



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
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.

SPECIAL SESSION MEETING DATE: Friday, JANUARY 3, 2025

MEETING TIME: 9:00 a.m.

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

1. Call to Order
2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Discussion and/or action regarding the receipt and acceptance of the resignation letter of Burnet County Judge James Oakley (Arredondo)
5. Executive Session. Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. 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), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).
 - a. Discuss the legal ramifications of County Judge Resignation and legal advice on how to move forward in the absence of a County Judge and with replacing a County Judge
6. Reconvene in Open Session
7. Discussion and/or action regarding items discussed in Executive Session
8. Discussion and/or action regarding the designation of a member of the Burnet County Commissioners Court as the leader to conduct public meetings. Further, said designated commissioner to be granted the authority to sign documents on behalf of the Court on matters voted upon in public. Said authority shall also extend to any issues previously voted upon by the Court. Said designation and authority remain in place until the Commissioners Court appoints a new County Judge (Arredondo)
9. Discussion and/or action regarding the identification of members of the Burnet County Commissioners Court to handle day-to-day business matters on behalf of the Court. Said designation shall include providing day-to-day management of all Burnet County Departments that report to the Burnet County

Commissioners Court (Arredondo)

10. Discussion and/or action regarding the process to be used by the Burnet County Commissioners Court to appoint a new County Judge to fill the term vacated by Former Judge James Oakley's resignation (Arredondo)
11. Discussion and/or action regarding updates on the Appointment Process for Justice of the Peace Precinct 4. Remove Commissioner Dockery from the Committee and appoint Community Member and Attorney Glenna Hodge as Committee Chair. Committee members are Glenna Hodge, Bill Earnest, Justice of the Peace Roxanne Nelson, Lisa Whitehead, Jane Marie Hurst and Debbie Bindseil, and Constable Missy Bindseil (Dockery)
12. Discussion and/or action regarding the approval to sign the Certificate for Capital Area Housing Finance Corporation Single Family Mortgage Origination Program (Arredondo)
13. Discussion and/or action regarding setting April 26, 2025 as the spring BOPATE collection event (Dockery)
14. Discussion and/or action to allow Pct. 2 Road and Bridge crew to replace and relocate a culvert at a property owned by Marie Esparza dba D'Lara Home Construction. The property is located near the 800 Block of CR 200. The culvert was damaged during a time period that Pct. 2 stored materials on the property. Replacement due to damage. Relocation to fix a drainage issue and reduce driveways (Beierle)
15. Discussion and/or action regarding a donation from Ms. Lavonna Fry to Burnet County for the Hermann Brown Free Library for non-operational purposes (Arredondo/F.Reeves)
16. Discussion and/or action regarding the approval of Bonds for County Officials (Arredondo/Stafford)
17. Discussion and/or action regarding the reappointment of Joanne Hanifan and Bob Childress to ESD #3, effective January 3, 2025 (Luther)
18. Discussion and/or action for the authorization of payment of claims previously approved by the County Auditor (Arredondo/Smith)
19. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. Approval of an agreement with BOPATE vendor Triumvirate Environmental Services, Inc. for the April 26, 2025 clean-up event
20. Calendar Review.
21. Adjournment

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

Posted by 5:00 o'clock P.M. on the 30th day of December, 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Special Session

4.

Meeting Date: 01/03/2025

Subject

Discussion and/or action regarding the receipt and acceptance of the resignation letter of Burnet County Judge James Oakley (Arredondo)

Attachments

Resignation letter from Judge Oakley



Gmail

Stephanie McCormick <smccormick@burnetcountytexas.org>

Resignation Email for Agenda Attachment

1 message

Colleen Davis <cdavis@burnetcountytexas.org>

Sun, Dec 29, 2024 at 11:27 AM

To: Stephanie McCormick <smccormick@burnetcountytexas.org>

From: James Oakley <judgejamesoakley@gmail.com>**Sent:** Wednesday, December 18, 2024 3:25 PM**To:** Eddie Arredondo <earredondo@burnetcountytexas.org>**Cc:** Jim Luther <jluther@burnetcountytexas.org>; Damon Beierle <dbeierle@burnetcountytexas.org>; Billy Wall <commissionerpct3@burnetcountytexas.org>; Joe Don Dockery <jdockery@burnetcountytexas.org>; Shirley Bullard <sbullard@burnetcountytexas.org>**Subject:** Oakley - resignation

