



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, MARCH 10, 2026

MEETING TIME: 9:00 a.m.

MEETING PLACE: Burnet County Courthouse, 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. Public comment for items listed on this agenda will be heard when the agenda item is called.
4. **Executive Session.** An executive/ closed session meeting will be held pursuant to section 551.071(2) of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorney regarding: (a) the proposed 765 kV electric transmission line to be located in Burnet County; (b) the proposed enactment of a regional planning commission pursuant to Chapter 391 of the Texas Local Government Code and other authority; and (c) any other matter described in this agenda. (Wilson)
5. Reconvene in Open Session.
6. Discuss, consider, and take appropriate action (as necessary or desired) regarding any item discussed in Executive Session. (Wilson)
7. Discuss, consider, and take appropriate action regarding a burn ban for the unincorporated areas of Burnet County. (Wilson)
8. Discuss, consider, and take appropriate action to allow the use of county equipment and labor to assist the Burnet County Rodeo Association (a non-profit organization, pursuant to section 501(c)(3) of the Internal Revenue Code and other authority) regarding arena preparation for its upcoming demolition derby. Such action may be authorized if deemed to serve a recognized public purpose, including economic development pursuant to chapter 381 of the Texas Local Government Code and other authority. (Beierle)

9. Discuss, consider, and take appropriate action regarding Burnet County RFQ 26-4090-01 for Architect Services for the Burnet County Facilities Master Plan, in an amount not to exceed \$75,000. The Commissioners Court shall interview: (a) interview RFQ Respondent Parkhill, RFQ Respondent Lopez, and RFQ Respondent BSW; and thereafter (b) select (by ranking) the best qualified vendor for this matter on the basis of demonstrated competence and qualifications to perform the services; (c) authorize the County Judge to initiate and complete negotiations with the highest rank vendor to determine a fair and reasonable price; and (d) direct that the County Judge thereafter deliver and present the results of that negotiation to the Commissioners Court for full consideration and a recorded vote-action by the Court on the proposed engagement agreement with said vendor as required by law. (Wilson)
10. Discuss, Consider and take appropriate action concerning a request for a replat of lot 10 and a portion of lot 9, Kings Cove Estates, Block 1, in Burnet County, Texas to be known as lot 10A, Kings Cove Estates, Block 1, to clarify an old metes and bounds sale of a portion of lot 9. (Luther)

Attachments

25930 PRELIMINARY REPLAT 1-13-26

11. Discuss, consider and take appropriate action concerning a request for a replat of lots 167, 168, 169 and 2E-1R, Council Creek South, Unit No.1, in Burnet County, Texas to be known as lot 167A, Council Creek South, Unit No. 1, a combination of 4 lots into 1. (Luther)

Attachments

Paul-Copper REPLAT 2025

12. Discuss, consider and take appropriate action concerning the final plat of Headwaters at the San Gabriel, Phase 2, a public subdivision consisting of 26 lots on 28.56 acres located in the 700 block of CR 333, in Burnet County, Texas. (Collier)

Attachments

Headwaters at San Gabriel Phase 2 1-12-26

13. Discuss, consider and take appropriate action concerning a request for a replat of Lot 1, Clearwater Landing at LBJ, Plat No. 1.1 and Lots 73 and 74, Clearwater Landing at LBJ, Plat No. 1.9, to be known as Lots 1-A, 73-A and 74-A, Clearwater Landing at LBJ, Plat No. 1.10, in Burnet County, Texas ,to revise lot lines to cure existing encroachments. (Luther)

Attachments

CLEARWATER LANDING PLAT 1.10 2OF2

14. Discuss, consider, and take appropriate action concerning a request for a replat of lots 13, 14 and a 0.05 acre portion of Common Area 2, Colina Cove Subdivision, The Legends, Plat No. 7.3, in Burnet County, Texas to be known as lot 13A, Colina Cove Subdivision, The Legends, Plat No. 7.3, a combination 2 and a portion of another lot into 1 lot. (Luther)

Attachments

26032 Preliminary Replat 2-11-26

15. Discuss, consider, and take appropriate action regarding reclassifying three (3) investigator positions with the District Attorney's Office from non-exempt employees to exempt employees. (Wilson/ Thomas)

Attachments

DA Request Reclassify Investigator Employees

16. Discuss, consider, and take appropriate action concerning the approval of initiating a competitive bid procedure for the purchase of new copy machine(s) for Burnet County, pursuant to Chapter 262 of the Texas Local Government Code and other authority. (Wilson/ Glaeser)
17. Discuss, consider, and take appropriate action regarding approval of a public official bond for Bryan Wilson, Burnet County Judge. (Wilson)
18. Discuss, consider, and take appropriate action for granting approval for the Burnet County Judge authority and approval to act on behalf of Burnet County to acknowledge the receipt of the State of Texas Landowner's Bill of Rights as a part of the notice provided by Pinnacle Consulting Management Group, Inc. to Burnet County indicating the need acquire a .003 acre (131 sq. ft.) tract, part of piece of county owned property (located in Burnet County, Texas) for the Wirtz Dam Road Project. (Dockery)

Attachments

Pinnacle Consulting re PEC Wirtz Road Expansion

19. Discuss, consider, and take appropriate action on the acceptance of a proposal for the Joppa Bridge clean-up project (located in Burnet County, Texas) from Flood Recovery Fund 490-6120-3300, in an amount not to exceed \$15,100. Regarding this matter, Burnet County has received proposals from the following proposed vendors: Maynard Construction Services; Remediators; and Absolute Demolition. (Beierle)

Attachments

Joppa Maynard B

Joppa Remediators C

Joppa Absolute Demolition D

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

Attachments

Invoices without PO's 3.10.26

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

Attachments

RB3 OT

22. Discuss, consider, and take appropriate action for the authorization of payment of claims previously approved by the Burnet County Auditor.
 - a. Expense Reports(Wilson)

Attachments

Expense Approval Register

23. Discuss, consider, and take appropriate action regarding FY26 Burnet County Budget Amendments. (Wilson)

Attachments

Budget Amendment

24. Discuss, consider, and take appropriate action regarding Departmental asset transfers:
(a) Precinct 3 Inspection Sheets; and
(b) Jail to Road & Bridge Precinct 3 Property Transfer Sheet.
(Collier)

Attachments

Inspection Sheets

PROPERTY TRANSFER FORM

25. Discuss, consider, and take appropriate action to approve, sign, and execute all necessary documents and actions regarding the following contracts, agreements or grants to be approved and/or ratified:
(a) agreement with Reliable Tire Disposal for the April 18, 2026 BOPATE collection event;
(b) Change Order #1 for the contract with Shellback Construction for the Burnet County Jail Attorney Rooms Renovation;
(c) renewal of Virtru email encryption;
(d) ratification of WOW Total Restoration for removal of mold at Herman Brown Library;
(e) agreement with Darktrace;
(f) pilot program with Vested Networks.
(Wilson)

Attachments

Reliable Tire Contract 3.10.26

Shellback Contract B

Shellback Contract C

Virtru B

WOW Restoration B

Darktrace B

Vested Networks B

26. Discuss, consider, and take appropriate action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
(a) Authorization to go out to bid for Bid No. 26-6140-01 - CR 407 Paving Project (Dockery);
(b) Approval of supplemental agreement #1 with Brauntex Materials for Bid No. 25-6100-04 Cold Mix;
(c) Approval of supplemental agreement #1 with Brauntex Materials for Bid No. 25-6100-05 Black Base;
(d) Authorization to sign the negotiated contract with American Structurepoint for RFQ 26-4090-02 CIPP Engineering Services.
(Wilson)

Attachments

25-6100-04 Re-bid Tabulation

25-6100-04 Signed Contract Renewal Letter

Supplemental Agreement - BID 26-6100-04 COLD MIX

25-6100-05 Re-bid tabulation

25-6100-05 Signed Contract Renewal Letter

Supplemental Agreement - BID 25-6100-05 BLACK BASE

American_Structurepoint_CIPP-Bond Assist_PSA

.American_Structurepoint_CIPP_Exh_C_Work_Authorization

27. Acknowledgment of Receipt:
(a) PEC Utility Connections - 02.23.26;
(b) PEC Utility Connections - 03.02.26;
(c) TCEQ Notice of Application and Preliminary Decision for TPDES Permit for Industrial Wastewater Renewal; and
(d) Mobile Authority Quarterly Update.
(Wilson)

Attachments

2026.02.23_PEC Utility Connections

2026.03.02_PEC Utility Connections

TCEQ Notice of App and Prelim Decision for TPDES Permit for Industrial Wastewater
Quarterly Report to the Governor-Q4.2025

28. Discuss, consider, and take appropriate action regarding the commissioners court modifying regularly scheduled meetings. (Wilson)
29. Calendar Review.
30. Adjournment

(a) The Commissioner's Court reserves the right to adjourn into an Executive Session (also called a closed session meeting) at any time during the course of this meeting in order to lawfully discuss any item or matter appearing above on this agenda instrument, pursuant to any of the specific, closed session meeting exception provisions contained or described in chapter 551 of the Texas Government Code (the Texas Open Meeting Act, or "Act") -- including, but not limited to the following described statutory sections of the Act: 551.071 (consultation with attorney); 551.072 (deliberation about real property); 551.0725 (deliberation about contract being negotiated); 551.073 (deliberation about prospective gifts); 551.074 (deliberation about personnel matters); 551.0745 (deliberation about county advisory body); 551.076 (deliberation about security devices or analysis); 551.0761 (deliberation about critical infrastructure facility); 551.078 and 551.0785 (deliberation about an individual's medical or psychiatric records); 551.087 (deliberation about economic development negotiations); and 551.089 (deliberation about security devices or security audits).

(b) Compliance with the Americans with Disabilities Act: Burnet County will provide for reasonable accommodations for persons attending meetings of the 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 4th day of March, 2026
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

10.

Meeting Date: 03/10/2026

Subject

Discuss, Consider and take appropriate action concerning a request for a replat of lot 10 and a portion of lot 9, Kings Cove Estates, Block 1, in Burnet County, Texas to be known as lot 10A, Kings Cove Estates, Block 1, to clarify an old metes and bounds sale of a portion of lot 9. (Luther)

Attachments

25930 PRELIMINARY REPLAT 1-13-26

STATE OF TEXAS: _____;
COUNTY OF _____;

KNOW ALL MEN BY THESE PRESENTS: THAT KENNETH A. FUSELIER, BEING THE OWNER OF LOT 10, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 40 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, LOT 9, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 110 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND BEING DESCRIBED IN VOLUME 933, PAGE 759 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DO HEREBY REPLAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 10A, BLOCK 1, KINGS COVE ESTATES" AS THE OFFICIAL PLAT OF SAME AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC FOREVER.

IN WITNESS WHEREOF, HAS THE PRESENTS TO BE SIGNED ON THIS _____ DAY OF _____, 2026.

KENNETH A. FUSELIER – OWNER

STATE OF TEXAS: _____;
COUNTY OF _____;

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KENNETH A. FUSELIER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS: _____;
COUNTY OF BURNET:

THE ATTACHED PLAT OF LOT 10, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 40 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, LOT 9, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 110 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND BEING DESCRIBED IN VOLUME 933, PAGE 759 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOT 10A, BLOCK 1, KINGS COVE ESTATES" WAS FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS AND WAS APPROVED FOR FILING THEREOF IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS.

TO CERTIFY WHICH, THE UNDERSIGNED AS COUNTY JUDGE OF BURNET COUNTY, TEXAS,

THIS _____ DAY OF _____, 2026.

ATTEST:

JIM LUTHER, COMMISSIONER PRECINCT 1

BRYAN WILSON, COUNTY JUDGE, BURNET COUNTY, TEXAS

STATE OF TEXAS: _____;
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOT 10A, BLOCK 1, KINGS COVE ESTATES" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF JANUARY, 2026.

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

PRELIMINARY – ADMINISTRATIVE REVIEW

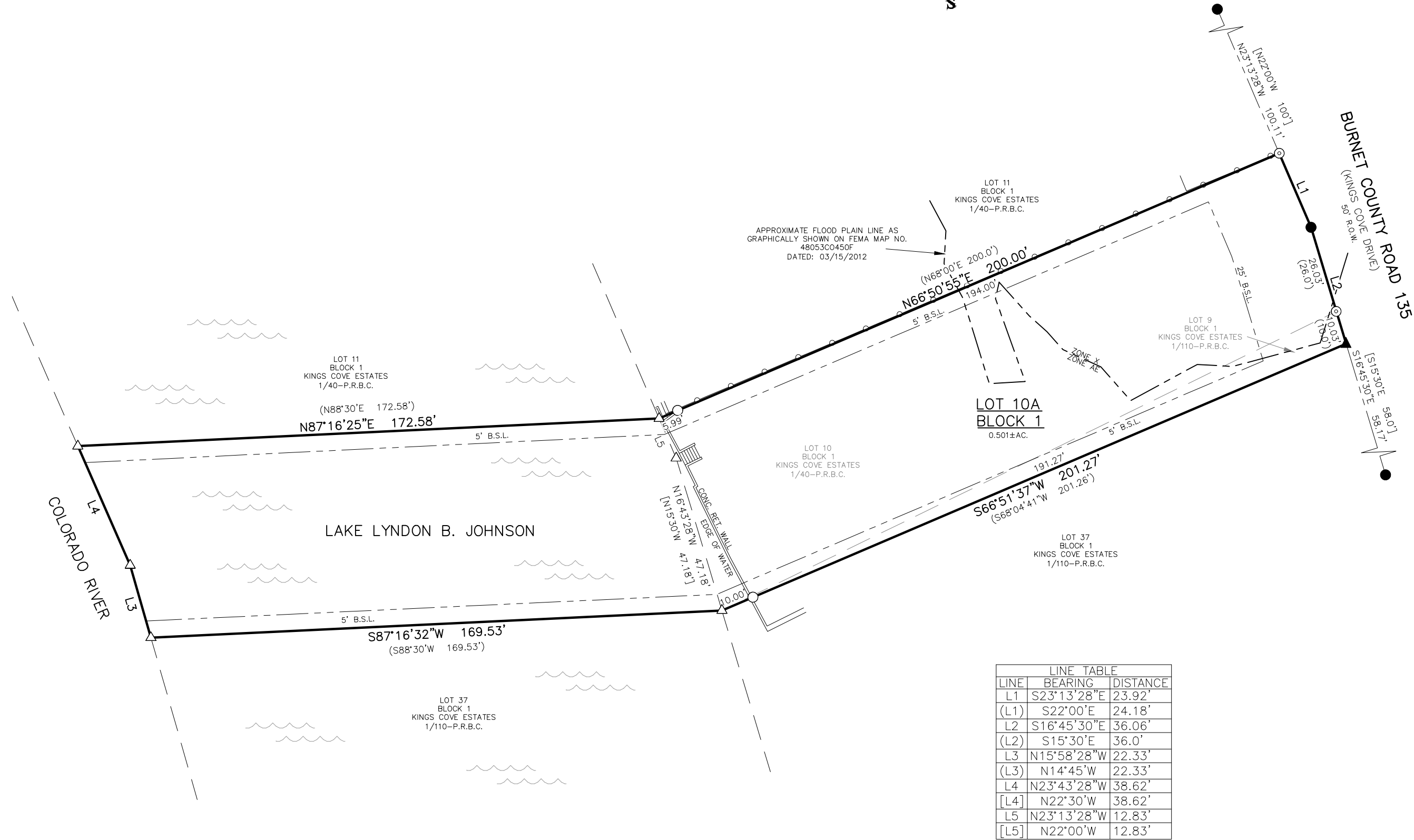
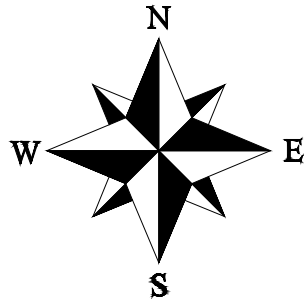
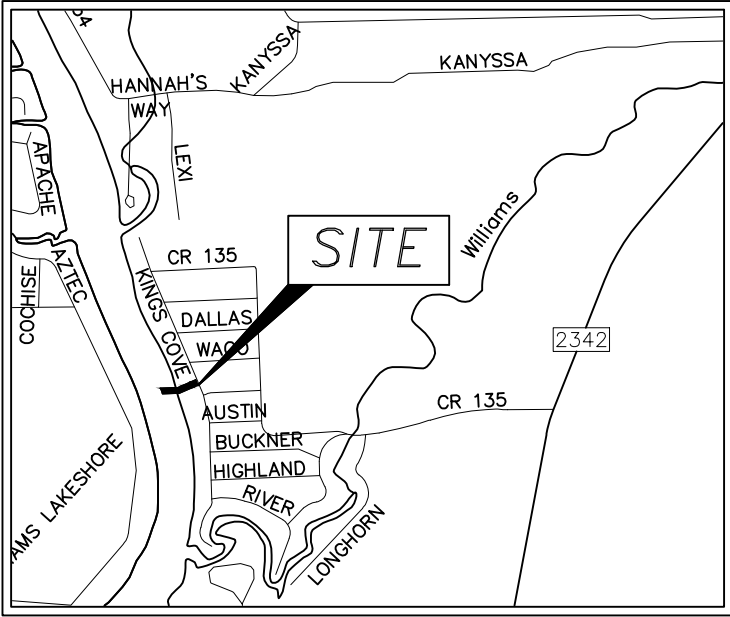
PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e). THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

NOTES:

1. WATER WILL BE PROVIDED BY WELL.
2. WASTE WATER WILL BE SUPPORTED BY O.S.S.F.
3. GARBAGE PICKUP IS AVAILABLE BY COMMERCIAL FIRM.
4. THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY CURRENT SUBDIVISION REGULATIONS.
5. THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOT 10, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 40 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND LOT 9, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 110 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS.
6. PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE AE (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0450F, EFFECTIVE 03/15/2012.
7. SUBJECT TO ALL CURRENT LAND USE ORDINANCES AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.
8. BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM – NAD 83, CENTRAL ZONE.
9. THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.00014307 FEET.
10. ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.
11. BUILDING SETBACKS ARE BASED ON PLAT RECORDED IN VOLUME 1, PAGE 40 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS.



LEGEND	
●	1/2" IRON PIN FOUND (UNLESS NOTED)
⊙	3/4" IRON PIPE FOUND
▲	60D NAIL FOUND
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
△	CALC POINT
1/4"	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
()	933/759 O.P.R.B.C.
{ }	1/40 P.R.B.C.
B.S.L.	BLDG. SETBACK LINE
—○—	CHAIN LINK FENCE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S23°13'28"E	23.92'
(L1)	S22°00'E	24.18'
L2	S16°45'30"E	36.06'
(L2)	S15°30'E	36.0'
L3	N15°58'28"W	22.33'
(L3)	N14°45'W	22.33'
L4	N23°43'28"W	38.62'
[L4]	N22°30'W	38.62'
L5	N23°13'28"W	12.83'
[L5]	N22°00'W	12.83'

BEING A REPLAT OF LOT 10, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 40 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND LOT 9, BLOCK 1, KINGS COVE ESTATES, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 110 OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS TO BE KNOWN AS

LOT 10A, BLOCK 1, KINGS COVE ESTATES

PROJ. NO. 25930
PREPARED FOR: KENNETH A. FUSELIER
TECH: JTM
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 12/17/2025
FILE PATH: PROJECTS 2025\25930\DWG\25930 - REPLAT 12-09-2025.dwg
COPYRIGHT:2026 PROFESSIONAL FIRM NO: 10126900

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

SCALE 1" = 30'



	2	
	1	
DATE	NO.	DESCRIPTION
REVISIONS		

1 OF 1
SHEET

COUNTY SEAL AND FILING INFORMATION

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: 03/10/2026

Subject

Discuss, consider and take appropriate action concerning a request for a replat of lots 167, 168, 169 and 2E-1R, Council Creek South, Unit No.1, in Burnet County, Texas to be known as lot 167A, Council Creek South, Unit No. 1, a combination of 4 lots into 1. (Luther)

Attachments

Paul-Copper REPLAT 2025

STATE OF TEXAS §
COUNTY OF BURNET §

WHEREAS, JOEL B. COHEN and LAUREN KLEMANN-COHEN, being the owners of those certain Lot Nos. 167, 168, AND 169 of Council Creek South, Unit No. 1 a subdivision in Burnet County, Texas, as recorded in Plat Cabinet 1, Slide 48-B of the Burnet County Plat Records, and Lot 2E-1R of A Minor Replat of Lot 2E and Lot 164 Council Creek South, and as recorded in Doc. No. 202215523 and Doc. No. 202303488 of the Official Public Records of Burnet County, Burnet County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That JOEL B. COHEN and LAUREN KLEMANN-COHEN, do hereby adopt this plat designating the herein above descried property as a "MINOR REPLAT OF LOTS 167, 168, 169, AND 2E-1R OF COUNCIL CREEK SOUTH UNIT NO. 1", and do hereby dedicate in full to the public use forever, the streets, right-of-ways, public utility easements and other public improvements as shown hereon for the purposes indicated on the plat.

