



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

December 17, 2025

Honorable Bryan Wilson
Burnet County
220 S. Pierce St. Rm. 1
Burnet, TX 78611

Greetings, Judge Wilson:

On behalf of everyone at the Texas Water Development Board (TWDB), I extend our heartfelt thoughts and deepest sympathies to your community as you continue to recover from the devastating July floods.

The TWDB is in the process of implementing the requirements of Senate Bill 3 (SB 3) related to sirens in flood-prone areas, and we thank everyone who participated in our recent survey. The Texas Legislature also passed Senate Bill 5 (SB 5), which appropriated funding from the state's economic stabilization fund to assist communities within the 30 counties identified by the Governor's disaster declaration this summer to establish and implement a system of flood warning sirens and flood gages and to purchase other related equipment.

The TWDB is administering the grant program as described in the [Board memo](#) in the attached packet and delivering the grant agreement for Burnet County associated with SB 3 and SB 5, which has been sent via DocuSign for your signature.

The TWDB is dedicated to helping you and your staff navigate this process for the best possible result, and we are eager to aid our fellow Texans in any way we can. Please reach out to Flood_Sirens_Program@twdb.texas.gov should you have any questions or need further assistance.

Sincerely,

A handwritten signature in black ink that reads "Bryan McMath".

Bryan McMath
Executive Administrator

Enclosures

Our Mission	Board Members
Leading the state's efforts in ensuring a secure water future for Texas	L'Oreal Stepney, P.E., Chairwoman W. Brady Franks, Board Member Ashley Morgan, Board Member Bryan McMath, Executive Administrator



Outdoor Warning Sirens Grant Agreement

TEXAS WATER DEVELOPMENT BOARD

AND

BURNET COUNTY, TEXAS

TWDB COMMITMENT NO. 2691103016

BURNET COUNTY, TEXAS
TWDB COMMITMENT NO. 2691103016

GRANT AGREEMENT

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TASK AND EXPENSE BUDGET TEMPLATE EXHIBIT B

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

TWDB Commitment No. 2691103016

**GRANT AGREEMENT
BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND
BURNET COUNTY, TEXAS**

RECITALS

Senate Bill 3, 89th Tex. Leg., 2nd C.S., codified as Texas Government Code § 418.027 and Texas Water Code, Chapter 16, Subchapter M, established a grant program for the installation of outdoor warning sirens in flash flood-prone areas to be administered by the Office of the Governor. Senate Bill 5, 89th Tex. Leg., 2nd C.S., appropriated \$50,000,000 to the Office of the Governor for that grant program.

On November 6, 2025, the Office of the Governor delegated that grant program and the associated appropriation to the Texas Water Development Board (TWDB).

On December 16, 2025, TWDB authorized the Executive Administrator to enter into grant agreements to distribute funds in the form of umbrella grants to counties in flash flood-prone areas, as defined in Texas Water Code § 16.501, including Burnet County, for the purpose of installing outdoor warning sirens in flash flood-prone areas. A copy of that action is attached hereto as **Exhibit A**.

The TWDB and Burnet County, Texas, sometimes hereinafter called "County," are the Parties to this Agreement.

THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Grant Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations and all terms and conditions set forth in this Agreement.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement or Grant Agreement means this agreement and the attached exhibits.

Eligible Expenses means the expenses authorized by the Legislation and the forthcoming TWDB guidance and best management practices.

Executive Administrator means the Executive Administrator of the TWDB or a designated representative.

Flash Flood-Prone area means an area of this state included in the disaster declaration issued by the governor under Texas Government Code § 418.014, in response to the July 2025 Hill Country floods, as set forth in Texas Water Code § 16.501(1).

Grant Funds means the appropriated funds that the TWDB committed in an initial amount not to exceed \$1,000,000 to finance the Project(s) for the County.

Legislation means Senate Bill 3, 89th Leg., 2nd C.S., 2025.

Outdoor warning siren means a system that produces a sound designed to alert a person who is outdoors of an imminent disaster and encourage that person to immediately shelter or move to higher ground and includes sensors, gauges, and all other components essential to the function of the system, as set forth in Texas Water Code § 16.501(2).

Parties or Party means the TWDB and the County, collectively or individually as implied by the context, and their authorized successors and assignees.

Progress Report means the TWDB approved form for periodically reporting eligible expenses.

Project means the activities to install one or more outdoor warning sirens described in the County's forthcoming Project Plan(s), as approved by TWDB.