I have been humbled and honored to have been elected by the public to serve the public as Burnet County Judge for the last 10 years. Prior to that, I was equally honored to serve for 8 years as a Burnet County Commissioner starting in 1999. I'm most proud of the excellent financial condition of Burnet County as well as the land and facilities now in place. That includes the renovation of the 1884 Historic Jailhouse Museum & Visitors Center, Oakalla Schoolhouse, acquisition of the old Burnet Elementary School, the donation of 800 acres for public use, and other land & buildings to accommodate our growing citizen's needs.

In recent years, the extreme lack of civility in public discourse has caused me to reevaluate how I want to spend my day to day life. My priorities are to protect my health / safety and that of my wife & family. As I am eligible for retirement, I have made the decision to resign my position effective January 2nd, 2025 such that I can achieve other personal goals and projects.

James Oakley

Burnet County Judge

512-744-5205 cell / text

judgejamesoakley@gmail.com

Sent from iPhone

Burnet County Commissioners Court

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Special Session

8.

Meeting Date: 01/03/2025

Subject

Discussion and/or action regarding the designation of a member of the Burnet County Commissioners Court as the leader to conduct public meetings. Further, said designated commissioner to be granted the authority to sign documents on behalf of the Court on matters voted upon in public. Said authority shall also extend to any issues previously voted upon by the Court. Said designation and authority remain in place until the Commissioners Court appoints a new County Judge (Arredondo)

Attachments

Order for Authorization

BURNET COUNTY COMMISSIONERS COURT ORDER AUTHORIZING BURNET
COUNTY COMMISSIONER _____ TO PERFORM ACTIONS ON
BEHALF OF THE BURNET COUNTY COMMISSIONERS COURT DUE TO THE
VACANCY OF THE COUNTY JUDGE DUE TO THE RESIGNATION OF JAMES OAKLEY

On December 18, 2024 Burnet County Judge James Oakley submitted a letter of resignation effective January 2, 2025. The Burnet County Commissioners Court is comprised of five members. Its functions are not limited by the vacancy of one member. The presence of three members continues to constitute a quorum. A majority vote of the members of the Court continues to comprise the approval of an action item voted upon by the Court on any agenda matter that has been publicly posted. The business of the citizens of Burnet County continues unimpeded by the vacancy of one member of the Court. The County Judge leads public meetings of the Court, oversees day-to-day operations of the Court, and signs documents on behalf of the county regarding matters voted upon in public. The daily operations of the Court includes, but is not limited to, the supervision of various county departments that report to the Burnet County Commissioners Court. Until a County Judge is appointed by the Burnet County Commissioners Court, or is resolved or upon further action taken by the Burnet County Commissioners Court, it is hereby ORDERED that Commissioner _____ shall lead all public meetings of the Burnet County Commissioners Court. Commissioner _____ is given authority to sign documents on behalf of the county on matters voted upon in public previously and/or into the future. Commissioner _____ is given authority to oversee the day-to-day management of the Court. This action by the Burnet County Commissioners Court does not designate an interim County Judge. All remaining members of the Court continue their duties as an elected Burnet County Commissioner.

SIGNED ON THIS THE 3RD DAY OF JANUARY, 2025.

Commissioner Jim Luther

Commissioner Damon Bierle

Commissioner Chad Collier

Commissioner Joe Don Dockery

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
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Joe Don Dockery
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Special Session

19.

Meeting Date: 01/03/2025

Subject

Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:

- a. Approval of an agreement with BOPATE vendor Triumvirate Environmental Services, Inc. for the April 26, 2025 clean-up event
-

Attachments

BOPATE Event agreement



MASTER AGREEMENT FOR ENVIRONMENTAL SERVICES

Burnet County, Texas with its principal place of business at 220 S. Pierce Street Burnet, TX 78611 (hereinafter "Customer") hereby agrees to this contract with Triumvirate Environmental Services, Inc. with its principal place of business at 3701 SW 47th Avenue, Suite 109, Davie, FL 33314, a Florida Corporation, (hereinafter "TESI") for Environmental Services ("Agreement") dated as of December 10, 2024. Customer and TESI are hereafter collectively referred to as the "Parties."