The purpose of this Minor Replat is to replat those certain lots 167, 168, 169, AND 2E-1R into one lot.

This replat approved subject to all platting ordinances, rules, regulations, and resolutions of the County of Burnet, Texas.

WITNESS, my hand, this the ____ day of _____, 2025.

JOEL B. COHEN

WITNESS, my hand, this the ____ day of _____, 2025.

LAUREN KLEMANN-COHEN

STATE OF TEXAS §
COUNTY OF BURNET §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared JOEL B. COHEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2025.

Notary Public in and for the State of Texas
My Commission Expires on:

STATE OF TEXAS §
COUNTY OF BURNET §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared LAUREN KLEMANN-COHEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2025.

Notary Public in and for the State of Texas
My Commission Exires on:

STATE OF TEXAS §
COUNTY OF LAMPASAS §

I, Paul W. Maples, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinances of Burnet County, Texas.

Paul W. Maples, RPLS No. 5043
Job No. 230501

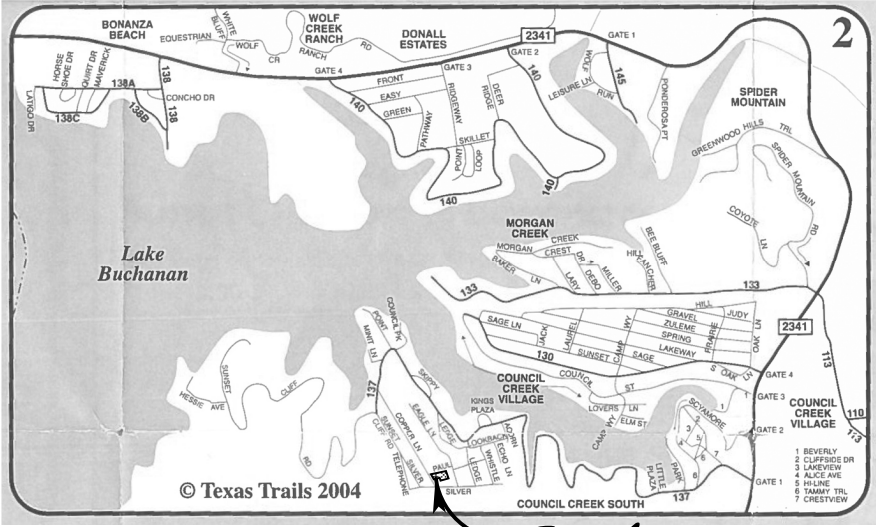


STATE OF TEXAS §
COUNTY OF BURNET §

I, Jim Luther, Jr., County Commissioner of Precinct No. 4, in Burnet County, Texas, have reviewed the plat of this Subdivision and hereby approve said plat for presentation to the Commissioner's Court of Burnet County.

Jim Luther, Jr., Commissioner, Precinct No. 4

LOCATION MAP



LINE BEARING DISTANCE
L1 N24°07'48"W 18.34'

GENERAL NOTES:

- PUBLIC UTILITY EASEMENTS AND AND BUILDING SETBACK LINES ARE SHOWN HEREON.
- EACH DWELLING CONSTRUCTED IN THIS SUBDIVISION SHALL BE CONNECTED TO AN ON-SITE SEWAGE FACILITY MEETING STATE HEALTH DEPARTMENT STANDARDS AND REQUIREMENTS OR EQUAL.
- THE SELLING OR CONVEYING OF ANY PORTION OF THESE AMENDED TRACTS BY METES AND BOUNDS IS STRICTLY PROHIBITED.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE WRITTEN NOTIFICATION AND/OR PERMIT ARE REQUIRED PRIOR TO COMMENCING ANY DELEVOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-80076-5272 EXT. 2324 FOR MORE INFORMATION.
- ALL PROPERTY HEREIN IS SUBJECT TO BUILDING SETBACKS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS AS SHOWN HEREON AND AS SHOWN ON THE SUBDIVISION PLAT FOR UNIT NO 1., COUNCIL CREEK SOUTH, AS RECORDED IN PLAT CABINET 1, SLIDE 210, PLAT RECORDS OF BURNET COUNTY, TEXAS.
- NO NEW RIGHT-OF-WAY AND/OR STREETS ARE DEDICATED WITH THIS PLAT.
- SUBJECT TRACTS ARE LOCATED IN ZONE X, AND NO PORTION OF SAID TRACTS ARE WITHIN A FLOOD PLANE, AS SHOWN ON FEMA FIRM MAP NO. 48053C0325F. EFFECTIVE DATE: MARCH 25, 2012.
- BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM. NAD83 TEXAS CENTRAL ZONE. SCALE FACTOR - 1.0001652610. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.

STATE OF TEXAS §
COUNTY OF BURNET §

I, Mitchell Sodek, have reviewed the Minor Replat of Lots 167, 168, 169, and 2E-1R of Council Creek South Unit No. 1. Water well drilling operations shall not commence until proper authorization has been issued by the Central Texas Groundwater Conservation District.

Mitchell Sodek, General Manager
Central Texas Groundwater Conservation District

STATE OF TEXAS §
COUNTY OF BURNET §

I, James Oakley, Judge of the Commissioner's Court of Burnet County, Texas, hereby certify that the foregoing plat has been approved by the Commissioner's Court of Burnet County, and by my signature affixed hereto, authorize this plat to be recorded in the Plat Records of Burnet County, Texas.

Bryan Wilson, Burnet County Judge

TAX CERTIFICATE §

The BURNET County Tax Office, the taxing authority for all entities in Burnet County, Texas, does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

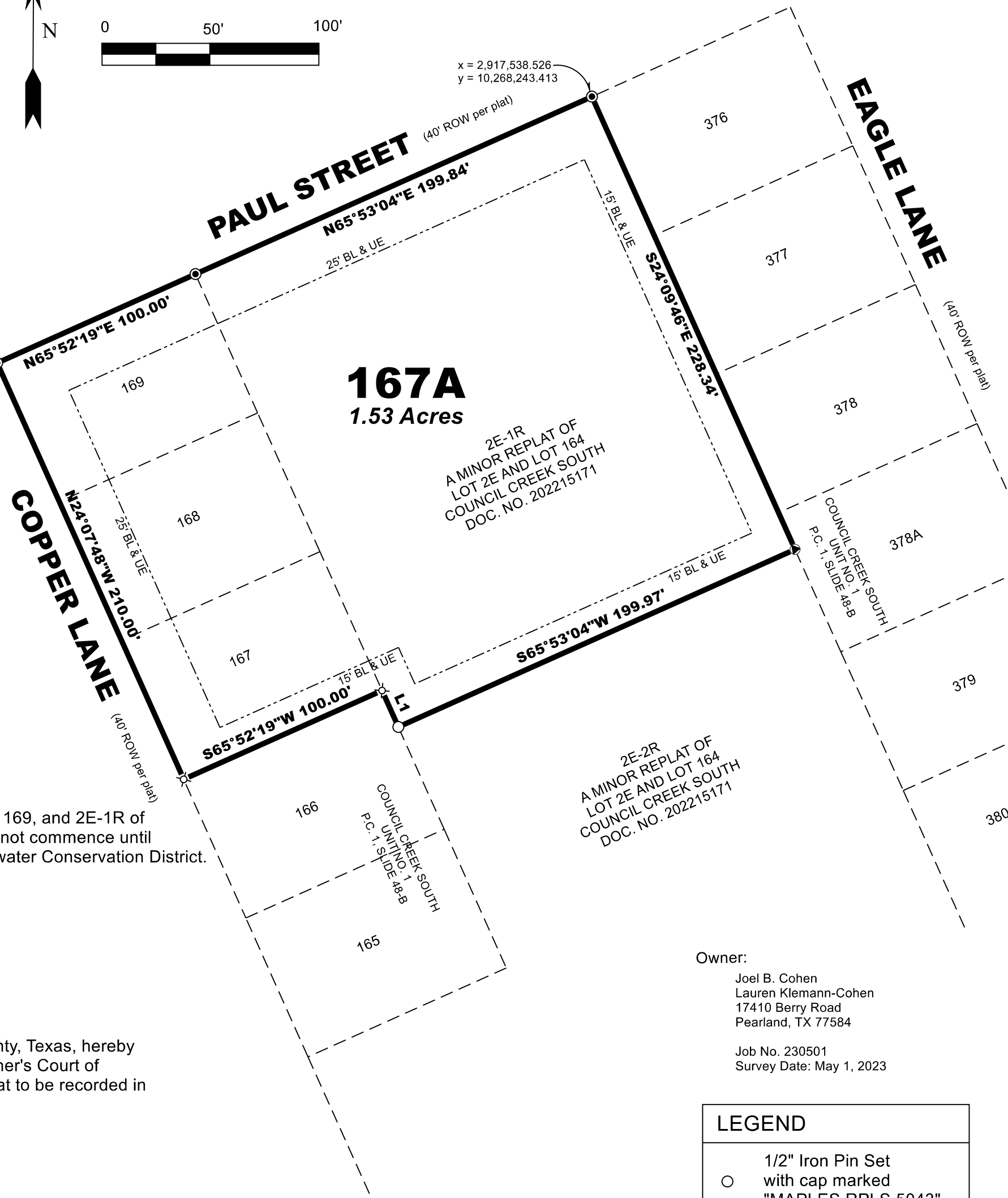
Dated this ____ day of _____, 2025 AD.

BURNET COUNTY TAX OFFICE
BY: _____

I, Janet Parker, County Clerk of Burnet County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of Authentication was filed for record in my office on the ____ day of _____, 2025 AD, at _____, in the Plat Records of Burnet County, Texas as Doc. No. _____.

Vicinta Stafford
Burnet County Clerk

A MINOR REPLAT OF
LOTS 167, 168, 169, AND 2E-1R
OF COUNCIL CREEK SOUTH UNIT NO. 1, AND A MINOR
REPLAT OF LOT 2E AND LOT 164 COUNCIL CREEK SOUTH,
A SUBDIVISION IN BURNET COUNTY, TEXAS.



Owner:
Joel B. Cohen
Lauren Klemann-Cohen
17410 Berry Road
Pearland, TX 77584

Job No. 230501
Survey Date: May 1, 2023

- LEGEND
- 1/2" Iron Pin Set with cap marked "MAPLES RPLS 5043"
 - Cotton Spindle Set
 - Mag Nail Set with washer marked "MAPLES RPLS 5043"
 - 1/4" Iron Pin Found
 - Original Lot Lines

Surveyor:
Maples & Associates
420 S. Liveoak, Ste 200
P.O. Box 893
Lampasas, Texas 76550
Firm No. 10097700
Tel (512) 556-2078
Fax (512) 556-0500

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

12.

Meeting Date: 03/10/2026

Subject

Discuss, consider and take appropriate action concerning the final plat of Headwaters at the San Gabriel, Phase 2, a public subdivision consisting of 26 lots on 28.56 acres located in the 700 block of CR 333, in Burnet County, Texas. (Collier)

Attachments

Headwaters at San Gabriel Phase 2 1-12-26

STATE OF TEXAS:
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT RD HEADWATERS OF THE SAN GABRIEL, LLC., BEING THE OWNER OF A 28.56 ACRE TRACT OF LAND OUT OF THE H. M. BABCOCK SURVEY NO. 1388, ABSTRACT NO. 1372, AND THE SAMUEL M. BINGHAM SURVEY, ABSTRACT NO. 86, IN BURNET COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED DATED JULY 10, 2025, FROM VISIONARY DEVELOPMENT, LLC, TO RD HEADWATERS OF THE SAN GABRIEL, LLC, OF RECORD IN DOCUMENT NO. 202506720 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY PLAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "HEADWATERS OF THE SAN GABRIEL PHASE 2" AS THE OFFICIAL PLAT OF SAME AND DOES HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC.

IN WITNESS WHEREOF, HAS THE PRESENTS TO BE SIGNED ON THIS _____ DAY OF _____, 2026.

RD HEADWATERS OF THE SAN GABRIEL, LLC. — OWNER
AUTHORIZED AGENT

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED THE AUTHORIZED AGENT FOR VISIONARY DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

THE ATTACHED PLAT OF ALL OF A 28.56 ACRE TRACT OF LAND OUT OF THE H. M. BABCOCK SURVEY NO. 1388, ABSTRACT NO. 1372, AND THE SAMUEL M. BINGHAM SURVEY, ABSTRACT NO. 86, IN BURNET COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND, DESCRIBED IN A GENERAL WARRANTY DEED DATED JULY 9, 2025, FROM VISIONARY DEVELOPMENT, LLC, TO RD HEADWATERS OF THE SAN GABRIEL, LLC, OF RECORD IN DOCUMENT NO. 202506720 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, DOES HEREBY PLAT THE SAME AS SHOWN HEREON AND DOES HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "HEADWATERS OF THE SAN GABRIEL PHASE 2", WAS FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS AND WAS APPROVED FOR FILING THEREOF IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS.

TO CERTIFY WHICH, THE UNDERSIGNED AS COUNTY JUDGE OF BURNET COUNTY, TEXAS,

THIS _____ DAY OF _____, 2026.

ATTEST:

CHAD COLLIER, COMMISSIONER PRECINCT 3

BRYAN WILSON, COUNTY JUDGE

STATE OF TEXAS:
COUNTY OF BURNET:

I, LEE P. FOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "HEADWATERS OF THE SAN GABRIEL PHASE 2" WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 12TH DAY OF JANUARY, 2026.

Lee P. Fox
LEE P. FOX, R.P.L.S. NO. 7125



NOTES:

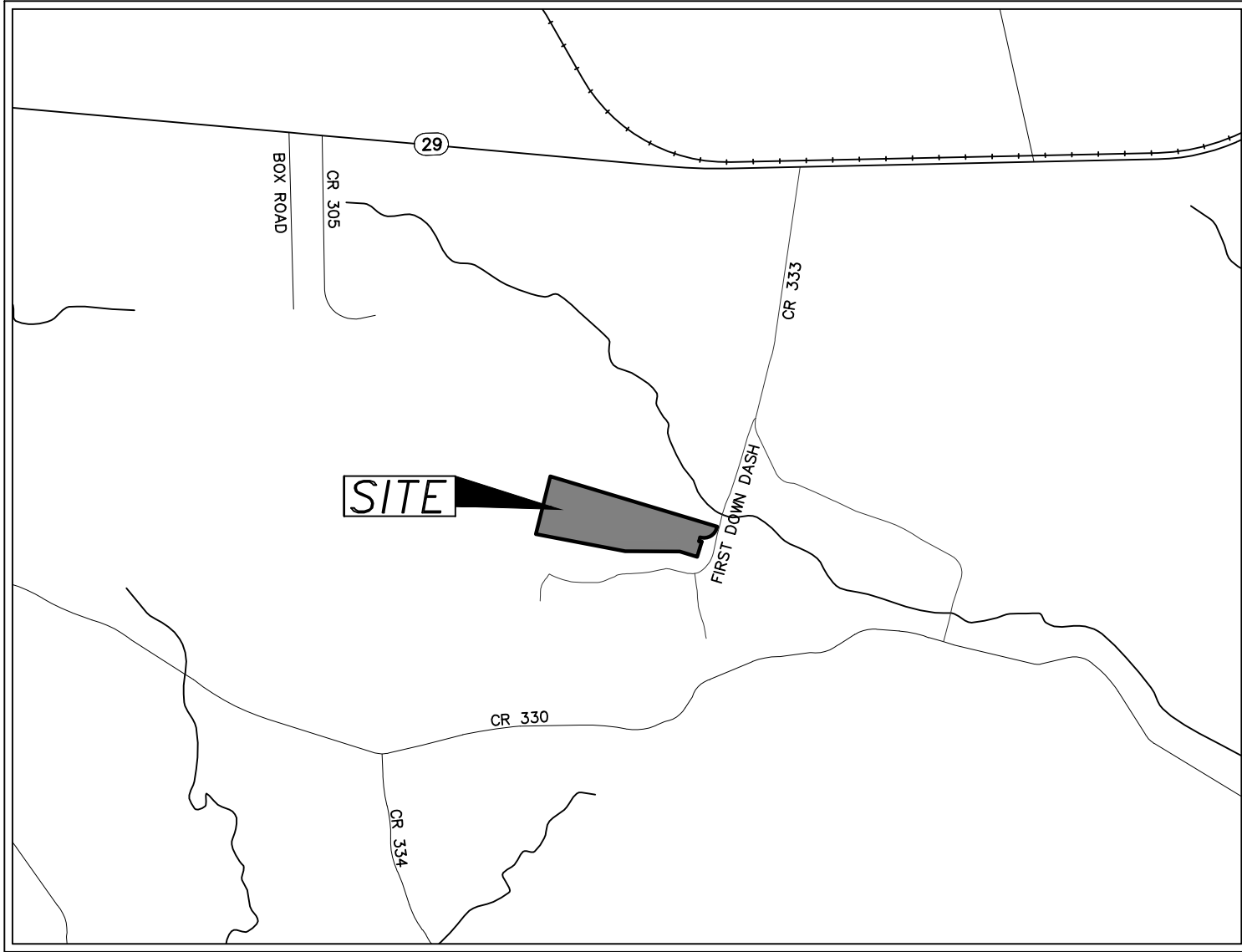
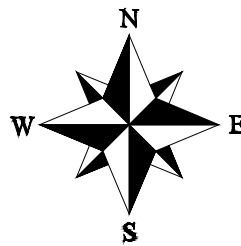
- THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X, AS SHOWN ON THE BURNET COUNTY FLOOD INSURANCE RATE MAP NO. 48053C0500G, DATED NOVEMBER 1, 2019.
- WATER IS PROVIDED BY CITY OF BERTRAM.
- GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
- ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOP.
- EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND BURNET COUNTY.
- THERE IS 2031.82 LINEAR FEET OF NEW ROAD.
- THERE ARE 26 NEW LOTS WITHIN THIS SUBDIVISION.
- BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS LAMBERT GRID, CENTRAL ZONE, NAD83. ALL DISTANCES SHOWN HEREON ARE GRID. FOR SURFACE DISTANCES, APPLY A COMBINATION SCALE FACTOR OF 1.00016804.
- NO LOTS WITHIN THIS SUBDIVISION SHALL BE RESUBDIVIDED INTO SMALLER TRACTS.
- ALL LOTS WITHIN THIS SUBDIVISION ARE FOR RESIDENTIAL USE.
- ALL NEW STREET NAMES HAVE BEEN APPROVED BY BURNET COUNTY 911 ADDRESSING COORDINATOR.
- THIS PLAT CONFORMS WITH THE SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS, ADOPTED ON JANUARY 11, 2011.
- THIS PLAT DOES NOT LIE WITHIN ANY EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

DEVELOPER:
RD HEADWATERS OF THE SAN GABRIEL, LLC.
441 BURR RD.
TERREL HILLS, TX. 78209

ENGINEER: SURVEYOR:
WILLIAM H ENGINEERING CUPLIN & ASSOCIATES
405 N. WATER ST. 1500 OLLIE LANE
BURNET, TEXAS 78611 MARBLE FALLS, TX. 78654
512-553-1555 830-693-8815

COUNTY SEAL AND FILING INFORMATION

CUPLIN
ASSOCIATES INC
LAND SURVEYORS & PLANNERS



LOCATION MAP
1" = 2000'

BEING A 28.56 ACRE TRACT OF LAND OUT OF THE H. M. BABCOCK SURVEY NO. 1388, ABSTRACT NO. 1372, AND THE SAMUEL M. BINGHAM SURVEY, ABSTRACT NO. 86, IN BURNET COUNTY, TEXAS, AND BEING THAT SAME 28.56 TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED DATED JULY 10, 2025, FROM VISIONARY DEVELOPMENT, LLC, TO RD HEADWATERS OF THE SAN GABRIEL, LLC, OF RECORD IN DOCUMENT NO. 202506720 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 28.56 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EASTERN BOUNDARY LINE OF A TRACT OF LAND CALLED 123.32 ACRES IN A SPECIAL WARRANT DEED DATED FEBRUARY 18, 2005, FROM THE ESTATE OF VIVIAN L. MADDOX TO THE DANIEL E. FLOYD AND LESLIE WYNN FLOYD LIVING TRUST, OF RECORD IN VOLUME 1311, PAGE 400, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A TRACT OF LAND CALLED 72.47 ACRES IN A GENERAL WARRANTY DEED DATED JANUARY 20, 2003, FROM CODY BURTON TO JUSTIN BURTON, OF RECORD IN VOLUME 1123, PAGE 104, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AT THE NORTHWEST CORNER OF SAID 28.56 ACRE TRACT, AND HEREOF;