Project Plan means a statement of work and task and expense budget for each discrete Project the County intends to conduct.

State means the State of Texas.

Surplus Funds means those funds remaining after the County has submitted a final accounting to the Executive Administrator.

TWDB means the Texas Water Development Board.

ARTICLE II. AUTHORITY AND REPRESENTATIONS

2.1. AUTHORITY. This Agreement is authorized and required by the Legislation and Exhibit A.

2.2. REPRESENTATIONS. The Parties agree that the following representations are true and correct and form the basis of this Agreement:

- A. The County is eligible for financial assistance and qualifies for the grant. The TWDB may provide financial assistance for Eligible Expenses up to an initial amount of \$1,000,000. The TWDB may reduce the amount of financial assistance available under

this Agreement if the County fails to submit approvable Project Plans for the full \$1,000,000 initial amount awarded under this Agreement by December 31, 2026.

- B. The TWDB and the County enter this Agreement to set forth the terms and conditions for the Grant Funds. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB through the December 16, 2025, Board item, attached as **Exhibit A**. The County is authorized to execute this Agreement through its authorized representative designated by resolution duly adopted by the governing body of the County and provided to TWDB.

ARTICLE III. LEGAL REQUIREMENTS

3.1. APPLICABLE LAWS. In consideration of the performance of the mutual agreements set forth in this Agreement, the County, by and through its authorized representatives, agrees to complete the Project in compliance with all federal and state laws, rules, and regulations applicable to the Project.

3.2. PROCUREMENT. The County must comply with State and local procurement and contracting laws.

3.3. IRON AND STEEL. Unless a waiver is granted, the County must abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States, as required by Texas Government Code § 2252.202.

3.4. FOREIGN TERRORIST ORGANIZATION. The County certifies that it will not enter into a contract with any contractor or subcontractor that is engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

3.5. LOBBYING PROHIBITION. The County represents and warrants that TWDB's payments to the County and the County's receipt of appropriated or other funds under this Grant Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

ARTICLE IV. SPECIAL COVENANTS AND REPRESENTATIONS

4.1. CONDITIONS FOR DISBURSEMENT OF GRANT FUNDS. The process to approve disbursement of grant funds will be as follows:

- A. The County will submit a Project Plan for each discrete Project the County intends to conduct for review and approval by the Executive Administrator;
- B. Each Project Plan will include only activities in Flash Flood-Prone areas TWDB has found to have a history of consistent or severe flooding such that the installation,

maintenance, and operation of one or more outdoor warning sirens is warranted, in accordance with Texas Water Code § 16.502(a);

- C. The Executive Administrator will review submitted Project Plans for compliance with this Grant Agreement and all applicable laws, rules, regulations and guidance, including the forthcoming TWDB guidance and best management practices for outdoor warning sirens under Texas Water Code § 16.502(h).
- D. The Executive Administrator will either provide a letter of approval or request changes to a Project Plan.
- E. When a Project Plan is approved, TWDB will provide the County an initial advance of 25% of the approved budget for the Project Plan.
- F. The County will submit Progress Reports, along with documentation for its expenditure of grant funds, to the TWDB monthly. Progress reports must use the task and expense budgets included in **Exhibit B**. The Executive Administrator may adjust the amount of submitted expenses to be reconciled against outstanding advanced balances or adjust the amount of funds to be released based on the TWDB's review of the Progress Reports and the projected needs for the Project .
- G. TWDB will provide additional advances, each equal to 25% of the budget for the approved Project Plan, after reconciliation of at least 50% of the outstanding balance for previous advances.

4.2. DELIVERY OF GRANT FUNDS. The TWDB will deposit the Grant Funds in an interest-bearing account subject to Public Funds Collateral Act, Texas Government Code, Chapter 2257.

4.3. FINAL REPORT. The County must submit a final report to the TWDB that must include, at a minimum, the following:

- A. Communities and/or entities involved in formulating the Project;
- B. Types of equipment installed or proposed equipment (if applicable);
- C. Location(s) of equipment placement or proposed equipment (if applicable); and
- D. Summary of how the project satisfies requirements laid out in the TWDB guidance and best management practices for outdoor warning sirens published by the TWDB.

4.4. FINAL ACCOUNTING. The County must provide a final accounting of funds at the completion of the Project.

4.5. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository

institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

4.6. ASSURANCES RELATED TO STATE FUNDS.

- A. The County certifies that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The County also agrees that, during the term of this Agreement, the County will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).
- B. The County certifies that it is not prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to the regulation of firearm suppressors). The County also agrees that, during the term of this Agreement, the County will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code § 2.104.
- C. The County certifies that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). The County also agrees that, during the term of this Agreement, the County will immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 364.003.

