
- Front passenger seat with 6-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Power reclining passenger seat
- Power passenger seat fore/aft control
- * **Second-row bucket seats**
- Foldable rear seat head restraints
- Front passenger seat with 2-way power lumbar
- * **Heated driver and front passenger seats**
- * **40-20-40 folding third-row passenger seat**
- Front facing third-row seat
- Height adjustable third-row head restraints
- 3 third-row head restraints
- Metal-look console insert

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Selected Equip & Specs (cont'd)

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- Voice activated audio controls
- Bluetooth wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Window grid audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Driver information center
- Oil pressure gauge
- Voltmeter
- Deep tinted windows
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- LED brake lights
- Digital instrumentation display
- Trip odometer
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 24.00
- * **Laminated side window glass**
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Rear reading lights
- LED daytime running lights
- Remote activated perimeter approach lighting with puddle lights
- Fade interior courtesy lights

Technology and Telematics

- Integrated navigation system with voice activation
- 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device wireless mirroring
- Mobile hotspot internet access
- Real-time traffic
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- * **6 USB ports**

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Selected Equip & Specs (cont'd)

Safety and Security

- Driver front impact airbag
- Curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front seatbelt pretensioners
- Immobilizer
- Security system
- * **BlueCruise (1-year) hands-on cruise control with lane change**
- Lane-Keeping System
- * **Forward collision mitigation with left turn assist and pedestrian impact prevention**
- * **Pedestrian impact prevention**
- * **Traffic sign recognition with speed limiter feature**
- Evasive Steering Assist evasion assist system
- Level 2 - partial automation SAE Autonomy
- Right side camera
- Rear camera with washer
- Electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Vehicle tracker
- Remote panic alarm
- * **BlueCruise (1-year) hands-off cruise control with lane change**
- BLIS with Trailer Tow Coverage active blind spot system
- Reverse Brake Assist collision mitigation
- * **Driver attention alert**
- Following distance alert
- Restricted driving mode
- Front mounted camera
- Left side camera
- 360 Degree Camera aerial view camera
- Front and rear parking sensors

Dimensions

General Weights

Curb weight	5,404 lbs.	Rear curb weight	2,806 lbs.
GVWR	7,375 lbs.	Payload	1,971 lbs.

Trailer Weights

Conventional capacity	6,100 lbs.	GCWR	12,000 lbs.
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Front Weights

Front curb weight	2,598 lbs.	GAWR front	3,175 lbs.
-------------------------	------------	------------------	------------

Rear Weights

GAWR rear	4,540 lbs.
-----------------	------------

Off Road

Min ground clearance	8.7"	Approach angle	21.1
Departure angle	23.5		

Exterior Measurements

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Selected Equip & Specs (cont'd)

Vehicle body length	209.9"	Vehicle body width	81.5"
Vehicle body height	78.1"	Wheelbase	122.5"
Front brake diameter	13.8"	Rear brake diameter	13.2"
Front track	68.1"	Rear track	67.8"
Vehicle turning radius	20.5'		

Interior Measurements

Interior rear cargo volume	21.6 cu.ft.	Max interior rear cargo volume	108.5 cu.ft.
Interior cargo area height	37.7 "	Interior cargo length	90.4 "
Interior cargo area min width	51.4 "	Interior cargo area max width	63.3 "
Interior rear cargo volume with seats folded	60.8 cu.ft.	Length to rear seat	59.8 "
Length to 3rd row seat	21.3 "		

Interior Volume

Total passenger volume	175.0 cu.ft.
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Headroom

Headroom first-row	41.8"	Headroom second-row	40.0"
Headroom third-row	37.4"		

Legroom

Leg room first-row	43.9"	Leg room second-row	41.1"
Leg room third-row	36.5"		

Shoulder Room

Shoulder room first-row	64.9"	Shoulder room second-row	64.8"
Shoulder room third-row	64.2"		

Hip Room

Hip room first-row	62.3"	Hip room second-row	62.3"
Hip room third-row	51.4"		

Powertrain

Engine

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP	Valves per cylinder	4
Engine cylinders	Engine location	Front mounted engine
Ignition	Engine mounting direction	Longitudinal mounted engine
Engine block material	Cylinder head material	Aluminum engine block
		Aluminum cylinder head

Engine Specs

Displacement	3.5L	cc	213.3 cu.in.
Bore	3.64"	Stroke	3.41"
Compression ratio	10.5		

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Selected Equip & Specs (cont'd)

Engine Power

Horsepower 400 HP@5200 RPM Torque 480 lb.-ft.@3300 RPM

Alternator

Alternator type Regular duty alternator

Battery

Battery amps 72Ah Battery type Lead acid battery
Battery rating 675CCA Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Start-stop engine Auto stop-start engine
Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission Lock-up transmission Lock-up transmission
First gear ratio 4.696 Second gear ratio 2.985
Third gear ratio 2.146 Fourth gear ratio 1.769
Fifth gear ratio 1.52 Sixth gear ratio 1.275
Reverse gear ratio 4.866 Seventh gear ratio 1
Eighth gear ratio 0.854 Ninth gear ratio 0.689
Tenth gear ratio 0.636 Selectable mode transmission Selectable mode transmission
Sequential shift control SelectShift Sequential shift control Transmission oil cooler Transmission oil cooler

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.31

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 23.59 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

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Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions LEV3-ULEV50 emissions

Emissions tiers Tier 3 Bin 50 emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers ... Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Double wishbone front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Multi-link rear suspension

Suspension ride type rear Independent rear suspension

Steering

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Selected Equip & Specs (cont'd)

Steering Electric power-assist steering system
Speed sensitive steering Speed sensitive power steering
Steering type number of wheels 2-wheel steering system

Steering type Rack-pinion steering
Driver selectable steering effort Driver selectable steering effort

Exterior

Front Wheels

* Front wheels diameter 20"

Front wheels width 8.5"

Rear Wheels

* Rear wheels diameter 20"

Rear wheels width 8.5"

Front And Rear Wheels

* Appearance machined w/painted accents

Material aluminum

Front Tires

* Aspect 60

* Diameter 20"

Sidewalls BSW

* Speed H

* Tread AS

Type P

* Width 275mm

Rear Tires

* Aspect 60

* Diameter 20"

Sidewalls BSW

* Speed H

* Tread AS

Type P

* Width 275mm

Body Exterior

Trailering

Towing class Class IV tow rating

Towing hitch Trailer hitch

Towing wiring harness Trailer wiring harness

Towing brake controller Trailer brake controller

Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors

Running boards Running boards

* License plate front bracket Front license plate bracket

Body



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Selected Equip & Specs (cont'd)

Body panels . . . Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Aerodynamics

Spoiler Rear lip spoiler

Convenience

Technology

Built-in virtual assistant Built-in virtual assistant

*** Wireless device charging . . . Front wireless smart device charging**

Door Locks

Door locks . . . Power door locks with 2 stage unlocking

Keyfob door locks Keyfob activated door locks

All-in-one key . . . All-in-one remote fob and ignition key

Tailgate control Power tailgate/rear door lock

*** Fob engine controls . . Intelligent Access proximity key with hands-free access and push button start**

*** External door locks . . SecuriCode external keypad door lock control**

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls

*** Unresponsive driver assist . . Unresponsive driver assist**

Adaptive cruise control . . . Adaptive Cruise Control with Stop-and-Go

Automatic curve slowdown cruise control . . . Predictive Speed Assist automatic curve slowdown cruise control

Key Fob Controls

Keyfob cargo controls Keyfob trunk control

Fob remote vehicle controls . . . Keyfob remote vehicle start

Rear View Mirror

Rearview mirror Auto-dimming rear view mirror

Day/Night rearview mirror . . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

Heated door mirrors Heated driver and passenger side door mirrors

*** Folding door mirrors . . Power folding door mirrors**

Front Side Windows

First-row windows Power first-row windows

Floor Console

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Selected Equip & Specs (cont'd)

Floor console	Full floor console	Floor console storage ..	Covered floor console storage
Overhead Console			
Overhead console	Mini overhead console	Overhead console storage	Overhead console storage
Driver Visor			
Visor driver mirror	Driver visor mirror	Visor illuminated driver mirror ..	Illuminated driver visor mirror
Visor driver expandable coverage	Driver visor with expandable coverage		
Passenger Visor			
Visor passenger mirror	Passenger visor mirror	Visor illuminated passenger mirror	Illuminated passenger visor mirror
Visor passenger expandable coverage	Passenger visor with expandable coverage		
Power Outlets			
12V power outlets	4 12V power outlets	* 120V AC power outlets ..	2 120V AC power outlets
Cargo Features			
Trunk hatch	Trunk/hatch auto-latching	Cargo light	Cargo area light
Concealed cargo storage	Cargo area concealed storage		
Cargo Trim			
Cargo floor type	Carpet cargo area floor	Trunk lid trim	Plastic trunk lid trim
Pedals			
Driver foot rest	Driver foot rest		
Remote Releases			
Cargo access	Proximity cargo area access release		
Rear Windshield			
Rear window defroster	Rear window defroster	Rear windshield	Fixed rear windshield
Rear windshield wipers	Yes rear windshield wipers		
Storage			
Door bins front	Driver and passenger door bins	Door bins rear	Rear door bins
Number of beverage holders	15 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Illuminated locking glove box
Illuminated glove box	Illuminated glove box	Dashboard storage	Dashboard storage
Windows Feature			
One-touch up window	Driver and passenger one-touch up windows	One-touch down window ..	Driver and passenger one-touch down windows

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Selected Equip & Specs (cont'd)

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer

* **Garage door opener** **Garage door opener**

Over the air updates Over the air updates

PRND in IP PRND in IP

Accessory power Retained accessory power

Comfort

Climate Control

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front climate control

Rear climate control Rear climate control system with separate controls

Third-row climate control Third-row climate control with separate controls

Rear headliner/pillar ducts Rear headliner/pillar climate control ducts

Cabin air filter Cabin air filter

Rear under seat ductsRear under seat climate control ducts

Auxiliary rear heater Auxiliary rear heater

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Memory Seats

* **Seat memory settings** **Driver seat memory settings**

* **Number of memory settings** **3**

* **Memory settings door mirrors and steering wheel**

Door Trim

Door trim insert Vinyl door trim insert

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor mats Carpet front and rear floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

* **Rear seat upholstery ActiveX leatherette rear seat upholstery**

Rear seatback upholstery Carpet rear seatback upholstery

Third-Row Seat Trim

* **Third-row seat upholstery** **Vinyl rear seat upholstery**

Third-row seatback upholstery Carpet third-row seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic... Power telescopic steering wheel

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Prepared by: Travis Alexander

09/04/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Selected Equip & Specs (cont'd)

Steering wheel tilt Power tilting steering wheel

*** Heated steering wheel Heated steering wheel**

Seats and Trim

Seat Capacity

*** Seating capacity 7**

Front Seats

Driver seat direction Driver seat with 8-way directional controls

Driver seat fore/aft control ... Power driver seat fore/aft control

Passenger seat direction Front passenger seat with 6-way directional controls

Reclining passenger seat ... Power reclining passenger seat

Passenger seat fore/aft control Power passenger seat fore/aft control

Front head restraint control ... Manual front seat head restraint control

Reclining driver seat Power reclining driver seat

Height adjustable driver seat Power height adjustable driver seat

Driver seat cushion tilt ... Power driver seat cushion tilt

Split front seats Bucket front seats

Height adjustable passenger seat Power height adjustable control passenger seat

Front head restraints ... Height and tilt adjustable front seat head restraints

Armrests front center Front seat center armrest

Rear Seats

*** Second-row seats Second-row bucket seats**

*** Reclining second-row rear seats ... Power reclining second-row seats**

Rear seat folding position ... Fold forward second-row seatback

Rear head restraints Foldable rear seat head restraints

*** Armrests rear mounted Second-row seat mounted armrests**

Rear seats fixed or removable Fixed second-row seats

Rear seat direction Front facing rear seat

Fore and aft seat Second-row seats with manual fore and aft

*** Number of rear head restraints ... 2 rear seat head restraints**

Lumbar Seats

Driver lumbar ... Driver seat with 2-way power lumbar

Front passenger lumbar Front passenger seat with 2-way power lumbar

Front Seat Trim

*** Front seat upholstery ActiveX leatherette front seat upholstery**

*** Front seatback upholstery Leatherette front seatback upholstery**

Heated Front Seats

*** Heated front seats Heated driver and front passenger seats**



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Selected Equip & Specs (cont'd)

Third-Row Seats

Bench seats Third-row split-bench seat

* Third-row seats folding 40-20-40 folding third-row passenger seat

Third-row head restraint control Power third-row head restraint control

Third-row fold into floor seats Power fold into floor third-row seat

Third-row head restraint number 3 third-row head restraints

Third-row seat fixed or removable Fixed third-row seats

Third-row seats reclining Third-row power reclining seats

Third-row seat facing Front facing third-row seat

Third-row head restraints Height adjustable third-row head restraints

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Metal-look gear shifter material

Console Trim

Console insert material Metal-look console insert

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control
RDS Radio data system (RDS)

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio Voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

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Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Selected Equip & Specs (cont'd)

Instrumentation

Trip odometer Trip odometer
Configurable instrumentation gauges Configurable
instrumentation gauges

Instrumentation display Digital instrumentation display

Instrumentation Displays

Temperature display Exterior temperature display
Clock Digital clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer
Voltmeter Voltmeter

Oil pressure gauge Oil pressure gauge
Engine/electric motor temperature
gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 24.00

Instrumentation Warnings

Engine temperature warning Engine temperature
warning
Low fuel warning Low fuel warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Trunk warning Rear cargo ajar warning
Low tire pressure warning Tire specific low air
pressure warning

Rear seat check warning Rear Seat Occupant Alert
rear seat check warning

Glass

Tinted windows Deep tinted windows

*** Laminated window Laminated side window glass**

Headlights

Headlights LED low and high beam headlights
Auto headlights Auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
Auto high-beam headlights Auto High Beam auto
high-beam headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Windshield Wipers

*** Rain detecting wipers Rain detecting wipers**

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light



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2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Selected Equip & Specs (cont'd)

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights LED daytime running lights

Interior courtesy lights Fade interior courtesy lights

LED brake lights LED brake lights

High mount stop light High mounted center stop light

Technology and Telematics

Navigation

Integrated navigation Integrated navigation system
with voice activation

Connectivity

Handsfree Bluetooth handsfree wireless device
connectivity

Smart device integration Apple CarPlay/Android Auto
smart device wireless mirroring

Real time traffic Real-time traffic

Emergency SOS 911 Assist emergency SOS system
via mobile device

Internet Access

Internet access Mobile hotspot internet access

USB Ports

*USB ports 6 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front
impact airbag

Front side impact airbag driver Seat mounted side
impact driver airbag

Front side impact airbag passenger Seat mounted
side impact front passenger airbag

Occupancy sensor Airbag occupancy sensor

Overhead airbags Curtain first, second and third-row
overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable
seatbelts

Seatbelt pretensioners Front seatbelt pretensioners

Seatbelt pretensioners number 2 seatbelt pre-
tensioners

Security System

Immobilizer Immobilizer

Remote panic alarm Remote panic alarm

Vehicle tracker Vehicle tracker

Security system Security system

Active Driving Assistance



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09/04/2025

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2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Selected Equip & Specs (cont'd)

Lane departure Lane-Keeping System

*** Forward collision warning Forward collision mitigation with left turn assist and pedestrian impact prevention**

*** Pedestrian detection Pedestrian impact prevention**

*** Traffic sign information Traffic sign recognition with speed limiter feature**

Evasion assist system Evasive Steering Assist evasion assist system

*** Autonomous cruise control ... BlueCruise (1-year) hands-on cruise control with lane change**

SAE Autonomy Level 2 - partial automation SAE Autonomy

Blind spot BLIS with Trailer Tow Coverage active blind spot system

Rear collision warning Reverse Brake Assist collision mitigation

*** Driver attention monitor Driver attention alert**

Distance alert Following distance alert

Restricted driving mode Restricted driving mode

*** Autonomous cruise control ... BlueCruise (1-year) hands-off cruise control with lane change**

Cameras

Camera 360 Degree Camera aerial view camera

Left camera Left side camera

Rear camera Rear camera with washer

Front camera Front mounted camera

Right camera Right side camera

Traction Control

Electronic stability control ... Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors Front and rear parking sensors

Occupant Safety

Child door locks ... Manual rear child safety door locks



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Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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09/04/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

As Configured Vehicle

Code	MSRP
U1H	\$62,320.00
202A	\$4,215.00
998	Included
44U	Included
X15	Included
NONTR	Included
64C	Included
V	Included
PAINT	STD
122WB	STD
STDRD	Included
55B	\$495.00
153	N/C
425	STD
AZ_02	\$995.00
VE_03	N/C
SUBTOTAL	\$68,025.00
Destination Charge	\$2,195.00
TOTAL	\$70,220.00

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09/04/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$62,320.00
Options		\$4,710.00
Colors		\$995.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,195.00
Subtotal		\$70,220.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Dealer Discount	Dealer Discount	-\$2,340.00
GPC	Government Pricing Concession	-\$3,500.00
Subtotal		\$64,380.00
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
BUY BOARD FEE 2	Buy Board Contract # 724-23	\$400.00
Doc	Doc Fee	\$225.00
INSP FEE	GOV VEH INSP REPL FEE	\$16.75
Subtotal		\$65,021.75
Total		\$65,021.75

Customer Signature

Acceptance Date

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09/04/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * Running boards
- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Fuel tank capacity: 23.59 gal.
- * Driver selectable drivetrain mode
- * Steering wheel mounted audio controls
- * 13.2 inch primary display
- * AM/FM/satellite
- * Radio data system (RDS)
- * 3 month satellite trial subscription
- * Wheelbase: 122.5"
- * Standard ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * LED brake lights

Exterior: Star White Metallic Tri-Coat
Interior: Dark Gray w/ActiveX Front Heated
Captain's Chairs

- * 20 x 8.5-inch front and rear machined
w/painted accents aluminum wheels
- * P275/60RH20 AS BSW front and rear tires
- * Lock-up transmission
- * Stainless steel single exhaust
- * Battery rating: 675CCA
- * Battery run down protection
- * Auto stop-start engine
- * Integrated navigation system with voice
activation
- * Bluetooth wireless audio streaming
- * SiriusXM with 360L AM/FM/Satellite radio
- * Seek scan
- * External memory control
- * Vehicle body length: 209.9"
- * Interior cargo length: 90.4 "
- * Trip computer
- * Power door mirrors
- * Power folding door mirrors
- * LED daytime running lights
- * Deep tinted windows

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$62,320.00
Engine: 3.5L EcoBoost V6	Included
Transmission: 10-Speed Automatic w/SelectShift	Included
3.31 Axle Ratio	Included
Monotone Paint Application	STD
122" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Capable	Included
50 States Emissions System	STD
Equipment Group 202A High Package	\$4,215.00
Wheels: 20" Carbonized Gray Bright Machined Aluminum	Included
Tires: P275/60R20 AS BSW	Included
ActiveX Front Heated Captain's Chairs	Included
SiriusXM w/360L	Included
Star White Metallic Tri-Coat	\$995.00
Dark Gray w/ActiveX Front Heated Captain's Chairs	N/C
2nd Row Power-Folding Captain's Chairs	Included
Ford Co-Pilot360 Active 2.0	Included
Intersection Assist	Included

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Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Major Equipment

* Variable intermittent front windshield wipers	* Speed sensitive wipers
* Automatic climate control	* Dual-zone front climate control
* Rear under seat climate control ducts	* Driver seat memory settings
* Memory settings include: door mirrors and steering wheel	* Number of memory settings: 3
* Vinyl rear seat upholstery	* Carpet third-row seatback upholstery
* Driver front impact airbag	* Seat mounted side impact driver airbag
* Passenger front impact airbag	* Seat mounted side impact front passenger airbag
* Airbag occupancy sensor	* 6 airbags
* Electronic stability control system with anti-rollover	* Manual rear child safety door locks
* Immobilizer	* Fixed third-row seats
* 40-20-40 folding third-row passenger seat	* Third-row power reclining seats
* Front facing third-row seat	* Power fold into floor third-row seat
* Height adjustable third-row head restraints	* Power third-row head restraint control
* 3 third-row head restraints	* Third-row split-bench seat
* Fixed second-row seats	* Power reclining second-row seats
* Second-row bucket seats	* Front facing rear seat
* Fold forward second-row seatback	* Second-row seats with manual fore and aft
* Foldable rear seat head restraints	* 2 rear seat head restraints
* Second-row seat mounted armrests	* Bucket front seats
* Driver seat with 8-way directional controls	* Front passenger seat with 6-way directional controls
* Height and tilt adjustable front seat head restraints	* Manual front seat head restraint control

As Configured Vehicle

MSRP

Driver State Detection	Included
Flex Powered Console	Included
Front Side Laminated Glass	Included
Power Tilt/Telescopic Steering Wheel w/Memory	Included
Power Panoramic Vista Roof w/Power Sunshade	Included
Ford Split Gate	Included
3rd Row Flexible Seating	Included
360-Degree Zone Lighting	Included
Memory Driver Seat	Included
4-Door Intelligent Access (Lock/Unlock)	Included
110V/400W AC Power Outlet	Included
USB Ports	Included
Heated Steering Wheel	Included
Power-Folding Sideview Mirrors w/Autofold	Included
Rain Sensing Wipers	Included
SecuriCode Keyless Entry Pad	Included
3rd Row Vinyl Seats	Included
Universal Garage Door Opener	Included
Wireless Charging Pad	Included

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2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Major Equipment

- | | |
|--|--|
| * Front seat center armrest | * Power reclining driver seat |
| * Power height adjustable driver seat | * Power driver seat fore/aft control |
| * Power driver seat cushion tilt | * Power reclining passenger seat |
| * Power height adjustable control passenger seat | * Power passenger seat fore/aft control |
| * ActiveX leatherette front seat upholstery | * Leatherette front seatback upholstery |
| * Driver seat with 2-way power lumbar | * Front passenger seat with 2-way power lumbar |
| * Heated driver and front passenger seats | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Electronic parking brake |
| * Brake assist system | * Hill Start Assist |

As Configured Vehicle

MSRP

BlueCruise Equipped (1-Year Plan)	\$495.00
Front License Plate Bracket	N/C
SUBTOTAL	\$68,025.00
Destination Charge	\$2,195.00
TOTAL	\$70,220.00

Fuel Economy

City
N/A



Hwy
N/A

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09/04/2025

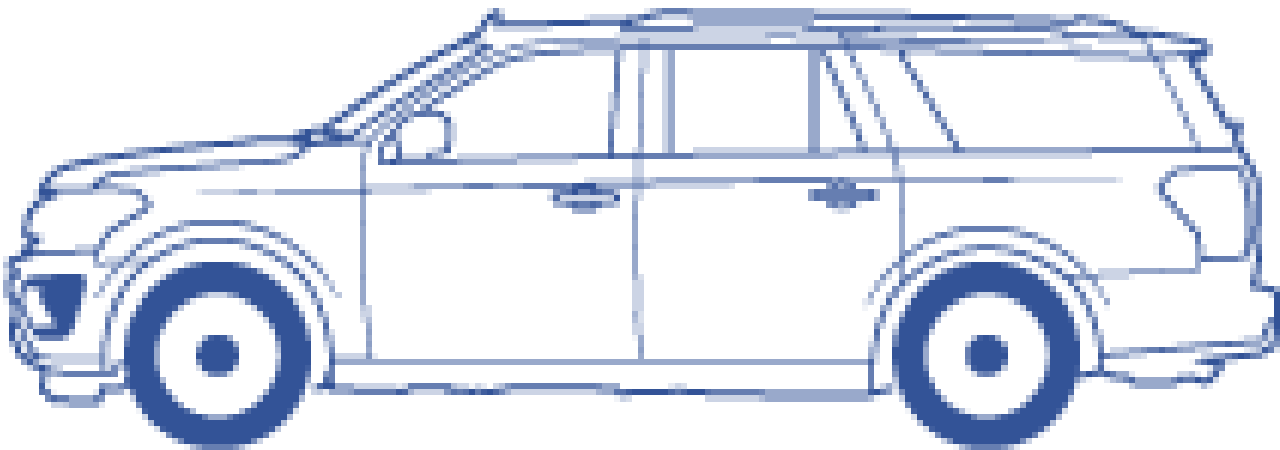
Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Expedition 4dr 4x2 Active (U1H)

Price Level: 530 | VIN: 1FMJU1H80SEA54215 | Quote ID: BURNETCOUN

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 7,375 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs
Occupants Weight 1,200 lbs
Curb Weight (as configured) 5,404 lbs
TOTAL 6,604 lbs

Payload 1,971 lbs
Useable Payload 771 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: BURNET COUNTY

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD EXPEDITION

Date: September 18, 2025

A. Bid Item: _____

A. Base Price: \$ 57,415.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K1F	2024 EXPEDITION MAX 4X2 XL	\$ -	100A	EQUIPMENT GROUP	\$ -
998	3.5L ECOBOOST V6	\$ -	87p	3rd Row 60/40 PowerFold Seat (Fleet)	\$ 815.00
44U	10 SPEED TRANS			12" SCREEN	
				17" STEEL WHEELS	
				.P265/70R17 A/T OWL TIRES	
				8-passenger seating	

Total of B. Published Options: \$ 815.00

Published Option Discount (5%): \$ (40.75)

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE	\$ -
		INTERIOR- CLOTH LH	
		2ND RW VINYL 40/20/40 BENCH	\$ -
		RUBBER FLOOR	
		UNIT ON THE GROUND	
		1FMJK1F86REB08393	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 350 miles

\$ 700.00

H. Subtotal:

\$ 58,889.25

I. Quantity Ordered 1 **x K =**

\$ 58,889.25

J. Trade in: _____

\$ -

K.

L. Total Purchase Price

\$ 58,889.25

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

10.