THENCE SOUTH 73°17'44" EAST, WITH THE SOUTHERN BOUNDARY LINE OF SAID BURTON TRACT, THE NORTHERN LINE OF SAID 28.56 ACRE TRACT, AND HEREOF, A DISTANCE OF 2169.88 FEET TO A 1/2" IRON ROD FOUND STAMPED 'CCC 4835' IN THE WESTERN RIGHT OF WAY LINE OF A ROADWAY CALLED FIRST DOWN DASH, AT THE SOUTHEAST CORNER OF SAID BURTON TRACT, THE NORTHEAST CORNER OF SAID 28.56 ACRE TRACT, AND HEREOF;

THENCE ALONG THE WESTERN RIGHT OF WAY LINE OF SAID FIRST DOWN DASH, THE EASTERN LINE OF SAID 28.56 ACRE TRACT, AND HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- SOUTH 11°43'48" WEST, A DISTANCE OF 10.22 FEET TO A 1/2" IRON ROD FOUND STAMPED 'CCC 4835' AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
- ALONG SAID CURVE TO THE RIGHT WITH RADIUS 164.94 FEET, A DELTA ANGLE OF 95°50'35", AND A CHORD OF 244.85 FEET BEARING SOUTH 58°47'17" WEST, AN ARC DISTANCE OF 275.91 FEET TO A 1/2" IRON ROD FOUND STAMPED 'DJS-5602' FOR THE POINT OF TERMINATION OF SAME;
- SOUTH 16°42'14" WEST, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD FOUND STAMPED 'DJS-5602' FOR THE BEGINNING OF A CURVE TO THE RIGHT;
- ALONG SAID CURVE TO THE RIGHT WITH RADIUS 240.86 FEET, A DELTA ANGLE OF 08°16'35" , AND A CHORD OF 34.79 FEET BEARING SOUTH 77°29'05" EAST, AN ARC DISTANCE OF 34.76 FEET TO A 1/2" IRON ROD FOUND STAMPED 'DJS-5602' AT THE NORTHERNMOST CORNER OF LOT 36, HEADWATERS OF THE SAN GABRIEL, PHASE ONE, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200809095, OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR THE POINT OF TERMINATION OF SAME;

THENCE LEAVING THE RIGHT OF WAY LINE OF SAID FIRST DOWN DASH, ALONG THE NORTHERN BOUNDARY LINE OF SAID HEADWATERS OF THE SAN GABRIEL, PHASE ONE, THE SOUTHEASTERLY AND SOUTHERN LINES OF SAID 28.56 ACRE TRACT, AND HEREOF, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- SOUTH 16°42'45" WEST, A DISTANCE OF 193.70 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 35 OF SAID PHASE ONE, FOR ANGLE POINT HEREOF;
- NORTH 73°17'49" WEST, A DISTANCE OF 227.41 FEET TO A 1/2" IRON ROD FOUND STAMPED 'DJS-5602' AT THE NORTHWEST CORNER OF SAID LOT 35 AND THE NORTHEAST CORNER OF LOT 34 OF SAID PHASE ONE, FOR ANGLE POINT HEREOF;
- NORTH 89°45'59" WEST, A DISTANCE OF 679.44 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHERN BOUNDARY LINE OF LOT 32 OF SAID PHASE ONE, FOR ANGLE POINT HEREOF;
- NORTH 79°02'34" WEST, A DISTANCE OF 1135.03 FEET TO A 1/2" IRON ROD FOUND STAMPED 'DJS-5602' IN THE EASTERN BOUNDARY LINE OF A TRACT OF LAND CALLED 10 ACRES IN A DEED OF TRUST, DATED DECEMBER 29, 2003, EXECUTED BY JOSE LARA TO EDWARD FLYNN AND MARINA PEREZ, OF RECORD IN DOCUMENT NO. 200708677, AT THE NORTHWEST CORNER OF LOT 25 OF SAID PHASE ONE, AT THE SOUTHWEST CORNER OF SAID 28.56 ACRE TRACT, AND HEREOF;

THENCE NORTH 14°08'52" EAST, WITH THE EASTERN BOUNDARY LINES OF SAID LARA TRACT AND SAID FLOYD TRUST TRACT, THE WESTERN LINE OF SAID 28.56 ACRE TRACT, AND HEREOF, A DISTANCE OF 740.10 FEET TO THE POINT OF BEGINNING AND CALCULATED TO CONTAIN 28.56 ACRES.

HEADWATERS OF THE SAN GABRIEL PHASE 2

28.56 ACRES OUT OF THE
H.M. BABCOCK SURVEY NO. 1388, ABSTRACT NO. 1372 AND THE SAMUEL M.
BINGHAM SURVEY, ABSTRACT NO. 86
BURNET COUNTY, TEXAS

PROJ. NO. 25092
PREPARED FOR: VISIONARY DEVELOPMENT, LLC.
TECH: JTM
APPROVED: LEE P. FOX
FIELDWORK PERFORMED ON: FEBRUARY & APRIL, 2025
COPYRIGHT:2026 PROFESSIONAL FIRM NO: 10126900

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

	2		SHEET	1 OF 2
	1			
DATE	NO.	DESCRIPTION		
REVISIONS				

CALLLED 123.32 ACRES
DANIEL FLOYD & LESLIE WYNN
FLOYD LIVING TRUST
1311/400 O.P.R.B.C.

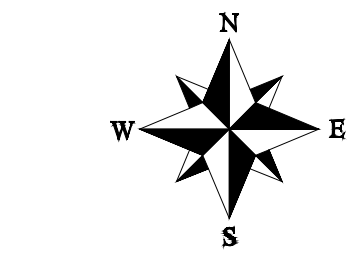
CALLLED 10 ACRES
JOSE JOSE CARLA
DOC. NO. 200708077
O.P.R.B.C.

CALLLED 72.47 ACRES
JUSTIN BURTON
1123/104
O.P.R.B.C.

SAMUEL M. BINGHAM SURVEY,
ABSTRACT NO. 86
H.M. BABCOCK SURVEY NO. 1388,
ABSTRACT NO. 1372

CALLLED 72.47 ACRES
JUSTIN BURTON
1123/104
O.P.R.B.C.

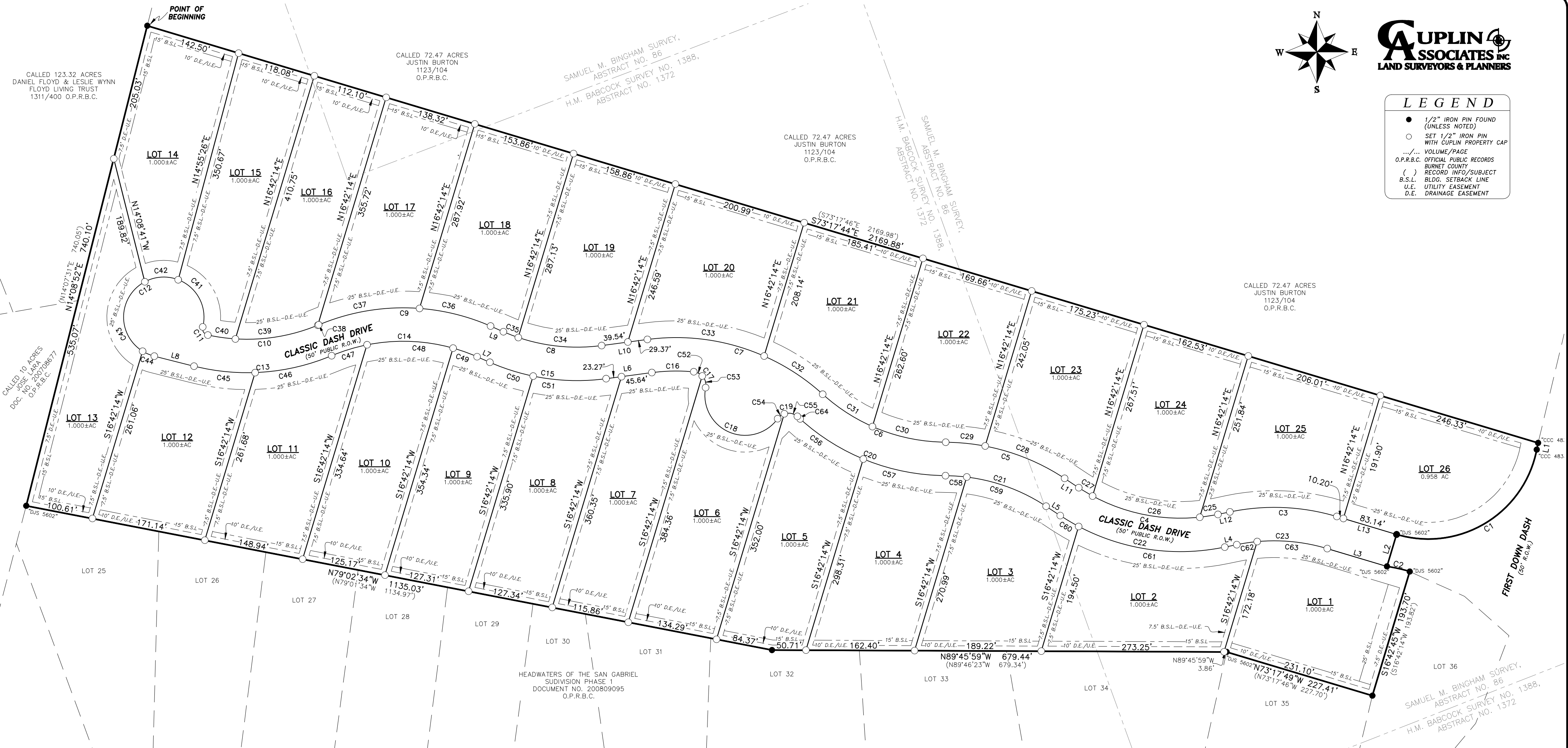
SAMUEL M. BINGHAM SURVEY,
ABSTRACT NO. 86
H.M. BABCOCK SURVEY NO. 1372



CUPLIN ASSOCIATES INC.
LAND SURVEYORS & PLANNERS

LEGEND

- 1/2" IRON PIN FOUND (UNLESS NOTED)
- SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
- .../... VOLUME/PAGE
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS
- BURNET COUNTY RECORD INFO/SUBJECT
- () BLDG. SETBACK LINE
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S114°3'48"W	10.22'
(L1)	S12°03'00"W	10.32'
L2	S16°42'10"W	50.00'
(L2)	S16°42'14"W	50.00'
L3	N73°17'46"W	93.31'
L4	N78°13'03"E	18.32'
L5	S56°29'24"E	25.39'
L6	S82°22'31"W	68.92'
L7	S66°19'33"E	20.91'
L8	N75°51'08"W	61.23'
L9	S66°19'33"E	20.91'
L10	N82°22'31"E	68.92'
L11	N56°29'24"W	25.39'
L12	N78°13'03"E	18.32'
L13	S73°17'46"E	93.31'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	95°50'35"	164.94'	275.91'	244.85'	S58°47'17"W
(C1)	95°50'34"	164.94'	275.91'	244.84'	S58°46'51"W
C2	8°16'35"	240.86'	34.79'	34.76'	S77°29'05"E
(C2)	8°17'19"	240.86'	34.84'	34.81'	S77°26'29"E
C3	28°29'11"	325.00'	161.58'	159.93'	N87°32'22"W
C4	45°17'34"	275.00'	217.39'	211.77'	S79°08'11"E
C5	33°11'46"	325.00'	188.30'	185.68'	N73°05'16"W
C6	42°01'43"	275.00'	201.72'	197.23'	N68°40'17"W
C7	49°58'03"	325.00'	283.43'	274.53'	N72°38'27"W
C8	31°17'55"	275.00'	150.22'	148.36'	S81°58'31"E
C9	46°32'28"	325.00'	264.00'	256.80'	N89°35'48"W
C10	35°13'09"	275.00'	169.04'	166.39'	S84°44'33"W
C11	91°41'16"	10.00'	16.00'	14.35'	N31°48'15"W
C12	27°19'58"	60.00'	283.09'	84.61'	S58°52'24"W
C13	37°00'53"	325.00'	209.96'	206.33'	N85°38'25"E
C14	46°32'28"	275.00'	223.38'	217.29'	N89°35'48"W
C15	31°17'55"	325.00'	177.54'	175.34'	N81°58'31"W
C16	13°05'38"	275.00'	62.85'	62.71'	S88°55'20"W
C17	95°26'43"	20.00'	33.32'	29.60'	S36°48'30"E
C18	155°12'16"	60.00'	162.53'	117.20'	S66°41'16"E
C19	95°26'43"	20.00'	33.32'	29.60'	S83°25'57"W
C20	42°01'43"	325.00'	238.40'	233.09'	S68°40'17"E
C21	33°11'46"	275.00'	159.33'	157.11'	S73°05'16"E
C22	45°17'34"	325.00'	256.91'	250.28'	S79°08'11"E
C23	28°29'11"	275.00'	136.73'	135.32'	S87°32'22"E
C24	5°42'43"	275.00'	27.42'	27.40'	S81°04'24"W
C25	34°32'24"	275.00'	165.78'	163.28'	S78°48'02"E
C26	5°02'27"	275.00'	24.19'	24.19'	S59°00'37"E
C27	22°43'36"	325.00'	128.91'	128.07'	N67°51'11"W
C28	10°28'10"	325.00'	59.39'	59.30'	N84°27'04"W
C29	23°27'58"	275.00'	112.63'	111.84'	N77°57'10"W
C30	18°33'45"	275.00'	89.09'	88.70'	N56°56'18"W
C31	18°30'37"	325.00'	105.00'	104.54'	N56°54'44"W
C32	31°27'26"	325.00'	178.44'	176.20'	N81°53'46"W
C33	26°18'54"	275.00'	126.30'	125.20'	N84°28'02"W
C34	4°59'07"	275.00'	23.92'	23.91'	S68°49'02"E
C35	19°22'37"	325.00'	109.91'	109.39'	N76°00'52"W
C36	27°09'55"	325.00'	154.08'	152.65'	S80°42'54"W
C37	0°17'55"	275.00'	1.43'	1.43'	S67°16'56"W
C38	26°14'51"	275.00'	125.98'	124.88'	S80°33'19"W
C39	8°40'22"	275.00'	41.63'	41.59'	N81°59'04"W
C40	82°56'13"	60.00'	86.85'	79.46'	N27°25'44"W

C42	49°14'55"	60.00'	51.57'	50.00'	S86°28'42"W
C43	120°00'01"	60.00'	125.66'	103.92'	N01°51'14"E
C44	18°08'49"	60.00'	19.00'	18.92'	S67°13'11"E
C45	16°15'07"	325.00'	92.19'	91.88'	S83°58'42"E
C46	20°45'46"	325.00'	117.77'	117.13'	N77°30'52"E
C47	11°32'13"	275.00'	55.37'	55.28'	N72°54'05"E
C48	27°03'13"	275.00'	129.85'	128.64'	S87°48'12"E
C49	7°57'02"	275.00'	38.16'	38.13'	S70°18'04"E
C50	11°58'56"	325.00'	67.97'	67.84'	S72°19'01"E
C51	19°18'59"	325.00'	109.57'	109.05'	N87°57'59"W
C52	41°29'49"	20.00'	14.49'	14.17'	S63°46'57"E
C53	53°56'54"	20.00'	18.83'	18.14'	N16°03'35"W
C54	35°45'56"	20.00'	12.48'	12.28'	N53°35'34"E
C55	59°40'47"	20.00'	20.83'	19.90'	N78°41'05"W
C56	19°48'25"	325.00'	112.35'	111.79'	S57°33'38"E
C57	22°13'18"	325.00'	126.05'	125.26'	S78°34'30"E
C58	6°38'09"	275.00'	31.85'	31.83'	N86°22'04"W
C59	26°33'36"	275.00'	127.48'	126.34'	S69°46'12"E
C60	5°38'35"	325.00'	32.01'	32.00'	N59°18'41"W
C61	39°38'59"	325.00'	224.91'	220.44'	N81°57'28"W
C62	6°27'26"	275.00'	30.99'	30.98'	N81°26'46"E
C63	22°01'46"	275.00'	105.73'	105.08'	N84°18'39"W
C64	1°11'16"	275.00'	5.70'	5.70'	N48°15'04"W

COUNTY SEAL AND FILING INFORMATION

PROJ. NO. 25092
PREPARED FOR: VISIONARY DEVELOPMENT, LLC.
TECH: JTM
APPROVED: LEE P. FOX
FIELDWORK PERFORMED ON: FEBRUARY & APRIL, 2025
COPYRIGHT: 2025
PROFESSIONAL FIRM NO: 10126900

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

SCALE 1" = 100'

DATE	NO.	DESCRIPTION	REVISIONS
	2		
	1		

2 OF 2
SHEET

HEADWATERS OF THE SAN GABRIEL PHASE 2
28.56 ACRES OUT OF THE
H.M. BABCOCK SURVEY NO. 1388, ABSTRACT NO. 1372 AND THE
SAMUEL M. BINGHAM SURVEY, ABSTRACT NO. 86
BURNET COUNTY, TEXAS

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.

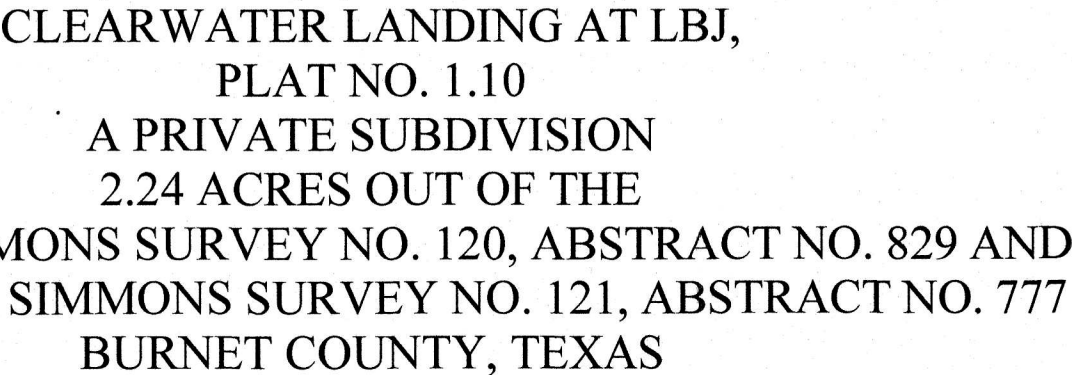
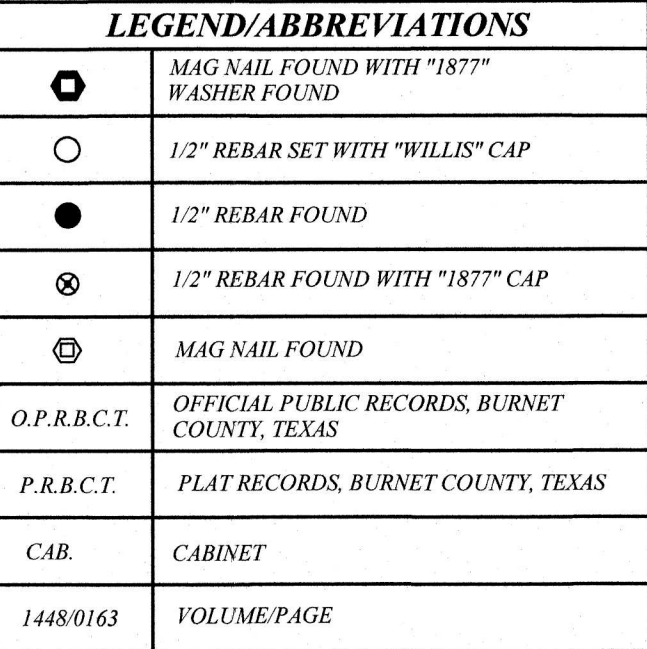
Meeting Date: 03/10/2026

Subject

Discuss, consider and take appropriate action concerning a request for a replat of Lot 1, Clearwater Landing at LBJ, Plat No. 1.1 and Lots 73 and 74, Clearwater Landing at LBJ, Plat No. 1.9, to be known as Lots 1-A, 73-A and 74-A, Clearwater Landing at LBJ, Plat No. 1.10, in Burnet County, Texas ,to revise lot lines to cure existing encroachments. (Luther)

Attachments

CLEARWATER LANDING PLAT 1.10 2OF2



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

THIS PLAT HEREBY DELETES AND TAKES THE PLACE OF LOT 1,
CLEARWATER LANDING AT LBJ, PLAT NO. 1.1
RECORDED IN CABINET 4, SLIDE 22A, AND LOTS 73 AND 74,
CLEARWATER LANDING AT LBJ, PLAT NO. 1.9
RECORDED IN 202503452, PLAT RECORDS,
BURNET COUNTY, TEXAS

P:\2024 JOB# 16747-1692\16847 STAKE CLEARWATER LANDING HOA TRACT\DWG\16847 CLEARWATER LANDING 1 10.dwg 2026/02/10 3:16pm dw

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: 03/10/2026

Subject

Discuss, consider, and take appropriate action concerning a request for a replat of lots 13, 14 and a 0.05 acre portion of Common Area 2, Colina Cove Subdivision, The Legends, Plat No. 7.3, in Burnet County, Texas to be known as lot 13A, Colina Cove Subdivision, The Legends, Plat No. 7.3, a combination 2 and a portion of another lot into 1 lot. (Luther)

Attachments

26032 Preliminary Replat 2-11-26

STATE OF TEXAS:
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT, WILLIAM JAMES EMERSON AND KRISTEN MARIE EMERSON, BEING THE OWNERS OF LOTS 13 & 14, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3, A SUBDIVISION IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 3, SLIDE 93C OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND SAID LOTS BEING DESCRIBED IN DOCUMENT NO. 202209622 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND A 0.05 ACRE PORTION OF COMMON AREA 2, COLINA COVE SUBDIVISION, PLAT 7.3, DESCRIBED IN DOCUMENT NO. 202309611 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND DO HEREBY REPLAT THE SAME AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "LOT 13A, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3" AS THE OFFICIAL PLAT OF SAME AND DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC

IN WITNESS WHEREOF, HAS THE PRESENTS TO BE SIGNED ON THIS _____ DAY OF _____, 2026.