4.7. AGREEMENT FOR INSTALLATION, MAINTENANCE, AND OPERATION. If a Project Plan includes activities within a municipality, the County will make a written agreement with the municipality to jointly install, maintain, or operate one or more outdoor warning sirens OR subcontract with the municipality for installation, maintenance, and operation of the outdoor warning sirens. Additionally, the County may by written agreement jointly install, maintain, or operate an outdoor warning siren with municipalities, counties, and other governmental entities.

ARTICLE V. TERMINATION AND REMEDIES

5.1. TERMINATION. The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the County must immediately discontinue all work in connection with the performance of this Agreement and must promptly cancel all existing orders or other financial commitments chargeable to funding provided under this Agreement provided, however, that any costs for Eligible Expenses incurred before the receipt of such written notice by the County must be payable from the funding provided under this Agreement.

Within thirty (30) days of the notice of termination, the County must submit a statement showing in detail the work performed, all payments received by the County, and all payments made by or due from the County to any contractor before the date of termination.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

6.1. **INDEMNIFICATION.**

- A. The County is an independent contractor and, therefore, is solely responsible for liability resulting from acts or omissions of the County, its employees, contractors, or agents. Nothing in this Agreement will be construed as consent by the State of Texas, the TWDB, or any state agency or entity as consent to be sued in any matter arising out of this Agreement.
- B. Grant Funds must not be used by the County when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The County agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the County, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law.
- C. To the extent allowed by law, the County releases the TWDB, its officers, employees and agents, and the members of its governing body from any and all liability, cost, expense, damage, or loss of whatever nature directly or indirectly resulting from, arising out of, in connection with, or related to activities under this Agreement. Any defense must be coordinated by the County with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit, and respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. The County and TWDB agree to furnish timely written notice to each other of any such claim.

6.2. PERMITS. The County is responsible for timely filing applications for all licenses, permits, registrations, and other authorizations the County has identified as required for the County to complete the Project.

6.3. RECORDS. The County must comply with all terms and conditions relating to records for this Agreement.

- A. **Duty to Maintain Records.** The County must maintain financial accounting records relating to the Agreement in accordance with Generally Accepted Accounting Principles. The County must also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation must be accurate, current, and reflect recordation of the transactions at or about the time the transactions occurred.

- B. Duty to Retain Records. The County must retain all financial records and supporting documents and any other documents pertinent to the Agreement in accordance with the requirements of applicable State law relating to retention and access to records. The County must retain all records related to this Agreement for a period of three (3) years after Agreement completion.
- C. Public Information Act. The County understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the County is required to make any information created or exchanged with the State pursuant to this Agreement and not otherwise excepted from disclosure under the Texas Public Information Act available in a format that is accessible by the public at no additional charge to the State.
- D. Access to Records.
1. State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The County also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Grant Funds received under the contract or subcontract.
 2. TWDB. The County agrees that the standards of administration, property management, audit procedures, procurement, and financial management, and the records and facilities of the County and its contractors are subject to audit and inspection by the TWDB and by any other authorized state or federal entity. All books, documents, papers, and records of the County related to this Agreement must be made available for audit, examination, excerption, and transcription by the TWDB within a reasonable time after a request from the TWDB.

6.4 STANDARDS OF PERFORMANCE.

- A. Personnel. The County must assign only qualified personnel to perform the services required under this Agreement. The County is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. Professional Standards. The County must provide the services and deliverables in accordance with applicable professional standards. The County represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this Agreement.
- C. Independent Contractor. Both the County and TWDB, in the performance of this Agreement, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- D. Proprietary and Confidential Information. The County represents and warrants that any information that is proprietary or confidential and is received by the County from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.
- E. Agreement Administration. TWDB will designate a project manager for this Agreement. The project manager will serve as the point of contact between TWDB and the County. TWDB's project manager will supervise TWDB's review of the County's technical work, deliverables, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the Agreement, amend the Agreement in any way, or waive strict performance of the terms or conditions of the Agreement.
- F. Nepotism. The County must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of the County's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.
- G. Open Meetings. The County must comply with Texas Government Code Chapter 551,