Meeting Date: 09/30/2025

Subject

Discuss, consider, and take appropriate action regarding approval of Burnet County Treasurer's monthly Report - August 2025. (Wilson)

Attachments

Treasurer's Monthly Report - August

AFFIDAVIT

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

Karrie Crownover, Treasurer

Beginning Cash	\$78,433,208.49	
and Investments Balance		
Cash Receipts	\$10,915,881.47	
Allocated Int Earned	\$38,931.51	Combined Int
Interest Earned	\$242,786.13	\$281,717.64
Cash Disbursements	-\$6,792,421.17	
Month Ending Cash		
and Investments Balance	\$82,799,454.92	

For County purposes all contributions are hereby accepted LGC {81.302}

August 2025 contributions received:

Reserve Donations to: VetRides \$2,368.00

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy, and based upon presentations of the Treasurer's Office, approve the report, subject to the independent auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}
On this 30th day of September, 2025.

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

Bryan Wilson, County Judge

Jim Luther Jr., Commissioner Pct. 1

Damon Beierle, Commissioner Pct. 2

Chad Collier, Commissioner Pct. 3

Joe Don Dockery, Commissioner Pct. 4

ATTEST:

Kelley Glaeser, County Auditor

Vicinta Stafford, County Clerk

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

TOTAL CASH AND INVESTMENTS AUGUST 2025

Fund		Beg Balance	adjusted prev mo	Receipts	Disbursements	Interest	End Balance	
HCNB								
050-1030-5000	APCA	\$2,031,687.88	-\$7,934.36	\$5,170,503.98	-\$5,770,400.23	\$7,129.62	\$1,423,857.27	\$1,423,857.27
	DA-SZ	\$115,651.14		\$393.88	\$0.00	\$393.88	\$116,045.02	\$116,045.02
	BOND	\$96,178.00		\$64,500.00	-\$13,500.00	\$0.00	\$147,178.00	\$147,178.00
	JP CASH BOND ACCT	\$1,750.00		\$500.00	\$0.00	\$0.00	\$2,250.00	\$2,250.00
	HISTORICAL COMM	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	JCA-Jury Clearing Acct	\$326.65	-\$6.65	\$1,715.74	-\$1,910.00	\$5.74	\$125.74	\$125.74
050-1030-1000	GEN POOLED CASH	\$6,463,653.90	\$228,286.81	\$6,534,010.03	-\$5,656,261.17	\$30,424.66	\$7,569,689.57	\$7,569,689.57
880-2070-2497	Burnet Co LPPF	\$3,477,410.00		\$7,585,460.00	-\$125,182.52	\$0.00	\$10,937,687.48	\$10,937,687.48
	County Clerk Clearing Acct	\$59,187.18	-\$59,187.18	\$44,533.35	\$0.00	\$243.20	\$44,533.35	\$44,533.35
	District Clerk Clearing Acct	\$68,395.36	-\$68,395.36	\$60,543.91	\$0.00	\$289.03	\$60,543.91	\$60,543.91
	JP1 Clearing Acct	\$11,192.60	-\$11,192.60	\$8,219.98	\$0.00	\$43.71	\$8,219.98	\$8,219.98
	JP2 Clearing Acct	\$27,143.43	-\$27,143.43	\$30,054.47	-\$261.00	\$127.98	\$29,793.47	\$29,793.47
	JP3 Clearing Acct	\$8,116.39	-\$8,116.39	\$7,181.11	\$0.00	\$34.21	\$7,181.11	\$7,181.11
	JP4 Clearing Acct	\$21,206.10	-\$21,206.10	\$19,858.29	\$0.00	\$94.46	\$19,858.29	\$19,858.29
	Treasurer Clearing Acct	\$24,531.23	-\$24,531.23	\$60,743.78	\$0.00	\$145.02	\$60,743.78	\$60,743.78
	TOTAL CASH	\$12,406,429.86	\$573.51	\$19,588,218.52	-\$11,567,514.92	\$38,931.51	\$20,427,706.97	\$20,427,706.97
	C.D. Investments							
All In FCU	CD-Gen Pooled Cash	\$248,741.96		\$0.00	-\$821.46	\$821.46	\$248,741.96	\$248,741.96
CIVIC FCU	CD-Gen Pooled Cash	\$0.00		\$245,000.00	\$0.00	\$83.57	\$245,083.57	\$245,083.57
California CrU	CD-Gen Pooled Cash	\$245,278.56		\$0.00	\$0.00	\$863.54	\$246,142.10	\$246,142.10
Highmark FCU	CD-Gen Pooled Cash	\$245,195.33		\$0.00	-\$1,009.20	\$1,009.20	\$245,195.33	\$245,195.33
MI Bk Bloomfi	CD-Gen Pooled Cash	\$248,527.93		\$0.00	-\$779.33	\$779.33	\$248,527.93	\$248,527.93
Preferred BK	CD-Gen Pooled Cash	\$245,422.88		\$0.00	-\$873.95	\$873.95	\$245,422.88	\$245,422.88
Y-12 FCU	CD-Gen Pooled Cash	\$0.00		\$245,000.00	\$0.00	\$338.30	\$245,338.30	\$245,338.30
First Freedom	CD-Gen Pooled Cash	\$245,031.55		\$0.00	-\$977.99	\$977.99	\$245,031.55	\$245,031.55
Old National B	CD-Gen Pooled Cash	\$248,794.14		\$0.00	\$0.00	\$884.35	\$249,678.49	\$249,678.49
US Bank NA	CD-Gen Pooled Cash	\$247,899.73		\$0.00	\$0.00	\$832.32	\$248,732.05	\$248,732.05
Morton Comm	CD-Gen Pooled Cash	\$248,684.89		\$0.00	-\$758.27	\$758.27	\$248,684.89	\$248,684.89
Wells Fargo B	CD-Gen Pooled Cash	\$245,380.25		\$0.00	-\$1,071.62	\$1,071.62	\$245,380.25	\$245,380.25
First Natl Bk L	CD-Gen Pooled Cash	\$252,511.56		\$0.00	-\$4,919.23	\$842.52	\$248,434.85	\$248,434.85
Peoples Savin	CD-Gen Pooled Cash	\$245,863.88		\$0.00	-\$1,030.01	\$1,030.01	\$245,863.88	\$245,863.88
Legacy Bank &	CD-Gen Pooled Cash	\$248,684.89		\$0.00	-\$758.27	\$758.27	\$248,684.89	\$248,684.89
Treasury								
		\$3,216,017.55		\$490,000.00	-\$12,999.33	\$11,924.70	\$3,704,942.92	
TEXPOOL								
	PRESERVATION	\$1,114.69		\$0.00	\$0.00	\$4.03	\$1,118.72	\$1,118.72
	RECORDS ARCHIVES	\$69,192.78		\$0.00	\$0.00	\$253.00	\$69,445.78	\$69,445.78
	ROAD & BRIDGE	\$1,277,077.67		\$0.00	\$0.00	\$4,669.59	\$1,281,747.26	\$1,281,747.26
	HOTEL/MOTEL	\$755.03		\$0.00	\$0.00	\$2.79	\$757.82	\$757.82
	DEBT SERVICE	\$1,275,975.05		\$0.00	\$0.00	\$4,665.56	\$1,280,640.61	\$1,280,640.61
	LPPF	\$0.00		\$125,182.52	\$0.00	\$10,074.17	\$135,256.69	\$135,256.69
	TOTAL TEXPOOL	\$2,624,115.22		\$125,182.52	\$0.00	\$19,669.14	\$2,768,966.88	
LOGIC								
	HOTEL/MOTEL	\$1,292,847.02		\$0.00	\$0.00	\$4,825.21	\$1,297,672.23	\$1,297,672.23
	RECORDS ARCHIVES	\$71,027.51		\$0.00	\$0.00	\$265.11	\$71,292.62	\$71,292.62
	ROAD & BRIDGE	\$3,871,958.05		\$0.00	\$0.00	\$14,451.08	\$3,886,409.13	\$3,886,409.13
	GENERAL	\$16,754,052.33		\$0.00	\$0.00	\$62,530.02	\$16,816,582.35	\$16,816,582.35
	DEBT SERVICE	\$1,078,370.91		\$0.00	\$0.00	\$4,024.73	\$1,082,395.64	\$1,082,395.64
	TN2024	\$3,480,066.24		\$0.00	\$0.00	\$12,988.41	\$3,493,054.65	\$3,493,054.65
	TOTAL LOGIC	\$26,548,322.06		\$0.00	\$0.00	\$99,084.56	\$26,647,406.62	
TXCLASS								
	TN2020	\$1,760,326.38		\$0.00	-\$250,000.00	\$5,823.05	\$1,516,149.43	\$1,516,149.43
	ROAD & BRIDGE	\$1,926,127.77		\$0.00	-\$1,000,000.00	\$4,185.96	\$930,313.73	\$930,313.73
	GENERAL	\$16,813,216.87		\$0.00	-\$3,000,000.00	\$53,775.26	\$13,866,992.13	\$13,866,992.13
	TN2022	\$1,770,862.46		\$0.00	-\$250,000.00	\$5,862.41	\$1,526,724.87	\$1,526,724.87
	DEBT SERVICE	\$727,189.55		\$0.00	\$0.00	\$2,716.22	\$729,905.77	\$729,905.77
	REST/DEDICATED FUNDS	\$7,784,969.25		\$0.00	\$0.00	\$29,078.48	\$7,814,047.73	\$7,814,047.73
	TN2023	\$2,855,631.52		\$0.00	\$0.00	\$10,666.35	\$2,866,297.87	\$2,866,297.87
	TOTAL TXCLASS	\$33,638,323.80		\$0.00	-\$4,500,000.00	\$112,107.73	\$29,250,431.53	
	TOTAL INVESTMENTS	\$66,026,778.63	\$0.00	\$615,182.52	-\$4,512,999.33	\$242,786.13	\$62,371,747.95	\$62,371,747.95
	TOTAL CASH	\$12,406,429.86	\$573.51	\$19,588,218.52	-\$11,567,514.92	\$38,931.51	\$20,427,706.97	\$20,427,706.97
	LESS FUND TRANSFERS			-\$5,390,276.27	\$5,390,276.27			\$0.00
	LESS INVEST TRANSFERS			-\$3,897,816.81	\$3,897,816.81			
	INVESTMENTS	\$66,026,778.63	\$0.00	\$615,182.52	-\$4,512,999.33	\$242,786.13	\$62,371,747.95	\$62,371,747.95
	TOTAL CASH & INVESTMENTS	\$78,433,208.49	\$573.51	\$10,915,307.96	-\$6,792,421.17	\$242,786.13	\$82,799,454.92	\$82,799,454.92

	6 Month T-Bill	TexPool	Logic	TX Class	HCNB
% Rate for Month	4.01%	4.31%	4.39%	4.39%	4.07%

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

11.

Meeting Date: 09/30/2025

Subject

Discuss, consider, and take appropriate action regarding invoices without PO's or contracts as required in Local Government Code § 113.901. (Wilson)

Attachments

Invoice without a PO 9.30.25 Comm Pct 2

Invoice without a PO 9.30.25 Comm Pct 4



Kelley Glaeser <kglaeser@burnetcountytexas.org>

Invoice from Johnson Sewell

4 messages

Tessa Rowland <trowland@burnetcountytexas.org>

Mon, Sep 22, 2025 at 5:49 PM

To: Damon Beierle <dbeierle@burnetcountytexas.org>

Cc: Kelley Glaeser <kglaeser@burnetcountytexas.org>, Helen Cummins <hcummins@burnetcountytexas.org>

Hello,

Johnson Sewell sent us an invoice for unit #225 which we do not have a PO for. Will you please provide us with an explanation for why a PO was not obtained for this repair?

Thank you,
Tessa Rowland
Assistant Auditor
512-715-5211 office



2 attachments **RB2-Johnson Sewell Invoice #191842 UN#225.pdf**
288K **BU983A~1.PDF**
678K

Damon Beierle <dbeierle@burnetcountytexas.org>

Tue, Sep 23, 2025 at 7:56 AM

To: Tessa Rowland <trowland@burnetcountytexas.org>

Cc: Kelley Glaeser <kglaeser@burnetcountytexas.org>, Helen Cummins <hcummins@burnetcountytexas.org>

This is an insurance claim, the guys did as instructed and dropped off at Johnson Ford for repair.

Damon C. Beierle
Burnet County Commissioner Pct. 2
512-715-2611 - Cell
512-715-5232 - Office



[Quoted text hidden]

Tessa Rowland <trowland@burnetcountytexas.org>

Tue, Sep 23, 2025 at 8:37 AM

To: Damon Beierle <dbeierle@burnetcountytexas.org>

Cc: Kelley Glaeser <kglaeser@burnetcountytexas.org>, Helen Cummins <hcummins@burnetcountytexas.org>

Good morning,

I never got a copy of the estimate to send to insurance. The last correspondence I had with you was that Chet was going to send me a copy of the estimate when he gets one to see if it meets the deductible, which was on 8/19. Then Kristin from Johnson Sewell sent us the invoice yesterday and an email stating it was dropped off on 9/11, and Jamie gave her the "go ahead" for repairs on 9/15. Before submitting to insurance, we look at the estimate to see if it meets the \$2,500 deductible. If it does, then I submit a claim for insurance to review. If they approve it and make a payment, I let the department know, and issue a PO for repair. If it does not meet the deductible, then the department still needs a PO in order to make a purchase, including repairs. But without the estimate, I cannot send it to insurance. I'm sorry if I was unclear, but regardless of insurance, a PO is always needed.

Thank you,
Tessa

[Quoted text hidden]

Damon Beierle <dbeierle@burnetcountytexas.org>

Tue, Sep 23, 2025 at 8:54 AM

To: Tessa Rowland <trowland@burnetcountytexas.org>

Cc: Kelley Glaeser <kglaeser@burnetcountytexas.org>, Helen Cummins <hcummins@burnetcountytexas.org>

Ok

Damon Beierle
Burnet County Commissioner Pct. 2
512-715-2611 cell
www.burnetcountytexas.org

Typos courtesy of my iPhone

[Quoted text hidden]

CUSTOMER #: 214116



191842

Johnson
Sewell

INVOICE

JOHNSON SEWELL FORD

3301 Highway 281 North
Marble Falls, Texas 78654
Phone: (830) 693-5577

www.johnsonsewell.com

BURNET COUNTY PCT #2
220 S PIERCE ST
BURNET, TX 78611-2200

HOME: 512-755-1126 CONT: 512-715-2612

BUS: CELL: 512-715-2612

PAGE 1

SERVICE ADVISOR: 4710 HALEY SHYPKOWSKI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
WHITE	24	FORD F250 PICKUP	1FT7W2BA7REE81914	1609078	21409/21409		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10SEP25 DD					65.00	CASH	22SEP25

R.O. OPENED: READY: OPTIONS: DLR: 52H144

15:28 12SEP25 11:21 22SEP25

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	REPAIR PER ESTIMATE	/	/				
	RPE REPAIR PER ESTIMATE						
	4616	CBB	23.90		1792.50	1792.50	
	1	ML3Z*1620124*E	DOOR ASY - FRONT		1107.72	1107.72	1107.72
	PRESCAN SCAN FOR CODES PRIOR TO REPAIRS						
	2112	COKENDOLPHER, KEVIN	LIC#: Y				
		CBB	10.00		75.00	75.00	
	POSTSCAN SCAN FOR CODES AFTER REPAIRS						
	2112	COKENDOLPHER, KEVIN	LIC#: Y				
		CBB	0.00		75.00	75.00	
PARTS:	1107.72	LABOR:	1942.50	OTHER:	0.00	TOTAL LINE A:	3050.22

B	PAINT TO MATCH						
	PTM PAINT TO MATCH						
	4341	HERNANDEZ, EDEN	LIC#: Y				
		CBP	5.55		416.25	416.25	
	PTM PAINT TO MATCH						
	4344	MENIZ, JOSE	LIC#: Y				
		CBP	5.55		416.25	416.25	
	MISC PAINT/MATERIALS						
		CBM			555.00	555.00	
	SUBL EPC, COVER CAR						
		CBP			31.50	31.50	
PARTS:	0.00	LABOR:	832.50	OTHER:	586.50	TOTAL LINE B:	1419.00

*****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.

SIGNED _____

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	2775.00
PARTS AMOUNT	1107.72
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	31.50
MISC. CHARGES	555.00
TOTAL CHARGES	4469.22
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	4469.22



Helen Cummins <hcummins@burnetcountytexas.org>

Re: ACCT#475047 - PAST DUE INVOICE

1 message

Helen Cummins <hcummins@burnetcountytexas.org>

Wed, Sep 17, 2025 at 2:26 PM

To: Barbie Paris <barbieparis@unitedagt.com>, Homer Will <homerdwill@gmail.com>

Good Afternoon,

Our records do not show where a purchase order has been set up so we are unable to process the invoice for payment. I am including our Foreman Homer Will in this email for his assistance.

Thanks,
Helen

On Wed, Sep 17, 2025 at 1:43 PM Barbie Paris <barbieparis@unitedagt.com> wrote:

Can I get the payment status on the attached invoice? Your prompt attention to this situation will be greatly appreciated.

If you have any questions, please contact me.

Thank YOU,

Barbie Paris

Accounts Receivable

United Ag & Turf

7736 Central Park Drive

Waco, TX 76712

254-230-4935

www.unitedagandturf.com



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United Ag & Turf
809 Steve Hawkins Pkwy
Marble Falls, TX 78654
Phone: (830) 693-6477



www.unitedagandturf.com



REMIT PAYMENT TO:
UNITED AG & TURF
7736 CENTRAL PARK DR.
WACO, TX 76712

PARTS INVOICE

Invoice To Account No.: 475047

Deliver To Account No.: 475047

BURNET COUNTY PRECINCT 4
220 S PIERCE
ATTN: ACCOUNTING
BURNET TX 78611
US

BURNET COUNTY PRECINCT 4
220 SOUTH PIERCE STREET
BURNET TX 78611
US

Invoice No: 13972728
Date: 5/29/2025
Page: 1 of 1
Payment Type: Account

Bus Ph: 4098822242 Prv Ph:

Bus Ph: 4098822242 Prv Ph:

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bin Loc	List Price	Net Price	Extended Price	Tax Ind
4.00	0.00	W38627	WASHER	V1B5	11.41	9.88	\$39.52	N
6.00	0.00	W50958	LOCK NUT	V1D5	9.15	8.00	\$48.00	N
2.00	0.00	FH329908	BLADE	BB16	64.65	54.89	\$109.78	N
2.00	0.00	FH329914	BLADE	A039	53.28	45.25	\$90.50	N
2.00	0.00	FH329915	BLADE	A039	53.28	45.25	\$90.50	N
2.00	0.00	FH349597	BOLT	V10E5	39.56	35.61	\$71.22	N
2.00	0.00	FH351483	WASHER	V10H3	11.73	10.15	\$20.30	N
2.00	0.00	A-63607BH	HARDWARE K		36.07	36.07	\$72.14	N
4.00	0.00	404-50076631	BUSH HOG 24-3/4 CCW ROTARY CUTTE	F062	78.05	78.05	\$312.20	N
64.00	0.00	FREIGHT	FREIGHT		1.00	1.00	\$64.00	N
4.00	0.00	W38054	BOLT	V1B6	39.56	35.61	\$142.44	N

Invoice Notes:

IAN 512-234-0037 (PICKED UP ALL PARTS EXCEPT (2) A-63607BH. CALLED IAN TWICE FOR PO & NEVER RECEIVED.

INVOICE CONTAINS \$91.52 DISCOUNT

Customer PO No: NEED PO
Tax Exempt No: 74-6000454
Salesperson: Edward Koch

Parts: \$996.60
Misc: \$64.00
Sales Tax: \$0.00
Deposit: \$0.00
Total: \$1,060.60

*** DOCUMENT COPY ***

TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1.5% per month (18% APR) will be added to all past due invoices except where prohibited by law. All returned items will be assessed a restocking fee.

From November through February, we will be closed on Saturdays. See numbers above for after hours service. The presentation of an agriculture exemption certificate, that renders any product tax exempt, implies its use is exclusively for agriculture production. Upon signing below I agree to the terms stated above. Thank you for choosing United Ag & Turf, we appreciate your business!

Received by: Date:

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

13.

Meeting Date: 09/30/2025

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 documents and actions to enter an Agreement between Bertram Chamber of Commerce and Burnet County;
 - b. Approval to sign and execute all documents and actions to enter an Agreement between Buchanan Dam Chamber of Commerce and Burnet County;
 - c. Approval to sign and execute all documents and actions to enter an Agreement between Burnet Chamber of Commerce and Burnet County;
 - d. Approval to sign and execute all documents and actions to enter an Agreement between Kingsland Chamber of Commerce and Burnet County;
 - e. Approval to sign and execute all documents and actions to enter an Agreement between Marble Falls/ Highland Lakes Area Chamber of Commerce and Burnet County;
 - f. Approval to sign and execute all documents and actions to enter an Agreement with Reliable Tire for the Household Hazardous Waste Collection Event;
 - g. Approval to sign and execute all documents and actions to enter a renewal for FY26 Pest Control Services with Circle S Pest Control, Inc;
 - h. Approval to sign and execute all documents and actions to enter a renewal of the Burnet County Tourism and Marketing FY26 Tourism Marketing Agreement with Victory Media Marketing; and
 - i. Approval to sign and execute all documents and actions to enter a Memorandum of Understanding Concerning Communication and Coordination Between Burnet Consolidated Independent School District Police Department and Burnet County Sheriff's Office (Wilson/ Boyd).
-

Attachments

26 BERTRAM CHAMBER OF COMMERCE AGREEMENT
26 BUCHANAN DAM CHAMBER OF COMMERCE
26 BURNET CHAMBER OF COMMERCE
26 KINGSLAND CHAMBER OF COMMERCE AGREEMENT
26 MARBLE FALLS AREA CHAMBER OF COMMERCE AGREEMENT
26 RELIABLE TIRE CONTRACT
Circle S Pest Control Agreement
FY26 Victory Marketing Contract
MOU Between BCISD and BCSO
Exhibit A BCISD facilities
Exhibit B BCISD District Boundaries

BERTRAM CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the **Bertram Chamber of Commerce**, herein after referred to as "Chamber" and **Burnet County**, herein after referred to as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

- 1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rates and other relevant information for the promotion of the respective lodge.**
- 2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly known as its visitor center.**
- 3. The placement of individual lodging properties' literature at Chamber's visitor center.**
- 4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.**

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October 1, 2025 through September 30, 2026.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of September, 2025.

Burnet County Judge

Bertram Chamber Executive Director

BUCHANAN DAM CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the **Buchanan Dam Chamber of Commerce**, herein after referred to as "Chamber" and Burnet County, herein after referred as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

- 1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.**
- 2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.**
- 3. The placement of individual lodging properties' literature at Chamber's visitor center.**
- 4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.**

County agrees to pay a fee of \$5,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October1 2025 through September 30, 2026.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of September, 2025.

**Burnet County Judge
Director**

Buchanan Dam Chamber Executive

BURNET CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the **Burnet Chamber of Commerce**, herein after referred to as "Chamber" and Burnet County, herein after referred as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

- 1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.**
- 2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.**
- 3. The placement of individual lodging properties' literature at Chamber's visitor center.**
- 4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.**

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October 1 2025 through September 30, 2026.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of September, 2025.

Burnet County Judge

Burnet Chamber Executive Director

KINGSLAND CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the **KINGSLAND Chamber of Commerce**, herein after referred to as "Chamber" and Burnet County, herein after referred as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.
2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.
3. The placement of individual lodging properties' literature at Chamber's visitor center.
4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October 1 2025 through September 30, 2026.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of September, 2025.

Burnet County Judge

Kingsland Chamber Executive Director

MARBLE FALLS/ HIGHLAND LAKES AREA CHAMBER OF COMMERCE SERVICE AGREEMENT

The following is an Agreement between the **Marble Falls/ Highland Lakes Area Chamber of Commerce**, herein after referred to as "Chamber" and Burnet County, herein after referred as "County".

Chamber is an organization which will advertise and promote lodging properties on behalf of the County's Tourism Office. County is a government entity. Among its obligations, County operates a Tourism Office for the promotion of tourism in order to increase occupation rates for the lodging entities which exist in the unincorporated area of Burnet County. Such entities are considered to be "County Lodging Properties".

Specifically, Chamber shall provide the following:

1. Individual placement of the County Lodging Properties on the Chamber's website. Each of the County Lodging Properties will have listing information published on the site, and their operators will be given access on a "mini-site" or area on the site to place descriptions, photos, rated and other relevant information for the promotion of the respective lodge.
2. The individual listing of the County Lodging Properties on a lodging table to be published on the Chamber's guide, a printed magazine type of advertisement of Chamber's members for visitors and tourists requesting lodging information. The guide is used as a daily reference at the Chamber's place of business commonly know as its visitor center.
3. The placement of individual lodging properties' literature at Chamber's visitor center.
4. In regards to individuals or organizations that contact the Chamber in any manner seeking information that matches the amenities and/or characteristics of any County Lodging Properties. Referrals of said properties shall be made for their consideration.

County agrees to pay a fee of \$10,000.00 to Chamber for the services provided. Payment in full amount shall be made to Chamber upon approval of the agreement and an invoice has been received. The initial term of this agreement is for one year beginning October1 2025 through September 30, 2026.

This agreement shall automatically renew annually with the Chamber's understanding that all obligations of "County" under this contract are subject to the availability of "County" funds. If such funds are not appropriated or become unavailable, the contract may be terminated by the "County".

County reserves the right to review any and all information listed on Chamber's website and guide for accuracy prior to information being published to the public. Failure to provide the "County" the opportunity to review listed information for accuracy and completeness in advance to publication shall result in the financial cost to correct the error to be absorbed by the Chamber.

This agreement is signed on the _____ day of September, 2025.

Burnet County Judge

Marble Falls Chamber Executive Director

BURNET COUNTY & RELIABLE TIRE DISPOSAL AGREEMENT

This Agreement is entered into as of the _____ day of _____ the "Agreement") by and between **Reliable Tire Disposal** (hereinafter "Contractor") and Burnet County (Customer).