Section 1. Scope of Services. TESI will conduct certain environmental Services (the "Services"), including any active Services, for Customer in accordance with written Proposals, Quotations, and Additional Work Authorizations signed by Customer. This Agreement shall govern services performed by TESI at all of Customer's sites and facilities. All Proposals, Quotations, and Additional Work Authorizations signed by Customer shall be addenda to this Agreement and shall be subject to all of the Terms and Conditions hereof.

Section 2. Compensation. TESI shall submit, at a minimum, monthly invoices to Customer for the work performed. Each invoice shall contain a detailed description of work performed during the period covered by the invoice. Each invoice shall be due and payable in full without retention within thirty (30) days of invoice date unless Customer notifies TESI of its objections within ten (10) days of receipt of the invoice, gives reasons for objecting, and pays that portion of the invoice that is not in dispute within thirty (30) days of invoice date. All charges are portal to portal. Terms are NET thirty (30) days from the date of the invoice. Interest will be charged on unpaid amounts in accordance with the Texas Government Code Chapter 2251 § 2251.025. If Customer fails to perform its payment obligations in accordance with this Agreement, TESI shall have the right to recover any and all reasonable attorney's fees for the collection of past-due invoices or for enforcement of any of the provisions of this agreement. TESI reserves the right to terminate this Agreement upon seven (7) days' written notice to Customer and seek remedies available to TESI under applicable law or equity. TESI reserves the right to adjust charges such as fuel, transportation, disposal, labor, etc. based on market conditions. Any cancellations by Customer within twenty-four (24) hours of the scheduled service will entitle TESI to charge a reasonable cancellation fee.

Section 3. Warranty. Subject to the paragraph below entitled "Standard of Care", TESI warrants that its work shall be free from material defects for a period of ninety (90) days. In the event that any deficiencies in TESI workmanship are discovered within ninety (90) days after project completion, TESI shall repeat defective work. TESI reserves the right to dispute such claim and to negotiate the cost of said repairs. TESI also reserves the right to make adjustments to the warranty on a case-by-case basis. TESI will present the adjustments to the warranty, if so made, in the Proposal or Additional Work Authorization.

Section 4. Site Access and Existing Conditions. Customer shall provide TESI, its agents and subcontractors, with access to the site(s). Customer shall provide to TESI any and all records, surveys, and other documents and information as necessary for TESI to perform the Services hereunder, and TESI shall be entitled to rely on any such information without independent verification of the accuracy thereof, unless otherwise instructed or informed by Customer. Customer certifies that information does accurately reflect current site conditions. Any reports produced by TESI may be based on available information provided by government agencies, municipal offices, or by independent environmental research firms, and TESI will not independently verify the information provided by these parties. Customer acknowledges that unforeseen conditions may require TESI, its agents, or subcontractors to perform additional Services. Those Services may require additional compensation. TESI will prepare an Additional Work Authorization to reflect the impact to the cost for Customer approval. Customer understands and acknowledges that TESI and its subcontractors have played no part in the generation, creation, release or threatened release of a substance, waste, compound or material, hazardous or non-hazardous which may exist at the site.

Section 5. Subcontractors. TESI may subcontract the performance of all or any portion of the Services which are to be rendered by TESI hereunder to any person or entity which, in TESI's opinion, is reasonably qualified to perform the particular portion of Services which TESI will assign it. Any such subcontract shall not operate to relieve TESI of its responsibilities hereunder; provided, however, that TESI shall not be liable for the negligent or willful acts or omissions of any entity or person performing a part of the Services pursuant to a subcontract.

Section 6. Standard of Care. Customer recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by TESI and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. TESI agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing its Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by TESI in providing the Services hereunder, including the furnishing of oral or written reports of the findings made. Reliance upon, reproduction of, or other use of reports, in whole or in part, by any third party is expressly forbidden and entirely at the risk of the third party unless authorized in writing by TESI.