which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

6.5. AFFIRMATIONS AND CERTIFICATIONS.

- A. Antitrust Affirmation. The County represents and warrants that, in accordance with Texas Government Code § 2155.005, neither the County nor any firm, corporation, partnership, or institution represented by the County, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this Agreement to any competitor or any other person engaged in the same line of business as the County.
- B. Child Support Obligation Affirmation. Under Texas Family Code § 231.006, the County certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan or payment, and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- C. Dealings with Public Servants. Pursuant to Texas Government Code § 2155.003, the County represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
- D. Debts and Delinquencies Affirmation. The County agrees that any payments due under the Agreement will be applied towards any debt or delinquency that is owed to the State of Texas.
- E. E-Verify Program. The County certifies that for contracts for services, the County will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Agreement to determine the eligibility of: (1) all persons employed by the County to perform duties within Texas; and (2) all persons, including Subcontractors, assigned by the County to perform work pursuant to the Agreement within the United States of America.
- F. Entities that Boycott Israel. Pursuant to Texas Government Code § 2270.002, the County certifies that either (1) it meets one of the exemption criteria under § 2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement resulting from this solicitation. The County must state any facts that make it exempt from the boycott certification.
- G. Excluded Parties. The County certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

- H. Executive Head of a State Agency Affirmation. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, the County certifies that it is not: (1) the executive head of TWDB; (2) a person who at any time during the four years before the date of this Agreement was the executive head of TWDB; or (3) a person who employs a current or former executive head of TWDB.

If § 669.003 applies, the County must provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Respondent: _____

Date of Employment with Respondent: _____

- I. Financial Participation Prohibited. Pursuant to Texas Government Code § 2155.004(a), the County certifies that neither the County nor any person or entity represented by the County has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this Agreement is based. Under Texas Government Code § 2155.004(b), the County certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- J. Foreign Terrorist Organizations. The County represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
- K. Human Trafficking Prohibition. Under Texas Government Code § 2155.0061, the County certifies that the County is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- L. No Conflict of Interest. The County represents and warrants that the provision of goods and services or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The County also represents and warrants that, during the term of this Agreement, the County will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the Agreement.
- M. Prior Disaster Relief Declaration. Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code § 418.004, occurring after September 24, 2005.

Under Texas Government Code §§ 2155.006 and 2261.053, the County certifies that the individual or business entity named in this GRANT AGREEMENT is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

- N. **Suspension and Debarment.** The County certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

6.6. UPDATING INFORMATION. The County must provide the TWDB with updated information, reports, statements, and certifications as requested by the Executive Administrator relating to the financial condition of the County or the Project and the use of Grant Funds. The County must promptly notify the TWDB of any material change in the activities, prospects, or conditions of the County relating to the Project, or its ability to perform its duties, covenants, and agreements under this Grant Agreement.

6.7. FORCE MAJEURE. Unless otherwise provided, neither the County nor the TWDB nor any agency of the State shall be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

6.8. NON-ASSIGNABILITY. The terms and conditions of the financial assistance provided by this Agreement may not be assigned or transferred, in any manner, without the express written consent of the TWDB.

6.9. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties.

6.10. NO WAIVER. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement will not be construed as a waiver or relinquishment for the future of the strict performance of any term, provision, or condition of this Agreement or any other applicable term, provision, or condition.

6.11. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

6.12. NOTICES. All notices, notifications, or requests required or permitted by this Agreement must be in writing and must be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice will be effective when received by the Party to whom notice is sent.

Texas Water Development Board
Attn: Executive Administrator
1700 N. Congress Ave., 6th Floor
Austin, Texas 78711-3231

Burnet County, Texas
Attn: County Judge Bryan Wilson
220 S Pierce St Rm 1
Burnet, TX 78611-3136

6.13. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement will expire after the County has successfully submitted its final accounting for all Grant Funds to TWDB and returned any Surplus Funds to TWDB.

TEXAS WATER DEVELOPMENT BOARD

BURNET COUNTY

Bryan McMath
Executive Administrator

Bryan Wilson
County Judge

Date

Date

EXHIBIT A

TWDB December 16, 2025 Board Item



P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

AGENDA ITEM MEMO

BOARD MEETING DATE: December 16, 2025

TO: Board Members

THROUGH: Bryan McMath, Executive Administrator
Ashley Harden, General Counsel

FROM: Sam Hermitte, Assistant Deputy Executive Administrator, Water Science and Conservation

SUBJECT: SB 3 Outdoor Warning Siren Grants

ACTION REQUESTED

Consider authorizing the Executive Administrator to negotiate and execute contracts for SB 3 Outdoor Warning Siren Grants.