1. **Purpose and Term of Agreement:** This Agreement sets forth the terms and conditions under which CONTRACTOR shall provide the Services (as hereinafter defined). The term of this Agreement shall commence on the Effective Date October 25, 2025 and shall continue in effect until terminated at the end of Burnet County Household Hazardous Waste Event and Reliable Tire has removed all tires from the site.
2. **Services:**
 - a. **Services Offered:** This Agreement provides for the expedited and simplified contracting and performance of Services by CONTRACTOR for CUSTOMER as provided in any Work Order Authorization (as hereinafter described) issued under this Agreement and accepted by CONTRACTOR, subject to the terms and conditions governing such Services as set forth in this Agreement, an Attachment or a Work Order Authorization.
 - b. **Work Order Authorization:** When CUSTOMER requires any Services covered by this Agreement, CUSTOMER shall issue to CONTRACTOR in writing a purchase order, work authorization, notice to proceed, bid, or proposal. Any Work Order Authorization issued by CUSTOMER is subject to the terms and conditions of this Agreement. If CONTRACTOR agrees to perform the Services requested in the Work Order Authorization, CONTRACTOR shall provide the Services under the terms and conditions of this Agreement, the relevant Attachment identifying the Services, and the applicable Work Order Authorization. In the event of any conflict between this Agreement and an Attachment or a Work Authorization, this Agreement shall control. The terms of an Attachment shall control over those of a Work Authorization.
3. **Fees and Billing:**
 - a. **Amount:** CUSTOMER agrees to pay CONTRACTOR for the performance of the Services hereunder at the fees or rates set forth in the Attachment issued, or if not specified therein, at CONTRACTOR'S standard fees or rates for such Services are rendered. (See Attachment from Reliable Tire for pricing).
 - b. **Invoices:** Unless otherwise specified in writing signed by CONTRACTOR, CONTRACTOR shall invoice CUSTOMER on a monthly basis or as agreed for the Services performed, and CUSTOMER shall pay such invoice within thirty (30) days after the date of the invoice. In the event CUSTOMER has a good-faith objection to an invoice. In the event CUSTOMER has a good-faith objection to an invoice,

CUSTOMER shall pay the undisputed amount pursuant to the terms of this Agreement and notify CONTRACTOR of said objections. To the extent CUSTOMER has paid CONTRACTOR for any of the Services, CONTRACTOR shall not create any lien or encumbrance on the Customer's property relating to such Services.

- c. **Late Payment:** For any payment received by CONTRACTOR after (30) days from the date of invoice, CONTRACTOR may charge CUSTOMER an additional service charge of 1.5 percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less. CUSTOMER shall pay all reasonable costs of collection, including attorney's fees and expenses, incurred by CONTRACTOR in the collection of payment of invoices which are not paid or timely paid by CUSTOMER as applicable by law.
- d. **Non -Payment of Invoices:** Except for invoices or portions thereof with respect to which CUSTOMER has timely notified CONTRACTOR of a good faith objection, if payment of CONTRACTOR invoices is not maintained on a 45day current basis, CONTRACTOR may suspend further performance of any or all Services and/or withhold any and all materials, labor, work until full payment.
- e. **Change in Fees or Rates:** Fees or rates for Services may be changed by CONTRACTOR upon thirty (30) day prior written notice to CUSTOMER.
- f. **Notice of Non-Compliance with Law:** CONTRACTOR shall notify CUSTOMER in the event it permits, licenses =, certificates, or approvals to perform the Services or to operate a facility are modified, revoked, suspended, surrendered, transferred or otherwise changes such that there is a material adverse effect upon the Services.
- g. In no event shall either party be liable for the other party's special , indirect, incidental or consequential damages including commercial loss, loss of use, or lost profits whether arising by breach of contract.

4. **INSURANCE:** CONTRACTOR shall procure and maintain, at its expense during the term of this Agreement, at least the following insurance

COVERAGE	LIMITS
Workers Comp	Statutory, 1,000,000 each occurrence
General Liability/Excess	1,000,000/2,000,000 each occurrence
Commercial Auto Lib	2,000,000 combined single limit

5. **CUSTOMER SITE ACCESS:** CUSTOMER shall provide access to CUSTOMER'S property and/or work site during the hours of the event.
6. **INDEPENDENT CONTRACTOR:** The relationship between CONTRACTOR and CUSTOMER under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise

control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

7. **Force Majeure:** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority, fire, flood, windstorm, explosion, riot, war, labor problems, court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party.
8. **Termination:** This contract shall be terminated upon completion of the Household Hazardous Collection Event to be held on October 25, 2025 and when all items assigned to contractor are removed from the event site.
9. **Assignment:** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. **Disputes:** All claims, disputes or controversies arising out of or relating to the interpretation, application, performance or enforcement of this Agreement may be submitted to mediation prior to initiating any court proceedings.
11. **Modification:** Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by authorized representatives of each party.
12. **Effective Date:** This Agreement shall not become effective and binding until all of the parties have executed this Agreement, as indicated by each party's signature below. Upon such full execution by the parties, this Agreement shall be effective and binding on the parties as of the date upon which the last party signed this Agreement.
13. **Venue:** Burnet County Reuse and Recycle Center located at 2411 FM 963 Burnet, Texas 78611

CUSTOMER: Burnet County

CONTRACTOR: Reliable Tire

BY:

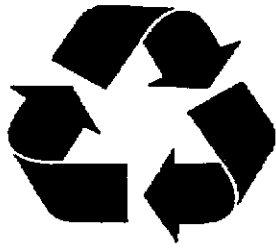
BY:

Bryan Wilson, County Judge

Anetra Thomas, owner

Date: _____

Date: _____



Reliable
Tire Disposal 

AGREEMENT FOR USE OF RELIABLE TIRE DISPOSAL TRAILER

I hereby request use of a Reliable Tire Disposal trailer owned by Reliable Tire Disposal,

I agree to comply with the following conditions:

- I will **NOT** move the trailer once it is delivered.
- I understand that nothing other than tires **without rims** and free of all debris are allowed to be put in trailer under any circumstances.
- I understand that if any tires on rims are loaded in the trailer, I will be charged an additional \$25.00 per passenger/ \$75.00 per semi each.
- I will **NOT** place tires greater than 17.5x25 in the trailer.
- I will **NOT** place toxic or hazardous waste (pesticides, herbicides, paint, motor oil, gasoline, etc.) in trailer.
- I will **NOT** overload the trailer. I understand that if the trailer is overloaded, it will be my financial obligation to pay for the removal of the waste. I understand that under no circumstances may the trailer be loaded above the top of the trailer.
- I release **Reliable Tire Disposal** from all liability arising out of or in connection with the use of the trailer including damages resulting from **Reliable Tire Disposal** equipment or personnel being on private property to deliver or remove the trailer.
- I will be responsible for any injuries that result to individuals using the trailer or damages directly to the trailer while it is being used on my property.
- I will be responsible for the payment of any cost associated with manual dumping of the trailer or sorting of materials which were placed in the trailer in violation of the above rules, including damage to the trailer.
- I will pay all costs of court and reasonable attorney's fees in the event of any action being filed to enforce and term or conditions of this agreement.

Per trailer pricing:

The trailer will be delivered to your location loaded by your staff:

DROP OFF DATE: Friday October 24,2025

PICK UP DATE: Monday October 27,2025

DROP OFF LOCATION: 2411 FM 963 Burnet, Tx 78611

PLEASE NOTE IF THE TRAILER GETS STUCK YOU WILL BE RESPONSIBLE FOR THE TOW BILL.

Total number of trailers requested: 1 Total \$ for trailers requested: \$2,500

**If you request a trailer but do not use it or use only a portion of it, you will still be charged the fee per trailer requested.

**Whole tires only/no cut tires, tires with rims, tracks, and OTR's

All tires collected by Reliable Tire Disposal will be brought back to our Burnet facility and shredded into 1" chips and then delivered to one of multiple locations where it is used as Tire Derived Fuel (TDF). The steel recovered from the tires will be sent to a steel foundry and recycled into rebar and angle iron products.

COMPANY NAME: BURNET COUNTY

MAIL ADDRESS 133 E JACKSON ST

PHONE# 512- 756- 5495

PRINTED NAME: BURNET COOUNTY

SIGNATURE: _____ Date _____

Thank you,
Gary and Anetra Thomas
Reliable Tire Disposal

WE ARE LICENSED WITH TCEQ AS A SCRAP TIRE TRANSPORTER ... LIC#6200792, SCRAP TIRE PROCESSOR ... LIC#6200988 AND STORAGE FACILITY LIC #160000

132 CR 305 • BURNET TX • 78611
PHONE: 512-756-8218

Circle S Pest Control, Inc.

PO BOX 771 Burnet, TX 78611 (512) 756-6645
TPCL # 6353 circlespestcontrol@gmail.com

CIRCLE S PEST CONTROL, INC. will provide routine **Pest Control Service** (preventative pesticide inspections and treatments) to **BURNET COUNTY OFFICES (see list)** for the **control** of spiders, cockroaches, water roaches, scorpions, beetles, ants, earwigs and sow bugs. Please note: treatment for fleas, bees, wasps or hornets will be priced and treated separately. The same applies to termite treatment and rodent control, which includes trapping, baiting and exclusion.

Pest Control Service will consist of:

- (a) Quarterly-indoor spraying and outdoor perimeter spraying with chemical product(s) approved for its intended use and applied in a manner consistent with regulations established by the State of Texas. Glue-boards will be used when necessary and beneficial at a cost of **\$20 per case of 72**.
- (b) Monthly-outdoor bait boxes will be installed (as needed) for rodent control at a one-time cost of **\$40 each**. (Currently, bait boxes are in place at the N. Annex, Sheriff's Office, AgriLife and the JCM Memorial Library). All bait boxes will be inspected monthly and refilled as needed at a cost of **\$25 per month, per location**. If rodent exclusion becomes necessary, the area(s) will be assessed and priced for work within our scope of work.
- (c) Tri-Annually (3 times a year) – fire ant programs will be provided in the spring, summer and fall, typically March, June and September, for the 5 locations requested.

Routine Pest Control Services will be scheduled in advance with the Maintenance Supervisor and all buildings posted with a 48-hour **NOTICE OF PEST CONTROL TREATMENT**. Services will be performed at times mutually agreed upon as to not disrupt the normal operations of any department.

Complaints or recall work that is necessary between scheduled services will be handled within 24-hours after notification at a cost of **\$100 per hour (1-hour minimum)**. That charge will cover the labor and materials to satisfy the complaint or recall.

In addition to the above-mentioned routine **Pest Control Service**, the following services will be provided on an as-needed basis and at an additional cost to the County:

- (a) Spraying of pecan trees, shrubs and lawns for the control of insects, other than fire ants, will be performed on an as-needed basis at a cost of **\$100 per hour (1-hour minimum)** and **cost/plus 10%** for the chemical product(s) needed for the treatment.
- (b) Where a service is requested on any additional building(s) not currently set up on the routine Pest Control Service, a cost will be provided to the County and mutually agreed upon before service is performed.

- (c) If an inspection reveals a termite infestation, treatment options and costs will be provided to the County and mutually agreed upon before service is performed.
- (d) During cricket season, additional outdoor perimeter spraying may be necessary. The cost for that service will be **\$100 per hour** (1-hour minimum) and **cost/plus 10%** for the chemical product(s) needed for the treatment.

General Pest Control	Quarterly (x4)	Annual Cost
AgriLife, N. Vandeveer	100.00	400.00
Herman Brown Library, 100 E. Washington	100.00	400.00
County Courthouse, 220 S. Pierce St.	150.00	600.00
Annex on the Square, 133 E. Jackson	60.00	240.00
Public Services Bldg., 120 Co Rd 250	75.00	300.00
Elections Bldg., 106 W. Washington	45.00	180.00
Historic Jail, 200 E. Washington	60.00	240.00
Maintenance Shop, 601 E. Coke	75.00	300.00
Sheriff (Law Enforcement), 1601 E. Polk	275.00	1100.00
Elections Bldg., 1701 E. Polk	45.00	180.00
Records Storage, 1701 E. Polk	45.00	180.00
Courthouse, N. Annex, 1701 E. Polk	80.00	320.00
South Annex, 810 Steve Hawkins Pkwy	75.00	300.00
Public Defenders Office, 120 Co Rd 250	132.00	528.00
Burnet County Jail, 900 County Lane*	450.00	1800.00
Emergency Mgmt & Magistrate, 607 N Vandeveer	135.00	540.00
Burnet County Precinct 2 Storage, 597 FM 2657	200.00	800.00
Joann Cole Mitte Memorial Library, Bertram	275.00	1100.00
TOTAL QUARTERLY AND ANNUAL COST	\$2,377.00	\$9,508.00

**Entire facility to be treated quarterly, kitchen to be treated monthly @ 75.00 per month*

Rodent Control	Monthly (x 12)	Annual Cost
Courthouse, N. Annex, 1701 E. Polk	25.00	300.00
Sheriff (Law Enforcement), 1601 E. Polk	25.00	300.00
AgriLife, N. Vandeveer	25.00	300.00
JCM Memorial Library, Bertram	25.00	300.00
TOTAL MONTHLY AND ANNUAL COST	\$100.00	\$1,200.00

Fire Ant Program	Tri-Annual (x3)	Annual Cost
County Courthouse, 220 S. Pierce St.	90.00	270.00
Courthouse, N. Annex, 1701 E. Polk	90.00	270.00
South Annex, 810 Steve Hawkins Pkwy	90.00	270.00
Sheriff (Law Enforcement), 1601 E. Polk**	90.00	270.00
Juvenile Probation, 200 E. Washington	60.00	180.00
TOTAL TRI-ANNUAL AND ANNUAL COST	\$420.00	\$1,260.00

***Cost is to treat immediate public areas only.*

Invoices will be sent upon completion of work and payment is appreciated upon receipt.

Should you feel a need to cancel this Agreement, we kindly request a 30 day notice.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications, for the period of October 1, 2025 through September 30, 2026.

Jami Hood
Signature

08/31/2025
Date

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work and payment will be made accordingly.

ACCEPTED:

Signature

Date

Signature

Date



Licensed and regulated by the Texas Department of Agriculture
PO BOX 12847, Austin TX 78711-2847
Phone 866-914-4481 Fax 888-232-2567

BURNET COUNTY OFFICE-MASTER SCHEDULE 2025-2026

General Pest Control – Quarterly

1 st Friday 4:00	AgriLife, Emergency Mgmt &Magistrate	N. Vandever
1 st Friday	Burnet County Precinct 2 Storage	597 FM 2657
2 nd Friday 8:10 am	Herman Brown Library- <i>*call 715-5228*</i>	100 E. Washington
2 nd Friday 10-6	J C M Memorial Library- <i>*call 355-2113*</i>	Bertram
2 nd Friday AM	Annex on the Square	133 E. Jackson
2 nd Friday	County Courthouse	220 S. Pierce St.
2 nd Friday	Public Services Bldg	120 Co. Rd. 250
2 nd Friday	Public Defenders Office	120 Co. Rd. 250
Keybox 1965	Maintenance Shop	601 E. Coke
2 nd Friday 3:00-5:00	Sheriff (Law Enforcement)	1601 E. Polk
2 nd Friday 8:00-5:00	Elections Bldg.	1701 E. Polk
2 nd Friday Maint opens	Records Storage	1701 E. Polk
2 nd Friday 4:00	Courthouse, N. Annex	1701 E. Polk
3 rd Wednesday 5:00	Burnet County Jail–Kitchen (monthly)	900 County Lane
3 rd Wednesday 8:30	Burnet County Jail-Facility	900 County Lane
3 rd Friday 8:30-11:00	S. Annex	810 Steve Hawkins Pkwy.

Rodent Control - Monthly

Check and refill bait boxes @ \$25 each

Oct – Nov – Dec – Jan – Feb – Mar – Apr – May – Jun – Jul – Aug – Sep

AgriLife	N. Vandever
Courthouse, N. Annex	1701 E. Polk
Sheriff's Office	1601 E. Polk
JCM Memorial Library	Bertram

Fire Ant Program – TriAnnual

Coordinate with Richard (512-755-9603) to turn off sprinkler systems
Mar/Apr – Jun/Jul – Sep/Oct

County Courthouse	220 S. Pierce St.
Courthouse, N. Annex	1701 E. Polk
South Annex	810 Steve Hawkins Pkwy, MF
Sheriff's Office	1601 E. Polk
Historic Jail	200 E. Washington

TOURISM/MARKETING SERVICES CONTRACT

STATE OF TEXAS
COUNTY OF BURNET

THIS CONTRACT, INCLUDING ATTACHMENT 'A', FOR TOURISM/MARKETING SERVICES is made by and between the County of Burnet, hereinafter call "County" and Victory Media "Contractor" for the purpose of contracting for Marketing Services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of Consultants; and

WHEREAS, the County desires to contract for marketing services described as follows: Updating and implementing a marketing plan for Burnet County.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE 1

SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall perform those marketing services for the fulfillment of the contract as identified in Contractor's Proposal provided by the Contractor, attached hereto as Attachment A and made a part thereof this contract.

ARTICE 2

CONTRACT PERIOD

This contract shall terminate by the close of business on September 30, 2026 , unless extended by supplement agreement duly executed by the Contractor and the County prior to the date of termination, as provided in Article 6- Supplement Agreements, or otherwise terminated, as provided in Article 11- Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this contract is **\$42,000.00**. Payments will be based upon monthly invoices detailing services rendered, with a maximum allowable **monthly payment of \$3,500.00**. The Contractor agrees to furnish the work as described in the attached proposal for a fee not to exceed \$42,000.00 per year

ARTICLE 4 SUSPENSION

The County may suspend the work, but not terminate the contract, by giving written notice a minimum of thirty (30) calendar days prior to the date of suspension. The thirty (30) day notice may be waived if approved in writing by both parties.

The work will be reinstated and resumed in full force and effect within sixty (60) calendar days of receipt of written notice from the County to resume the work. The sixty (60) day notice may be waived if approved in writing by both parties

If the County suspends the work, the contract period, as determined in Article 2- Contract Period, is not affected and the contract will terminate on the date specified unless the contract is amended as provided in Article 6-Supplemental Agreements.

ARTICLE 5 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, it shall promptly notify the County in writing. In the event the County determines that such work constitutes extra work and exceeds the maximum amount payable, the County shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 6-Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The County shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this contract or as amended.

ARTICLE 6 SUPPLEMENTAL AGREEMENTS

The terms of this contract may be modified by supplemental agreement if the County determines that there has been a significant change in the scope, complexity, or character of the service to be performed or the duration of the work.

Any supplement agreement must be executed by both parties within the contract period specified in Article 2 Contract Period.

No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the County. The County reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 7
PUBLIC INFORMATION ACT

ALL data, basis sketched, charts, calculations, plans specifications, and other documents created or collected under the terms of this contract are the exclusive property of the County and shall be furnished to the County upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the County shall be delivered to the County upon completion or termination of this contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract. Release of information will be in accordance with the Texas Public Information Act.

ARTICLE 8
PERSONNEL EQUIPMENT AND MATERIAL

The Contractor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Contractor shall have knowledge and experience as will enable them to perform the duties assigned to them.

The County may instruct the Contractor to remove any employee from the association with the work Authorized in this contract if, in the sole opinion of the County, the work of the employee does not comply with the terms of this contract or if the conduct of the employee is detrimental to the work.

The Contractor certifies that is presently has adequate qualified personnel in its employment for performance of the services required under this contract. The Contractor may not change the project manager without prior consent of the County.

ARTICLE 9
SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer any portion of the work under this contract without prior written approval of the County. All subcontracts shall include the provisions required in this contract and shall be approved as to form, in writing, by the County prior to work being performed under the subcontract.

ARTICLE 10
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of the contract terms or breach of contract by the Contractor shall be grounds for termination of the contract and any increased cost arising from the Contractor's default, breach of contract, or violation of contract terms shall be paid by the Contractor. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 11 TERMINATION

This contract shall terminate at the close of business on September 30, 2026 unless extended as provided in Article 6-Supplemental Agreements.

This contract may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement and consent, in writing, of both parties.
2. By the County, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the County, for reasons of its own and subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor;
5. By written notice from the County upon satisfactory completion of all services and obligations described herein.

Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the County Shall be the sole judge.

Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under Item4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Contractor, the County will give consideration to the actual costs incurred by the Contractor in performing the work to the date of the default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is useable to the County.

The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the County and the Contractor under this contract, except the obligations set forth in this contract. If the termination of this contract is due to the failure of the Contractor to fulfill its contract obligations, the County may take over the project and prosecute the work to completion. If the County asserts that any services provided by the Contractor do not comply with the requirements of this contract, the County shall allow the Contractor a reasonable opportunity and effort to cure the claimed breach.

ARTICLE 12 COMPLAINCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum salary and wage statues and regulations, and licensing laws and

regulations. When required, the Contractor shall furnish the County with satisfactory proof of its compliance.

It expressly understood by County and Contractor, that from the date of award of Contractor to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by the County personnel Policy or Civil Service Rules, and/or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County Official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political campaign or personal contributions to candidates for county and precinct office from the date of award of Contractor to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

ARTICLE 13 INDEMNIFICATION

THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENCE ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE COUNTY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE COUNTY IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENCE ACTIVITY BY THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES.

ARTICLE 14 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Contractor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 14 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation. The Contractor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 15
INSURANCE

The Contractor shall obtain and maintain insurance as required by state and federal law:

ARTICLE 16
SUCCESSORS AND ASSIGNS

The Contractor and the County do hereby bind themselves, their successors, executors, administrator, and assigns to each other party of this agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

The Contractor shall not assign, subcontract, or transfer its interest in this contract without the prior written consent of the County.

ARTICLE 17
SEVERABILITY

In the event any one or more of the provisions contained in this contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this contract shall be constructed as if such invalid illegal, or unenforceable provision had never been contained herein.

ARTICLE 18
PRIOR CONTRACT SUPERSEDED

This contract constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 19
NOTICES

All notices to either party by the other, required under this contract, shall be personally delivered or mailed to such party at the following respective address:

COUNTY

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

CONTRACTOR

Victory Media
P.O. Box 10
Marble Falls, TX 78654

**ARTICLE 20
SIGNATORY WARRANTY**

The undersigned signatory for the Contractor hereby represents and warrants that the signatory is an officer of the organization for which he or she has executed this contract on behalf of the firm.

IN WITNESS WHEREOF, the County and Contractor have executed these presents in duplicate.

COUNTY

BY _____

Bryan Wilson, County Judge
220 S. Pierce Street Street
Burnet, TX 786

DATE: _____

CONTRACTOR

BY: _____

Victory Media
P.O. Box 10
Marble Falls, TX 78654

DATE: _____

ATTACHMENT 'A'

To: The Honorable County Judge, Tourism & Marketing Director of Burnet County and Members of the Burnet County Commissioners Court

From: Amber Weems, Victory Media Marketing

Date: September 30, 2025

Subject: Renewal of Tourism Marketing Agreement – FY26

Introduction

Victory Media Marketing (VMM) respectfully submits this proposal for renewal of our contract with the Burnet County Tourism Department for a 12-month term beginning October 1, 2025. Since 2019, VMM has partnered with Burnet County to build and manage HighlandLakesofBurnetCounty.com, curate and distribute monthly newsletters, produce original content highlighting our lodging partners, and provide ongoing marketing strategy, web development, and analytics services.

Our role is that of a fractional marketing partner – working alongside the County Tourism & Marketing Director by providing services, including web development, analytics, SEO, copywriting/blogs, and design.

Adjusted Scope of Services for FY26

At the request of the Tourism & Marketing Director, we have refined the scope of services while keeping the focus on strengthening Burnet County's guest-facing platforms and producing measurable outcomes.

1. WEBSITE DEVELOPMENT AND MAINTENANCE

- Refresh of HighlandLakesofBurnetCounty.com to include updated imaging, color scheme, fonts, and logos for continuity across platforms.
- Adding new videos, photos, and custom-coded design updates to modernize the website and better showcase the county's brand.
- Ongoing security updates, hosting, content updates, and maintenance of event calendars, lodger listings, and travel features.
- Creation of additional keyword-driven landing pages and blog content to grow organic search visibility.

2. SEO AND OPTIMIZATION

- Keyword research and content planning to improve rankings for lodging and destination search terms.
- Ongoing optimization of Burnet County's social media profiles (Facebook, Instagram, etc.) for consistency and visibility, aligning with the broader SEO strategy.
- Ongoing monitoring of website analytics, newsletter analytics (including open rates and reach), and content performance.

3. CONTENT DEVELOPMENT

- Expanding deliverables from one blog per month to expanded monthly content, including curated blogs and features that can be repurposed across multiple platforms.
- Expanded coverage of lodgers, attractions, and events to give visitors more reasons to choose Burnet County.
- Newsletter creation and distribution with visitor-facing content; integration with website to build the email subscriber list.

4. ANALYTICS AND REPORTING

- Monthly analytics package including:
 - Website performance and visitor trends
 - Newsletter open rates and reach
 - SEO keyword ranking performance
 - Content engagement metrics
- Review of analytics during recurring monthly meetings with the Tourism & Marketing Director to ensure alignment and accountability.

5. ACCOUNT MANAGEMENT

- Monthly collaboration meetings with the Tourism & Marketing Director to review deliverables, analytics, and upcoming initiatives.
- Deliverable-based invoicing rather than hourly billing, ensuring clear alignment between scope, outcomes, and payment.
- Annual rate of \$42,000, billed in equal monthly installments of \$3,500, to simplify processing and budget planning. Some months require heavier deliverable loads than others; the annualized structure balances this while ensuring consistent service.

Why This Approach Matters

- Refined FY26 Scope with Complementary Expertise: The refined FY26 scope allows VMM to narrow its focus and expand in areas that directly complement the Tourism & Marketing Director's leadership – specifically web development, analytics reporting & analysis, on and off-page SEO, copywriting/content, and design. This alignment ensures that the County benefits from both strong in-house direction and specialized external expertise, delivering a complete and effective marketing program.
- Cost-Effective: For the proposed annual fee, the County receives the support of a five-member team providing digital marketing services – including content creation, on and off-page SEO, web development, and analytics/analysis and

strategy – at a rate comparable to fractional marketing firms and at a fraction of the cost of hiring a full-time employee.

- Content-Focused Growth: The refined FY26 scope emphasizes expanded guest-facing content – more blogs, more features, more reasons for visitors to choose Burnet County – while also updating and refreshing the website and brand presentation.
- Accountability: Monthly meetings, deliverable-based invoicing, and clear analytics packages ensure continued oversight and transparency for the Tourism & Marketing Director.