WILLIAM JAMES EMERSON – OWNER

KRISTEN MARIE EMERSON – OWNER

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WILLIAM JAMES EMERSON AND KRISTEN MARIE EMERSON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

THE ATTACHED PLAT OF LOTS 13 & 14, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS AS SHOWN ON PLAT RECORDED IN CABINET 3, SLIDE 93C OF THE PLAT RECORDS OF BURNET COUNTY, AND A 0.05 ACRE PORTION OF COMMON AREA 2, COLINA COVE SUBDIVISION, PLAT 7.3, DESCRIBED IN DOCUMENT NO. 202309611 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, TO BE KNOWN AS "LOT 13A, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3", WAS FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS AND WAS APPROVED FOR FILLING THEREOF IN THE PLAT RECORDS OF BURNET COUNTY, TEXAS.

TO CERTIFY WHICH, THE UNDERSIGNED AS COUNTY JUDGE OF BURNET COUNTY, TEXAS,

THIS _____ DAY OF _____, 2026.

ATTEST:

JIM LUTHER JR., COMMISSIONER PRECINCT 1

BRIAN WILSON, COUNTY JUDGE, BURNET COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS REPLAT OF "LOT 13A, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

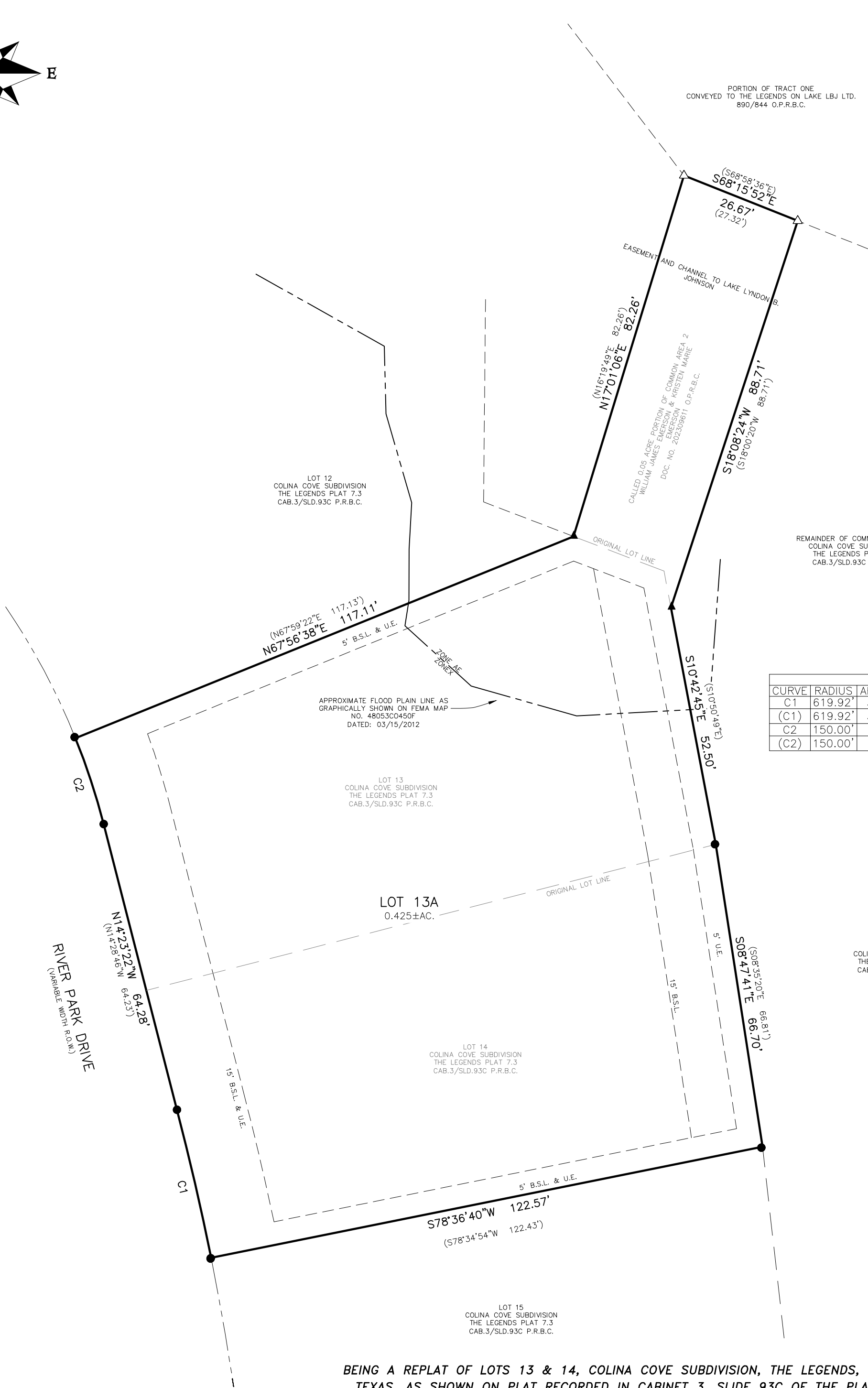
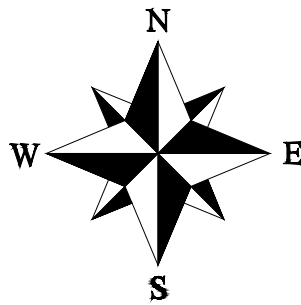
WITNESS MY HAND AND SEAL THIS _____^{4TH} DAY OF _____ FEBRUARY _____, 2026.

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

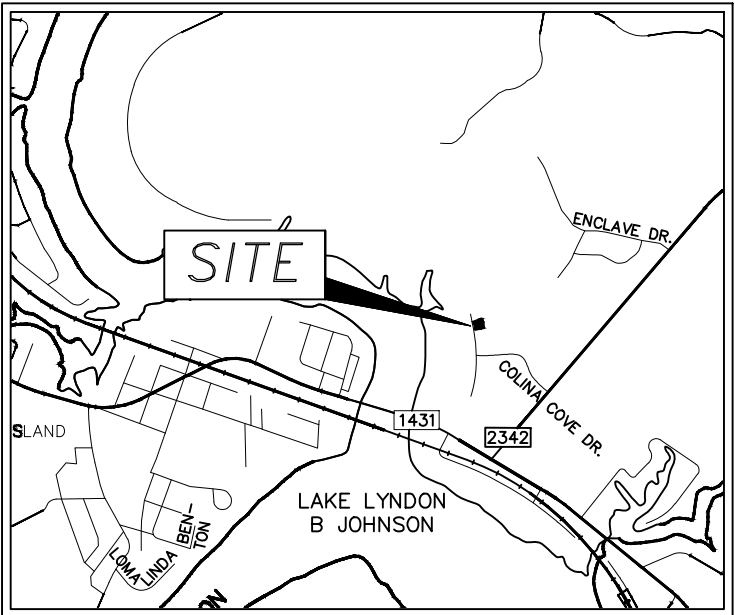
PRELIMINARY DOCUMENT FOR CLIENT REVIEW AND COMMENT: PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 138.33(e). THIS DOCUMENT IS "PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

NOTES:

- WASTEWATER SERVICE IS PROVIDED BY KINGSLAND MUNICIPAL UTILITY DISTRICT.
- WATER IS PROVIDED BY KINGSLAND WATER SUPPLY, THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUALITY OR QUANTITY OF A RELIABLE WATER SOURCE.
- PEDERNALES ELECTRIC COOPERATIVE IS THE ELECTRIC PROVIDER OF THIS PROPERTY.
- ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.
- GARBAGE PICKUP IS AVAILABLE BY COMMERCIAL FIRM.
- THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY CURRENT SUBDIVISION REGULATIONS.
- THIS PLAT HEREBY DELETES AND TAKES PLACE OF LOTS 13 & 14, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 3, SLIDE 93C OF THE BURNET COUNTY PLAT RECORDS, BURNET COUNTY, TEXAS, AND A 0.05 ACRE PORTION OF COMMON AREA 2, COLINA COVE SUBDIVISION, PLAT 7.3, DESCRIBED IN DOCUMENT NO. 202309611 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.
- SUBJECT PROPERTY IS LOCATED WITHIN ZONE AE (AREAS WITHIN THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48053C0450F, EFFECTIVE 03/15/2012.
- SUBJECT TO ALL CURRENT LAND USE ORDINANCES AND SUBDIVISION REGULATIONS OF BURNET COUNTY, TEXAS.
- BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM – CENTRAL ZONE.
- THE COORDINATES SHOWN HEREON ARE GRID VALUES, FOR SURFACE VALUES APPLY A COMBINED SCALE FACTOR OF 1.00014126 FEET.



PORTION OF TRACT ONE
CONVEYED TO THE LEGENDS ON LAKE LBJ LTD.
890/844 O.P.R.B.C.



LOCATION MAP
NOT TO SCALE

CUPLIN ASSOCIATES INC.
LAND SURVEYORS & PLANNERS

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

REMAINDER OF COMMON AREA 2
COLINA COVE SUBDIVISION
THE LEGENDS PLAT 7.3
CAB.3/SLD.93C P.R.B.C.

CURVE TABLE				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG.
C1	619.92'	33.12'	33.11'	N12°59'45"W
(C1)	619.92'	33.12'	33.12'	N12°56'56"W
C2	150.00'	19.72'	19.70'	N18°12'41"W
(C2)	150.00'	19.72'	19.70'	N18°14'42"W

COMMON AREA 2
COLINA COVE SUBDIVISION
THE LEGENDS PLAT 7.3
CAB.3/SLD.93C P.R.B.C.

BEING A REPLAT OF LOTS 13 & 14, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3, A SUBDIVISION LOCATED IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN CABINET 3, SLIDE 93C OF THE PLAT RECORDS OF BURNET COUNTY, TEXAS, AND A 0.05 ACRE PORTION OF COMMON AREA 2, COLINA COVE SUBDIVISION, PLAT 7.3, DESCRIBED IN DOCUMENT NO. 202309611 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS.

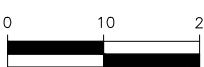
TO BE KNOWN AS

LOT 13A, COLINA COVE SUBDIVISION, THE LEGENDS, PLAT 7.3

PROJ. NO. 26032
PREPARED FOR: EMERSON
TECH: KCL
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 1/15/2026
COPYRIGHT: 2026
PROFESSIONAL FIRM NO: 10126900

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

SCALE 1" = 20'



REVISIONS		DATE	NO.	DESCRIPTION	SHEET
1	2				
1	1				

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

15.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action regarding reclassifying three (3) investigator positions with the District Attorney's Office from non-exempt employees to exempt employees. (Wilson/ Thomas)

Attachments

DA Request Reclassify Investigator Employees



DISTRICT ATTORNEY'S OFFICE

33rd & 424th Judicial Districts

COUNTIES OF

BLANCO • BURNET • LLANO • SAN SABA

Perry Thomas

District Attorney

1701 E. Polk Street; Ste. 24, Burnet, TX 78611 • P. O. Box 725, Llano, TX 78643

(512)756-5449 • (325)247-5755 • pthomas@burnetcountytexas.org

February 25, 2025

To: Commissioners Court

I am requesting approval for my three investigators in the District Attorney's Office to be reclassified from non-exempt employees to exempt employees. Approval of this request will not result in any budgetary increase.

This request is based on the natures of their duties and work schedules. Our Investigators frequently work beyond regular business hours – both after 5PM and before 8AM to ensure they are available to support the attorneys. Their responsibilities include trial preparation with the attorneys, serving subpoenas, and providing direct assistance or testimony during trial proceedings. Additionally, investigators are often called upon to respond to crime scenes outside of normal business hours to assist law enforcement.

Given these ongoing demands and the professional scope of their responsibilities, I believe the reclassification to exempt employees is appropriate and warranted.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "P. Thomas".

Perry Thomas, District Attorney

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

17.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action regarding approval of a public official bond for Bryan Wilson, Burnet County Judge. (Wilson)

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

18.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action for granting approval for the Burnet County Judge authority and approval to act on behalf of Burnet County to acknowledge the receipt of the State of Texas Landowner's Bill of Rights as a part of the notice provided by Pinnacle Consulting Management Group, Inc. to Burnet County indicating the need acquire a .003 acre (131 sq. ft.) tract, part of piece of county owned property (located in Burnet County, Texas) for the Wirtz Dam Road Project. (Dockery)

Attachments

Pinnacle Consulting re PEC Wirtz Road Expansion



February 20, 2026

Distribution Easement No.: D09
Transmission Easement No.: N/A
Project: Wirtz Dam Road

County: Burnet
CAD ID: N/A

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO.: 9589 0710 5270 3821 7861 98

Burnet County
Attn: Judge Bryan Wilson
220 South Pierce
Burnet, Texas 78611

Dear Property Owner(s),

Pedernales Electric Cooperative, Inc. (PEC) is planning the utility expansion and development along Wirtz Dam Road in Burnet County, Texas. Our initial research indicates you own a property along the proposed project corridor. Pinnacle Consulting Management Group, Inc. (Pinnacle Group) has been retained and authorized to perform Right of Way acquisition services on behalf of Pedernales Electric Cooperative, Inc. for this project. We will provide assistance in preparing all necessary paperwork concerning the right of way acquisition services for this project.

At this time, the appraisal firm of Whitney & Associates, will be sending out their initial notices and start scheduling meetings on site to begin the appraisal process. Should you not receive your letter from Whitney & Associates, please feel free to reach out via phone at 346-260-7260 or by email at houston@pinnaclegroup.biz.

We have attached, pursuant to state law, the Texas Landowner's Bill of Rights, and the legal description, and plat (survey) of the proposed acquisition area.

Please sign the following document and remit back to Pinnacle Group, in the self-address stamped envelope at your earliest convenience or you can send a scanned copy back to houston@pinnaclegroup.biz.

Should you have any questions regarding this project, please feel free to contact Pinnacle Group by calling 346-260-7260. We thank you for your cooperation and look forward to working with you.

Sincerely,

Ryan Lewis
Project Manager
Pinnacle Consulting Management Group, Inc.

Enclosures:
Texas Landowner's Bill of Rights
Acknowledgement of Receipt of Landowner's Bill of Rights
Legal Description and Survey of the Property

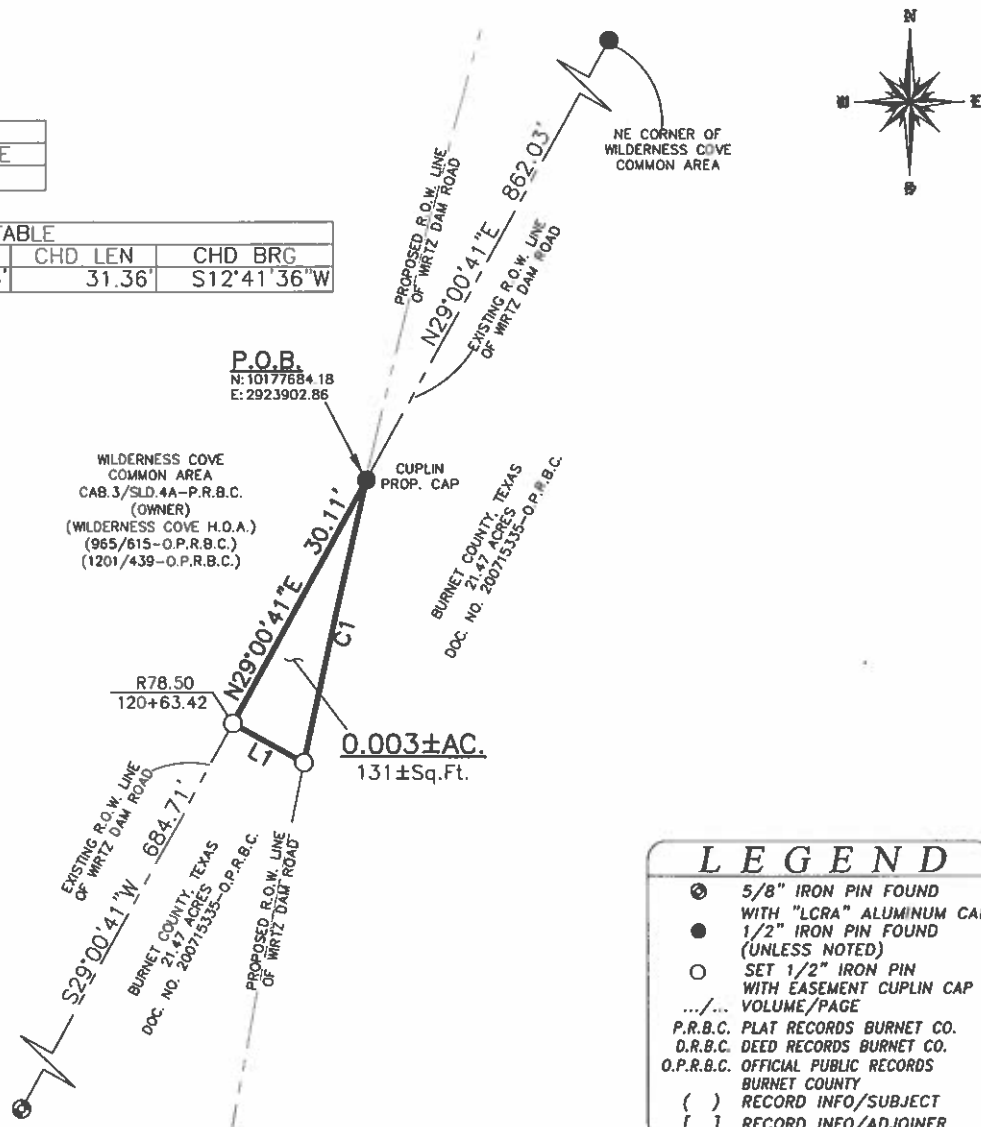
BURNET COUNTY JUDGE

FEB 25 2026



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°04'43"W	8.81'

CURVE TABLE				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	1341.88'	31.36'	31.36'	S12°41'36"W



LEGEND	
⑤	5/8" IRON PIN FOUND WITH "LCRA" ALUMINUM CAP
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	SET 1/2" IRON PIN WITH EASEMENT CUPLIN CAP
.../...	VOLUME/PAGE
P.R.B.C.	PLAT RECORDS BURNET CO.
O.R.B.C.	DEED RECORDS BURNET CO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET COUNTY
()	RECORD INFO/SUBJECT
[]	RECORD INFO/ADJOINER

NOTES:

- 1) ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.
- 2) COORDINATES AND DISTANCES ARE DISPLAYED IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012, FROM BASE POINT OF D.O.
- 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY HAVE ADDITIONAL ENCUMBRANCES, SURVEYOR NOT RESPONSIBLE FOR ANY ENCUMBRANCES THAT A TITLE COMMITMENT MAY DISCLOSE.
- 4) FIELD WORK WAS PERFORMED ON JANUARY 2020 THROUGH MARCH 2021, MAY 2023 AND JULY 2025.
- 5) THIS PARCEL PLAT IS ACCOMPANIED BY PROPERTY DESCRIPTION OF EVEN DATE.
- 6) STATION AND OFFSET SHOWN HEREON ARE BASED ON THE PROPOSED ENGINEER'S BASELINE OF "WIRTZ DAM ROAD".