BACKGROUND

During the second called session of the 89th Texas Legislature, the legislature passed Senate Bill (SB) 3 relating to outdoor warning sirens in flash flood-prone areas in response to the devastating July 2025 flooding in Texas. The bill requires the Office of the Governor (OOG) to establish and administer a grant program to assist municipalities, counties, and other governmental entities with the costs of installing outdoor warning sirens. In November 2025, the OOG delegated this responsibility to the Texas Water Development Board (TWDB).

Additionally, SB 5, passed by the 89th Texas Legislature in the second called session, appropriated \$50 million from the economic stabilization fund to the OOG for the two-year period beginning September 18, 2025 (the effective date of the bill). Funding is for grants to assist counties, municipalities, or other local governments operating within certain counties (as provided by the governor's declaration of disaster on July 4, 2025) to install outdoor warning siren systems, including flood gages and all other components essential to the function of the system. In the November 2025 delegation of the grant program to TWDB, the OOG also agreed to transfer this money to the TWDB for that grant program. A portion of the \$50 million will be used to support TWDB's administration of the program.

Our Mission	Board Members
Leading the state's efforts in ensuring a secure water future for Texas	L'Oreal Stepney, P.E., Chairwoman W. Brady Franks, Board Member Ashley Morgan, Board Member Bryan McMath, Executive Administrator

Board Members
December 16, 2025
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KEY ISSUES

The Executive Administrator recommends apportioning this funding to each county included in the Governor's July 2025 Disaster Declaration to implement the requirements of SB 3 in a timely manner. The Executive Administrator would enter into a grant agreement with each county for a maximum of \$1 million with an allowance to increase that amount by \$250,000; any additional increases would require approval by the Board. After executing the grant agreement, each county would submit a project plan, including scope of work and budget, for each discrete project the county intends to conduct for review and approval by the TWDB Executive Administrator. The county could work with municipalities and other governmental entities to install the required outdoor warning sirens, in accordance with Texas Water Code § 16.502. The county and any other appropriate local government would work to determine the necessary projects and project sponsors.

Through the grant agreements, the TWDB would allow for advances of funds.

At the outset of this grant program, each county would agree that all projects will be located in areas that are flash flood-prone with a history of consistent or severe flooding, in accordance with Texas Water Code § 16.502. The TWDB will continue working with our assigned contractor in identifying flash flood-prone areas throughout the disaster declaration areas that have a history of consistent or severe flooding. This continued work will be used to identify flash flood-prone areas.

Key considerations for the applicable counties:

- Each county will be required to submit a resolution from the Commissioner's Court authorizing acceptance of the money and approval to enter into a grant agreement.
- If a county must work with another local governmental entity for the installation of the outdoor warning siren, this must be done through a written agreement (Texas Water Code § 16.502).
- The grant agreement will allow for a certain level of advance payments and then the county will be required to submit documentation to establish eligible costs. This will be done through periodic reporting.

RECOMMENDATION

The Executive Administrator recommends authorizing the Executive Administrator to negotiate and execute grant agreements with the following counties to implement the SB 3 Outdoor Warning Siren Grant Program: Bandera, Bexar, Burnet, Caldwell, Coke, Comal, Concho, Edwards, Gillespie, Guadalupe, Hamilton, Kendall, Kerr, Kimble, Kinney, Lampasas, Llano, Mason, Maverick, McCulloch, Menard, Real, Reeves, San Saba, Schleicher, Sutton, Tom Green, Travis, Uvalde, and Williamson counties.

EXHIBIT B

Task and Expense Budget Format

*To be included with each project plan***TASK BUDGET**

TASK NO.	TASK DESCRIPTION	BUDGET (\$)
1	Project Management	0.00
2	Initial Project Activities (incl. Planning)	0.00
3	Site Survey & Identification of Utility Conflicts	0.00
4	Hardware and Construction Materials	0.00
5	Installation/Construction	0.00
6	Software and Communications Configuration	0.00
7	Testing and Monitoring	0.00
8	System Inspection	0.00
9	Education and Training	0.00
10	Final Report to TWDB	0.00
	TOTAL	\$0,000.00

EXPENSE BUDGET

EXPENSE BUDGET CATEGORY	BUDGET (\$)
Reimbursable Expenses	0.00
TOTAL	\$0,000.00