Conclusion

Burnet County Tourism has made significant strides in recent years, with a refreshed digital presence, growing visitor engagement, and strong collaboration between County staff and Victory Media Marketing. This proposed renewal represents an evolution of that partnership – refining the scope to meet current needs, expanding outward-facing content, and continuing to position Burnet County as a premier Hill Country destination.

We respectfully request the Commissioners Court approve this 12-month renewal of services with Victory Media Marketing at \$3,500 per month.

Respectfully submitted,
Amber Weems
Victory Media Marketing

Attachment: Burnet County Tourism – FY26 Deliverables Summary

Victory Media Marketing – Proposed 12-Month Agreement
Annual Fee: \$42,000 (billed at \$3,500/month)

Website Development & Maintenance

- Refresh website design (color scheme, fonts, logos, imaging)
- Add provided new videos, photos, and develop custom-coded updates
- Maintain hosting, security, and uptime
- Update content pages, lodger listings, and event calendar
- Create new keyword-driven landing pages and blogs

SEO & Optimization

- Keyword research and ongoing SEO content strategy
- Optimize social media profiles for visibility and brand alignment while Tourism & Marketing Director continues to maintain social media posting
- Track and report keyword rankings and visitor search trends

Content Development

- Expanded monthly curated blogs with expanded content volume
- Features on lodgers, attractions, and events
- Monthly newsletters for visitors and lodgers
- Copywriting and editing services for County staff content

Analytics & Reporting

- Monthly analytics package covering:
 - Website traffic and visitor trends
 - Newsletter open rates and reach
 - Keyword performance and SEO rankings
 - Content engagement
- Analytics reviewed in recurring monthly meetings with Tourism & Marketing Director

Account Management

- Monthly meetings with Tourism & Marketing Director
- Deliverable-based invoicing
- Annual fee structured for consistent service levels across heavy and light months

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND COORDINATION
BETWEEN THE BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND
THE BURNET COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: The Burnet Consolidated School District Police Department and the Burnet County Sheriff's Office.

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction (map attached) shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Burnet Consolidated Independent School District Police Department (BCISD PD) has overlapping jurisdiction with the Burnet County Sheriff's Office (BCSO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, law enforcement agencies are allowed under Texas Local Government Chapter 362.002 to provide public safety service assistance to each other via cooperation agreements.

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Burnet County and the Burnet Consolidated Independent School District (BCISD);

WHEREAS, each party to this agreement shall be responsible for covering its own expenses attributable to any action it takes under this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification Between Parties

- a. The BCISD PD will contact the BCSO on-duty supervisor directly or through dispatch when a serious incident (defined below) occurs inside the primary jurisdiction of the Sheriff's Office and within the boundaries of the Burnet Consolidated ISD. Both agencies will coordinate responses as needed for the good of the Community and the success of the investigation. Once contacted by BCISD PD, the on-duty supervisor will determine what, if any, response is needed from the BCSO. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.
 - i. Any 1st degree felony.
 - ii. Murder or attempted murder.
 - iii. Aggravated robbery.
 - iv. Aggravated sexual assault.
 - v. Any indecent exposure or solicitation of a child report – this includes pornographic pictures being taken of children or shown to children, but excludes incidents determined to be punishable as class B & C level offenses under 43.261 PC.
 - vi. Aggravated assault where a gun or weapon is used or threatened.
 - vii. Aggravated kidnapping.

- viii. Any EOD or explosive weapon is used or threatened.
- ix. Any disturbance where a mass or group is involved. (i.e., riot)

- x. Any criminal intelligence information developed by a BCISD PD officer concerning any criminal incident which occurred, or is planned for off BCISD property, and within Burnet County Sheriff's Office jurisdiction.
 - xi. Any other situation where the officer decides there is a need based on impact to the community, to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.
- b. The BCSO will notify BCISD PD directly to advise of the following incidents involving BCISD students, staff, or school safety that occur within the jurisdiction of BCSO. This should be done if BCSO is made aware of the student, or staff being associated with BCISD.
- i. All BCISD bus accidents so that BCISD PD can respond to assist with the collection of student data necessary for the investigation, reunification of students to parents, and to assist with alternate transportation and medical transportation. BCISD PD defers to BCSO for investigations on the roadway and completion of all TxDOT reports. BCISD PD shall assist BCSO in the collection efforts and logistics involving such collisions. BCISD PD will handle collisions occurring on district property.
 - ii. Any SWAT calls within close proximity to BCISD properties that might cause alarm or interrupt campus or bus operations (This will be coordinated at the Command Level).
 - iii. Any armed suspect on school grounds or close to school grounds during school hours.
 - iv. Any suspicious persons around school properties.
 - v. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
 - vi. Any death of a BCISD student or staff member, if known to BCSO.
 - vii. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e., a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and BCISD schools in the area. (This will be coordinated at the Command Level)
 - viii. Any 911 calls received originating on school campuses during times when BCISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 hours.
 - ix. Any calls responded to after hours or holiday involving school property that require a criminal investigation or follow-up that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by BCISD PD personnel during regular hours.
 - x. Any calls where the BCSO believes that administrative assistance may reduce recidivism or impact resources of BCSO to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.

- xi. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the BCISD PD as designee for the Superintendent for dissemination.

NOTE: BCISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the Burnet County Emergency Communications Center. BCISD PD agrees to maintain up to date contact numbers with Burnet County Emergency Communications Center.

II. Investigations – The request for investigative assistance will be determined by severity and required resources.

- a. If the decision is made to call in additional BCSO resources such as the BCSO Criminal Investigations Division for an incident which has occurred on school property for which the BCISD PD initiated the response, the on-scene BCISD PD Supervisor and a BCSO Criminal Investigations Supervisor will decide which agency will take the lead in the investigation.
- b. It is understood that BCISD PD's primary investigative duty is in school-related matters throughout the Burnet Consolidated Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. BCISD PD agrees to support and assist BCSO in off-campus matters as resources are available and requested by the BCSO. Typically, matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being a non-district location but may require collaboration due to the cause and effect of any issues that arise at such locations.
- c. It is also understood that there may be situations in which the citizens of Burnet County and the Burnet Consolidated Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.
- d. The Burnet Consolidated ISD will request the assistance of the Burnet County Sheriff's Office for mental health crisis. This can include suicidal threats and threats towards the school, staff, or students if it is believed that a mental health component is a factor. The BCISD PD will require that all officers become certified in Crisis Intervention Training (CIT), to help BCISD PD officers to identify a mental health crisis, gain de-escalation skills, resource development and the least restrictive means of treatment. If a BCISD PD officer feels that hospitalization is warranted, the BCSO can be called for a mental health assessment. In such circumstances, the student's parent or legal guardian should be contacted prior to the student being taken into custody and transported.

III. Unified Command

- a. Definitions
 - i. Incident Commander (IC): The individual responsible for all incident activities. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all operations at the incident site.
 - ii. Unified Command (UC): An incident command system used when there is more

than one agency with incident jurisdiction, or when incidents cross political jurisdictions. Agencies work together through designated members of the UC, often senior person(s) from agencies.

- b. Unified incident command must be established as soon as possible.
- c. For a critical incident on BCISD property:
 - i. The IC will be an individual from BCISD PD.
 - ii. The IC must organize and establish communications between BCISD PD and BCSO.
 - iii. BCISD PD will take command, but BCISD PD and BCSO will work together to resolve the critical incident.

IV. Information and Record Sharing

- a. BCISD PD and BCSO agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. §1232g and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.
- b. Specific requirements:
 - i. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
 - ii. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
 - iii. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
 - iv. BCISD PD and BCSO agree that, in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), BCISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties further recognize and agree that FERPA permits BCISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order of the district.
 - v. BCISD policy permits the release of directory information regarding students, except where the district has been notified that the parent(s) or eligible student wishes to restrict access to the student's directory information, and shall include student name, address, and telephone number.
- c. The BCISD PD will be responsible for reporting Crime Reporting statistics to the Texas Department of Public Safety. The BCISD PD will support the collection of statistical crime data regarding school incidents and will share mutually beneficial information with the BCSO as needed.
- d. The BCISD PD and BCSO will coordinate to allow access, as appropriate, to all written reports filed by either department for offenses that occur on school property, or that

relate to school business, with such access to be coordinated by the respective chiefs of each agency.

V. Off-duty Employment

- a. Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.
- b. When employed as an off-duty officer/deputy, the off-duty officer/ deputy shall adhere to the direction of the employing party's on-duty police supervisor within the confines of the officer's/deputy's agency policies.

VI. Liability, Immunities, and Defenses

- a. Nothing herein shall be deemed or constituted to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between BCSO and BCISD PD. Neither party shall be the agent of the other nor have the authority to bind the other.
- b. No party to this MOU shall be responsible for the acts of an employee of another party. Each party accepts responsibility for the actions of their personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the jurisdiction of the BCISD PD.
- c. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

VII. Termination and Renewal

- a. Either party may withdraw from and terminate this memorandum of understanding on thirty (30) days written notice to the other party.
- b. This memorandum of understanding is effective when signed by both parties. The memorandum of understanding shall remain in effect for an initial term to expire on September 30, 2026. It shall automatically renew annually, on October 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding. For BCISD PD, the individual with the authority to terminate this memorandum of understanding is the BCISD Chief of Police or the Superintendent. For the Sheriff's Department, the individual with the authority to terminate this memorandum of understanding is the Sheriff, or his designee.

Calvin Boyd, Sheriff
Burnet County Sheriff's Office

Date: _____

Judge Bryan Wilson, County Judge Burnet
County

Date: _____

Dr. Aaron Pena, Superintendent
Burnet Consolidated Independent School
District

Date: _____

Leslie Dewayne Kyle, Chief of Security
Burnet Consolidated ISD Police Department

Date: _____

Approved:
Burnet Consolidated Independent School
District Board of Trustees

By: _____

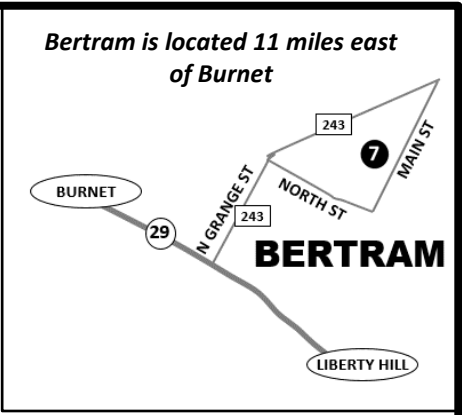
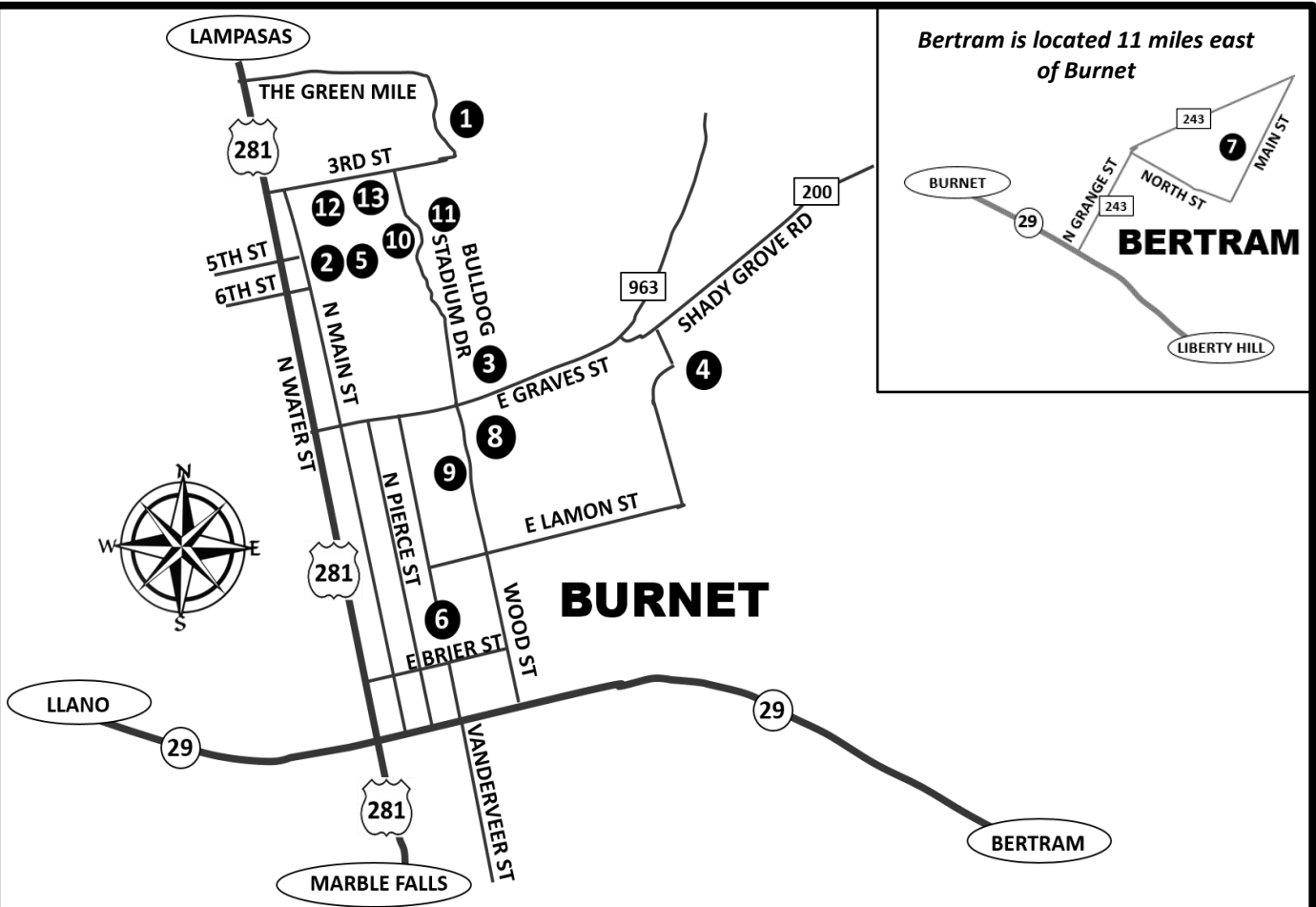
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Attached

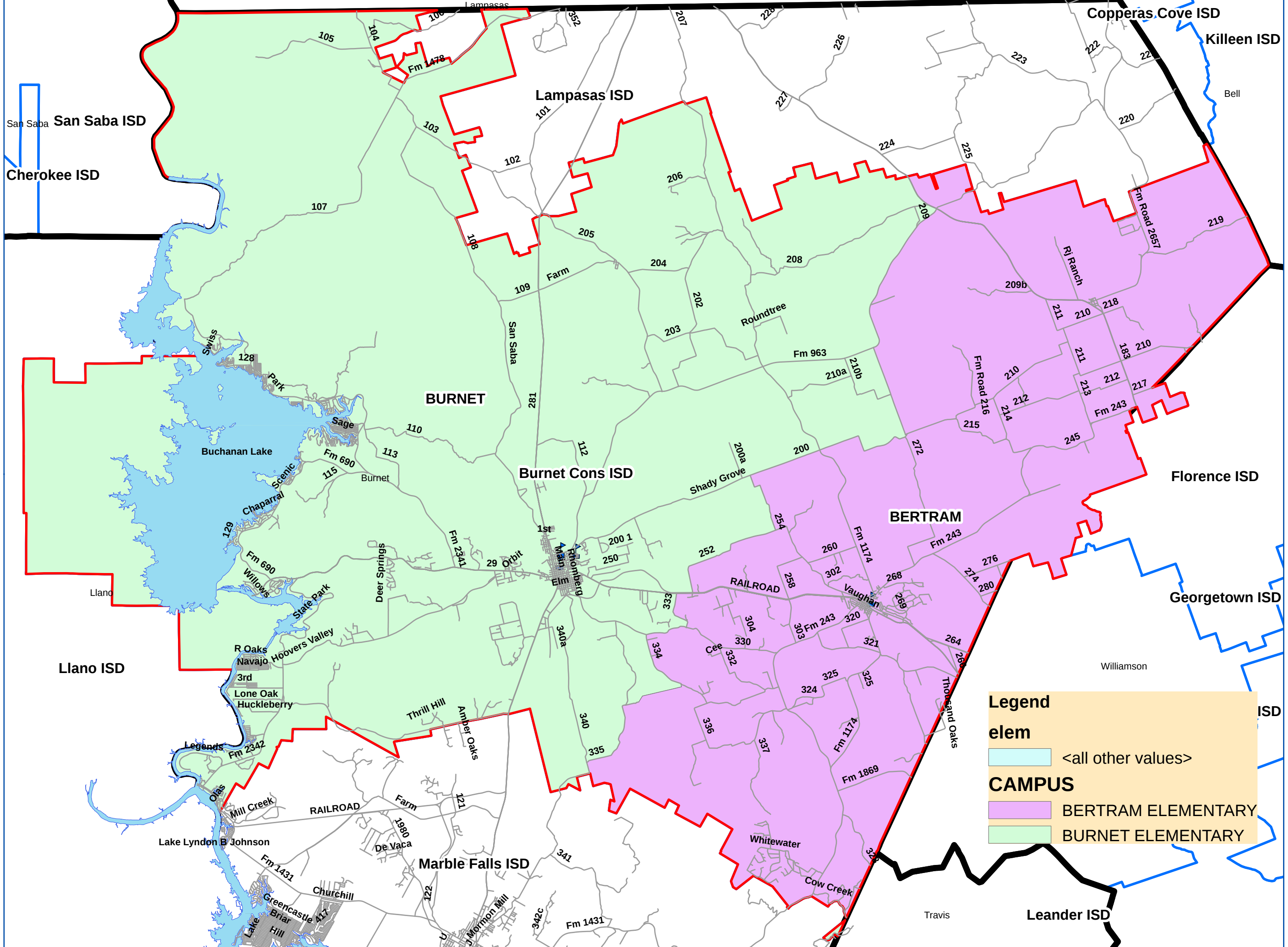
Exhibit A: Addresses of Burnet CISD Properties Exhibit

B: Map of Overlapping Police Jurisdiction

BCISD Administration	208 E Brier	Burnet, TX	78611
Burnet High School	1000 The Green Mile Rd.	Burnet, TX	78611
Burnet Middle School	1401 North Main	Burnet, TX	78611
Shady Grove Elementary School	111 Shady Grove	Burnet, TX	78611
RJ Ritchie Elementary School	500 E Graves	Burnet, TX	78611
Bertram Elementary School	315 Main St	Bertram, TX	78601
Transportation	805 North Wood	Burnet, TX	78611
Facilities	802 North Wood	Burnet, TX	78611
Quest High School	1000 The Green Mile Rd.	Burnet, TX	78611



1.	Burnet High School (GR 9-12) Athletic Office	1000 The Green Mile 1000 The Green Mile	512-756-6193 512-756-4501
2.	Burnet Middle School (GR 6-8)	1401 North Main	512-756-6182
3.	RJ Richey Elementary School (GR 3-5)	500 East Graves	512-756-2609
4.	Shady Grove Elementary School (GR PK-2)	111 Shady Grove Road	512-756-2126
5.	Quest High School	1401 North Main	512-756-6747
6.	BCISD Central Administration Parent Resource Center Professional Development Center Red Brick Building Historical Building	208 East Brier 202 East Brier 308 East Brier 303 North Pierce	512-756-2124 512-715-3668 512-756-2124
7.	Bertram Elementary (GR PK-5)	315 Main Street	512-355-2111
8.	Transportation	805 North Wood	512-756-2119
9.	Maintenance	802 North Wood	512-756-2972
10.	Bulldog Stadium & Field House	1400 Bulldog Stadium Dr.	512-756-4501
11.	Bulldog Diamonds (Baseball and Softball)		
12.	Food Service	301 East Third Street	512-756-2119
13.	Student Activity Center	325 East Third Street	



Legend

elem

<all other values>

CAMPUS

BERTRAM ELEMENTARY

BURNET ELEMENTARY

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: 09/30/2025

Subject

Acknowledgment of Receipt: (Wilson)

a. PEC Utility Service Connections Notification; and

b. Letter from Camp Longhorn Indian Springs re: Proposed Rock Crushing Plant on FM 3509.

Attachments

PEC Utility Service Connection Notification

Camp Longhorn Indian Springs Letter



September 22, 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

09/14/2025 to 09/20/2025 Run Date 09/22/2025

Liberty Hill

Burnet County

<u>District</u>	<u>County</u>	<u>Physical Address</u>	<u>City</u>	<u>Zip</u>
Liberty Hill	Burnet County	7520 CR 330	BERTRAM	78605
Liberty Hill	Burnet County	556 SUNRISE DR	MARBLE FALLS	78654
Liberty Hill	Burnet County	4319 N US 281 RV BARN	BURNET	78611
Liberty Hill	Burnet County	524 CR 224W-SOLAR WELL	LAMPASAS	76550
Liberty Hill	Burnet County	1090 CR 221 -SONGBIRD 2	KILLEEN	76549
Liberty Hill	Burnet County	DOCK CREST LIGHT POLE 519856	SPICEWOOD	78669
Liberty Hill	Burnet County	47 CATTLE TRAIL	KEMPNER	76539
Liberty Hill	Burnet County	249 WESTERN AVE	BERTRAM	78605



CAMP LONGHORN INDIAN SPRINGS

1000 Indian Springs Rd
Burnet, TX 78611

Phone (512) 756-4650 Fax (512) 756-2783
springs@camplonghorn.com



To our honorable Judge and County Commissioners,

Our county now is at a critical junction. We are faced with 18 aggregate companies, and the number is growing.

We are especially concerned with the proposed rock crushing plant on FM 3509. This proposed site is next to Camp Longhorn Indian Springs, Longhorn Cavern State Park and Inks Lake State Park.

We have been told that there will be blasting to depths of 120 feet. This will implode the caverns as you will read in the study in your notebook. The caverns extend under Camp Longhorn and under the proposed site. Then let's add in the poisonous silica dust in the air and in the runoff into Spring Creek and Peters Creek affecting our lakes.

This folder has maps and information on the damage this rock crushing plant could do to our county and its people.

TCEQ and the LCRA have permitted even after over 6,000 protests. Our hope and prayers are that the Central Texas Water Commission will not grant the permit. Homes and ranches near the site already have wells that have gone dry.

SaveBurnet.com has thousands of followers that are writing to the Governor. The bill that we thought would pass on to the Senate was killed by a House member who we found out receives a huge amount of money from the aggregates. Our Senator Flores has

spoken on rights of property owners. What about the folks that have been here for generations? They didn't move next to this disaster.

Can our county use its legal powers to curtail this insanity?

We thank you for your resolution opposing but can we do more?

With hope and respect,

Nan Manning

A handwritten signature in black ink that reads "Nan Manning". The script is cursive and fluid, with the first name "Nan" and last name "Manning" clearly legible.

Overview of potentially harmful dust from Aggregate Production Operations (APO's) in our area



SAVEBURNET.COM

Using past performance to predict the future

- We know that there are 3 active APO's near Marble falls
 - Capital Aggregate Inc. - with a size of 101 disturbed acres.
 - Collier Materials Inc. - with a size of 131 disturbed acres.
 - Texas Materials Group, Inc. - with a size of 450 disturbed acres.
- The proposed Rock Crushing site in Burnet is:
 - equivalent in size (acreage)
 - Only 15 miles away so it will have same wind and weather conditions
- Look at the following pictures that show massive amounts of dust being release. Is this what you want next to:
 - Two state Parks (Inks Lake & Longhorn Caverns)?
 - Camp Longhorn, where thousands of kids sleep in open-air cabins?