EASEMENT EXHIBIT

LEGAL DESCRIPTION:

BEING A 0.003 OF AN ACRE, 131 SQ. FT., EASEMENT SITUATED IN THE JOSEPH R. JOHNSON SURVEY NO. 19, ABSTRACT NO. 476, BURNET COUNTY, TEXAS, OUT OF A CALLED 21.47 ACRE TRACT DESCRIBED IN A DOCUMENT TO BURNET COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 200715335 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.003 OF AN ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

I HEREBY CERTIFY THAT THE SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC.

LEE P. FOX, R.P.L.S. NO. 7125

DATED 01/15/2026

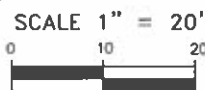


CCSJ 0914-24-024

SHEET
1 OF 2

PROJ NO. 201800
PREPARED FOR: P.E.C.
TECH: LEE P. FOX
APPROVED: LEE P. FOX
FIELDWORK PERFORMED ON: LISTED IN NOTES
COPYRIGHT: 2026

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



	2	
	1	
DATE	NO.	DESCRIPTION
REVISIONS		

LEGAL DESCRIPTION:

BEING A 0.003 OF AN ACRE, 131 SQ. FT., EASEMENT SITUATED IN THE JOSEPH R. JOHNSON SURVEY NO. 19, ABSTRACT NO. 476, BURNET COUNTY, TEXAS, OUT OF A CALLED 21.47 ACRE TRACT DESCRIBED IN A DOCUMENT TO BURNET COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 200715335 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.003 OF AN ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin set with "CUPLIN" property cap at the intersection of the proposed and existing westerly right-of-way line of Wirtz Dam Road, along the easterly line of Common Area 2, Wilderness Cove, a subdivision in Burnet County, Texas, as shown on plat recorded in Cabinet 3, Slide 4A of the Plat Records of Burnet County, Texas, the westerly line of said 21.47 acre tract, and at the northerly corner hereof, having surface coordinates of N:10,177,684.18 U.S. Ft. and E:2,923,902.86 U.S. Ft., **WHENCE** a 1/2" iron pin found at the northeasterly corner of said Wilderness Cove Common Area bears North 29°00'41" East, a distance of 862.03 feet for reference;

THENCE over and across said 21.47 acre tract and with the outbounds hereof, along the proposed westerly right-of-way line of said Wirtz Dam Road unless stated otherwise, the following courses and distances:

- 1) Along a curve to the left having a radius of 1341.88 feet, an arc length of 31.36 feet, a chord bearing of South 12°41'36" West, and a chord length of 31.36 feet to a 1/2" iron pin set with "EASEMENT CUPLIN" cap at the southeasterly corner hereof;
- 2) North 61°04'43" West, leaving said proposed right-of-way line, a distance of 8.81 feet to a 1/2" iron pin set with "EASEMENT CUPLIN" cap along the easterly line of said Wilderness Cove Common Area, the existing westerly right-of-way line of Wirtz Dam Road and said 21.47 acre tract, and at the southwesterly corner hereof, being 78.50 feet right of Engineer's Station 120+63.42, **WHENCE** a 5/8" iron pin found with "LCRA" aluminum cap bears South 29°00'41" West, a distance of 684.71 feet for reference;

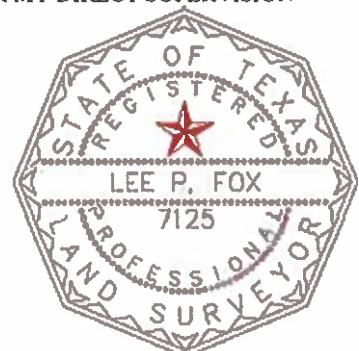
THENCE North 29°00'41" East, along the easterly line of said Wilderness Cove Common Area, the westerly existing right-of-way line of said Wirtz Dam Road and said 21.47 acre tract, and hereof, a distance of 30.11 feet to the **POINT OF BEGINNING**, containing 0.003 of an acre, more or less.

NOTE: A Plat of Survey of even date was prepared and is intended to accompany the herein described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone. Distances are surface using a scale factor of 1.00012.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION

**Dated: 01/15/2026**

Lee P. Fox, Registered Professional Land Surveyor No. 7125



1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof Firm No. 10126900
www.cuplinassociates.com



THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • NOVEMBER 2025



CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
 - The initial written offer must include:
 - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
 - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
 - » the conveyance instrument (such as an easement or deed); and
 - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
 - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
 - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
 - » copies of the conveyance instrument; and
 - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

HOW DOES THE LEGAL CONDEMNATION PROCESS START?

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

SPECIAL COMMISSIONERS' HEARING AND AWARD

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



WHAT DO THE SPECIAL COMMISSIONERS DO?

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

WHO CAN BE A SPECIAL COMMISSIONER?

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

CAN I GET MY PROPERTY BACK ONCE IT IS CONDEMNED?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

Additionally, you may have the right to repurchase your property if your property is acquired through eminent domain and the condemning authority:

- ◆ is required to pay property taxes on the property,
- ◆ has received a tax bill for the property, and
- ◆ has failed to pay any property taxes on the property within three years of the taxes becoming due.

The repurchase price is the price you were paid at the time of the condemnation.

ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM A:

Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement or an Easement Related to Pipeline Appurtenances¹

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is ____.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: ____.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is ____.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is ____.

(5) Any aboveground equipment or facility that Grantee² intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: ____.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit ____.

(7) The maximum width of the easement under this instrument is ____.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is ____.

(9) The entity installing pipeline(s) under this instrument: (check one)

- ☐ intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- ☐ does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor³, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.

¹ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code

² "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

³ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____.
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- ☐ Grantee will be responsible for the restoration.
- ☐ Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: _____.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM B:

**Required Terms for an Instrument Conveying
an Electric Transmission Line Right-of-Way Easement⁴**

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee⁵ under this instrument are generally described as follows: _____.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit _____.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is _____.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: _____.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor⁶: (check one)

- ☐ may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- ☐ and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: _____
- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- ☐ acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

⁴ The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code

⁵ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement

⁶ "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- ☐ Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- ☐ exclusive.
- ☐ nonexclusive.
- ☐ otherwise limited under the terms of the instrument as follows: _____.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM C:

Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement,
an Easement Related to Pipeline Appurtenances,
or an Electric Transmission Line Right-of-Way Easement⁷

(1) With regard to the specific vegetation described as follows: _____, Grantor⁸: (check one):

- ☐ may recover from Grantee⁹ payment for monetary damages, if any, caused by Grantee to the vegetation.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- ☐ may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- ☐ Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

⁷ Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

⁸ "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

⁹ "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.



Acknowledgement of Receipt of Landowner's Bill of Rights

Distribution Easement No.: D09
Transmission Easement No.: N/A

County: Burnet
CAD ID: N/A
Project: Wirtz Dam Road

I, Burnet County, hereby acknowledge receipt on _____, 2026 of a copy of the State of Texas
Landowner's Bill of Rights document, dated November, 2025.

Signature of Owner(s)

Date

Signature of Owner(s)

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

19.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action on the acceptance of a proposal for the Joppa Bridge clean-up project (located in Burnet County, Texas) from Flood Recovery Fund 490-6120-3300, in an amount not to exceed \$15,100. Regarding this matter, Burnet County has received proposals from the following proposed vendors: Maynard Construction Services; Remediators; and Absolute Demolition. (Beierle)

Attachments

Joppa Maynard B

Joppa Remediators C

Joppa Absolute Demolition D



To: Burnet County
Attn: Damon Beierle
dbeierle@burnetcountytexas.org

2/25/2026

Joppa Bridge Clean Up**BASE BID - DEMOLITION SCOPE OF WORK; SEE DETAIL BELOW - \$13,985.00:**

Demo, clean up, and haul off metal from the bridge, wood planks, guardrail, metal posts with concrete, and fencing. We will also clean up broken asphalt from the ditch. Note: Standing posts and I-beams are to remain in place.

PAYMENT TERMS: Payment is due in full within 15 days of receipt of the Invoice.

NOTE: Adequate water will need to be provided for dust control.

NOTE: Removal of tires, paints, oils, or hazardous materials/chemicals are not included in our pricing.

NOTE: The price includes machinery, haul off, & labor. Pricing based on normal working days & hours.

NOTE: Not responsible for damage to any hidden or unmarked utilities located inside, near or underneath work areas.

NOTE: Not responsible for cracks in concrete & pavement to remain due to heavy equipment & trucks.

We will take caution around all flatwork to remain to help prevent any damage.

EXCLUSIONS ARE AS FOLLOWS:

- Anything not specifically noted in Maynard Construction Services scope of work
- Permits & Associated Fee's of any kind
- Shut off, Cutting & Capping & Relocation of all Utilities including overhead & underground & Refrigerant Reclaim
- Erosion Control & Tree Protection
- Construction Fencing, Restrooms, Barricades and Signs
- Traffic Control & Lane / Road Closures / Sidewalk Closures

We accept credit cards; A 3.5% fee is added to the total Invoiced Amount

Direct all inquiries to:

Kenneth Maynard

(512) 924-5279

ken@maynardcs.comwww.maynardcs.com**Contractor Information:**

Name: _____

Signature: _____

Mailing Address: _____

Date: _____

Owner Information:

Name: _____

Signature: _____

Mailing Address: _____

Date: _____

Maynard Construction Services

P.O. Box 127

Briggs, Texas 78608

512-887-DEMO

www.maynardcs.com

By signing this quote, you constitute formation of a contract binding Contractor and/or Owner to pay in full the amount due upon completion of the work.

Proposal

Remediators

February 27, 2026

201 CR 260
Liberty Hill, Texas 78642
Phone 512-466-7293
Hungcarlos20@gmail.com

TO
Damon Beirerle
Burnet County
Burnet, Texas

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Carlos Hung	Joppa Bridge Demolition and Cleaning	Payment upon completion.	N/A

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	This proposal is for the Demolition, clean up and hauling off of metal from the bridge, wood planks, guardrails, metal post with concrete and fencing. Clean up of asphalt debris. NOTE: standing post and I beams are to be left in place.		\$14,565.00
	Additional cost will be added to the proposal for unforeseen conditions or additional environmental testing (asbestos survey) encountered during demo.		
	All power and water will be provided by the building owner.		
	Excludes: Notification fees and rebuild cost.		
		SALES TAX	
		TOTAL	\$14,565.00

.Invoice prepared by: Carlos Hung/Remediators._____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____
THANK YOU FOR YOUR BUSINESS!



ABSOLUTE DEMOLITION

AUSTIN (512) 515-0705
SAN ANTONIO (210) 220-1989



Locally Operated
Statewide Strong

PO BOX 789

CEDAR PARK, TX 78630-0789

fax - 512-515-0706

Proposal

February 27, 2026

ATTENTION:

Burnet County - Damon Beierle

PHONE:

EMAIL: dbeierle@burnetcountytexas.org

PROJECT:

Bridge Demolition

Joppa, TX

bidh-22726-Burnet--01

DEMOLITION SCOPE:

- Demolition/disposal of identified wood planks/fencing
- Demolition/disposal of identified misc metal(guardrails,metal post)
- Removal of asphalt debris

*** **This bid includes dumpsters**

BASE BID:

- fifteen thousand one hundred dollars

\$15,100

EXCLUSIONS:

- Any other demolition, temporary barrier outside of storefront, environmental remediation, permits, and sales tax.

ALTERNATE:

All salvage is to be property of Absolute Demolition

Please contact 512-466-7293 for questions about this bid

AUTHORIZED SIGNATURE:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate.

This proposal may be withdrawn if not accepted in thirty (30) days.

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

20.

Meeting Date: 03/10/2026

Subject

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

Attachments

Invoices without PO's 3.10.26



"When the products are similar,
the dealer makes the difference."

CECIL ATKISSON MOTORS, INC

2601 S. Water
Burnet, Texas 78611
(512) 756-2128 * 1-800-925-2128
Fax # (512) 756-8324
www.cecilmotors.com

V#6770
from email

88942 BUR

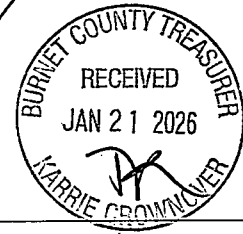
BURNET COUNTY CONSTABLE PRI		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
220 S PIERCE		1C6RR7XTXNS195145		3948	3948	11/21/25 15:39	11/25/25	88942
BURNET, TX 78611		VEHICLE DESCRIPTION				TAG NO.	STATUS	
lray@burnetcountytexas.org		2022 RAM 1500 CLASS					COMPLETE	
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
860530							No Charge	
CELL	HOME	CELL	STOCK NO.	SERV. ADV.			RO COMMENT	
(512) 234-0356	(512) 756-5416	(512) 756-5416		DONALD RICH (356)				

ASK ABOUT TIRES AND ACCESSORIES

ALL MOPAR PARTS & LABOR HAVE A 2 YEAR UNLIMITED MILE WARRANTY, EXCEPT REMAN ENGINE & TRANSMISSION WHICH CARRY A 36 MONTH 100,000K MILE WARRANTY.
IF YOU HAVE ANY QUESTIONS REGARDING YOUR SERVICE VISIT PLEASE CALL US. YOUR COMPLETE AND TOTAL SATISFACTION IS OUR # 1 GOAL. THANK YOU FOR CHOOSING CECIL ATKISSON MOTORS IN BURNET.

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	23P		A96		Internal	
Concern	PERFORM FREE CHRYSLER 23 POINT INSPECTION					
Cause	SAFETY AND MECHANICAL VISUAL INSPECTION					
Correction	PERFORMED MULTIPOINT INSPECTION					
B	RECALL		A96		Warranty	
Concern	Customer States recall 86b 2020-2023 DS Side Rearview Mirror Glass					
Cause	recall					
Correction	Replace Left Side Mirror Glass 23-86-B1-82 0.2					
Part Number		Description		Qty.		
CSEP86B1AA		GLASS		1		
C	OCG		A96		Customer	\$30.00
Concern	CUSTOMER REQUEST OIL AND FILTER CHANGE - GAS					
Cause	PREVENTIVE MAINTENANCE					
Correction	REMOVED AND REPLACED ENGINE OIL AND FILTER - GAS					
Part Number		Description		Qty.	Unit Price	Ext. Price
4892339BE		FILTER ENGIN		1	\$16.70	\$16.70
68522999AA		OIL 0W20		7	\$9.60	\$67.20
Parts Total...						\$83.90
Line Total...						\$113.90
D	ROT		A96		Customer	\$40.00
Concern	CUSTOMER REQUEST TIRE ROTATION					
Cause	PREVENTIVE MAINTENANCE					
Correction	PERFORMED TIRE ROTATION AND CORRECTED TIRE PRESSURE TO FACTORY PSI SPECIFICATIONS					

Leslie Ray



BURNET COUNTY CONSTABLE PRI 220 S PIERCE BURNET, TX 78611 lray@burnetcountytexas.org		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1C6RR7XTXNS195145		3948	3948	11/21/25 15:39	11/25/25	88942
		VEHICLE DESCRIPTION					TAG NO.	STATUS
		2022 RAM 1500 CLASS						COMPLETE
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
860530							No Charge	
CELL	HOME	CELL	STOCK NO.	SERV. ADV.			RO COMMENT	
(512) 234-0356	(512) 756-5416	(512) 756-5416		DONALD RICH (356)				
Line	Op-Code	Fail Code	Tech	Hours	Type	Amount		
D	Continued							
						Line Total...	\$40.00	
E	AF		A96		Customer	\$30.00		
Concern CUSTOMER REQUEST TO REPLACE ENGINE AIR FILTER - GASOLINE Cause PREVENTIVE MAINTENANCE Correction REMOVED AND REPLACED ENGINE AIR FILTER - GASOLINE								
Part Number		Description			Qty.	Unit Price	Ext. Price	
68386779AA		FILTER AIR C			1	\$51.95	\$51.95	
						Parts Total...	\$51.95	
						Line Total...	\$81.95	
F	CAF		A96		Customer	\$30.00		
Concern CUSTOMER REQUEST TO REPLACE CABIN AIR FILTER Cause PREVENTIVE MAINTENANCE Correction REMOVED AND REPLACED CABIN AIR FILTER								
Part Number		Description			Qty.	Unit Price	Ext. Price	
68548579AA		FILTER CABIN			1	\$41.56	\$41.56	
						Parts Total...	\$41.56	
						Line Total...	\$71.56	
Authorized Estimates								
Date/Time	Amount	Authorized By	Authorization Method	Phone/Email				
11/21/2025 15:39	\$201.68		Initial Estimate					
Warranty Claim Type: W		Authorization Code:			Service Cont No:			

BURNET COUNTY CONSTABLE PRI 220 S PIERCE BURNET, TX 78611 lray@burnetcountytexas.org		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		1C6RR7XTXNS195145		3948	3948	11/21/25 15:39	11/25/25	88942
		VEHICLE DESCRIPTION					TAG NO.	STATUS
		2022 RAM 1500 CLASS						COMPLETE
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS	
860530							No Charge	
CELL	HOME	CELL	STOCK NO.		SERV. ADV.		RO COMMENT	
(512) 234-0356	(512) 756-5416	(512) 756-5416			DONALD RICH (356)			

Totals

	Amount
Total Amount Due	\$0.00
CHARGE AR CUSTOMER	\$337.01
CTRL#860530	---

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

I authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond our control or any delays caused by unavailability of parts or delays in parts shipments. I hereby grant you and/or your employee

s permission to operate the vehicle herein on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic

s lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.

X

Customer Signature

NOTICE PURSUANT TO 70.001 TEXAS PROPERTY CODE

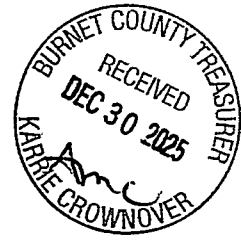
I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH 9.609, TEXAS BUSINESS AND COMMERCE CODE; IF A WRITTEN ORDER FOR PAYMENT FOR REPAIR ON 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.

X

Signature of Person Responsible or Agent for Person Responsible



Cecil Atkission Motors Kerrville
550 Benson Dr
Kerrville, TX 78028
830-257-6121
www.cecilmotors.com



BURNET COUNTY CONSTABLE PRECINCT 1
220 S PIERCE

Control # 860530
Date 12/26/2025

BURNET, TX 78611

Statement of Account

Amt. enclosed: _____

DATE	SRC	REF NO.	APPLY TO	CHARGES	CREDITS	BALANCE
Company - 04 Cecil Atkission Burnet						
Schedule - 32						
11/25/2025	30	88942	88942	\$337.01		\$337.01
					Total	\$337.01
Current	Over30Days	Over60Days	Over90Days	Over120	Pay This Amount	
\$0.00	\$337.01	\$0.00	\$0.00	\$0.00	\$337.01	

Finance Charges will apply if the new balance is unpaid one month from the closing date of statement.
The "Finance Charges" are computed by a periodic rate of 1.25% per month which is an ANNUAL PERCENTAGE Rate of 15%
applied to the unpaid balance after deduction current payments and/or credits appearing on this statement from the previous balance.
Minimum FC of \$.50 on all overdue accounts.

Thank You

DEC 30 1979



Sherry Adams <sadams@burnetcountytexas.org>

Invoice approval

2 messages

Sherry Adams <sadams@burnetcountytexas.org>
To: Melanie Sadler <msadler@burnetsheriff.com>

Tue, Feb 17, 2026 at 1:05 PM

Good afternoon.

Can you look over the attached invoices and approve them for payment? They have no PO attached and will need to go to the Commissioner's Court for approval to pay. Hoping to get them in for next week's court date.