Section 7. Indemnification. TESI shall defend, protect, indemnify and hold harmless Customer, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of TESI or the willful misconduct of TESI; provided, however, TESI's liability shall be limited in any event to a maximum amount of the contract value or one-hundred thousand dollars (\$100,000), whichever amount is smaller, and TESI shall in no event be liable for special, consequential or punitive damages.

To the fullest extent allowable by law, Customer agrees that it shall defend, indemnify, save and hold TESI, its agents, directors, officers, employees, successors, and assigns (the "TESI Parties") harmless from any and all demands, liabilities, losses, costs and claims, including attorneys' fees, asserted against any of the TESI Parties, that may arise or result from any Services provided or performed or agreed to be performed by TESI, other than those matters which are the direct and sole result of the grossly negligent acts or omissions or willful misconduct of the TESI Parties.

Section 8. Acceptance of Risk. In compliance with the Hazard Communication Standard ("Right to Know," 29 CFR 1910.1200), Customer shall provide TESI with a list of hazardous chemicals in the work place which employees may be exposed to while performing this Agreement. In addition, Customer shall identify protective measures to be followed in case exposure occurs.

Section 9. Force Majeure. Customer shall not hold TESI responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of TESI. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions; floods; epidemics; war; riot; strikes, lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of permits; failure to obtain permits; unavailability of labor, materials or Services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to TESI.

Section 10. Entire Agreement. This Agreement, the Proposals, Quotations, and the Additional Work Authorizations issued by TESI and signed by Customer hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

Section 11. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 12. Term and Modification. This Agreement is for a period of one (1) year and will automatically and continuously renew for periods of one (1) year unless Customer notifies TESI in writing thirty (30) days prior to the end of the Agreement term. If, in the opinion of the Customer, TESI is performing any portion of the work in an unsatisfactory manner, the Customer must notify TESI in writing of the nature of the problem and a reasonable remedy for the same. Upon notice by Customer, TESI has thirty (30) days from receipt date of such notice to provide a reasonable remedy to the problem. If TESI fails to provide a reasonable remedy to the problem within the thirty (30) day remedy period, Customer can cancel the contract by sending a termination notice to TESI within ten (10) days following the completed remedy period; provided, however, that in the event TESI commences such remedy within such thirty (30) working day period and diligently prosecutes such remedy to completion, such thirty (30) day period shall be extended for such time as is reasonably necessary to accomplish such remedy. No supplement, Customer purchase order, modification or amendment to this Agreement, other than Proposals, Quotations, and Additional Work Authorizations issued by TESI and signed by Customer, shall be binding unless executed in writing by both Parties.

Section 13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, as the case may be. Neither Customer nor TESI shall be entitled to assign any of its rights or obligations hereunder without the prior written consent of the non-assigning party.

Section 14. Waste Conformance. Customer hereby certifies that the waste shall be in conformance with analytical data or other specifications provided to TESI prior to job execution. To the extent that the waste does not conform, Customer shall indemnify and hold TESI harmless from all liability and damages arising therefrom. Furthermore, TESI shall be released from all of its obligations under this Agreement. TESI reserves the right to charge for waste that is out of conformance. Containers shall be DOT acceptable and TESI reserves the right to charge for the transfer and/or repackaging of wastes into suitable DOT containers. All TESI transactions shall be conducted within existing EPA, DOT, DEP and ICC mandates and regulations.

Section 15. Noncircumvention/Nonsolicitation. During the duration of the Services provided by TESI to Customer and for a period of one (1) year thereafter, Customer agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of TESI without the prior written consent of TESI. Violation of this provision shall, in addition to other relief, entitle TESI to assert damages against Customer, to which Customer hereby agrees, equal to one-hundred-fifty (150) percent of the solicited person's annual compensation.

Section 16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

The **Authorized Representative** of the Customer signing below hereby certifies that they have read and are in agreement with all elements of this Agreement. IN WITNESS OF THE FOREGOING PROVISIONS, the Parties hereto have duly executed this Agreement below.

Burnet County, Texas

Triumvirate Environmental Services, Inc.

Company

Name: _____

By: _____
Authorized Representative (Signature)

Name: _____

Title: _____

Date: _____

E-Mail: _____

By: _____
Authorized Representative (Signature)

Name: _____

Title: _____

Date: _____