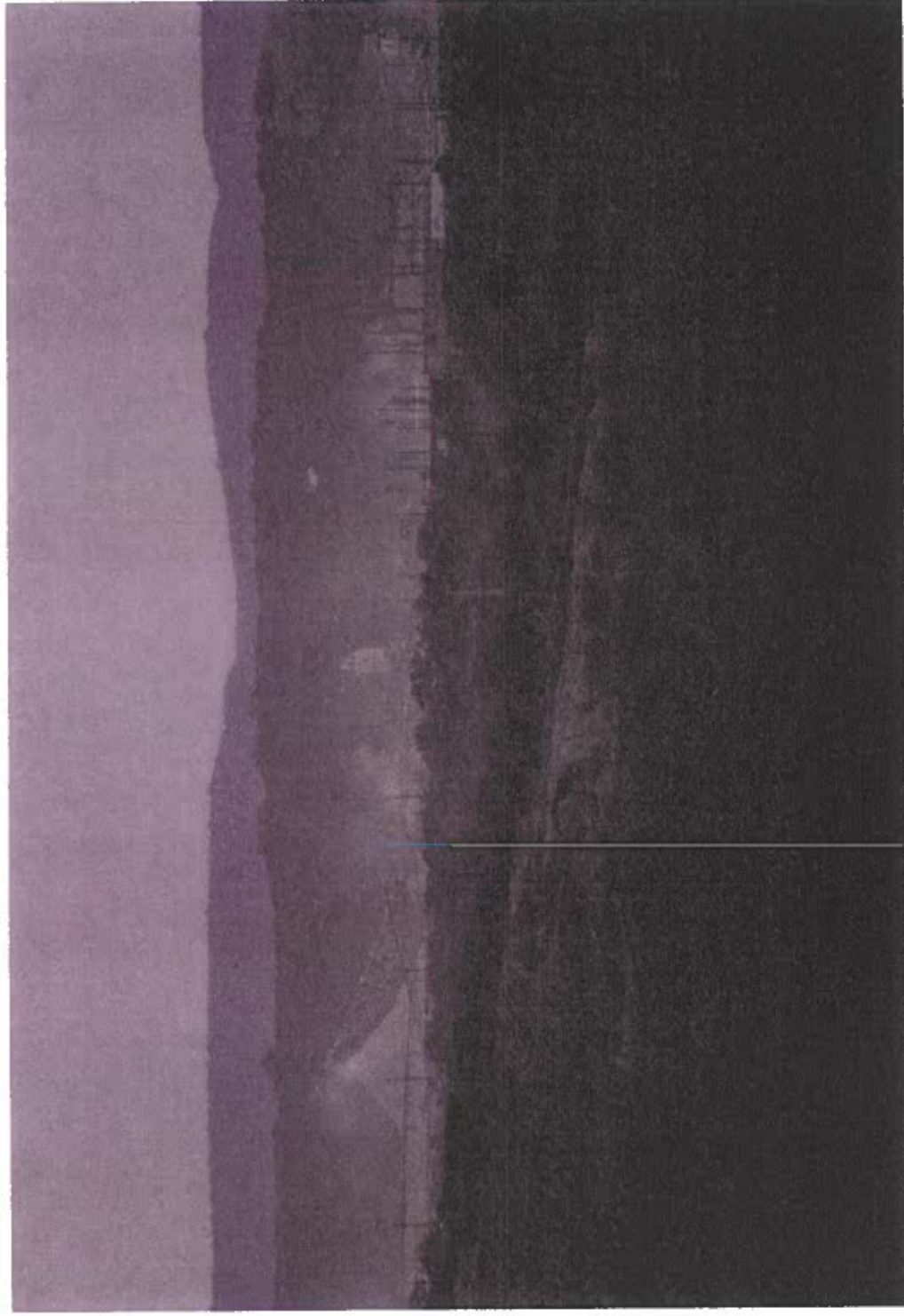
What can we learn from Marble Falls

CAPITOL AGGREGATES DELTA MATERIALS		1
Organization Name	CAPITOL AGGREGATES INC.	
Site Address Description	US 776 COURTESY ROAD 1/1	
Registration	APR000725	
Regulated Entity	GRAVEL, OTHER SAND	
Material Type	101	
Area Disturbed (Acres)	ACTIVE	
Registration Status	Jan 06, 2008	
Current Expiration Date		
COLLER MATERIALS		2
Organization Name	COLLER MATERIALS INC	
Site Address Description	ON 201 COUNTY ROAD 121	
Registration	APR002153	
Regulated Entity	RN-03870406	
Material Type	GRAVEL OTHER	
Area Disturbed (Acres)	2.9	
Registration Status	ACTIVE	
Current Expiration Date	Feb 14, 2026	
MARBLE FALLS QUARRY		3
Organization Name	TEXAS MATERIALS GROUP LLC	
Site Address Description	(No Value)	
Registration	APR002224	
Regulated Entity	RN-02050167	
Material Type	Gravel/Stone	
Area Disturbed (Acres)	6.75	
Registration Status	Active	
Current Expiration Date	Nov 03, 2025	



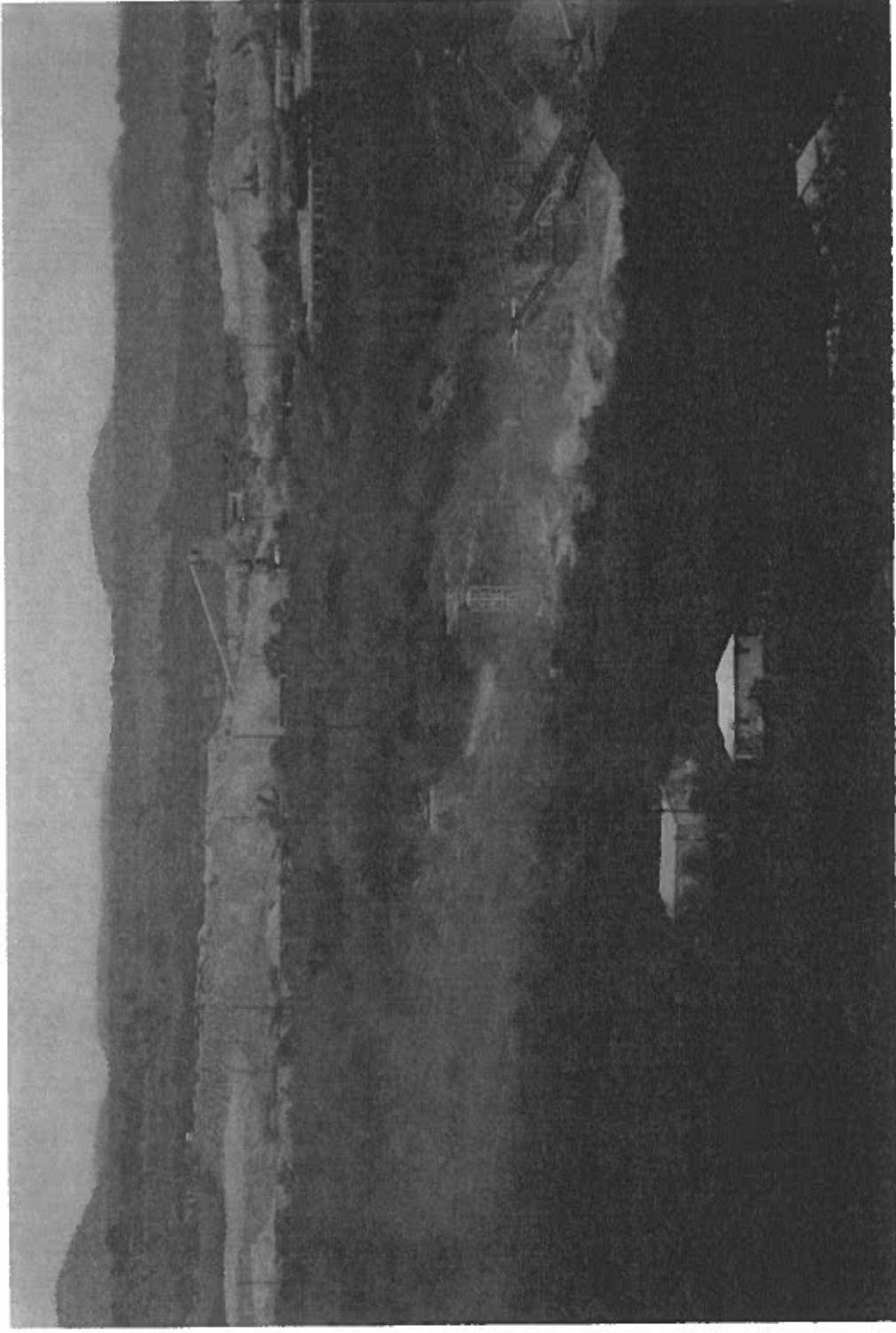
**Texas Materials
Group, Inc.
Picture taken 1.5
miles away in
March 2025**

**Does it look like
dust abatement is
working well?**



**Capital Aggregate
Inc. &
Collier Materials
Picture taken 1.5
miles away in
March 2025**

**Does it look like
dust abatement is
working well?**



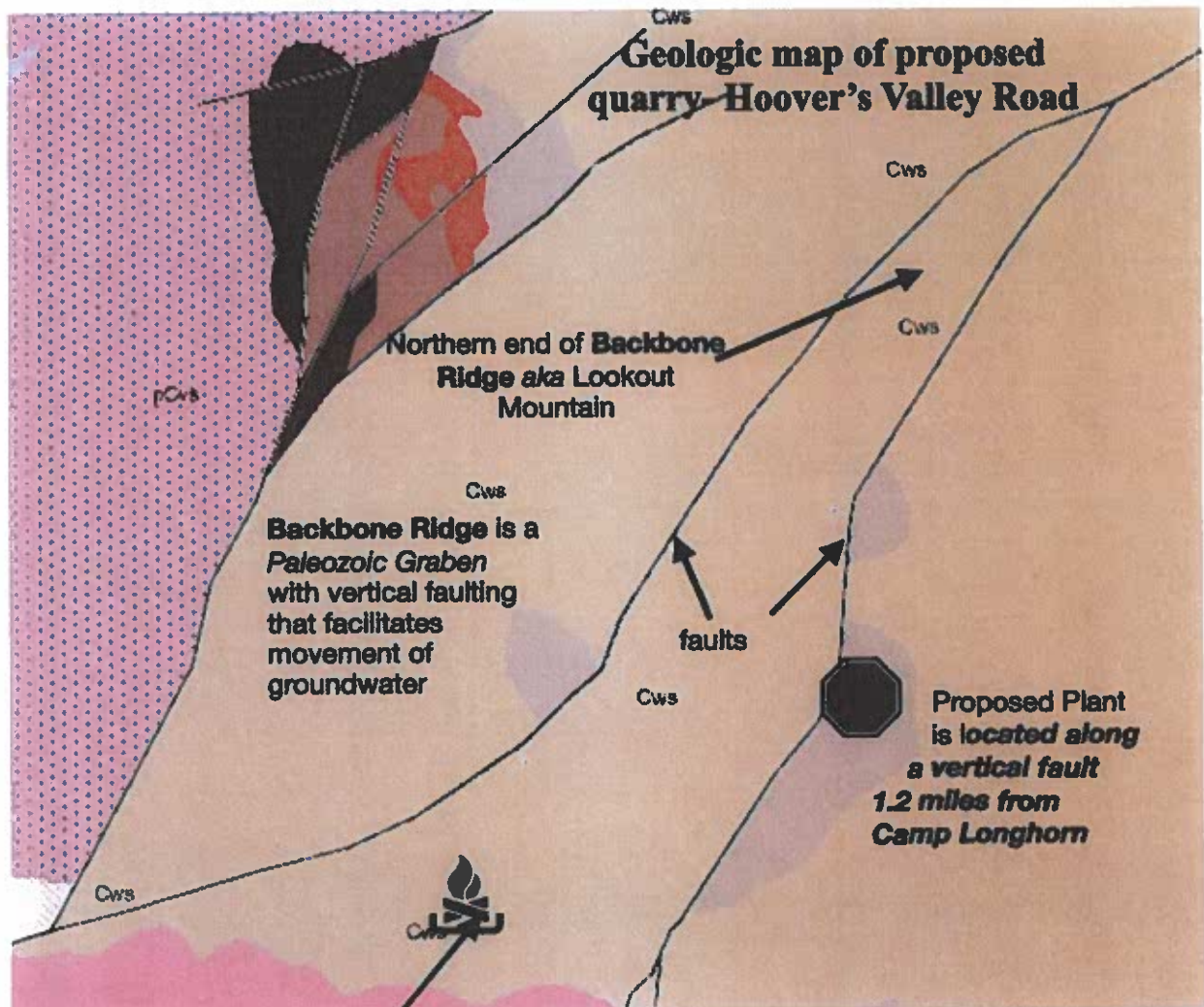
- Texas Materials Group, Inc. ,
- Capital Aggregate Inc.
- Collier Materials Inc.

Picture taken 2.5 miles away in March 2025

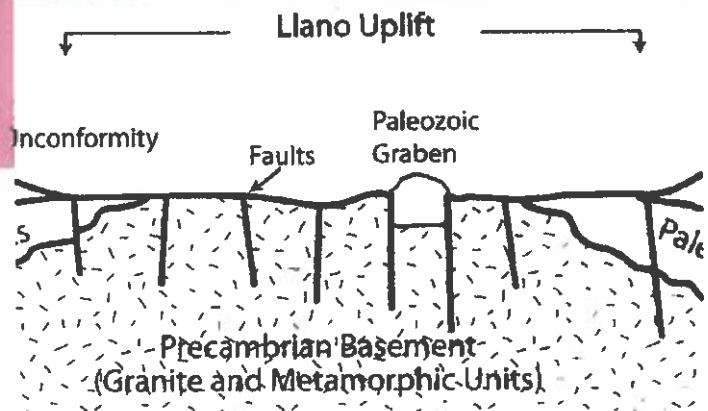
TCEQ & EPA have done little to nothing to ensure residents have safe air to breath.



7



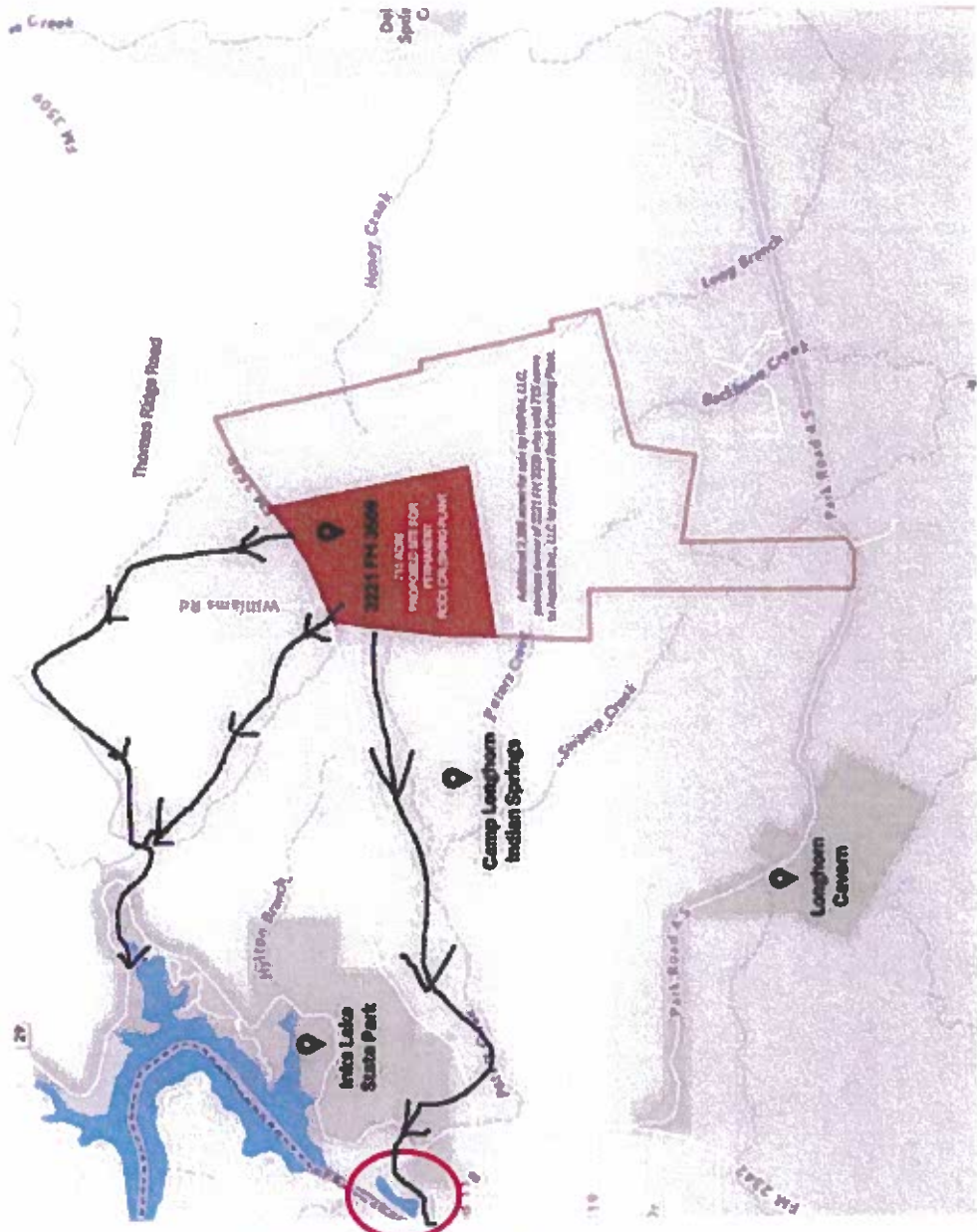
Camp Longhorn - Indian Springs relies on 3 Public Supply Wells



Geologic Cross Section - from Brian Hunt

Water concerns related to the proposed Rock
Crushing plant at 3221 FM 3509, Burnet TX.

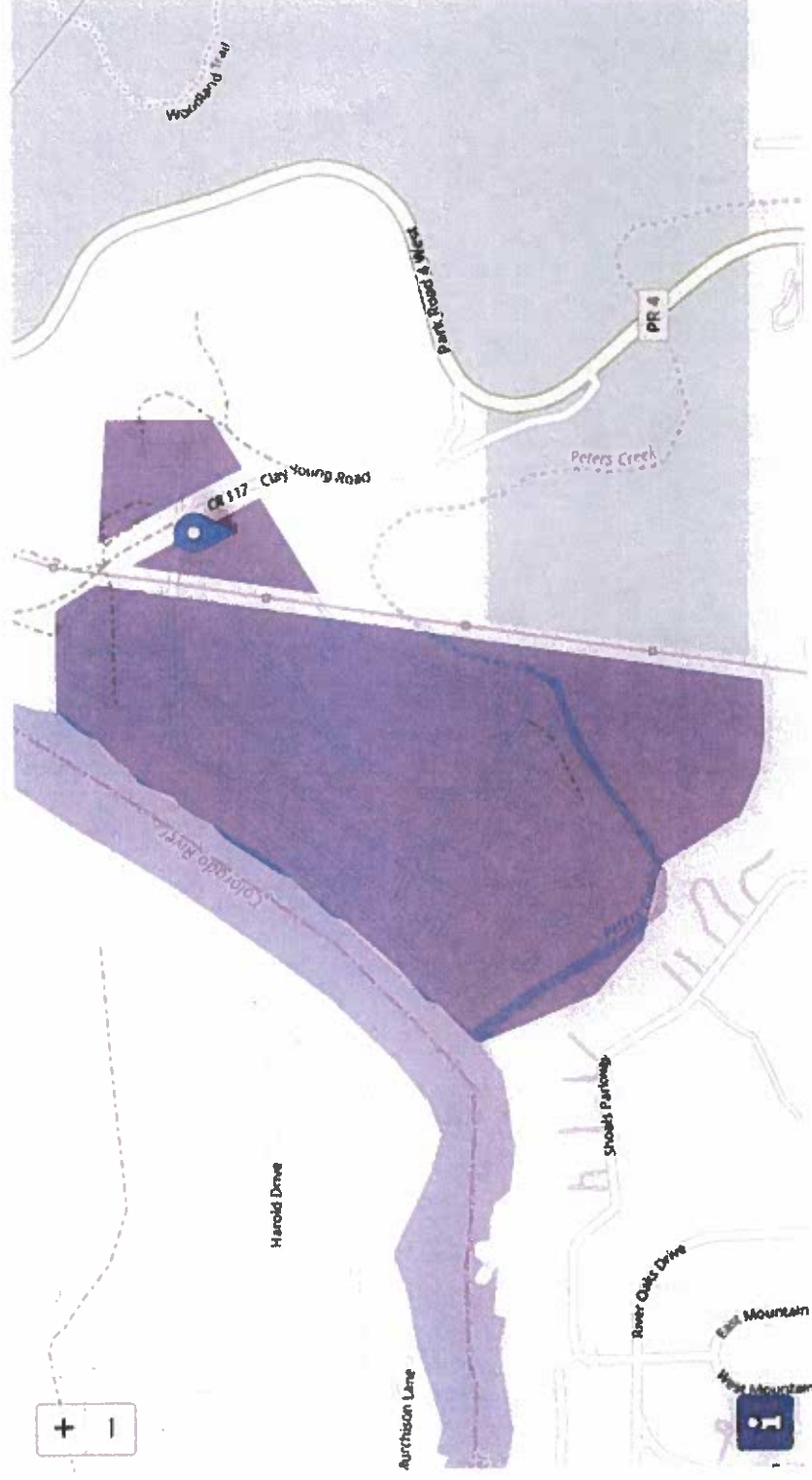
The livelihood and way of life for the Burnet
community will be negatively impacted



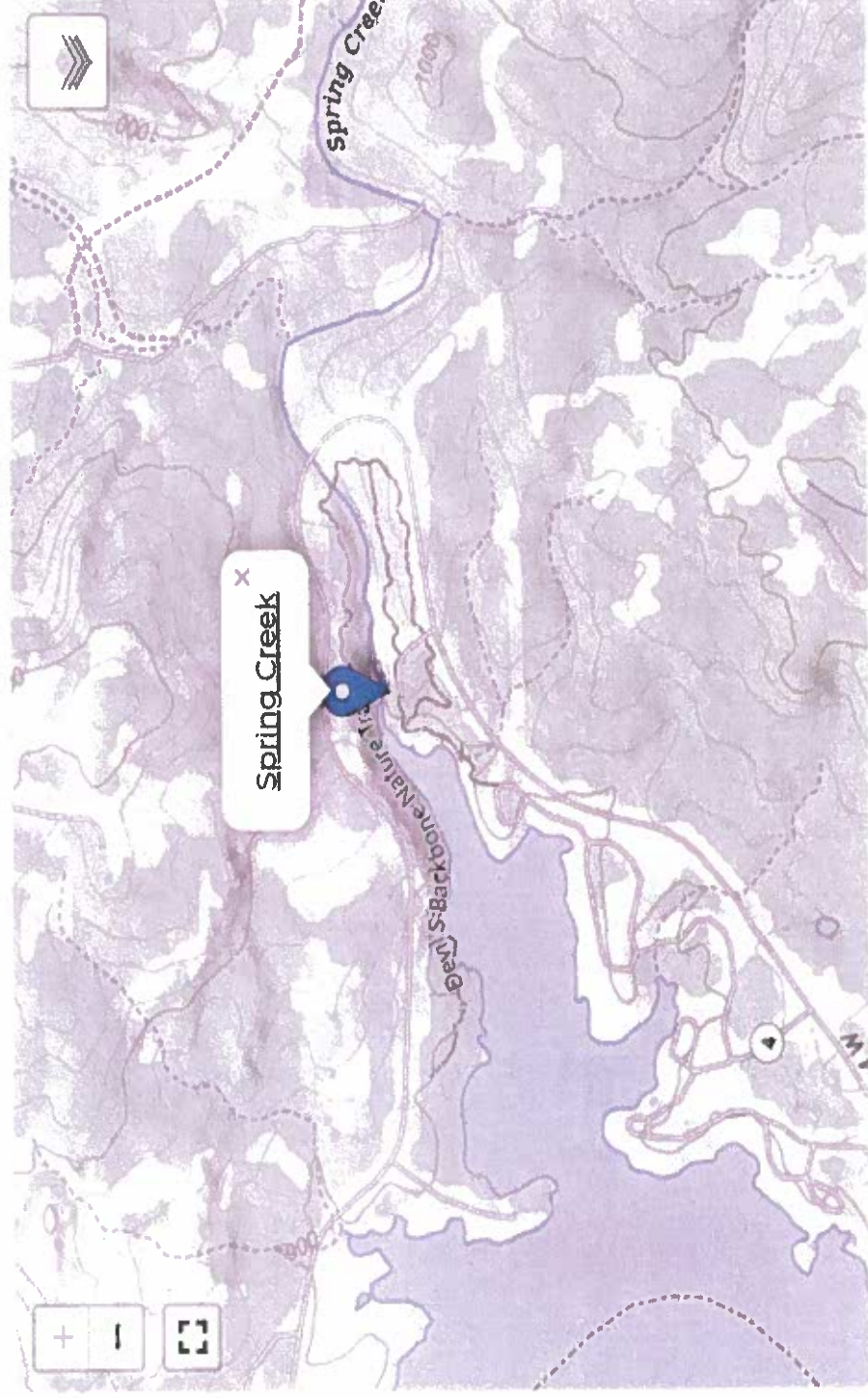
Water runoff from the Proposed Rock Crushing Plant will flow into two creeks

1. Spring Creek to the North, flows into Inks Lake at Devil's Backbone Nature Trail, just upstream from fish hatchery
2. Peter's Creek to the West flows into Lake LBJ exactly at the fish hatchery!

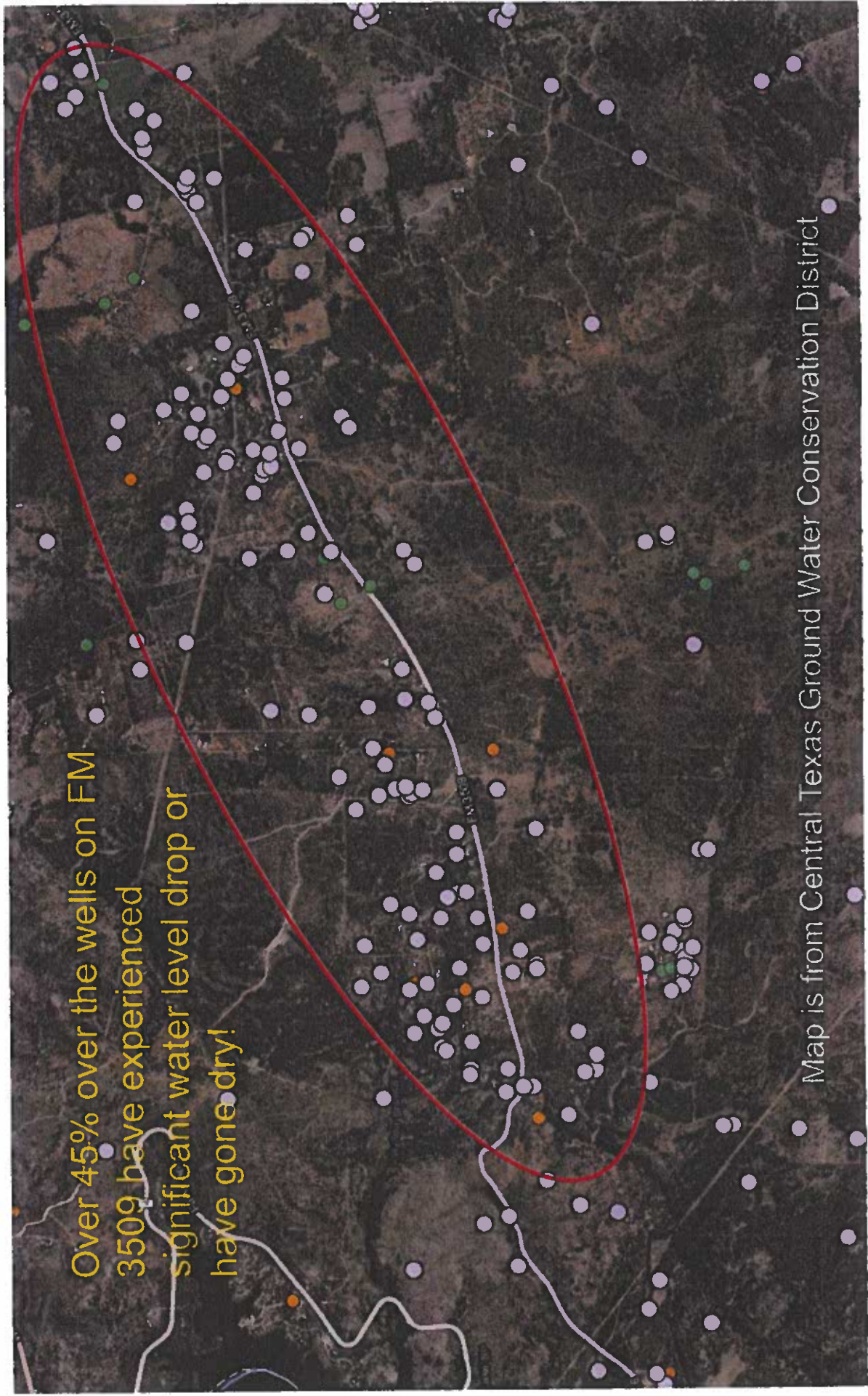
Peters Creek, flows to the Fish Hatchery!