Scott's Equipment

inv172717

inv173586

inv175031

Thank you.

--

Sherry Adams
Burnet County Auditor's Office

 **SCOTTEQUIP.PASTDUENOV25.pdf**
715K

Melanie Sadler <msadler@burnetsheriff.com>
To: Sherry Adams <sadams@burnetcountytexas.org>

Tue, Feb 17, 2026 at 2:21 PM

These are good to pay.

Have a great day!

Melanie

[Quoted text hidden]



SCOTT EQUIPMENT LLC

LAUNDRY SYSTEMS

Invoice # 12658

Page: 2

Scott Equipment LLC
2510 National Dr,
Garland, TX 75041
Phone (800) 321-7268
www.scott-equipment.com

Invoice Number: S-INV173586
Invoice Date: 11/25/2025
Order Number: SO416490
Order Date: 10/22/2025
Ordered By:
Salesperson: SV-ALBLOP Alberto Lopez

Sold-To: CST0058915
BURNET COUNTY JAIL

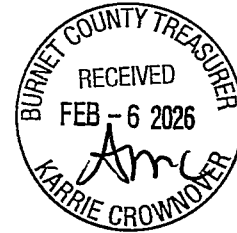
Ship-To:
BURNET COUNTY JAIL

PO BOX 1098
*****EMAIL INVOICES***
BURNET, TX 78611-7098

900 COUNTY LANE
Burnet, TX 78611

Customer P.O	Shipment Method	Shipping Agent	Tracking No.	Terms
				NET30

WHS SHIPPED WATER VALVES TO CUSTOMER 11/20/2025
DROP SHIPPED ALL OTHER TO CUSTOMER PO 133384 11/20/2025
QUOTED TO HCUMMINS@BURNETCOUNTYTEXAS.ORG APPROVED 11/20/2025
PR-35393
00099740
00094350



P.O. #	NA
Acct. #	270-5120-3450
Audit	8W
Input	

WHS SHIPPED WATER VALVES TO CUSTOMER 11/20/2025
DROP SHIPPED ALL OTHER TO CUSTOMER PO 133384 11/20/2025
QUOTED TO HCUMMINS@BURNETCOUNTYTEXAS.ORG APPROVED 11/20/2025
PR-35393
00099740
00094350

[Click to Pay](#)

[Click Here to Pay](#)

Subtotal	66.44
Sales Tax	0.00
Total Invoice	\$66.44
Less Deposit	0.00
Invoice Balance	\$66.44

* All goods are sold FOB-Shipping Point, except if otherwise specified.

7 2 7

243

PRO #	109
Acc #	109
Andic	libuA
libuA	109



SCOTT EQUIPMENT LLC

LAUNDRY SYSTEMS

Invoice # 12858

Page: 1

Scott Equipment LLC
2510 National Dr,
Garland, TX 75041
Phone (800) 321-7268
www.scott-equipment.com

Invoice Number: S-INV173586
Invoice Date: 11/25/2025
Order Number: SO416490
Order Date: 10/22/2025
Ordered By:
Salesperson: SV-ALBLOP Alberto Lopez

Sold-To: CST0058915
BURNET COUNTY JAIL

Ship-To:
BURNET COUNTY JAIL

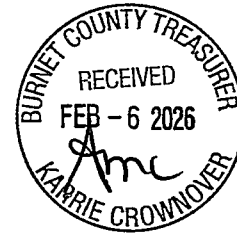
PO BOX 1098
*****EMAIL INVOICES***
BURNET, TX 78611-7098

900 COUNTY LANE
Burnet, TX 78611

Customer P.O.	Shipment Method	Shipping Agent	Tracking No.	Terms
				NET30

No.	Description	SF Comments	Qty	Unit	Net Unit Price	Extended Price
CG-ALSH87020202	CATCH ROLLER/STRIKE \ AL-H87020202		2	Each	26.29	52.58
CG-ALS44017901	BOLT RND HD SQ NECK1/4-20X.625		2	Each	1.93	3.86
CG-ALS44087101	NUT HEX FLANGE 1/4-20		2	Each	5.00	10.00

KT120SNN 2007000123
PR-35393
SHIPPED VIA
UPS GROUND
2025-11-20
1Z7509170368757446
1z8401e90331188717
Friday, November 28



P.O. #	NA
Acct. #	
Audit	
Input	

Click to Pay

Click Here to Pay

* All goods are sold FOB-Shipping Point, except if otherwise specified.

2

Input
Output
Acc. #
P.O. #



SCOTT EQUIPMENT LLC
LAUNDRY SYSTEMS

Invoice

#12658

Page: 1

Scott Equipment LLC
2510 National Dr,
Garland, TX 75041
Phone (800) 321-7268
www.scott-equipment.com

Invoice Number: S-INV172717
Invoice Date: 11/20/2025
Order Number: SO416490
Order Date: 10/22/2025
Ordered By:
Salesperson: SV-ALBLOP Alberto Lopez

Sold-To: CST0058915
BURNET COUNTY JAIL

Ship-To:
BURNET COUNTY JAIL

PO BOX 1098
*****EMAIL INVOICES***
BURNET, TX 78611-7098

900 COUNTY LANE
Burnet, TX 78611

Customer P.O		Shipment Method	Shipping Agent	Tracking No.		Terms	
						NET30	
No.	Description	SF Comments	Qty	Unit	Net Unit Price	Extended Price	
DX-9379-183-012	WATER VALVE		2	Each	107.75	215.50	
PRT-FREIGHT			1	Each	38.09	38.09	
	T-950 W1.2104.013						



P.O. #	NA
Acct. #	270-5120-3450
Audit	SN
Input	

[Click to Pay](#)

[Click Here to Pay](#)

* All goods are sold FOB-Shipping Point, except if otherwise specified.

Input
Output
Accel. #
T.O. #



Scott EQUIPMENT LLC
LAUNDRY SYSTEMS

Invoice

Page: 2

Scott Equipment LLC
2510 National Dr,
Garland, TX 75041
Phone (800) 321-7268
www.scott-equipment.com

Sold-To: CST0058915
BURNET COUNTY JAIL

PO BOX 1098
*****EMAIL INVOICES***
BURNET, TX 78611-7098

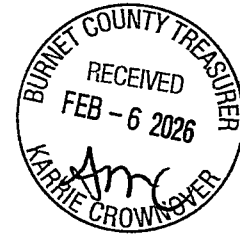
Invoice Number: S-INV172717
Invoice Date: 11/20/2025
Order Number: SO416490
Order Date: 10/22/2025
Ordered By:
Salesperson: SV-ALBLOP Alberto Lopez

Ship-To:
BURNET COUNTY JAIL

900 COUNTY LANE
Burnet, TX 78611

Customer P.O	Shipment Method	Shipping Agent	Tracking No.	Terms
				NET30

WHS SHIPPED WATER VALVES TO CUSTOMER 11/20/2025
DROP SHIPPED ALL OTHER TO CUSTOMER PO 133384 11/20/2025
QUOTED TO HCUMMINS@BURNETCOUNTYTEXAS.ORG APPROVED 11/20/2025
PR-35393
00099740
00094350



WHS SHIPPED WATER VALVES TO CUSTOMER 11/20/2025
DROP SHIPPED ALL OTHER TO CUSTOMER PO 133384 11/20/2025
QUOTED TO HCUMMINS@BURNETCOUNTYTEXAS.ORG APPROVED 11/20/2025
PR-35393
00099740
00094350

[Click to Pay](#)

[Click Here to Pay](#)

Subtotal	253.59
Sales Tax	0.00
Total Invoice	\$253.59
Less Deposit	0.00
Invoice Balance	\$253.59

* All goods are sold FOB-Shipping Point, except if otherwise specified.

2



SCOTT EQUIPMENT LLC

LAUNDRY SYSTEMS

#12658
Invoice

Page: 1

Scott Equipment LLC
2510 National Dr,
Garland, TX 75041
Phone (800) 321-7268
www.scott-equipment.com

Invoice Number: S-INV175031
Invoice Date: 12/11/2025
Order Number: SO418501
Order Date: 12/10/2025
Ordered By:
Salesperson: SV-ALBLOP Alberto Lopez

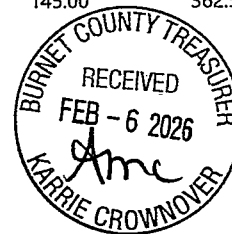
Sold-To: CST0058915
BURNET COUNTY JAIL

Ship-To:
BURNET COUNTY JAIL

PO BOX 1098
*****EMAIL INVOICES***
BURNET, TX 78611-7098

900 COUNTY LANE
Burnet, TX 78611

Customer P.O		Shipment Method	Shipping Agent	Tracking No.	Terms NET30	
No.	Description	SF Comments	Qty	Unit	Net Unit Price	Extended Price
SRV-OPL-LABOR	Service-OPL-Labor		2.5	Hour	145.00	362.50
ZONE 3	Zone 3 - Service Charge		1	Fixed		



Return w/parts – Return to install parts shipped on SO416490

SN#W1.21204.013-Installed the chemical water valves and ran a full cycle without any issues.

SN#2007000123-Installed the door hinge with bolts and ran a full cycle without any issues. The customer requested to keep the additional hinge as a spare part for future use.

Return w/parts – Return to install parts shipped on SO416490

SN#W1.21204.013-Installed the chemical water valves and ran a full cycle without any issues.

SN#2007000123-Installed the door hinge with bolts and ran a full cycle without any issues. The customer requested to keep the additional hinge as a spare part for future use.

P.O. #	NA
Acct. #	270-5120-3450
Audit	SN
Input	

[Click to Pay](#)

[Click Here to Pay](#)

Subtotal	362.50
Sales Tax	0.00
Total Invoice	\$362.50
Less Deposit	0.00
Invoice Balance	\$362.50

* All goods are sold FOB-Shipping Point, except if otherwise specified.

_____ # 100
 _____ # 100
 _____ # 100
 _____ # 100



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 1411190955	Transaction Date 04-JUL-2025	Transaction Total 8,190.00 USD
P.O. Number	P.O. Date	Customer Account No 1035014167
Payment Terms Net Due in 30 Days	Payment Due Date 03-AUG-2025	

Visit our website at www.motorolasolutions.com

Bill To Address

BURNET COUNTY SHERIFF DEPT
ATTN: Accounts Payable
220 S PIERCE RM 112
BURNET TX 78611
United States

Ship To Address

BURNET COUNTY SHERIFF DEPT
1601 E POLK
BURNET TX 78611
United States

IMPORTANT INFORMATION

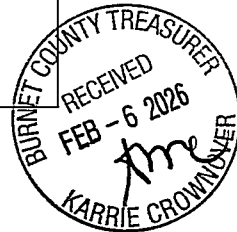
Subscription(s) : USS103002966

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS

To view your invoices in other formats and perform secure online bill payment, login to your account on <http://www.motorolasolutions.com/self-service/myaccount/billingmanagement/>. For online support, contact the Motorola Solutions Support team using the online Chat feature or by calling 1-800-422-4210

Line Item #	Item Number	Description	Service From	Service To	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S01450B	LEARNER LXP SUBSCRIPTION	13-MAR-2025	12-MAR-2026	84	0.00	0.00
2	SFW-BWC-DEV-FEE	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE	13-MAR-2025	12-MAR-2026	42	195.00	8,190.00



Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 1411190955	Customer Account No 1035014167	Payment Due Date 03-AUG-2025
----------------------------------	-----------------------------------	---------------------------------

Transaction Total 8,190.00 USD	Amount Paid
--	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BURNET COUNTY SHERIFF DEPT
ATTN: Accounts Payable
220 S PIERCE RM 112
BURNET TX 78611
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

P.O. # NA
Acct. # 100-5600-4000
Audit SA
Input _____

18-

1838.

			USD Subtotal	8,190.00
Total Tax	TX	0.00	USD Total Tax	0.00
			USD Total	8,190.00
			USD Amount Due	8,190.00

 MOTOROLA SOLUTIONS Appendix							
Line Item #	Item Number	Description	Service From	Service To	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S01450B	Subscription#: USS103002966 P.O. Number: QUOTE-3002966 LEARNER LXP SUBSCRIPTION	13-MAR-2025	12-MAR-2026	84	0.00	0.00
2	SFW-BWC-DEV-FEE	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE	13-MAR-2025	12-MAR-2026	42	195.00	8,190.00

1

Burnet County Auditor's Office

3 attachments 1411190955.pdf
44K 1162420644.pdf
28K Motorola Statement 1-14-2026.pdf
354K

Donna Fritsch <dfritsch@burnetsheriff.com>
To: Sherry Adams <sadams@burnetcountytexas.org>
Cc: Mike Sorenson <msorenson@burnetsheriff.com>

Fri, Feb 6, 2026 at 11:27 AM

These are all approved.

Thanks for all you are doing to get this taken care of.

Respectfully,

On Fri, Feb 6, 2026 at 10:07 AM Sherry Adams <sadams@burnetcountytexas.org> wrote:

Donna,

The invoices attached are needing formal approval. If there is an issue please let me know. They are marked on the statement you sent over. I am still working on the invoice that does not belong and will update you as soon as possible.

Thanks.

----- Forwarded message -----

From: **Sherry Adams** <sadams@burnetcountytexas.org>
Date: Fri, Jan 30, 2026 at 2:00 PM
Subject: Fwd: watchguard invoices
To: Joshua Swain <jswain@burnetsheriff.com>, Mike Sorenson <msorenson@burnetsheriff.com>

Just wanted to follow up on approval for the following invoices. I received the approvals for the two invoices to close out PO 26-1056, but still need these two.

1411190955
1162420644

Thank you.

----- Forwarded message -----

From: **Sherry Adams** <sadams@burnetcountytexas.org>
Date: Thu, Jan 22, 2026 at 1:30 PM
Subject: Re: watchguard invoices
To: Mike Sorenson <msorenson@burnetsheriff.com>
Cc: Joshua Swain <jswain@burnetsheriff.com>

Good Afternoon.

Please approve the attached invoices for payment.

1411190955
1162420644

Thank you.

On Thu, Jan 22, 2026 at 12:30 PM Mike Sorenson <msorenson@burnetsheriff.com> wrote:

| Do you want me to sign the invoice ? I don't have it if that's what you want

--
Sherry Adams
Burnet County Auditor's Office

--
Sherry Adams
Burnet County Auditor's Office

—
Sherry Adams
Burnet County Auditor's Office

—
Donna S. Fritsch
Executive Assistant

Office of
Calvin Boyd, Sheriff
Burnet County Sheriff's Office
1601 East Polk / P.O. Box 1249
Burnet, Texas 78611
512-756-8080 ext. 23060
512-756-0033 Fax



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 1162420644	Transaction Date 30-APR-2025	Transaction Total 1,950.00 USD
P.O. Number	P.O. Date	Customer Account No 1035014167
Payment Terms Net Due in 30 Days	Payment Due Date 30-MAY-2025	

Visit our website at www.motorolasolutions.com**Bill To Address**

BURNET COUNTY SHERIFF DEPT
 ATTN: Accounts Payable
 1601 E POLK
 BURNET TX 78611
 United States

Ship To Address

BURNET COUNTY SHERIFF DEPT
 1601 E POLK
 BURNET TX 78611
 United States

IMPORTANT INFORMATION

Sales Order(s): USS102146718

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: SERVICE FROM 29-APR-2025 TO 28-APR-2026

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	WGP02400-510	VIDEOMANAGER EL, IN-CAR VIDEO SYSTEM ANNUAL LICENSE	5	195.00	975.00
2	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE	5	195.00	975.00
USD Subtotal					1,950.00
USD Total Tax					0.00
USD Total					1,950.00
USD Amount Due					1,950.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 1162420644	Customer Account No 1035014167	Payment Due Date 30-MAY-2025
----------------------------------	-----------------------------------	---------------------------------

Transaction Total 1,950.00 USD	Amount Paid
--	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BURNET COUNTY SHERIFF DEPT
 ATTN: Accounts Payable
 1601 E POLK
 BURNET TX 78611
 United States

Payment Transfer Details

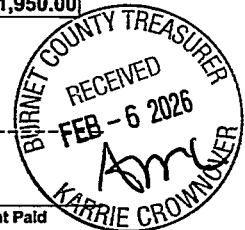
CHICAGO
 WIRE Routing Transit Number: 026009593
 ACH/EFT Routing Transit Number: 111000012
 SWIFT: BOFAUS3N
 Bank Account No: 3756319819

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 13104 Collections Center Drive
 Chicago IL 60693
 United States
 Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

P.O. #	NA
Acct. #	100-5600-4000
Audit	SN
Input	



2
20 2 1
24

2
2



Sherry Adams <sadams@burnetcountytexas.org>

watchguard invoices

5 messages

Mike Sorenson <msorenson@burnetsheriff.com>
To: Sherry Adams <sadams@burnetcountytexas.org>

Thu, Jan 22, 2026 at 12:29 PM

Do you want me to sign the invoice ? I don't have it if that's what you want

Sherry Adams <sadams@burnetcountytexas.org>
To: Mike Sorenson <msorenson@burnetsheriff.com>
Cc: Joshua Swain <jswain@burnetsheriff.com>

Thu, Jan 22, 2026 at 1:30 PM

Good Afternoon.
Please approve the attached invoices for payment.

1411190955
1162420644

Thank you.

On Thu, Jan 22, 2026 at 12:30 PM Mike Sorenson <msorenson@burnetsheriff.com> wrote:
| Do you want me to sign the invoice ? I don't have it if that's what you want

—
Sherry Adams
Burnet County Auditor's Office

2 attachments

 **1411190955.pdf**
44K

 **1162420644.pdf**
28K

Sherry Adams <sadams@burnetcountytexas.org>
To: Joshua Swain <jswain@burnetsheriff.com>, Mike Sorenson <msorenson@burnetsheriff.com>

Fri, Jan 30, 2026 at 2:00 PM

Just wanted to follow up on approval for the following invoices. I received the approvals for the two invoices to close out PO 26-1056, but still need these two.

1411190955
1162420644
Thank you.

----- Forwarded message -----
From: **Sherry Adams** <sadams@burnetcountytexas.org>
Date: Thu, Jan 22, 2026 at 1:30 PM
Subject: Re: watchguard invoices
To: Mike Sorenson <msorenson@burnetsheriff.com>
Cc: Joshua Swain <jswain@burnetsheriff.com>

Good Afternoon.
Please approve the attached invoices for payment.

1411190955
1162420644

Thank you.

On Thu, Jan 22, 2026 at 12:30 PM Mike Sorenson <msorenson@burnetsheriff.com> wrote:
| Do you want me to sign the invoice ? I don't have it if that's what you want

Sherry Adams
Burnet County Auditor's Office

-

Sherry Adams
Burnet County Auditor's Office

2 attachments

 **1411190955.pdf**
44K

 **1162420644.pdf**
28K

Sherry Adams <sadams@burnetcountytexas.org>
To: Donna Fritsch <dfritsch@burnetsheriff.com>
Cc: Mike Sorenson <msorenson@burnetsheriff.com>

Fri, Feb 6, 2026 at 10:07 AM

Donna,

The invoices attached are needing formal approval. If there is an issue please let me know. They are marked on the statement you sent over. I am still working on the invoice that does not belong and will update you as soon as possible.

Thanks.

----- Forwarded message -----

From: **Sherry Adams** <sadams@burnetcountytexas.org>
Date: Fri, Jan 30, 2026 at 2:00 PM
Subject: Fwd: watchguard invoices
To: Joshua Swain <jswain@burnetsheriff.com>, Mike Sorenson <msorenson@burnetsheriff.com>

Just wanted to follow up on approval for the following invoices. I received the approvals for the two invoices to close out PO 26-1056, but still need these two.

1411190955

1162420644

Thank you.

----- Forwarded message -----

From: **Sherry Adams** <sadams@burnetcountytexas.org>
Date: Thu, Jan 22, 2026 at 1:30 PM
Subject: Re: watchguard invoices
To: Mike Sorenson <msorenson@burnetsheriff.com>
Cc: Joshua Swain <jswain@burnetsheriff.com>

Good Afternoon.

Please approve the attached invoices for payment.

1411190955

1162420644

Thank you.

On Thu, Jan 22, 2026 at 12:30 PM Mike Sorenson <msorenson@burnetsheriff.com> wrote:

| Do you want me to sign the invoice ? I don't have it if that's what you want

-

Sherry Adams
Burnet County Auditor's Office

-

Sherry Adams
Burnet County Auditor's Office

-

Sherry Adams

Burnet County Auditor's Office

3 attachments 1411190955.pdf
44K 1162420644.pdf
28K Motorola Statement 1-14-2026.pdf
354K

Donna Fritsch <dfritsch@burnetsheriff.com>
To: Sherry Adams <sadams@burnetcountytexas.org>
Cc: Mike Sorenson <msorenson@burnetsheriff.com>

[Fri, Feb 6, 2026 at 11:27 AM

[These are all approved.

Thanks for all you are doing to get this taken care of.

Respectfully,

On Fri, Feb 6, 2026 at 10:07 AM Sherry Adams <sadams@burnetcountytexas.org> wrote:

Donna,
The invoices attached are needing formal approval. If there is an issue please let me know. They are marked on the statement you sent over. I am still working on the invoice that does not belong and will update you as soon as possible.
Thanks.

----- Forwarded message -----

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Date: Fri, Jan 30, 2026 at 2:00 PM
Subject: Fwd: watchguard invoices
To: Joshua Swain <jswain@burnetsheriff.com>, Mike Sorenson <msorenson@burnetsheriff.com>

Just wanted to follow up on approval for the following invoices. I received the approvals for the two invoices to close out PO 26-1056, but still need these two:

1411190955

1162420644

Thank you.

----- Forwarded message -----

From: **Sherry Adams** <sadams@burnetcountytexas.org>
Date: Thu, Jan 22, 2026 at 1:30 PM
Subject: Re: watchguard invoices
To: Mike Sorenson <msorenson@burnetsheriff.com>
Cc: Joshua Swain <jswain@burnetsheriff.com>

Good Afternoon.

Please approve the attached invoices for payment.

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1162420644

Thank you.

On Thu, Jan 22, 2026 at 12:30 PM Mike Sorenson <msorenson@burnetsheriff.com> wrote:

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—
Sherry Adams
Burnet County Auditor's Office

—
Sherry Adams
Burnet County Auditor's Office

Sherry Adams
Burnet County Auditor's Office

Donna S. Fritsch
Executive Assistant

Office of
Calvin Boyd, Sheriff
Burnet County Sheriff's Office
1601 East Polk / P.O. Box 1249
Burnet, Texas 78611
512-756-8080 ext. 23060
512-756-0033 Fax



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

21.

Meeting Date: 03/10/2026

Subject

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

Attachments

RB3 OT



THE COUNTY OF BURNET
BURNET, TEXAS 78611

FY 2026

DATE: March 10, 2026
(Commissioners Court Date)

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

FROM: Chad Collier

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

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>LINE ITEM#</u>	<u>AMOUNT</u>
FROM:	330	OPERATING SUPPLIES	330-6130-3300	\$ (1,000.00)
TO:	330	OVERTIME	330-6130-1990	\$ 1,000.00

REASON: To cover additional overtime expenses from the 2025 HHW event and 2026 freeze

DEPARTMENT HEAD

AUDITOR'S OFFICE

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

22.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action for the authorization of payment of claims previously approved by the Burnet County Auditor.

a. Expense Reports
(Wilson)

Attachments

Expense Approval Register



Burnet County, TX

Expense Approval Register

et: AP 25381 - PAID CLAIMS CC 3.10.26 (1st PKT)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
TEXAS ASSOC OF COUNTIES	273019/270	03/10/2026	NDEP- TAC ANNUAL COUNTY...	100-4090-4910	1,360.00
AMAZON CAPITAL SERVICES, ...	141L-7RFP-494H	03/10/2026	DIST ATT- SUPPLIES FOR LLA...	100-4850-3300	351.11
AMAZON CAPITAL SERVICES, ...	1C61-FTHY-4VM3	03/10/2026	IT- KEYSTONE JACKS WALL P...	100-5040-4520	70.49
WINGMAN OIL CHANGE	269746	03/10/2026	SO-FULL SVC OIL CHG	100-5600-4510	66.00
WINGMAN OIL CHANGE	269766	03/10/2026	SO-SYN OIL CHG	100-5600-4510	66.00
O'REILLY AUTOMOTIVE INC	0636-179991	03/10/2026	SO-PAPER-WIPER BLADES	100-5600-4510	59.71
THIRD COAST DISTRIBUTING ...	722996	03/10/2026	SO-DEX COOLANT	100-5600-4510	8.69
WINGMAN OIL CHANGE	270132	03/10/2026	SO-SYN OIL CHG	100-5600-4510	108.50
WINGMAN OIL CHANGE	270185	03/10/2026	SO-SYN OIL CHG	100-5600-4510	108.50
THIRD COAST DISTRIBUTING ...	724415	03/10/2026	SO-DIESEL ANTI-GEL	100-5600-4510	21.59
WINGMAN OIL CHANGE	270315	03/10/2026	SO-FULL SVCS OIL CHG	100-5600-4510	113.00
WINGMAN OIL CHANGE	270384	03/10/2026	SO-FULL SVC OIL CHG	100-5600-4510	66.00
AMAZON CAPITAL SERVICES, ...	17VC-N7JX-JHTN	03/10/2026	SO-UNIFORMS, COMBAT TA...	100-5600-3300	118.65
SAFELITE FULFILLMENT LLC	03682-000185	03/10/2026	SO- REPLACE WINDSHILD ON...	100-5600-4510	1,163.34
BELL COUNTY CLERK	26CMI00077	03/10/2026	CCRT-CHRISTOPHER WARD	100-4260-4150	300.00
HILL COUNTRY TIRE & AUTO ...	88978	03/10/2026	CNST#2-2 TIRES FOR TAHOE	100-5520-4510	437.70
WINGMAN OIL CHANGE	270542	03/10/2026	SO-FULL SVC OIL CHG	100-5600-4510	66.00
WINGMAN OIL CHANGE	270569	03/10/2026	SO-FULL SVC OIL CHG	100-5600-4510	66.00
VR SYSTEMS, INC	9258	03/10/2026	ELECT- ANNUAL MAINTENAC...	100-4900-4540	14,906.00
MELISSA MCCLURE	56458 1/31/26	03/10/2026	JSVC-CALDER/BERNAL 1/1-1/...	100-4360-4182	352.50
MELISSA MCCLURE	56626	03/10/2026	JSVC-EVANS 1/1-1/31/26	100-4360-4183	82.50
MELISSA MCCLURE	56782 1/31/26	03/10/2026	JSVC-WALKER 1/1-1/31/26	100-4360-4181	457.50
MELISSA MCCLURE	57055 1/31/26	03/10/2026	JSVC-BROOKS 1/1-1/31/26	100-4360-4181	90.00
MELISSA MCCLURE	57362 1/31/26	03/10/2026	JSVC-JOHNSON 1/1-1/31/26	100-4360-4181	7.50
MELISSA MCCLURE	57998 1/31/26	03/10/2026	JSVC-VALDEZ 1/1-1/31/26	100-4360-4181	435.00
MELISSA MCCLURE	58687 1/31/26	03/10/2026	JSVC-CHAPMAN 1/1-1/31/26	100-4360-4181	787.50
MELISSA MCCLURE	58795 1/31/26	03/10/2026	JSVC-SWENSON/ECKERT 1/1-...	100-4360-4181	667.50
MELISSA MCCLURE	59178	03/10/2026	JSVC-COZBY 1/1-1/31/26	100-4360-4182	90.00
WINGMAN OIL CHANGE	269304	03/10/2026	SO-SYN OIL CHG	100-5600-4510	108.50
GT DISTRIBUTORS, INC.	UNIV0088204	03/10/2026	SO-STAFF SGT CHEVRONS RE...	100-5600-4820	1,048.00
HILL COUNTRY AWARDS & T...	3216	03/10/2026	CJ-3 PLACQUES (GG)(LR)(JT)	100-4000-3300	94.50
HILL COUNTRY SPRINGS	705915	03/10/2026	CATTY-WTR SVC 3/5 GAL 11/...	100-4750-3300	34.99
THIRD COAST DISTRIBUTING ...	720695	03/10/2026	SO-COOLANT	100-5600-4510	17.54
HILL COUNTRY SPRINGS	747286	03/10/2026	CATTY-WTR SVC 3/5 GAL 12/...	100-4750-3300	52.99
AMAZON CAPITAL SERVICES, ...	1RVP-X7CC-7FVQ	03/10/2026	CCAL- INK FOR XEROX B230 ...	100-4250-3300	195.88
CITY OF BURNET	INV10375	03/10/2026	IT- CITY OF BURNET POLE RE...	100-5040-4610	447.58
VIRGINIA BUNTING	1074	03/10/2026	JSVC-55035 SHAD EVANS	100-4360-4840	4,108.00
DARYL R. COFFEY	2/12/26	03/10/2026	CCL-MLG/SVC 2/12/26	100-4250-4250	950.50
CENTURYLINK	772503091 A	03/10/2026	MISC FEES 2/12/26	100-4090-4200	0.20
CLEMENTS-WILCOX FUNERAL...	2/13/26	03/10/2026	JP3-DAPHNE HARDY	100-4090-4050	895.00
KEVIN HENDERSON	2/14/26	03/10/2026	CCL-MLG/LDG/SVC 4/4-11/1...	100-4250-4250	4,179.02
NET SOLUTIONS AND SECURI...	64867	03/10/2026	SO- DATA TRANSMISSION FO...	100-5600-4520	100.00
O'REILLY AUTOMOTIVE INC	0636-186159	03/10/2026	SO-2PK KEYLESS	100-5600-4510	12.99
AMAZON CAPITAL SERVICES, ...	1PDN-FPN7-4KKM	03/10/2026	SO- SUPPLIES	100-5600-3300	202.45
AMAZON CAPITAL SERVICES, ...	1QG9-FWY-4PP1	03/10/2026	AGRI- TIMBOOTECH WIRELE...	100-6650-3300	59.99
TEXAS A&M AGRILIFE EXTENS..	E602221	03/10/2026	AGRILIFE- REPLACE COMPUT...	100-4090-5750	763.75
INTERSTATE BATTERIES	50035465	03/10/2026	MAINT-HERMAN BROWN LIB...	100-5100-3300	83.80
HILL COUNTRY SPRINGS	800302	03/10/2026	JP2-WTR SVC 1/3 GAL	100-4520-3300	11.99
SHI-GOVERNMENT SOLUTIO...	GB00583052	03/10/2026	IT- DELL PART PRO SLIM QCS...	100-5040-5750	4,465.22
CONDOR DOCUMENT SERVI...	LDA21326	03/10/2026	DA LLANO-SHREDDING SVCS ...	100-1150-1000	50.00
JENNIFER BUNTING	2/18/26	03/10/2026	DCRT-MLG JAN 26	100-4350-4250	223.30
TEXAS COMMISSION ON LAW..	2/18/26	03/10/2026	SO- INSTRUCTOR CERT RAN...	100-5600-4270	35.00
LLANO STATION AUTOMOTI...	19679	03/10/2026	DA- OIL CHANGE FOR TAHOE	100-4850-4520	86.50

Expense Approval Register

Packet: AP 25381 - PAID CLAIMS CC 3.10.26 (1st PKT)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLTON RIPLEY	2/19/26	03/10/2026	AGRI-REIMB MLS SAN ANTO...	100-6650-4250	70.02
HILL COUNTRY SPRINGS 029...	802627	03/10/2026	PDEF/LLANO-WTR SVC 3/5G...	100-4800-3100	57.24
GREGORY HARRIS	2/2/26	03/10/2026	IT-REIMB BOLT J HOOKS	100-5040-3300	34.96
TEXAS ASSOC OF COUNTIES	NRDD-0013002	03/10/2026	FY26 CLAIM PO20254069-1 9...	100-4090-4090	785.00
DEPARTMENT OF INFORMAT...	26001357N-A	03/10/2026	NDEP-SVC 1/1-1/31/26	100-4090-4200	103.89
DEPARTMENT OF INFORMAT...	26011357N	03/10/2026	SO-SVC 1/1-1/31/26	100-5600-4200	859.50
AMAZON CAPITAL SERVICES, ...	14XX-4RW4-MVRR	03/10/2026	DA- SUPPLIES	100-4850-3300	116.72
AMAZON CAPITAL SERVICES, ...	16NW-WYP1-MQLL	03/10/2026	NDEP- WHITE ERASERS	100-4090-3090	18.36
AMAZON CAPITAL SERVICES, ...	1VG4-G6KH-1WWF	03/10/2026	JP2- OFFICE SUPPLIES	100-4520-3300	202.04
STEVEN R. WITTEKIEND	2/23/26 UNFILED	03/10/2026	JSVC-SHAWN ALLARD	100-4360-4160	375.00
SHAWN PETTERSEN	2/23/26	03/10/2026	SO-MLS HARRIS CO TRNG 3/...	100-5600-4270	91.00
MARBLE FALLS AREA EMS,INC	2954	03/10/2026	AMBULANCE CONTRACT MA...	100-5400-4000	40,051.77
MARIEL KELLEY	2/25/26	03/10/2026	CATTY-MLG 10/30-11/14/25	100-4750-4010	154.00
MADISON HARDEE	2/25/26	03/10/2026	CATTY-MLG 10/30-11/14/25	100-4750-4010	112.00
ORENDA CHISM	2/25/26	03/10/2026	CATTY-MLS/MLG HILL COUN...	100-4750-4250	221.46
AGATA VANA	2/25/26	03/10/2026	CATTY-MLS/MLG HILL COUN...	100-4750-4250	221.46
TAMARA TINNEY	2/25/26	03/10/2026	MAG-MLG MFPD TRNG 1/20...	100-5010-4270	39.53
MENTALIX	14186	03/10/2026	SO- LIVE SCAN PK & MAINT...	100-5600-4520	3,410.00
TDCAA	285203	03/10/2026	DA- MEMBERSHIP DUES COX...	100-4850-4270	75.00
TDCAA	285203A	03/10/2026	DA- MEMBERSHIP DUES COX...	100-4850-4270	85.00
TDCAA	285203B	03/10/2026	DA- MEMBERSHIP DUES COX...	100-4850-4270	75.00
TDCAA	285203C	03/10/2026	DA- MEMBERSHIP DUES COX...	100-4850-4270	100.00
TDCAA	285203D	03/10/2026	DA- MEMBERSHIP DUES COX...	100-4850-4270	85.00
SAFELITE FULFILLMENT LLC	03682-227	03/10/2026	SO- REPLACE WINDSHIELD 24...	100-5600-4510	811.36
MADLINE PARKER	2/4/26	03/10/2026	COLLECT-REIMB MLG/MLS S...	100-4980-4270	155.89
DANA SAFETY SUPPLY	999047	03/10/2026	SO- FED SIG RIL CORNER LED ...	100-5600-3300	96.00
LLANO STATION AUTOMOTI...	19529	03/10/2026	DA- OIL CHANGE FOR DODGE...	100-4850-4520	80.55
LOFTIS AUTO SERVICE & REP...	35652	03/10/2026	DA- OIL CHANGE 2 FORD EX...	100-4850-4520	38.36
HILL COUNTRY TIRE & AUTO ...	89017	03/10/2026	SO-UN#193 TIRES,DISPOSAL...	100-5600-4510	874.90
HILL COUNTRY TIRE & AUTO ...	89018	03/10/2026	SO-UN#1910 SYN OIL CHG,R...	100-5600-4510	99.28
TIMECLOCK PLUS BY DATA ...	INV00466057	03/10/2026	HR-TIMECLOCK OVR LIC FEE ...	100-5040-4540	210.00
LOFTIS AUTO SERVICE & REP...	35655	03/10/2026	DA- OIL CHANGE 2 FORD EX...	100-4850-4520	149.64
LOFTIS AUTO SERVICE & REP...	35657	03/10/2026	DA- OIL CHANGE 2 FORD EX...	100-4850-4520	115.31
LISA C. GREENWALT	8424	03/10/2026	JSVC-CPS DOCKET OCT-JAN	100-4360-4140	2,758.35
LISA C. GREENWALT	8433	03/10/2026	JSVC-PROF SVCS 11/14/25-2...	100-4360-4140	2,583.00
HILL COUNTRY TIRE & AUTO ...	89024	03/10/2026	SO-UN#231 TWO TIRES,DISP...	100-5600-4510	486.72
Fund 100 - GENERAL Total:					96,458.28
Fund: 140 - ECONOMIC DEVELOPMENT					
J BAR ENTERPRISES, LLC	INV/2026/1873	03/10/2026	SLVR CRK SVC 2/8-3/7/26	140-6600-4610	280.00
Fund 140 - ECONOMIC DEVELOPMENT Total:					280.00
Fund: 180 - RESTRICTED					
CENTURYLINK	772503091	03/10/2026	VETRIDES-LD CHRGS	180-4082-4210	1.40
RUBEN LASTLY JR.	38134	03/10/2026	VETRIDE- OIL CHANGE VAN#7...	180-4082-4510	20.27
Fund 180 - RESTRICTED Total:					21.67
Fund: 200 - LIBRARY SYSTEM					
ODP BUSINESS SOLUTIONS, L...	455825872001	03/10/2026	MF LIB- INK CARTRIDGES	200-6500-3300	586.33
SCHALEAN DRUELL	2/11/26	03/10/2026	BL-MLG 1/7-2/11/26	200-6500-4250	63.80
SHI-GOVERNMENT SOLUTIO...	GB00582871	03/10/2026	BERT LIB- MICRSOFT LAPTOP	200-6500-5750	2,377.00
Fund 200 - LIBRARY SYSTEM Total:					3,027.13
Fund: 201 - HERMAN - BROWN LIBRARY (Donation Acct)					
AMAZON CAPITAL SERVICES, ...	1PDN-VPN7-7JGR	03/10/2026	HBL- BOOKS AND SUPPLIES	201-6500-3300	424.61
Fund 201 - HERMAN - BROWN LIBRARY (Donation Acct) Total:					424.61
Fund: 202 - FRIENDS OF THE LIBRARY					
INGRAM LIBRARY SERVICES	93459609	03/10/2026	HBL- BOOKS	202-6500-1900	237.30
INGRAM LIBRARY SERVICES	93459610	03/10/2026	HBL- BOOKS	202-6500-1900	207.14
INGRAM LIBRARY SERVICES	94170800	03/10/2026	HBL- BOOKS	202-6500-1900	8.84
INGRAM LIBRARY SERVICES	94170801	03/10/2026	HBL- BOOKS	202-6500-1900	23.74
INGRAM LIBRARY SERVICES	94241570	03/10/2026	HBL- ADULT, LARGE PRINT, ...	202-6500-1900	104.09
INGRAM LIBRARY SERVICES	94241571	03/10/2026	HBL- ADULT, LARGE PRINT, ...	202-6500-1900	154.65