Spring Creek, flows into Ink's Lake at Devil's Backbone Nature Trail!



Over 45% over the wells on FM
3509 have experienced
significant water level drop or
have gone dry!

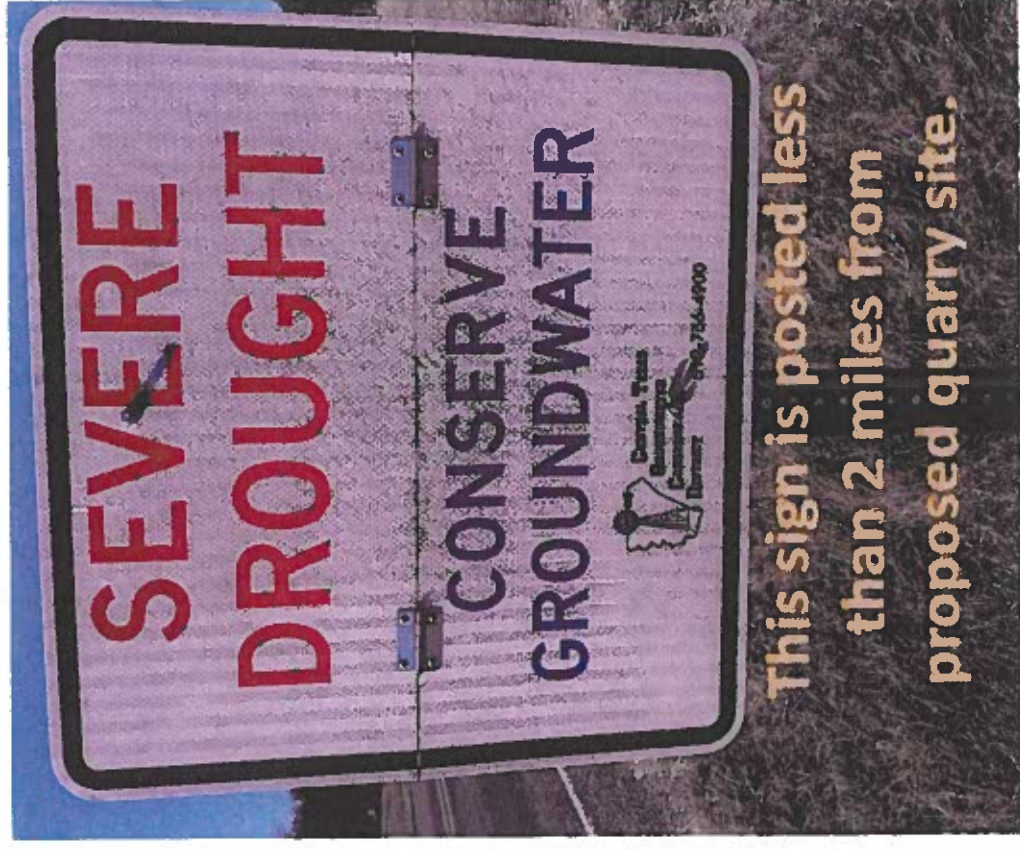


Map is from Central Texas Ground Water Conservation District

The citizens of Burnet County are being asked to conserve water... Which they are doing!

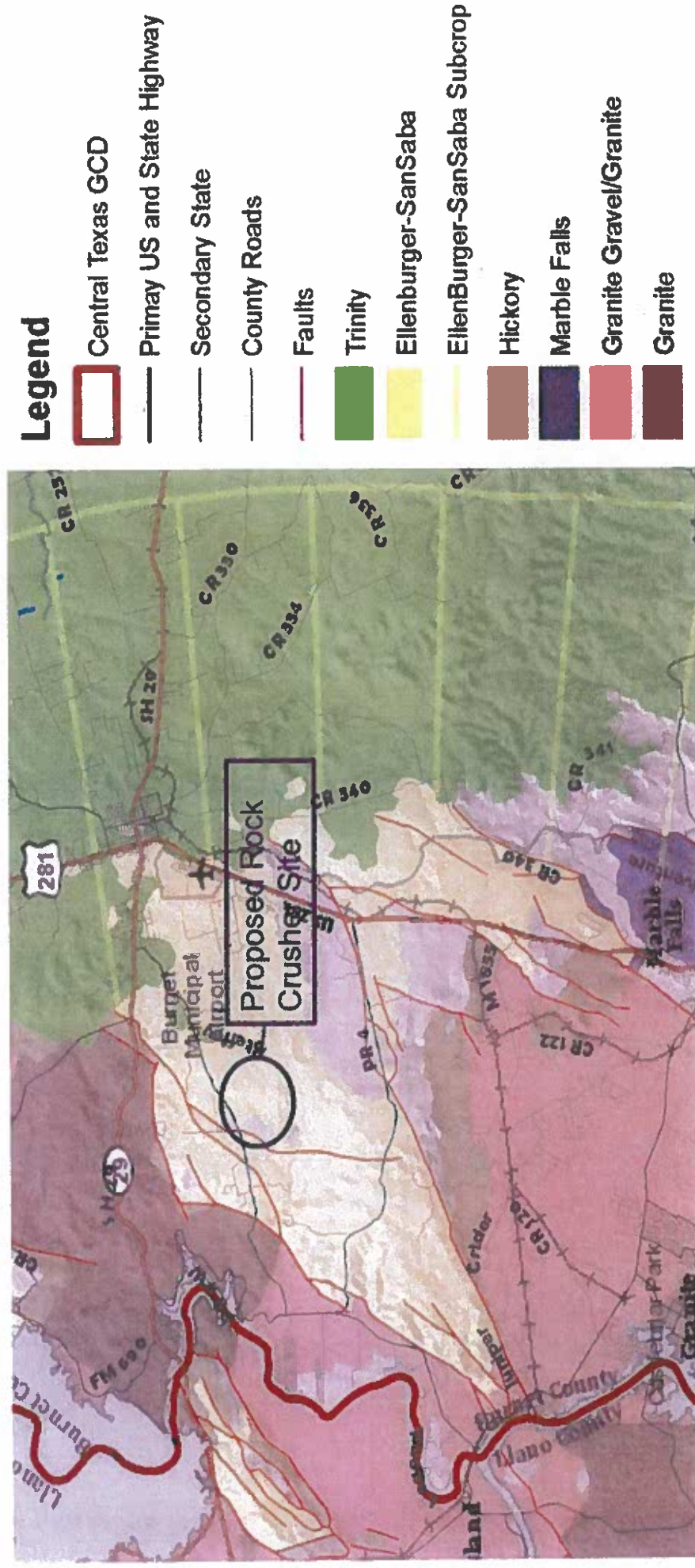
This rock crushing plant is estimated to use between 648,000 to 9,000,000 gallons per month!

Why would our state officials approve a permit for a rock crushing plant at the detriment of its local residence?





Daily Dynamite Explosions May Affect the Water Eco System



Map is from Central Texas Ground Water Conservation District

When fault lines are near aquifers, the primary concern is that seismic activity along the fault can disrupt groundwater flow, potentially causing changes in water availability, quality, and even sudden fluctuations in water levels due to the creation of new pathways or barriers to water movement within the aquifer; this can manifest as changes in spring discharge, new springs appearing, or existing springs drying up depending on the fault movement.

Key issues related to fault lines near aquifers:

Groundwater level fluctuations:

Seismic activity can cause sudden changes in groundwater levels due to the shifting of rock along the fault, potentially leading to wells running dry or experiencing sudden influxes of water depending on the movement direction.

Changes in water quality:

Faulting can introduce new contaminants into the aquifer by fracturing the rock and exposing previously isolated pockets of water with different chemical compositions.

Increased permeability:

Fault zones can act as conduits for groundwater flow, potentially increasing the rate of water movement through the aquifer, which could impact recharge and extraction rates.

Spring activity variations:

Springs that are fed by an aquifer near a fault line can experience changes in flow rate and water quality following seismic activity.

Sinkhole formation:

In certain situations, where the rock above an aquifer is weakened by faulting, seismic activity can trigger the collapse of the overlying rock, leading to sinkhole formation.

Factors influencing the impact of faults on aquifers:

Fault type:

The type of fault (normal, reverse, strike-slip) and its orientation relative to the aquifer can significantly impact how groundwater flow is affected.

Fault activity:

Actively slipping faults are more likely to cause significant disruptions to groundwater flow compared to inactive faults.

Aquifer characteristics:

The permeability and thickness of the aquifer will determine how easily groundwater flow can be altered by faulting.

Management considerations:

Geological surveys:

Detailed geological mapping to identify fault locations and assess their potential impact on nearby aquifers.

Groundwater monitoring:

Regularly monitoring water levels and quality in wells located near fault zones to detect changes associated with seismic activity.

Sustainable water management:

Considering potential impacts of faulting when planning water extraction strategies, including contingency plans for disruptions.

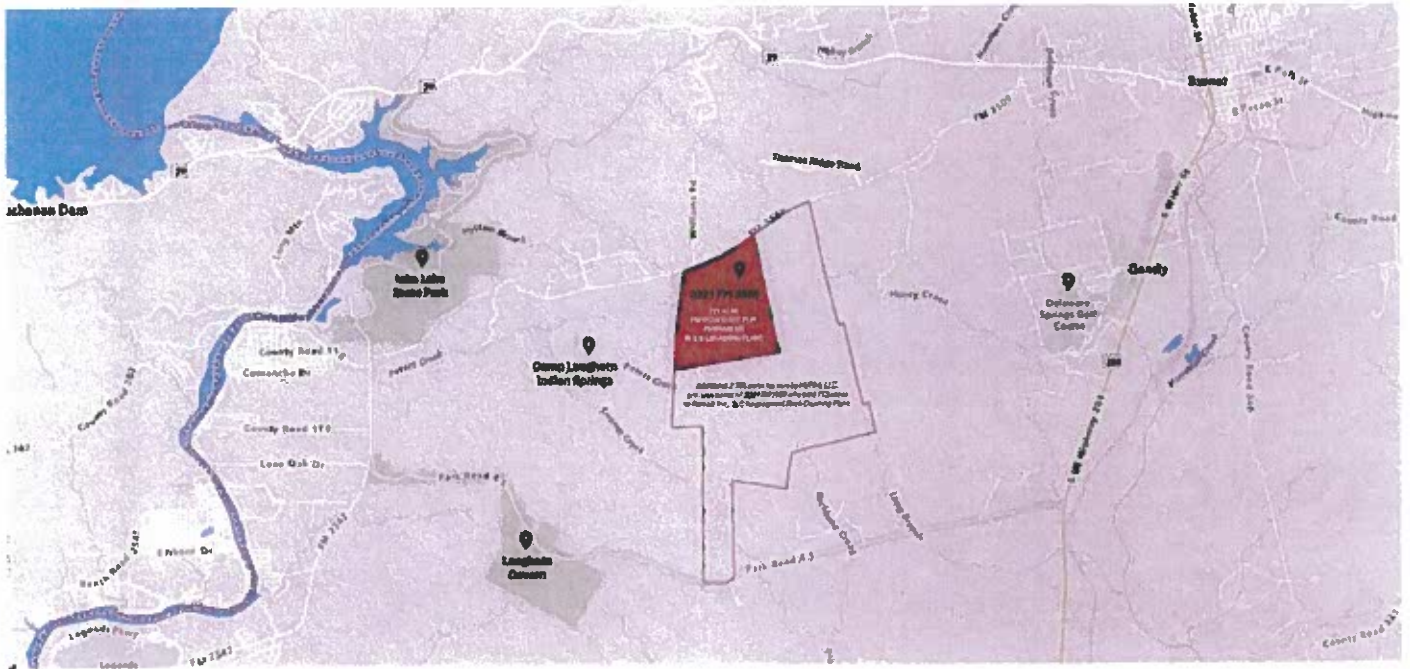
One of the worst site selections for an APO in all of Texas!

If approved this site will be using explosives / blasting:

- Less than 3.5 miles from TWO State Parks
- Less than 100 yards from a camp for children, many with respiratory issues.
- On top of a documented fault line
- 5 miles from Seton Hospital, medical facilities and several nursing homes for the elderly.
- In a section of land where residents are struggling to have household water.
- The site's runoff water will flow into a federal fish hatchery.
- On the same property that was not approved for water just 2 years prior when applying for a subdivision that would use less water than the proposed rock crusher.

It is time that our State authorities do the right thing and not approve the LCRA application for Asphalt Inc. LLC.

Proposed Rock Crushing Plant Location



Only 3.6 miles to National Inks
Dam Fish Hatchery



21

Less than 3 miles to Delaware Springs Golf Course



22

Less than 1 mile from where 1,000's kids sleep in open air cabins. Camp borders the Rock Plant Property



Less than 3 miles to
Falkenstein Castle



Only 3 miles to Longhorn
Caverns



Only 3.5 miles to Inks Lake
State Park



3.25 Miles from Torr Na Lochs
Vineyard & Winery



Life's better outside.®

Commissioners

Jeffery D. Hildebrand
Chairman
Houston

Oliver J. Bell
Vice-Chairman
Cleveland

James E. Abell
Kilgore

Wm. Leslie Doggett
Houston

Paul L. Foster
El Paso

Anna B. Galo
Laredo

Robert L. "Bobby" Patton, Jr.
Fort Worth

Travis B. "Blake" Rowling
Dallas

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

T. Dan Friedkin
Chairman-Emeritus
Houston

David Yoskowitz, Ph.D.
Executive Director

September 25, 2024

Office of the Chief Clerk, MC 105
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

Dear Chief Clerk:

Texas Parks and Wildlife Department (TPWD) appreciates the opportunity to provide comment on Asphalt Inc, LLC's proposed air quality permit No. 176835, which would authorize construction of a rock crushing plant at 3221 FM 3509, Burnet, TX 78611. TPWD has a vested interest in this application and kindly requests continued notification of any future communications and correspondence.

TPWD is the agency with primary responsibilities of protecting the state's fish and wildlife resources, while also facilitating outdoor recreation opportunities for the public. In service to this mission, TPWD has managed Inks Lake State Park and Longhorn Cavern State Park for more than 80 years, which have main entrances on Park Road 4, approximately 3 miles from the proposed rock crushing plant. The park's resource management includes almost 2,000 acres of Central Texas Hill Country habitats with a wide variety of native plants and animals, including the federally endangered Golden-cheeked Warbler (*Setophaga chrysoparia*). Longhorn Cavern was designated a National Natural Landmark in 1971 and provides habitat for the Tricolored Bat (*Perimyotis subflavus*), which has also been proposed for listing as federally endangered species.

Since opening in 1930's and 1940's, Inks Lake and Longhorn Cavern State Parks have been treasured destinations by Texas' residents which currently host more than 300,000 visitors annually. The parks offer a diverse range of outdoor recreational opportunities include hiking, biking, paddling, fishing, camping, wildlife watching, outdoor education, children's playground facilities, as well as opportunities to enjoy multiple historic structures and landscapes built by the Civilian Conservation Corps. Visitors including individuals, small and large groups of various ages and abilities, may spend a couple of hours or an entire weekend hiking and camping in the outdoors while at the park.

While TPWD is not opposed to natural resource mining and processing operations, this particular facility raises concerns regarding potential adverse impacts on the fish and wildlife resources of Texas, as well as impacts to the outdoor environment and the health of Park visitors. The Parks are sensitive receptors for any particulate matter emanating from the planned rock crushing plant. Additionally, TPWD is concerned about impacts from the noise, vibration, light pollution, and traffic associated with resource mining and processing plants. Considering these concerns,

TPWD requests that the Applicant be required to initiate coordination with TPWD's Ecological and Environmental Planning Program's Environmental Review Team. The Environmental Review Team reviews development projects from a variety of industries and provides recommendations that help to protect fish and wildlife resources and minimize impacts to natural resources during the construction of the projects. In addition to this required coordination, TPWD requests that the Applicant be required to conduct air dispersion modeling that considers impacts to Inks Lake and Longhorn Cavern State Parks. TPWD hopes to use the information generated through the air dispersion modeling to better understand and respond to the expected negative impacts related to air quality.

TPWD appreciate the opportunity to offer comment and look forward to working with the Texas Commission on Environmental Quality, the Applicant, and other stakeholders on this matter. If you have any questions or need more information, please contact Greg Creacy at greg.creacy@tpwd.texas.gov or at (512) 389-4897. Thank you.

Sincerely,



Rodney Franklin
Director, State Parks

RF:dl

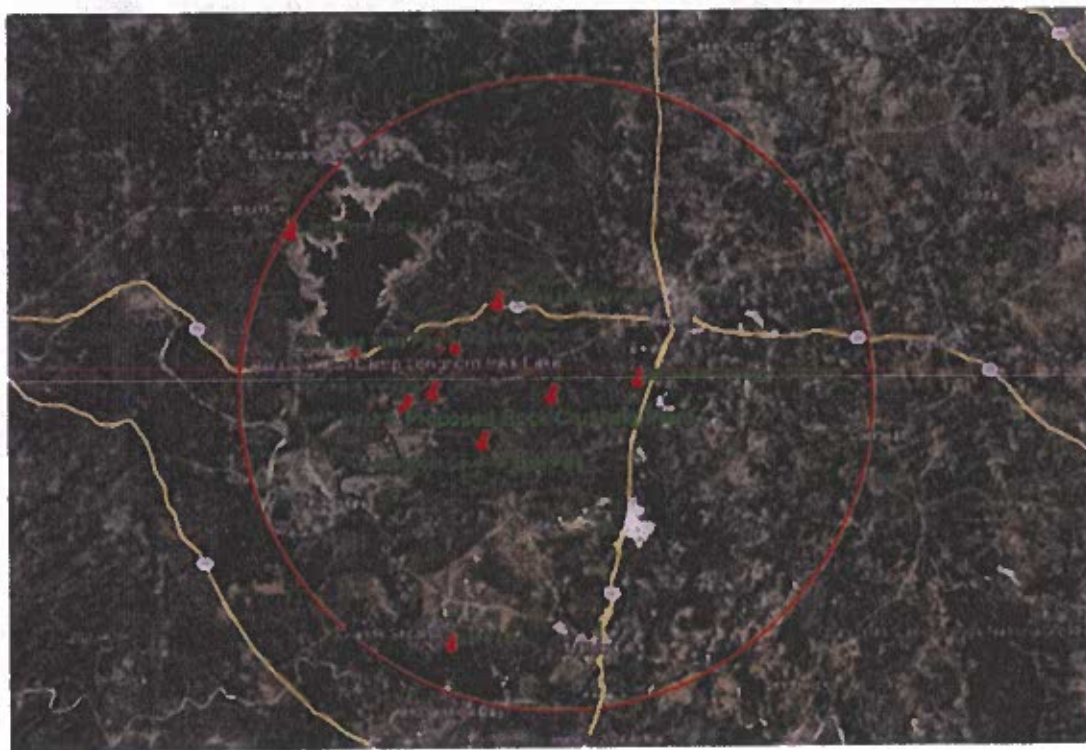
cc: Mr. Todd McClanahan



To: Brian Burkitt, Water Quality Protection
From: The Lake Buchanan Communities Alliance (LBCA)
Re: Permit Application # 2024-5606 U0
Date: February 24, 2025
Dear Mr. Burkitt,

We would like to thank you for your letter of January 31, 2025 to Mr. Curt Campbell outlining your questions concerning Burnet Quarry Application #2024-5606 U0. You raised some legitimate concerns that we at LBCA would like to see addressed.

The reason for this letter is to express our deep distress over the above permit application. Our concerns are illustrated below.



Pins:

Center:
Proposed Plant

Clockwise from
below:
Longhorn Caverns
Uplift Vineyards
Perissos Vineyards
Inks Lake State Park
Camp Longhorn
Delaware Springs
Lake Buchanan
Inks Lake
Lake LBJ
Not shown:
Camp Buckner – 4.5
miles away.

As you can see, the proposed location is directly in the middle of one of the most environmentally sensitive areas in the Highland Lakes region. The red circle represents a 12-mile radius around the proposed site. A sampling of what we hold most dear to our homelands is within that circle. Just a few of the parallel concerns we have are:

- We have been in a severe drought for more than a decade. For example, since 2011, Lake Buchanan has only reached the full level once - in 2018.
- Many residents in the area are reporting issues with dried up or slowing water wells.
- Over 45% of the wells on FM 3509 have experienced significant water level drop or have gone dry.

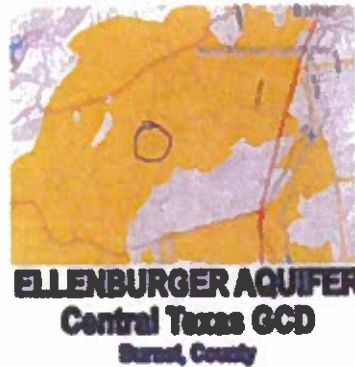


- While citizens in the highland lakes area are being asked to conserve water (and are doing so), this rock crushing plant is estimated to use between 648,000 to 9 MILLION gallons of water per MONTH.
- It is quite possible that the dynamite explosions could cause irreparable harm to the area water ecosystem.
- Seismic activity can cause sudden changes in groundwater levels due to the shifting of rock along the fault, potentially leading to wells running dry or to experiencing sudden influxes of water depending on the movement direction.
- Faulting can introduce new contaminants into the aquifer by fracturing the rock and exposing previously isolated pockets of water with different chemical compositions.

Rock Crushing Plant – Water

A typical family will use 5,600 gallons of water a month. A Rock Crushing plant will use about 50,000 gallons per day or 1.5M per month which is equivalent to over 265 families per month.

- No requirement to use recycled water
- Water table will be affected, many in our neighborhood struggle to pump enough water now
- The Rock Crushing plant and all the neighbors will be drawing from the Ellenburger Aquifer

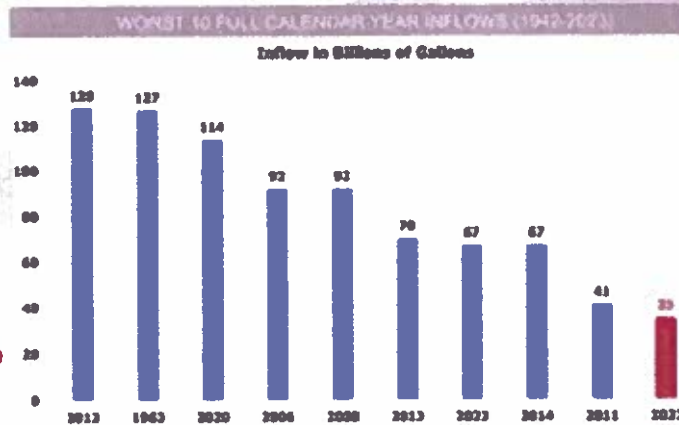


Credit: Save Burnet

As noted above, rock crushing plants need copious amounts of water for their operation. This proposal, if approved, would undeniably tax an already stressed groundwater system. Even now residents in the area struggle to get their pumps to produce needed water. This presents not only drinking water issues, but also the imminent danger of wildfire ignition. And, little discussion has been offered about what to do with the effluent from this proposed plant which has the potential to foul our water supply as well as impact the Inks Dam National Fish Hatchery.

Currently the two reservoirs in the Highland Lakes system are at 51% capacity. They've only been at 100% in 3 of the last 20 years. The chart below, from the Central Texas Water Coalition, illustrates that the surface water in the area is in even worse shape than the groundwater situation. The year 2022 was the worst on record in terms of inflows into the Highland Lakes. In 2023 the 4th worst inflows on record were recorded. Please keep in mind that the Highland Lakes systems of ground and surface water provides water for agriculture as well as drinking water for the Austin, Round Rock and Georgetown metro area - over 1 million people and growing. This absolutely critical resource must be used wisely and remain clean and pure.

2022 Inflows Were the Worst in History of the Lakes
 9 out of the 10 worst annual inflows have occurred since 2006

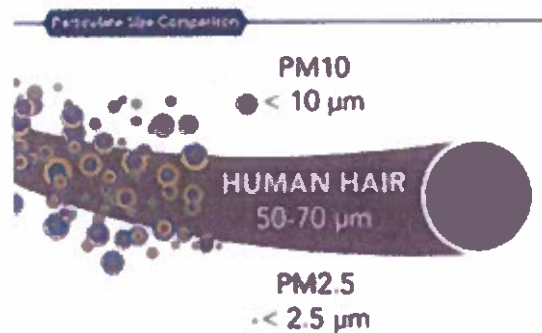


One of the biggest problem areas, and a reason for the permit application, is airborne dust. Note the 12-mile circle shown above. 10PM particles can travel almost three times the distance of the above circle. It takes an N95 mask to filter out the 2.5PM particles. No matter which way the wind blows, parts of the environmentally sensitive area of Lake Buchanan, Inks Lake, Lake LBJ and Lake Travis along with the two State parks and Camp Longhorn will be covered in toxic dust. Not to mention the devastating effects on the three wineries noted.

Rock Crushing Plant – Dust

Dust can travel hundreds of miles, depending on the size of the dust particles and the strength of the wind:

- PM 10 particles: Can travel up to 30 miles.
- PM 2.5 particles: Can travel hundreds of miles.
- Silica dust: Can travel up to 50 miles from the source





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In conclusion we, The Lake Buchanan Communities Alliance, respectfully ask that permit # 2024-5606 UO be denied on the above grounds. Its approval would have a devastating effect on the environment of our area, the quantity and quality of our water as well as our quality of life.

Sincerely,

Wayne Shipley
President
Lake Buchanan Communities Alliance
P.O Box 11, Buchanan Dam, Texas 78609
325-423-3466



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ELLEN TROXCLAIR

TEXAS STATE REPRESENTATIVE • DISTRICT 19

April 4, 2025

Laurie Gharis, Chief Clerk
Texas Commission on Environmental Quality
Office of the Chief Clerk
Austin, Texas 78711
RE: TCEQ Docket No. 2025-0338-AIR

To Ms. Gharis:

As a duly elected member of the Texas House of Representatives, I write to support the Office of Public Interest Counsel ("OPIC")'s March 28th recommendation, and reiterate my request that the Commission grant motions to overturn the issuance of Standard Air Permit No. 176835 to Asphalt Inc. LLC ("Asphalt Inc.") timely filed by *Save Burnet*, myself, and others.

OPIC's recommendation and the report of expert Dr. David Mitchell found the emissions calculations presented in Asphalt Inc.'s application "certainly not scientifically realistic." The TCEQ has not adequately addressed the wealth of credible evidence and analysis proffered by Dr. Mitchell, the Texas Parks and Wildlife Department, the City Council of Burnet, and the thousands of comments filed in opposition to this permit.

As stated in my March 3rd motion, Asphalt Inc.'s application inexplicably uses lower emission rates than those considered by TCEQ's protectiveness review, and fails to consider potential public health and environmental harms posed by the facility, specify proposed control technology, or provide support for its representations of compliance with TCEQ regulations.

The proposed quarry and rock crusher's operations could disrupt sensitive Hill Country wildlife habitat and devalue some of our state's most precious natural assets, archaeological sites, and historical treasures. It also impacts some of my constituents, whose family lands may be polluted with unexamined air and water emissions, while their private property rights are railroaded by Asphalt Inc.'s ever-expanding scope.

The Commission may grant a motion to overturn where "substantial evidence in the record" supports such decision. Surely, the evidence raised in the record by myself, State agencies, scientists, and thousands of our fellow Texans are "substantial" enough to justify overturning this standard permit issued on the grounds of an insufficient application. 35

I respectfully request your continued careful consideration, and I hope this letter might serve as a further resource in your deliberations.

Sincerely,

Ellen Troxclair

Ellen Troxclair
State Representative, District 19

MET Associates

Dr. David L. Mitchell, Ph.D.
MET Associates
P.O. Box 70
Dayton, Texas 77535

Forensic and Air Quality Meteorology

Particulate Matter Exposure
Asphalt Inc, LLC. Rock Crushing Plant
Burnet, Texas

My name is Dr. David Mitchell. I am a PhD in Atmospheric Science and Meteorology. I am a member of the National Association of Environmental Professionals. I spent much of my career in the energy industry by working for companies such as Conoco, Tenneco, and British Petroleum. I have worked on air pollution problems for the past forty nine years. I have modeled many of the air pollution and water pollution scenarios I have been charged with. I have also worked in teams with other professionals such as industrial hygienists, minerologists, toxicologists, geologists, and others.

I was asked to construct a model of exposures using the data provided by Asphalt LLC. I wrote a report explaining some of my findings. My understanding is that this report was given to both the Texas Commission on Environmental Quality (TCEQ) and the applicant, Asphalt LLC. I have been furnished and have read the TCEQ's Directors response to the Motion to Overturn and the attendant article the Director cites in her papers entitled "Ambient Monitoring of particulates, including crystalline silica, near APO facilities, final report. (2024)".

I make the following observations:

1. I was puzzled to learn that the TCEQ approved a permit so close to a community and especially so close to a children's camp given the asbestos and silica risks at issue.
2. The discussion in the Director's response and the measurements from the paper do not change my firm belief in the opinions contained in my report. I was surprised as a scientist that my report was not commented on other than to mention the receipt of it in a footnote. The spread of the particulate that I illustrated should be concerning to those involved in safeguarding public health.
3. It is important to underscore that the model was made from the data that Asphalt LLC supplied. I stated in my report and continue to believe based on my training and experience that Asphalt's exposure numbers contained in their permit application are unrealistically low. I do not believe their exposure estimates account for the magnitude of exposure from the rock crusher, the spikes in exposure common in these operations, the massive releases due to blasting operations of a new quarry, the exposures from tailings, and other issues.
4. The article cited in the response does not give me the comfort in this situation that it gives the Director. Putting aside some of the methodological issues in the study, the real problem is that the paper shows that rock crushing plants emit silica, that the silica travels, and can put local communities at risk. The dangers associated with silica exposure are real. The levels of crystalline silica contained in the study are potentially hazardous because they exceed action levels published by the National Institute for Occupational Safety and Health and the American Conference of Governmental Industrial Hygiensits.

- 13
5. The Director's response does not mention asbestos exposure. This is especially troubling. I have been involved in the forensic meteorology of asbestos fiber drift for decades. The risk of mesothelioma from fugitive emissions from mining and other industrial operations is real. There is no safe level of exposure to asbestos.
 6. I would respectfully suggest to the Commissioners that they be cautious in this situation. Some of the disease risk is short term but many of the ailments associated with asbestos and silica are latent diseases that may show up decades later.
 7. I would also suggest that the Commissioners deny the permit at this time and take the following steps:
 - a. Assemble a team of scientists to include: a Certified Industrial Hygienist (CIH), a minerologist, a toxicologist, and a forensic meteorologist.
 - b. Require the applicant to give the TCEQ all of the mineralogical information it possesses. If the minerologist determines that samples are needed to determine silica or asbestos content, require that too.
 - c. Allow the scientists time to make their findings in writing and require that the community be presented with their report(s).
 8. I remain available to the Commissioners should they have any questions concerning my report or this statement.

I certify that the foregoing information is true and accurate to the best of my information and belief. All opinions are held by me to be true and accurate within a reasonable degree of meteorological probability and that any estimations, interpolations or assumptions that have been made were done so with expert accuracy by a professional meteorologist.

Signed,



Dr. David L. Mitchell, Ph.D.
Consulting Forensic Meteorologist
MET Associates
P.O. Box 70
Dayton, Texas 77535

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TCEQ DOCKET NO. 2025-0338-AIR

IN THE MATTER OF THE MOTIONS	§	BEFORE THE TEXAS
TO OVERTURN THE EXECUTIVE	§	
DIRECTOR'S APPROVAL OF STANDARD	§	COMMISSION ON
PERMIT REGISTRATION NO. 176835	§	
TO ASPHALT INC., LLC	§	ENVIRONMENTAL QUALITY

**PRINTZ, MANNING, SAVEBURNET.COM RESPONSE TO THE
BRIEFS OF THE EXECUTIVE DIRECTOR AND ASPHALT INC.**

**TO THE HONORABLE COMMISSIONERS OF THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY:**

RANDY PRINTZ, NAN MANNING AND SAVEBURNET.COM file this their response to the briefs of the Executive Director, (hereinafter ED) and Asphalt Inc. (hereinafter AI) and would show the Commission as follows:

Needless to say that my clients Randy Printz, Nan Manning and SaveBurnet.com and the Burnet community at large support the careful analysis and position of the Public Interest Counsel. It has actually addressed the technical issues with as much vigor as the ED's counsel tried to avoid them. Reading the ED's brief is like witnessing two ships passing in the night unaware of the existence of the other. It seems like the authors cut and pasted the old arguments together then read the MTOs so there could provide a passing reference to them. At some point the Commission needs to force the ED to address the contrary technical opinions it seeks repeated to avoid. For example ED's brief mentions "child" or "children" only once.

It is a startling admission that the ED does not mention the report of Dr. Mitchell except in passing. There is no technical criticism or contrary technical analysis. It seems that no one with a technical degree or background has ever read the report even when repeatedly invited

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to do so by the MTOs. It is mystifying that the ED refuses to identify the subject matter experts it touts as guiding the agency. One can only conclude that it is likely because they agree with Dr. Mitchell and don't want their name and reputation sullied with the ED's position. Why not step up and at least attempt a technical response. Apparently, these subject matter experts choose to stay in the shadows

The ED does not contest the analysis that the location of the proposed rock crusher is the equivalent of being between two elementary schools, she just says that she does not care. The technical report relied upon by the ED does not contain even once mention the word "child" or "children." It is beyond logic that the ED treats even the mention of a child's health to be toxic in itself.

The Danger of Silica Exposure

The Director's response gives cursory and dismissive treatment of the very real risks the surrounding area faces from the crystalline silica plumes that come from normal operations of these rock crushers. It is well understood that silica exposure causes circulatory and heart problems. Stachyra 2022, Ecotox & Environ Safety Vol 23015Jan2022.

<https://www.sciencedirect.com/science/article/pii/S0147651321012240>

The American Cancer Society is of the opinion that you can have silica induced lung cancer without underlying silicosis.

<https://acsjournals.onlinelibrary.wiley.com/doi/full/10.3322/caac.21214#:~:text=First%2C%20recent%20epidemiologic%20studies%20have,64:63%E2%80%93369.&text=2013%20American%20Cancer%20Society%2C%20Inc.,> see also *Is Silicosis required*

for silica-associated lung cancer? Checkoway, Am J Ind Med. 2000 Mar 37(3).

Humans begin to have a higher risk of silica induced lung cancer at $4.5 \mu\text{g}/\text{m}^3$ years.

<https://pubmed.ncbi.nlm.nih.gov/11714104/> As the commission is aware you calculate mg/m^3 years by multiplying the average exposure level times the number of years the person is exposed. According to *AI's own data*, people who live at Camp Longhorn Indian Springs full time may exceed this level before the end of the first full year the crusher is in operation. Their risk of lung cancer will continue to rise each year, as the risk is cumulative. The healthy residents of Burnet will have their lung cancer risks rise after the third year of operation. Children, senior adults, and adults with pre-existing health conditions will be at risk much earlier. The only evidence before the Commission regarding exposure to the outlying community is the exposure impacts from Dr. Mitchell's report. Since we do not have access to the raw data used to calculate the exposure estimates used by AI to acquire the permit (although we asked for it during the meeting and were told they would get access to this data), Dr. Mitchell had to use AI's estimates. The resulting visual in his report shows a wide dispersal of particulates:



Instead of questioning any of Dr. Mitchell's serious conclusions, the ED instead pivots to another study it has done in other parts of the state using different machinery, geography, operations, and wind patterns (see ED's Response p. 4). Putting aside the acute and serious differences in these studies from the present situation and the rationale behind dropping the data from the actual permit application like a hot rock, there are other alarming reasons why this 2024 study should not be persuasive.

First, the data from TCEQ's 2024 study **proves** there will be health hazards to Burnet County residents on a continuing basis from the small silica particles that will get lodged in the resident's lungs. Even the rosier picture painted by the TCEQ still shows that people living in the surrounding communities will be exposed to and breathe 0.3 to 1.01 $\mu\text{g}/\text{m}^3$ **every day**. ("The long-term averages of PM₁₀ crystalline silica concentrations at the four sampling sites ranged from 0.3-1 $\mu\text{g}/\text{m}^3$). These levels are higher than necessary to induce silicosis, lung cancer, arteriosclerosis, and scleroderma on a cumulative basis. Recent scientific evidence shows that long term levels of silica exposure as low as 0.10 $\mu\text{g}/\text{m}^3$ can cause lung silicosis. <https://pubmed.ncbi.nlm.nih.gov/38791822/> It is important to put the TCEQ levels in perspective. The lower level of the TCEQ's estimate of 0.3 $\mu\text{g}/\text{m}^3$ in APOs is **six times higher** than the recommended exposure limit prescribed by the National Institute for Occupational Safety and Health. <https://www.cdc.gov/niosh/idlh/14808607.html> The 0.3 level is **twelve times higher** than that prescribed by the American Conference of Industrial Hygienists. <https://www.acgih.org/silica-crystalline-a-quartz-and-cristobalite/> These values are levels normally seen in **occupational** settings, where workers have access to respiratory protection and regular medical screenings, not in residential and

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farm/ranch communities with children, senior citizens, and people with pre-existing medical conditions.

Second, the sites in the 2024 TCEQ study were for some reason analyzed with NAAQS values from years past to give these quarries a passing grade. When the authors instead used the 2024 NAAQS values every site sampled approached the NAAQS limit and three out of four actually exceeded it (2024 APO Study page 20, Table 5).

Third, the values the ED claims are protective of human health come from a place that makes no similar claim. The Director is using NAAQS values from the EPA that were made and are often modified to comply with the Federal Clean Air Act. These are simply worst case, thou shall not breach levels, prescribed by federal law. Compliance with these regulations only means the State of Texas does not get subjected to a lawsuit from the EPA, it does not mean that the regime is particularly protective of human health, just not illegal. More puzzling still is why TCEQ utilizes a silica NAAQS or AMCV value of its own making. To be clear, there is no Federal NAAQS value for silica. The NAAQS simply regulates 'particulate matter' and doesn't distinguish cotton candy from silica or asbestos. The TCEQ claims in its brief and attendant study that they came up with their own special NAAQS/AMCV of silica at $24 \mu\text{g}/\text{m}^3$. The ED claims this level is protective of human health without citing a single study, scientific journal, nationally recognized medical society, or expert in this area. It is claimed to be true, simply because the ED says so. Surely these *ipse dixit* statements ought to be more carefully examined by the Commissioners before we expose the people of Burnet County to silica dust and asbestos.

Fourth, the TCEQ's reliance on the 2024 study fails because it measured different

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operations with different machinery, topography, operations, and wind patterns. A final important difference between the AI rock crusher and the places TCEQ sampled in 2024 is that the latter were ongoing operations. There were no explosives being used while these values were being taken. AI has already publicly admitted that they will perform ongoing blasting operations on site. The levels of exposure portend to be much higher than those proposed by the ED if the Commissioners were to allow this half baked permit to go forward.

Finally, the ED suggestion that 0.3 to 1.01 $\mu\text{g}/\text{m}^3$ levels of exposure to crystalline silica would be safe for the citizens Burnet County runs against the TCEQ's own analysis and findings. In 2009 the TCEQ issued its guidance document on silica exposure entitled "Silica, Crystalline Forms". The effect screening levels (ESLs) for chronic exposures would be exceeded by the values the TCEQ now claims are safe. Page one of the document contains the following table (red boxes added):

Chapter 1 Summary Tables

A summary of health- and welfare-based values from an evaluation of the acute and chronic toxicity of crystalline silica can be found in Table 1. Summary information on the physical chemical parameters of crystalline silica can be found in Table 2.

Table 1 Health- and Welfare-Based Values

Short-Term Values	Concentrations	Notes
acute ^a ESL[1 h] (HQ = 0.3)	14 $\mu\text{g}/\text{m}^3$ ^a Short-Term ESL for Air Permit Reviews	Critical Effects: respiratory inflammation—increased neutrophils and lactate dehydrogenase in bronchoalveolar lavage fluid in Crl:CD BR rats (male)
Acute ReV (HQ = 1.0)	47 $\mu\text{g}/\text{m}^3$	Critical Effects: Same as above
acute ^a ESL _{odor}	---	There are no odors associated with silica.
acute ^a ESL _{veg}	---	No negative impacts of silica were identified in plants.
Long-Term Values	Concentrations	Notes
chronic ^a ESL _{nonhnew(nc)} (HQ = 0.3)	0.60 $\mu\text{g}/\text{m}^3$ ^b	Critical Effect: silicosis in miners
Chronic ReV (HQ = 1.0)	2.0 $\mu\text{g}/\text{m}^3$ ^b	Critical Effects: Same as above
chronic ^a ESL _{linear(c)}	0.27 $\mu\text{g}/\text{m}^3$ ^{b, c} Long-Term ESL for Air Permit Reviews	Cancer Endpoint: lung cancer mortality in silica-exposed workers
chronic ^a ESL _{veg}	---	No negative impacts of silica were identified in plants.

The table makes clear, the ED would now permit AI to expose the children at Camp Longhorn, the people enjoying Inks Lake State Park, and the townspeople of Burnet to **industrial levels** of silica on a daily basis. Moreover, as shown previously, the scientific consensus continues to move in the direction of lower exposure levels even than the above to be protective of human health. Although the TCEQ levels in this chart are higher than what is considered protective today this may be because the last TCEQ review of silica exposure and the underlying medical literature last occurred in 2009. The “Standard Permit” to which the Director refers was created based in 2008. In the intervening eighteen years many things have changed. A simple PubMed search reveals that 2,817 articles have been

published since 2008 under the search terms "silica exposure health effects". (pubmed.ncbi.nlm.nih.gov; accessed April 3, 2025). The International Agency for Research on Cancer and the National Institute of Health have both updated their guidance on silica.

The "A" Word

The ED has consistently ignored concerns raised by stakeholders related to the dangers of asbestos from the rock crusher. In a comment made by Justin Shrader on September 27, 2024, it is noted that the geological deposits in and around this area contain asbestos as a natural contaminant according to University of Texas geological surveys. Shrader cites specific surveys in his comment. The mining and dynamiting of the subsurface will release asbestos fibers right next to a camp for children, a well used recreational park, and a growing town full of people. Asbestos is one of the most carcinogenic substances known to man. There is no safe level of exposure to asbestos below which you will not see cancer. Asbestos causes a unique, incurable cancer called mesothelioma which is especially pernicious. (see comment of Justin Shrader). The release of asbestos has never been accounted for in any of the Director's vague responses to date. The word "asbestos" doesn't even appear once in the Director's response to the motion to overturn. It's almost like the Director is ignoring this problem in the TCEQ analysis on purpose. The ED never required mineralogical analysis of the site by the petitioner. The ED never consulted the old University of Texas geological surveys that sit idle 9 miles from their office. No certified industrial hygienists have been hired to assess the danger. To go forward with these hazards in mind without any formal review, analysis, or response from the Director on these important issues is fallacious.

Another word mostly absent from the Director's brief is the word "children". After innumerable written comments about the safety of children in the surrounding community,

the many concerns raised in person at the public meeting, and the fact that the most directly exposed population from the rock crusher will be the children that attend Camp Longhorn right next door, one might think that the director would engage in more careful analysis. The single use of the word "children" in the Director's response is the following:

" Primary [TCEQ and EPA] standards protect the public health, including sensitive members of the populations, such as children, the elderly, and those individuals with preexisting health conditions." – Directors Response p3

Not only is this conclusory statement not backed by any evidence, it is also scientifically invalid and defies common sense. The health data used by the TCEQ for 'acceptable' silica exposure are based on studies done on healthy adult male silica miners and sandblasters, not kids or vulnerable adults. As the California Office of Environmental Health Hazard Assessment (OEHHA) noted, "Exacerbation of asthma, which has a more severe impact on children than on adults, is a known response to some respiratory irritants". They also stated: "Since children have smaller airways than adults and breathe more air on a body weight basis, penetration and deposition of particles in the airways and alveoli in children is likely greater than that in adults exposed to the same concentration." Environmental Working Group quoting OEHHA in <https://www.ewg.org/research/danger-air>. Another author warns; "Air pollution is a leading modifiable risk factor for various cardio-respiratory outcomes globally, both for children and for adults. Children are particularly susceptible to the adverse effects of air pollution due to various physiological and behavioural factors. Children are at a higher risk of outcomes such as acute respiratory infections, asthma and decreased lung function due to air pollution exposure..." Aithal 2023 Air quality and respiratory health in children, Breathe, Jun 13;19(2). With these quotes in mind, we urge the Commissioners to

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overturn this permit until such time as a health study can be conducted from qualified minerologists, industrial hygienists, and physicians in order to properly assess the risks the crusher poses to children.

When it comes to the kids, the asbestos risks are even worse. Studies have shown that children are more than three times more likely to get mesothelioma than their adult counterparts from the same exposures. UK Committee on Carcinogenicity CC/13/S1. Because children have cells that are still rapidly dividing and their organs are still developing, they are far more susceptible to carcinogens than adults (Carpenter, J of Adolescent Health, May 2013). A thimbleful of inhaled asbestos is enough to increase a person's risk of mesothelioma by 400%. Iwatsubo, Am J Epidem, Vol 148, No. 2 1998. As Dr. Mitchell's report makes clear, although the children at Camp Longhorn face the most immediate risk, these small particles can travel large distances. All of the children in the surrounding community are at risk. The dangers of asbestos exposure in the granting of the instant permit have been totally ignored. The asbestos problem alone is a reason to overturn the Director's decision, but the added knowledge that it is children who are at risk requires it.

Dr. Mitchell has further evaluated the ED and AI's response and his analysis is attached as an exhibit hereto.

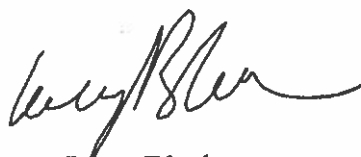
We would favorably consider a mediation with the ED and AI if in attendance were subject matter experts (qualified public health and metrological professionals) to discuss and analyze the long term risks to the children of Texas that this decision portends. That together with the precedent for placement of aggregate facilities should alarm anyone with children or grand children. If this permit is approved there are no more restraints on placement of like facilities.

TCEQ comments in response to well-deserved criticism in the Sunset Review process in September 2021 when discussing the public's concerns in the permitting process states "...the level of sophistication and comment detail, along with a higher degree of technical knowledge of the commenters, requires more TCEQ staff time to compile sufficiently detailed response to address comments." (Page 671) Although knowing this and seeking the funding to support such, the ED has failed to do so here.

The undersigned acknowledges the exceptional contribution of Justin Shrader, Attorney, in preparing this response.

The Commission needs to take one action here and that is to SAVE THE CHILDREN.

Respectfully submitted:



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RESOLUTION NO. R2024-68

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF BURNET,
TEXAS, OBJECTING TO THE ISSUANCE OF A TCEQ AIR
QUALITY STANDARDS PERMIT FOR A ROCK AND CONCRETE
CRUSHER FACILITY PROPOSED TO BE LOCATED AT 3221 FM
3509, BURNET COUNTY, TEXAS**

Whereas, on August 20, 2024, the Texas Commission on Environmental Quality (TCEQ) issued notice of an application for a TCEQ Air Quality Standards Permit for a rock and concrete crusher facility proposed to be located at 3221 FM 3509, Burnet County, Texas (the "proposed project"); and

Whereas, the proposed project will include a quarry operation; and

Whereas, the eastern edge of the property line of the proposed project is approximately 2 miles from the Burnet City Limits and the Burnet Municipal Golf Course; and

Whereas, City Council finds and determines the proposed project could have an adverse impact on community public health safety and welfare for numerous reasons including the following:

- pollutants and particles shall be emitted into the air and will adversely impact the community's air quality; and
- groundwater usage will jeopardize groundwater availability to the community during drought conditions; and
- additional truck traffic will be generated that will make roads less safe for the community, advance road deterioration; and cause additional air pollution; and

Whereas, by this resolution City Council deems it appropriate to express its opposition to the permit application and take those actions reasonably necessary to prevent its issuance.

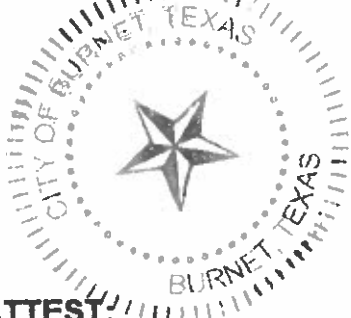
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BURNET, TEXAS,
AS FOLLOWS:**

Section One. Findings. The recitals stated in this resolution are hereby found to be true and correct and are incorporated herein by reference as the findings of the Burnet City Council.

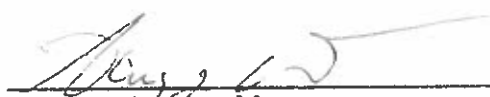
Section Two. Opposition. For reasons expressed in the findings of this Resolution, the City Council of the City of Burnet is opposed to the issuance of an Air Quality Standards Permit for a rock and concrete crusher facility proposed to be located at 3221 FM 3509, Burnet County, Texas.

Section Three. Authorization. The Mayor and City Manager, collectively or individually, are authorized to represent the city before the TCEQ, the Texas Office of Administrative Hearings, and other appropriate parties for the purpose of advocating the City's opposition to this permit application; and take those actions reasonably necessary to accomplish the denial of the permit application.

PASSED AND APPROVED this the 10th day of September 2024.



CITY OF BURNET, TEXAS



Gary Wideman, Mayor

ATTEST:



Maria Gonzales, City Secretary

Water Usage Calculation for Dust Abatement only

Looking at the section of TCEQ Permit #176835 and per the info on page 28 of the Asphalt Inc permit (shown below), you will see the following information provided for water usage related to dust. Please note that this calculation is just for the spray bars and not considering the water used to spray the roads or the facilities in their plant. This proposed rock crushing facility will have 31 Emission Point Numbers (EPN).



Texas Commission on Environment Quality

Table 17
Rock Crushers

Please Complete the Following				
Maximum operating schedule:	< 12 hours/day	< 7 days/week	< 52 weeks/year	
Does the facility operate at night?				☐ YES ☒ NO
Maximum Plant Production Rates:				
☒ Primary Crusher	Type: Jaw	200 tons/hour	528,000 tons/year	
☒ Secondary Crusher(s)	Type: Cone	200 tons/hour	528,000 tons/year	
☐ Tertiary Crusher(s)	Type:	tons/hour	tons/year	
The Following Pieces of Equipment will be Controlled as Shown:				
Feed Hoppers:	☒ None	☐ Water Spray	☐ Suction to Baghouse	☐ Other:
All Belt Transfer Points:	☐ None	☒ Water Spray	☐ Suction to Baghouse	☐ Other:
Inlet of all Crushers:	☐ None	☒ Water Spray	☐ Suction to Baghouse	☐ Other:
Outlet of all Crushers:	☐ None	☒ Water Spray	☐ Suction to Baghouse	☐ Other:
All Shaker Screens:	☐ None	☒ Water Spray	☐ Suction to Baghouse	☐ Other:
If Water Sprays are used, Provide the Following Data:				
Water Flow Rate (gpm): 1-3				
Water Pressure at the Nozzle (psi): 30				
Number of Nozzles at each location: 1-5				
If baghouse is used, attach a Table 11 "Fabric Filters."				
Average material moisture content (%): >1.5%				
Maximum acreage covered by stockpiles (acres): 10				
Stockpiles have the following controls: ☐ None ☒ Water ☐ Chemical				
In-plant roads will be: ☐ Paved and Vacuumed ☐ Paved and Swept ☐ Oiled				
☒ Sprinkled with Water and/or Chemicals ☐ Other:				

- Permit list 31 EPNs (one EPN is a Feed Hopper and will not have a sprayer on it), so this leave 30.
- Each EPN will have a spray bar with 1-5 sprayers
- Each sprayer will use 1-3 GPM each sprayer
- The facility will run 12 hour per day
- 7 days a week

This gives us a minimum and maximum calculation of:

- Minimum usage: $30 \text{ EPN} \times 1 \text{ gal/min} \times 1 \text{ sprayer} \times 60 \text{ min} \times 12 \text{ hrs} \times 30 \text{ days} = \mathbf{648,000 \text{ gallons per month.}}$
- Maximum usage: $30 \text{ EPN} \times 3 \text{ gal/min} \times 5 \text{ sprayer} \times 60 \text{ min} \times 12 \text{ hrs} \times 30 \text{ days} = \mathbf{9,720,000 \text{ gallons per month.}}$

BURNET COUNTY

AMPHIBIANS

**Pedernales River Springs
salamander**

Eurycea sp. 6

Aquatic; springs, streams and caves with rocky or cobble beds.

Federal Status:

State Status:

SGCN: N

Endemic: Y

Global Rank: G1

State Rank: S1S2

Strecker's chorus frog

Pseudacris streckeri

Terrestrial and aquatic: Wooded floodplains and flats, prairies, cultivated fields and marshes. Likes sandy substrates.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

Woodhouse's toad

Anaxyrus woodhousii

Terrestrial and aquatic: A wide variety of terrestrial habitats are used by this species, including forests, grasslands, and barrier island sand dunes. Aquatic habitats are equally varied.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

ARACHNIDS

No accepted common name

Tyrannochthonius troglodytes

Habitat description is not available at this time.

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G1G2

State Rank: S1

Reddell harvestman

Texella reddelli

Small, blind, cave-adapted harvestman endemic to a few caves in Travis and Williamson counties

Federal Status: E

State Status:

SGCN: Y

Endemic: Y

Global Rank: G2G3

State Rank: S2

BIRDS

bald eagle

Haliaeetus leucocephalus

Found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and pirates food from other birds

Federal Status: DL

State Status:

SGCN: N

Endemic: N

Global Rank: G5

State Rank: S3B,S3N

DISCLAIMER

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BURNET COUNTY

BIRDS

Bank Swallow

Riparia riparia

Bank Swallows live in low areas along rivers, streams, ocean coasts, and reservoirs. Their territories usually include vertical cliffs or banks where they nest in colonies of 10 to 2,000 nests. Though in the past Bank Swallows were most commonly found around natural bluffs or eroding streamside banks, they now often nest in human-made sites, such as sand and gravel quarries or road cuts. They forage in open areas and avoid places with tree cover.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S2B,S4N

black-capped vireo

Vireo atricapilla

Oak-juniper woodlands with distinctive patchy, two-layered aspect; shrub and tree layer with open, grassy spaces; requires foliage reaching to ground level for nesting cover; return to same territory, or one nearby, year after year; deciduous and broad-leaved shrubs and trees provide insects for feeding; species composition less important than presence of adequate broad-leaved shrubs, foliage to ground level, and required structure; nesting season March-late summer

Federal Status: DL

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3B

Brewer's Blackbird

Euphagus cyanocephalus

Shrubby and bushy areas (especially near water), riparian woodland, aspen parklands, cultivated lands, marshes, and around human habitation; in migration and winter also in pastures and fields (AOU 1983).

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S5

Cactus Wren

Campylorhynchus brunneicapillus

Desert (especially with cholla cactus or yucca), mesquite, arid scrub, coastal sage scrub, and in trees in towns in arid regions (Tropical to Subtropical zones) (AOU 1983). Nests in OPUNTIA cactus, or in twiggy, thorny, trees and shrubs, sometimes in buildings. Nest may be relined and used as a winter roost.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4B

chestnut-collared longspur

Calcarius ornatus

Occurs in open shortgrass settings especially in patches with some bare ground. Also occurs in grain sorghum fields and Conservation Reserve Program lands

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

Common Nighthawk

Chordeiles minor

Common Nighthawks nest in both rural and urban habitats including coastal sand dunes and beaches, logged forest, recently burned forest, woodland clearings, prairies, plains, sagebrush, grasslands, open forests, and rock outcrops. They also nest on flat gravel rooftops, though less often as gravel roofs are being replaced by smooth, rubberized roofs that provide an unsuitable surface.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4B

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BURNET COUNTY

BIRDS

Franklin's gull

Leucophaeus pipixcan

The county distribution for this species includes geographic areas that the species may use during migration. Time of year should be factored into evaluations to determine potential presence of this species in a specific county. This species is only a spring and fall migrant throughout Texas. It does not breed in or near Texas. Winter records are unusual consisting of one or a few individuals at a given site (especially along the Gulf coastline). During migration, these gulls fly during daylight hours but often come down to wetlands, lake shore, or islands to roost for the night.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S2N

golden-cheeked warbler

Setophaga chrysoparia

Ashe juniper in mixed stands with various oaks (*Quercus* spp.). Edges of cedar brakes. Dependent on Ashe juniper (also known as cedar) for long fine bark strips, only available from mature trees, used in nest construction; nests are placed in various trees other than Ashe juniper; only a few mature junipers or nearby cedar brakes can provide the necessary nest material; forage for insects in broad-leaved trees and shrubs; nesting late March-early summer.

Federal Status: E

State Status: E

SGCN: Y

Endemic: N

Global Rank: G2

State Rank: S2S3B

interior least tern

Sternula antillarum athalassos

Sand beaches, flats, bays, inlets, lagoons, islands. Subspecies is listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also know to nest on man-made structures (inland beaches, wastewater treatment plants, gravel mines, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony

Federal Status: DL

State Status: E

SGCN: N

Endemic: N

Global Rank: G4T3Q

State Rank: S1B

lark bunting

Calamospiza melanocorys

Overall, it's a generalist in most short grassland settings including ones with some brushy component plus certain agricultural lands that include grain sorghum. Short grasses include sideoats and blue gramas, sand dropseed, prairie junegrass (*Koeleria*), buffalograss also with patches of bluestem and other mid-grass species. This bunting will frequent smaller patches of grasses or disturbed patches of grasses including rural yards. It also uses weedy fields surrounding playas. This species avoids urban areas and cotton fields.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S4B

Least Tern

Sternula antillarum

Sand beaches, flats, bays, inlets, lagoons, islands, river sandbars and flat gravel rooftops in urban areas.

Federal Status: DL

State Status:

SGCN: Y

Endemic: N

Global Rank: G4

State Rank: S2B

Loggerhead Shrike

Lanius ludovicianus

Loggerhead Shrikes inhabit open country with short vegetation and well-spaced shrubs or low trees, particularly those with spines or thorns. They frequent agricultural fields, pastures, old orchards, riparian areas, desert scrublands, savannas, prairies, golf courses, and cemeteries. Loggerhead Shrikes are often seen along mowed roadsides with access to fence lines and utility poles.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G4

State Rank: S4B

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BURNET COUNTY

BIRDS

mountain plover

Charadrius montanus

The county distribution for this species includes geographic areas that the species may use during migration. Time of year should be factored into evaluations to determine potential presence of this species in a specific county. Breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (plowed) fields; primarily insectivorous.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G3	State Rank: S2

Northern Bobwhite

Colinus virginianus

Inhabits a wide variety of vegetation types, particularly early successional stages. Occurs in croplands, grasslands, pastures, fallow fields, grass-brush rangelands, open pinelands, open mixed pine-hardwood forests, and habitat mosaics (Brennan 1999).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S4B

Pyrrhuloxia

Cardinalis sinuatus

Pyrrhuloxias live in upland deserts, mesquite savannas, riparian (streamside) woodlands, desert scrublands, farm fields with hedgerows, and residential areas with nearby mesquite. When not breeding, some Pyrrhuloxias wander into urban habitats, mesquite-hackberry habitats, and riparian habitats with Arizona sycamore and cottonwood.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4B

Sanderling

Calidris alba

Nonbreeding: primarily sandy beaches, less frequently on mud flats and shores of lakes or rivers (AOU 1983) also on exposed reefs (Pratt et al. 1987). Sleeps/loafs on upper beach or on salt pond dike.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5

Snowy Plover

Charadrius nivosus

Algal flats appear to be the highest quality habitat. Some of the most important aspects of algal flats are their relative inaccessibility and their continuous availability throughout all tidal conditions. An optimal site characteristic would be large in size. The size of populations appear to be roughly proportional to the total area of suitable habitat used. Formerly an uncommon breeder in the Panhandle; potential migrant; winter along coast.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G3	State Rank: S3B

Sprague's pipit

Anthus spragueii

The county distribution for this species includes geographic areas that the species may use during migration. Time of year should be factored into evaluations to determine potential presence of this species in a specific county. Habitat during migration and in winter consists of pastures and weedy fields (AOU 1983), including grasslands with dense herbaceous vegetation or grassy agricultural fields.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G3G4	State Rank: S3N

western burrowing owl

Athene cunicularia hypugaea

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BURNET COUNTY

BIRDS

Open grasslands, especially prairie, plains, and savanna, sometimes in open areas such as vacant lots near human habitation or airports; nests and roosts in abandoned burrows

Federal Status:	State Status:	SGCN: N
Endemic: N	Global Rank: G4T4	State Rank: S2

white-faced ibis *Plegadis chihi*

The county distribution for this species includes geographic areas that the species may use during migration. Time of year should be factored into evaluations to determine potential presence of this species in a specific county. Prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; currently confined to near-coastal rookeries in so-called hog-wallow prairies. Nests in marshes, in low trees, on the ground in bulrushes or reeds, or on floating mats.

Federal Status:	State Status: T	SGCN: N
Endemic: N	Global Rank: G5	State Rank: S4B

whooping crane *Grus americana*

The county distribution for this species includes geographic areas that the species may use during migration. Time of year should be factored into evaluations to determine potential presence of this species in a specific county. Small ponds, marshes, and flooded grain fields for both roosting and foraging. Potential migrant via plains throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties.

Federal Status: E	State Status: E	SGCN: Y
Endemic: N	Global Rank: G1	State Rank: S1S2N

Willet *Tringa semipalmata*

Marshes, tidal mudflats, beaches, lake margins, mangroves, tidal channels, river mouths, coastal lagoons, sandy or rocky shores, and, less frequently, open grassland (AOU 1983, Stiles and Skutch 1989).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S5B

Wilson's Warbler *Cardellina pusilla*

Wilson's warblers key in on forests and scrubby areas along streams to fatten up during migration. During the nonbreeding season they use many types of habitats from lowland thickets near streams to high-elevation cloud forests in Mexico and Central America.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4

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BURNET COUNTY

BIRDS

yellow-billed cuckoo *Coccyzus americanus*

In Texas, the populations of concern are found breeding in riparian areas in the Trans Pecos (known as part of the Western Distinct Population Segment). It is the Western DPS that is on the U.S. ESA threatened list and includes the Texas counties Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio. Riparian woodlands below 6,000' in elevation consisting of cottonwoods and willows are prime habitat. This species is a long-distant migrant that summers in Texas, but winters mainly in South America. Breeding birds of the Trans Pecos populations typically arrive on their breeding grounds possibly in late April but the peak arrival time is in May. Threats to preferred habitat include hydrologic changes that don't promote the regeneration of cottonwoods and willows, plus livestock browsing and trampling of sapling trees in sensitive riparian areas.

Federal Status: T	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4S5B

zone-tailed hawk *Buteo albonotatus*

Arid open country, including open deciduous or pine-oak woodland, mesa or mountain country, often near watercourses, and wooded canyons and tree-lined rivers along middle-slopes of desert mountains; nests in various habitats and sites, ranging from small trees in lower desert, giant cottonwoods in riparian areas, to mature conifers in high mountain regions

Federal Status:	State Status: T	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S3B

CRUSTACEANS

Bifurcated Cave Amphipod *Stygobromus bifurcatus*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G3G4	State Rank: S3

FISH

Guadalupe bass *Micropterus treculii*

Endemic to the streams of the northern and eastern Edwards Plateau including portions of the Brazos, Colorado, Guadalupe, and San Antonio basins; species also found outside of the Edwards Plateau streams in decreased abundance, primarily in the lower Colorado River; two introduced populations have been established in the Nueces River system. A pure population was re-established in a portion of the Blanco River in 2014. Species prefers lentic environments but commonly taken in flowing water; numerous smaller fish occur in rapids, many times near eddies; large individuals found mainly in riffle tail races; usually found in spring-fed streams having clear water and relatively consistent temperatures.

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G3	State Rank: S3

silverband shiner *Notropis shumardi*

In Texas, found from Red River to Lavaca River; Main channel with moderate to swift current velocities and moderate to deep depths; associated with turbid water over silt, sand, and gravel.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4

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BURNET COUNTY

FISH

Texas shiner *Notropis amabilis*

In Texas, it is found primarily in Edwards Plateau streams from the San Gabriel River in the east to the Pecos River in the west. Typical habitat includes rocky or sandy runs, as well as pools.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S4

INSECTS

American bumblebee *Bombus pensylvanicus*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic:	Global Rank: G3G4	State Rank: SNR

No accepted common name *Rhadine russelli*

Habitat description is not available at this time.

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G1G2	State Rank: S3

MAMMALS

big free-tailed bat *Nyctinomops macrotis*

Habitat data sparse but records indicate that species prefers to roost in crevices and cracks in high canyon walls, but will use buildings, as well; reproduction data sparse, gives birth to single offspring late June-early July; females gather in nursery colonies; winter habits undetermined, but may hibernate in the Trans-Pecos; opportunistic insectivore

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

cave myotis bat *Myotis vellifer*

Colonial and cave-dwelling; also roosts in rock crevices, old buildings, carports, under bridges, and even in abandoned Cliff Swallow (*Hirundo pyrrhonota*) nests; roosts in clusters of up to thousands of individuals; hibernates in limestone caves of Edwards Plateau and gypsum cave of Panhandle during winter; opportunistic insectivore.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S2S3

eastern spotted skunk *Spilogale putorius*

Generalist; open fields prairies, croplands, fence rows, farmyards, forest edges & woodlands. Prefer wooded, brushy areas & tallgrass prairies. S.p. ssp. *interrupta* found in wooded areas and tallgrass prairies, preferring rocky canyons and outcrops when such sites are available.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S1S3

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BURNET COUNTY

MAMMALS

hoary bat

Lasiurus cinereus

Hoary bats are highly migratory, high-flying bats that have been noted throughout the state. Females are known to migrate to Mexico in the winter, males tend to remain further north and may stay in Texas year-round. Commonly associated with forests (foliage roosting species) but are found in unforested parts of the state and lowland deserts. Tend to be captured over water and large, open flyways.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G3G4	State Rank: S3

Llano pocket gopher

Geomys texensis texensis

Found in deep, brown loamy sands or gravelly sandy loams and is isolated from other species of pocket gophers by intervening shallow stony to gravelly clayey soils

Federal Status:	State Status:	SGCN: Y
Endemic: Y	Global Rank: G3T2	State Rank: S2

mountain lion

Puma concolor

Generalist; found in a wide range of habitats statewide. Found most frequently in rugged mountains & riparian zones.

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S2S3

plains spotted skunk

Spilogale interrupta

Generalist; open fields, prairies, croplands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tallgrass prairie

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4	State Rank: S1S3

Seminole bat

Lasiurus seminolus

Pine-oak and long-leaf pine in east Texas. Habitats include pine, mixed pine-hardwood, and hardwood forests of uplands and bottomlands, particularly pine-dominated forests, including mature pine and pine-hardwood corridors in managed pine forest landscapes (Menzel et al. 1998, 1999, 2000; Carter et al. 2004; Marks and Marks 2006; Perry and Thill 2007; Perry et al. 2007; Hein et al. 2008; Ammerman et al. 2012).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

tricolored bat

Perimyotis subflavus

Forest, woodland and riparian areas are important. Caves are very important to this species.

Federal Status: PE	State Status:	SGCN: Y
Endemic: N	Global Rank: G3G4	State Rank: S2

MOLLUSKS

Lilliput

Toxolasma parvum

Reported from small streams, where it may penetrate into the headwaters, to large rivers, oxbows, sloughs, lakes, ponds, canals, borrow pits, and reservoirs. Primarily occurs in still to slow currents in mud and sand substrates (Coker et al. 1921; Read 1954; Neck and Metcalf 1988; Williams et al. 2008; Watters et al. 2009).

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BURNET COUNTY

MOLLUSKS

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

Mapleleaf *Quadrula quadrula*

Reported from streams to rivers, lakes, and reservoirs. In riverine habitats, it may be found in main-channel habitats such as riffles or runs in sand, gravel, and cobble substrates with moderate to swift currents. May also be found in nearshore habitats such as banks and backwaters to include pools in sand or mud substrates with little to no flow. (Williams et al. 2008; Howells 2016; Haag and Cicerello 2016).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S3

Pimpleback *Cyclonaias pustulosa*

Occurs in small streams to large rivers in habitats including riffles and runs with flowing water, also found in nearshore habitats such as banks and backwaters or pools. Can occur in reservoirs but varies based by population. Is often found in substrates comprising of sand, gravel, and cobble but also mud and silt (Howells et al. 1996; Williams et al. 2008; Watters et al. 2009).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: SNR

Pistolgrip *Tritogonia verrucosa*

Reported from streams to rivers, lakes, and reservoirs, but considered less tolerant of impoundment (Haag and Cicerello 2016). Can occur in a variety of habitat types but most often found in main channel habitats such as riffles and runs with moderate current and sand, gravel, or cobble substrates (Howells et al. 1996; Williams et al. 2008).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G4G5	State Rank: S3S4

Tampico Pearlymussel *Cyrtoneis tampicoensis*

Reported from streams to rivers, reservoirs, and canals. In riverine habitats often found in nearshore habitats such as banks and backwaters, to include pools and oxbows, in mud or sand or among cobble and boulders with still to moderate currents (Howells et al. 1996).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: S4

Tapered Pondhorn *Unio merus declivis*

It likely occurs in streams, rivers, oxbows, marshes, swamps, lakes, canals, ponds, and reservoirs in still to moderate currents in mud, sand, or gravel substrates. Also probably occurs in woody debris such as logjams and exposed roots of riparian trees (Williams et al. 2008).

Federal Status:	State Status:	SGCN: Y
Endemic: N	Global Rank: G5	State Rank: SNR

Texas fatmucket *Lampsilis bracteata*

Reported to occur in slow to moderate current in sand, mud, and gravel substrates among large cobble, boulders, bedrock ledges, horizontal cracks in bedrock slabs, and macrophyte beds. Has also been observed inhabiting the roots of cypress trees and vegetation along steep banks. Past authorities have reported this species intolerant of reservoir conditions but recent surveys suggest it may persist in some impoundment conditions (Howells 2010c; Randklev et al. 2017b). [Mussel of Texas 2019]

Federal Status: E	State Status: T	SGCN: Y
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BURNET COUNTY

MOLLUSKS

Endemic: Y Global Rank: G1 State Rank: S1

Texas fawnsfoot *Truncilla macrodon*

Occurs in large rivers but may also be found in medium-sized streams. Is found in protected near shore areas such as banks and backwaters but also riffles and point bar habitats with low to moderate water velocities. Typically occurs in substrates of mud, sandy mud, gravel and cobble. Considered intolerant of reservoirs (Randklev et al. 2010; Howells 2010o; Randklev et al. 2014b,c; Randklev et al. 2017a,b). [Mussels of Texas 2019]

Federal Status: T State Status: T SGCN: Y
Endemic: Y Global Rank: G1 State Rank: S2

Texas pimpleback *Cyclonaias petrina*

Occurs in medium-size streams to large rivers primarily in riffles and runs. Often found in substrates composed of sand, gravel, and cobble, including mud-silt or gravel-filled cracks in bedrock slabs. Considered intolerant of reservoirs (Howells 2010m; Randklev et al. 2017b). [Mussels of Texas 2019]

Federal Status: E State Status: E SGCN: Y
Endemic: Y Global Rank: G1 State Rank: S1

REPTILES

Concho water snake *Nerodia paucimaculata*

Aquatic: Shallow, fast-flowing water with a rocky or gravelly substrate preferred. Adults can be found in deep water with mud bottoms, such as large section fo rivers and reservoirs. Riffle habitat is particularly important for this species.

Federal Status: DL State Status: SGCN: Y
Endemic: Y Global Rank: G1 State Rank: S1

eastern box turtle *Terrapene carolina*

Terrestrial: Eastern box turtles inhabit forests, fields, forest-brush, and forest-field ecotones. In some areas they move seasonally from fields in spring to forest in summer. They commonly enters pools of shallow water in summer. For shelter, they burrow into loose soil, debris, mud, old stump holes, or under leaf litter. They can successfully hibernate in sites that may experience subfreezing temperatures.

Federal Status: State Status: SGCN: Y
Endemic: N Global Rank: G5 State Rank: S3

plateau spot-tailed earless lizard *Holbrookia lacerata*

Terrestrial: Habitats include moderately open prairie-brushland regions, particularly fairly flat areas free of vegetation or other obstructions (e.g., open meadows, old and new fields, graded roadways, cleared and disturbed areas, prairie savanna, and active agriculture including row crops); also, oak-juniper woodlands and mesquite-prickly pear associations (Axtell 1968, Bartlett and Bartlett 1999).

Federal Status: State Status: SGCN: Y
Endemic: Y Global Rank: GNR State Rank: S2

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BURNET COUNTY

REPTILES

slender glass lizard

Ophisaurus attenuatus

Terrestrial: Habitats include open grassland, prairie, woodland edge, open woodland, oak savannas, longleaf pine flatwoods, scrubby areas, fallow fields, and areas near streams and ponds, often in habitats with sandy soil.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

smooth softshell

Apalone mutica

Aquatic: Large rivers and streams; in some areas also found in lakes and impoundments (Ernst and Barbour 1972). Usually in water with sandy or mud bottom and few aquatic plants. Often basks on sand bars and mudflats at edge of water. Eggs are laid in nests dug in high open sandbars and banks close to water, usually within 90 m of water (Fitch and Plummer 1975).

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

Texas horned lizard

Phrynosoma cornutum

Terrestrial: Open habitats with sparse vegetation, including grass, prairie, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when inactive. Occurs to 6000 feet, but largely limited below the pinyon-juniper zone on mountains in the Big Bend area.

Federal Status:

State Status: T

SGCN: Y

Endemic: N

Global Rank: G4G5

State Rank: S3

Texas map turtle

Graptemys versa

Aquatic: Primarily a river turtle but can also be found in reservoirs. Can be found in deep and shallow water with sufficient basking sites (emergent rocks and woody debris).

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G4

State Rank: SU

western box turtle

Terrapene ornata

Terrestrial: Ornate or western box turtles inhabit prairie grassland, pasture, fields, sandhills, and open woodland. They are essentially terrestrial but sometimes enter slow, shallow streams and creek pools. For shelter, they burrow into soil (e.g., under plants such as yucca) (Converse et al. 2002) or enter burrows made by other species.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5

State Rank: S3

western massasauga

Sistrurus tergeminus

Terrestrial: Shortgrass or mixed grass prairie, with gravel or sandy soils. Often found associated with draws, floodplains, and more mesic habitats within the arid landscape. Frequently occurs in shrub encroached grasslands.

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S3

PLANTS

basin bellflower

Campanula reverchonii

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BURNET COUNTY

PLANTS

Stanfield's beebalm

Monarda stanfieldii

Largely confined to granite sands along the middle course of the Colorado River and its tributaries; Perennial

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3

State Rank: S3

sycamore-leaf snowbell

Styrax platanifolius ssp. platanifolius

Rare throughout range, usually in oak-juniper woodlands on steep rocky banks and ledges along intermittent or perennial streams, rarely far from some reliable source of moisture; Perennial; Flowering April-May; Fruiting May-Aug.

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3T3

State Rank: S3

Texas almond

Prunus minutiflora

Wide-ranging but scarce, in a variety of grassland and shrubland situations, mostly on calcareous soils underlain by limestone but occasionally in sandier neutral soils underlain by granite; Perennial; Flowering Feb-May and Oct; Fruiting Feb-Sept

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3G4

State Rank: S3S4

Texas amorphia

Amorpha roemeriana

Juniper-oak woodlands or shrublands on rocky limestone slopes, sometimes on dry shelves above creeks; Perennial; Flowering May-June; Fruiting June-Oct

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S3

Texas claret-cup cactus

Echinocereus coccineus var. paucispinus

Mountains, hills, and mesas, igneous and limestone, oak-juniper-pinyon woodland or juniper woodland on limestone mesas, mostly rocky habitats but also in alluvial basins, grasslands, or among mesquite or other shrubs. Flowering March - April (Powell and Weedon 2004).

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G5T3

State Rank: S3

Texas peachbush

Prunus texana

Occurs at scattered sites in various well drained sandy situations; deep sand, plains and sand hills, grasslands, oak woods, 0-200 m elevation; Perennial; Flowering Feb-Mar; Fruiting Apr-Jun

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3G4

State Rank: S3S4

threeflower penstemon

Penstemon triflorus var. triflorus

Occurs sparingly on rock outcrops and in grasslands associated with juniper-oak woodlands (Carr 2015).

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3T3

State Rank: S3

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BURNET COUNTY

PLANTS

tree dodder

Cuscuta exaltata

Parasitic on various *Quercus*, *Juglans*, *Rhus*, *Vitis*, *Ulmus*, and *Diospyros* species as well as *Acacia berlandieri* and other woody plants; Annual; Flowering May-Oct; Fruiting July-Oct

Federal Status:

State Status:

SGCN: Y

Endemic: N

Global Rank: G3

State Rank: S3

turnip-root scurfpea

Pediomelum cyphocalyx

Grasslands and openings in juniper-oak woodlands on limestone substrates on the Edwards Plateau and in north-central Texas (Carr 2015).

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3G4

State Rank: S2S3

Wright's milkvetch

Astragalus wrightii

On sandy or gravelly soils; Flowering/fruitle: April and May

Federal Status:

State Status:

SGCN: Y

Endemic: Y

Global Rank: G3

State Rank: S3

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