Expense Approval Register

Packet: AP 25381 - PAID CLAIMS CC 3.10.26 (1st PKT)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WORLD BOOK INC	ARI0014854	03/10/2026	HBL- ANNUAL RENEWAL FOR...	202-6500-1900	2,854.65
AMAZON CAPITAL SERVICES, ...	176W-G3FN-4J4V	03/10/2026	HBL- BOOKS AND SUPPLIES	202-6500-1900	47.69
AMAZON CAPITAL SERVICES, ...	1JYJ-HXQ4-4FYG	03/10/2026	HBL- BOOKS	202-6500-1900	16.58
Fund 202 - FRIENDS OF THE LIBRARY Total:					3,654.68
Fund: 270 - COUNTY JAIL					
THIRD COAST DISTRIBUTING ...	726162	03/10/2026	JAIL-ALLEN WRENCHES	270-5120-3300	46.95
FRONTIER	2/13/26	03/10/2026	JAIL-LOCAL SVC 2/13-3/12/26	270-5120-4200	1,374.53
AMAZON CAPITAL SERVICES, ...	1NQH-NCNH-3P77	03/10/2026	JAIL- LIGHT FOR MAINTENAN...	270-5120-3450	110.19
AMAZON CAPITAL SERVICES, ...	1QVD-RPQV-7NNL	03/10/2026	JAIL- TOWELS FOR CAR WASH..	270-5120-3300	75.57
FERGUSON ENTERPRISES, INC	3037956	03/10/2026	JAIL- CONNECTIONS FOR NE...	270-5120-3450	709.17
SYDAPTIC INC	5017	03/10/2026	JAIL- MASTER CONTROL SPE...	270-5120-3990	775.00
AUSTIN DENTAL CARES	90128	03/10/2026	IMED-KYLER ALLEN (LLANO)	270-5120-4120	187.00
ELLIOTT ELECTRIC	36-67182-01	03/10/2026	JAIL- LIGHT PROJECT	270-5120-3450	79.47
AMAZON CAPITAL SERVICES, ...	1GGM-4CWN-677Q	03/10/2026	JAIL- CHAIR MATS	270-5120-3450	66.77
I-CON SYSTEMS, INC.	SI010268	03/10/2026	JAIL- SOLENOIDS FOR WATER...	270-5120-3450	1,215.43
Fund 270 - COUNTY JAIL Total:					4,640.08
Fund: 290 - GRANTS					
RUBEN LASTLY JR.	38129	03/10/2026	VETRIDE- OIL CHANGE DODG...	290-4052-4510	65.00
RUBEN LASTLY JR.	38134	03/10/2026	VETRIDE- OIL CHANGE VAN#7..	290-4052-4510	49.73
Fund 290 - GRANTS Total:					114.73
Fund: 291 - GRANT-HOT ATTF					
CHRISTIAN BROTHERS AUT...	100509	03/10/2026	HATTF- OIL CHANGE	291-5784-4510	433.58
O'REILLY AUTOMOTIVE INC	4440-132915	03/10/2026	HOTTAF- WIPERS AND WIPER..	291-5784-4510	34.27
Fund 291 - GRANT-HOT ATTF Total:					467.85
Fund: 300 - R & B, GENERAL					
DOGGETT FREIGHTLINER OF ...	R105027781-01	03/10/2026	RB1-REPAIR DIST. TRUCK UNI...	300-6100-4510	3,756.03
Fund 300 - R & B, GENERAL Total:					3,756.03
Fund: 310 - R & B, PCT #1					
CNC TRUCK SERVICES LLC	1730	03/10/2026	RB1- REPAIR INJECTOR SHIEL...	310-6110-4510	2,994.78
WAYNES AUTOMOTIVE & TI...	38312	03/10/2026	RB1-TRUCK REPAIR	310-6110-4510	1,100.07
EWALD KUBOTA INC	IE05208	03/10/2026	RB1-GREASE FITTINGS	310-6110-4510	27.59
ASPHALT PATCH ENTERPRISE,...	803268	03/10/2026	RB1- COAL LAY FOR VARIOUS...	310-6110-3300	2,096.54
Fund 310 - R & B, PCT #1 Total:					6,218.98
Fund: 320 - R & B, PCT #2					
MICRO DISTRIBUTING II, LTD	1374036-D	03/10/2026	RB2-DRUG TEST COLLECTION	320-6120-3300	12.50
RDO EQUIPMENT CO	P4740123	03/10/2026	RB2 - 2 SETS OF CUTTING ED...	320-6120-4510	1,887.76
JOHNSON SEWELL FORD LIN...	957861	03/10/2026	RB2-OIL CHANGE,BATTERY,...	320-6120-4510	470.14
FRONTIER	2/13/26	03/10/2026	RB2-LOCAL SVC 2/13-3/12/26	320-6120-4200	97.82
AMAZON CAPITAL SERVICES, ...	1L7Q-CDL4-36K7	03/10/2026	RB2- ENZYME FUEL TREATM...	320-6120-3300	305.74
AMAZON CAPITAL SERVICES, ...	1VPT-3X1T-3MLH	03/10/2026	RB2- DRILL AND SOCKET SET	320-6120-3300	73.68
CDW GOVERNMENT, INC.	AH85F9Q	03/10/2026	RB2- MS SURFACE LAPTOP 7...	320-6120-5750	2,553.20
BRAUNTEX MATERIALS, INC	182957	03/10/2026	RB2- 400 TONS COAL MIX CT...	320-6120-3300	33,759.48
Fund 320 - R & B, PCT #2 Total:					39,160.32
Fund: 330 - R & B, PCT #3					
STAR PROPANE INC	424807	03/10/2026	RB3-PROPANE 131.5 GAL	330-6130-3300	391.61
EARLS LUBE AND TIRES	77264	03/10/2026	RB3-FULL SVC OIL CHG	330-6130-4510	144.95
STAR PROPANE INC	434015	03/10/2026	RB3-PROPANE 161.7 GAL	330-6130-3300	480.40
MICRO DISTRIBUTING II, LTD	1374036-D	03/10/2026	RB3-DRUG TEST COLLECTION	330-6130-3300	25.00
JUSTIN HOLIFIELD	2/10/26	03/10/2026	RB3-REIMB BOOTS	330-6130-4820	130.00
WAY LATE ICE LLC	11253	03/10/2026	RB3- ICE FOR SHOP	330-6130-3300	273.00
AMAZON CAPITAL SERVICES, ...	1MV6-3D4P-4HHY	03/10/2026	RB3- STORAGE CABINET	330-6130-3300	182.98
DUSTIN O'DANIEL	2/20/26	03/10/2026	RB3-REIMB CARHARTT PANTS	330-6130-4820	70.35
SAN SABA FIRE SAFETY EQUI	051341	02/24/2026	RB3- INSPECTION ON FIRE EX...	330-6130-4010	1,306.50
THIRD COAST DISTRIBUTING ...	725433	03/10/2026	RB3- BATTERIES FOR GRINDER	330-6130-3300	269.99
TEXAS MATERIALS GROUP, I...	201637741	03/10/2026	RB3-HOT MIX FOR CR 328	330-6130-3300	7,548.85
BRAUNTEX MATERIALS, INC	182957	03/10/2026	RB3- COAL MIX FOR PATCHI...	330-6130-3300	8,564.28
Fund 330 - R & B, PCT #3 Total:					19,387.91

Expense Approval Register

Packet: AP 25381 - PAID CLAIMS CC 3.10.26 (1st PKT)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 340 - R & B, PCT #4					
FRANICH ENTERPRISES	8281	03/10/2026	RB4-NEW TIRE UNIT #414	340-6140-4510	315.00
MICRO DISTRIBUTING II, LTD	1374036-D	03/10/2026	RB4-DRUG TEST COLLECTION	340-6140-3300	12.50
FORD & CREW HOME & HAR...	32729/1	03/10/2026	RB4- CONCRETE DRILL BIT	340-6140-3300	15.99
TRIPLE F EQUIPMENT MAINT...	1313	03/10/2026	RB4- UNIT 440 BRAKE	340-6140-4510	868.35
TEXAS CORRUGATORS, INC	IN030397	03/10/2026	RB4-TIN HORNS FOR CR 405	340-6140-3300	4,246.00
PATHMARK TRAFFIC PRODU...	26295	03/10/2026	RB4+- SIGNS FRO RD 409B	340-6140-3300	409.50
Fund 340 - R & B, PCT #4 Total:					5,867.34
Fund: 850 - HRA					
MARY SEAMAN	2/20/26	03/10/2026	HRA REIMB (CS) FY 26	850-6950-4165	500.00
BRETT POAGE	2/24/26	03/10/2026	HRA BENEFIT FY26	850-6950-4165	500.00
Fund 850 - HRA Total:					1,000.00
Fund: 990 - PAYROLL					
AFLAC	907972	03/10/2026	A2B75 FEB 26	990-2070-2430	5,281.34
GEN DIGITAL, INC.	10010663340	03/10/2026	#1001063340 FEB 26	990-2070-2985	61.45
TEXAS LIFE INSURANCE COM...	SM0EL520260211001	03/10/2026	SM0EL5 FEB 26	990-2070-2360	232.46
NEW YORK LIFE INSURANCE	2/23/26	03/10/2026	NYL #006923528 FEB 2026	990-2070-2350	35.00
TRANSAMERICA LIFE INS	2505958535	03/10/2026	G000012593 FEB 26	990-2070-2450	11.60
AMERICAN FIDELITY ASSURA...	D943115	03/10/2026	#95528 FEB 26	990-2070-2460	705.66
Fund 990 - PAYROLL Total:					6,327.51
Grand Total:					190,807.12

Fund Summary

Fund	Expense Amount
100 - GENERAL	96,458.28
140 - ECONOMIC DEVELOPMENT	280.00
180 - RESTRICTED	21.67
200 - LIBRARY SYSTEM	3,027.13
201 - HERMAN - BROWN LIBRARY (Donation Acct)	424.61
202 - FRIENDS OF THE LIBRARY	3,654.68
270 - COUNTY JAIL	4,640.08
290 - GRANTS	114.73
291 - GRANT-HOT ATTF	467.85
300 - R & B, GENERAL	3,756.03
310 - R & B, PCT #1	6,218.98
320 - R & B, PCT #2	39,160.32
330 - R & B, PCT #3	19,387.91
340 - R & B, PCT #4	5,867.34
850 - HRA	1,000.00
990 - PAYROLL	6,327.51
Grand Total:	190,807.12

Account Summary

Account Number	Account Name	Expense Amount
100-1150-1000	ACCOUNTS RECEIVABLE	50.00
100-4000-3300	OPERATING SUPPLIES	94.50
100-4090-3090	CENTRAL SUPPLIES	18.36
100-4090-4050	AUTOPSIES	895.00
100-4090-4090	INSURANCE	785.00
100-4090-4200	TELEPHONE EQUIP/SERV...	104.09
100-4090-4910	ASSOCIATION DUES	1,360.00
100-4090-5750	MACH/EQUIP (INVENTO...	763.75
100-4250-3300	OPERATING SUPPLIES	195.88
100-4250-4250	VISITING JUDGE TRAVEL	5,129.52
100-4260-4150	MENTAL EVAL/JUD SVCS	300.00
100-4350-4250	TRAVEL/MILEAGE	223.30
100-4360-4140	COURT REPORTER SERVI...	5,341.35
100-4360-4160	COURT APPT ATT-CRIMI...	375.00
100-4360-4181	COURT APPT ATT-CPS (C...	2,445.00
100-4360-4182	COURT APPT ATT-CPS (C...	442.50
100-4360-4183	CPS (NON CUSTODIAL)	82.50
100-4360-4840	APPEAL RECORDS	4,108.00
100-4520-3300	OPERATING SUPPLIES	214.03
100-4750-3300	OPERATING SUPPLIES	87.98
100-4750-4010	PROFESSIONAL SERVICES	266.00
100-4750-4250	TRAVEL/MILEAGE	442.92
100-4800-3100	OFFICE SUPPLIES	57.24
100-4850-3300	OPERATING SUPPLIES	467.83
100-4850-4270	CONFERENCE/DUES/TRA...	420.00
100-4850-4520	REPAIR & MAINTENANCE	470.36
100-4900-4540	SUPPORT /LICENSING FE...	14,906.00
100-4980-4270	CONFERENCE/DUES/TRA...	155.89
100-5010-4270	CONFERENCE/DUES/TRA...	39.53
100-5040-3300	OPERATING SUPPLIES	34.96
100-5040-4520	REPAIR & MAINTENANCE	70.49
100-5040-4540	SUPPORT/LICENSING FE...	210.00
100-5040-4610	EQUIPMENT RENTAL	447.58
100-5040-5750	TECHNOLOGY EQUIPME...	4,465.22
100-5100-3300	OPERATING SUPPLIES	83.80
100-5400-4000	CONTRACT SERVICES	40,051.77
100-5520-4510	VEHICLE REPAIR & MAINT	437.70
100-5600-3300	OPERATING SUPPLIES	417.10
100-5600-4200	TELEPHONE/CELL/MOBI...	859.50

Account Summary

Account Number	Account Name	Expense Amount
100-5600-4270	CONFERENCE/DUES/TRA...	126.00
100-5600-4510	VEHICLE REPAIR & MAINT	4,324.62
100-5600-4520	REPAIR & MAINTENANCE	3,510.00
100-5600-4820	UNIFORMS	1,048.00
100-6650-3300	OPERATING SUPPLIES	59.99
100-6650-4250	TRAVEL/MILEAGE	70.02
140-6600-4610	EQUIPMENT RENTAL	280.00
180-4082-4210	TOLL FREE NUMBER	1.40
180-4082-4510	VEHICLE REPAIR & MAINT	20.27
200-6500-3300	OPERATING SUPPLIES	586.33
200-6500-4250	TRAVEL/MILEAGE	63.80
200-6500-5750	MACH/EQUIP (INVENTO...	2,377.00
201-6500-3300	OPERATING SUPPLIES	424.61
202-6500-1900	RSV FRIENDS	3,654.68
270-5120-3300	OPERATING SUPPLIES	122.52
270-5120-3450	MAINTENANCE SUPPLIES...	2,181.03
270-5120-3990	SECURITY SUPPLIES	775.00
270-5120-4120	JAIL MEDICAL COSTS	187.00
270-5120-4200	TELEPHONE/CELL/MOBI...	1,374.53
290-4052-4510	VEHICLE REPAIR & MAINT	114.73
291-5784-4510	VEHICLE FUEL & MAINT	467.85
300-6100-4510	RSV VEHICLE REPAIR & ...	3,756.03
310-6110-3300	OPERATING SUPPLIES	2,096.54
310-6110-4510	VEHICLE/EQUIP REPAIR ...	4,122.44
320-6120-3300	OPERATING SUPPLIES	34,151.40
320-6120-4200	TELEPHONE/CELL/MOBI...	97.82
320-6120-4510	VEHICLE/EQUIP REPAIR ...	2,357.90
320-6120-5750	MACH/EQUIP (INVENTO...	2,553.20
330-6130-3300	OPERATING SUPPLIES	17,736.11
330-6130-4010	PROFESSIONAL SERVICES	1,306.50
330-6130-4510	VEHICLE/EQUIP REPAIR ...	144.95
330-6130-4820	UNIFORMS	200.35
340-6140-3300	OPERATING SUPPLIES	4,683.99
340-6140-4510	VEHICLE/EQUIP REPAIR ...	1,183.35
850-6950-4165	HEALTH CLAIMS	1,000.00
990-2070-2350	DUE TO NEW YORK LIFE ...	35.00
990-2070-2360	DUE TO TEXAS LIFE	232.46
990-2070-2430	DUE TO AFLAC INSURAN...	5,281.34
990-2070-2450	DUE TO TRANSAMRCA LI...	11.60
990-2070-2460	DUE TO AMERICAN FIDEL..	705.66
990-2070-2985	DUE TO LIFELOCK	61.45
Grand Total:		190,807.12

Project Account Summary

Project Account Key	Expense Amount
None	190,807.12
Grand Total:	190,807.12

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

23.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action regarding FY26 Burnet County Budget Amendments. (Wilson)

Attachments

Budget Amendment

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

24.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action regarding Departmental asset transfers:

(a) Precinct 3 Inspection Sheets; and

(b) Jail to Road & Bridge Precinct 3 Property Transfer Sheet.

(Collier)

Attachments

Inspection Sheets

PROPERTY TRANSFER FORM

Generic Inspection Form

Inventory ID: _____

Asset Number _____

Anticipated Sale Price: _____

Short Description: Small Blade 12'
Year _____ Manufacturer Fiat Allis Model 65-B

Please fill in or check if apply

Long Description:

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

☒ Hours: 3577 This equipment was maintained every _____ ☐ Hours ☐ Days

Serial # 68004195

Repairs needed: Multiple

Description of Use

20' LENGTH BY 6 1/2" WIDE BLADE MOTOR GRADER
12' MOULD DECK HEIGHT 9'4"

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

Minor damage to: _____

Major damage to: _____

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

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Comments:

80 HP Diesel ENG. / 6 Forward Speeds, 6 Reverse Speed, 4WD

Location of Asset: _____

For more information contact: _____

Generic Inspection Form

HD Tilt Trailer

23'

Inventory ID: (Plate) 902-0742	Asset Number	Anticipated Sale Price:
Short Description: HD Tilt trailer 23'		
Year	Manufacturer	Model

Please fill in or check if apply

Long Description:

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

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

Serial # 30410 (Frame)

Repairs needed: None

Description of Use

Don't use any more

Color white ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber

Minor damage to: N/A

Major damage to: N/A

Size: Length: Feet: 23 Inches: _____ Width/Depth: Feet: _____ Inches: _____ Height: Feet: _____ Inches: _____

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Comments:

Location of Asset: Pet 5 Barn

For more information contact: _____

Tractor Inspection Form

Inventory ID:

Asset Number

4663

Fair Market Value:

Short Description:

Year _____ Manufacturer John Deere Model 5400

PIN

Serial Number LV5400E643971

Please fill in or check

Long Description:

This Equipment: ☒ Starts ☐ Starts with a Boost & ☐ Is Operable ☐ Is not operable ☐ For Parts Only

Engine 2.9 L, V ☐ Gas ☒ Diesel engine ☒ Hours 3190 ☐ Miles _____

This vehicle was maintained every year ☐ Hours _____ Horse Power 70 hp

Engine Manufacture: JD Condition: ☒ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: 2 Front tires need replacing

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission

Transmission: ☐ Automatic ☒ Manual _____ Speed _____ Transmission: ☐ Hours _____ ☐ Miles _____

Transmission Manufacture: _____ Condition: ☒ Is Operable ☐ Needs Repair ☐ Is Unknown

Drivetrain _____ Repairs Needed: N/A / 3 gears plus Reverse.
3 Ranges (A-C) Gear shift Synchronized using clutch.

Attachments & Additional Equipment

☐ Backhoe ☐ Front End Loader ☐ PTO Drive ☐ 3 Point Hitch ☒ Other: Batwing Mower

Mowing Deck: Manufacture: Bush Hog Model: 3710 Type: Batwing Size: _____

Deck Condition: ☐ Operable ☒ Not Operable & ☐ Damage: _____

Other Equipment: Manufacturer _____ Model _____

Serial # BH 70997 029 Condition: ☐ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Description: _____

Exterior: Color Green

Windows: ☐ No cracked glass ☐ Cracked N/A

Minor ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☒ Flat 2

Minor dents to: _____

Major damage to: _____

Dimensions: 12' Tractor / 15' Batwing Brush Hog / 7' main Deck, 5' wing

Decals: ☐ None ☐ Have been sprayed ☒ Have been removed ☒ Impressions remain ☐ No impressions

Interior: Color Yellow Seat ☐ Cloth ☒ Vinyl ☐ Leather

Damage to: _____

Radio: Brand N/A ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ Cruise Control Power: ☒ Steering ☐ Seats ☐ AC ☒ No AC Condition: ☐ Cold ☐ Unknown

Location of Asset: Plot 3 Barn

For more information contact: _____

Generic Inspection Form

OLD Broom

Inventory ID:

Asset Number

6046

Anticipated Sale Price:

Short Description: Street SweeperYear 86Manufacturer WaldonModel Sweep MasterPlease fill in or check if apply

Long Description:

This Equipment: ☐ Is Operable ☒ Is Not Operable ☐ For Parts Only ☒ Needs Repair ☒ The Condition is Unknown☒ Hours: 53.5 This equipment was maintained every N/A ☐ Hours ☐ DaysSerial # 18601Repairs needed: MultipleDescription of UseL.P. 806540Color Yellow ☐ Cloth ☐ Vinyl ☐ Leather ☐ Metal ☐ Plastic ☐ Wood ☐ Rubber

Minor damage to: _____

Major damage to: _____

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

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Comments:

PARTS ONLYLocation of Asset: Pct 3 Barn

For more information contact: _____

Generic Inspection Form

Inventory ID: _____

Asset Number

7934

Anticipated Sale Price: _____

Short Description: _____

Year 89

Manufacturer Waldon

Model Sweep Master

Please fill in or check if apply

Long Description:

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

☒ Hours: 1109 This equipment was maintained every _____ ☐ Hours ☐ Days

Serial # 20988

Repairs needed: _____

Description of Use

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

Minor damage to: _____

Major damage to: _____

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

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Comments:

PARTS ONLY

Location of Asset: Pet 3 Barn

For more information contact: _____

Generic Inspection Form

Inventory ID:

Asset Number

Anticipated Sale Price:

Short Description: AIR COMPRESSOR

Year _____

Manufacturer _____

Model 82378VAT

Please fill in or check if apply

Long Description:

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

☐ Hours: _____ This equipment was maintained every YEAR ☐ Hours ☐ Days

Serial # 474753840

Repairs needed: NEEDS PUMP

Description of Use

PUMP LOCKED UP MODEL 82378VAT

80 GALLON / 24 ACFM @ 175 PSI

Color GREY ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber

Minor damage to: N/A

Major damage to: N/A

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

Men's Size: _____ Women's Size: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

Description: _____

Additional Equipment: Manufacturer _____ Model _____

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

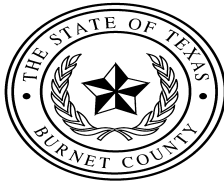
Description: _____

Comments:

Location of Asset: _____

For more information contact: _____

BURNET COUNTY



AUTHORIZATION AND ASSIGNMENT OF COUNTY PROPERTY

			(Auditor's Use)
Name of Item	Description	Property #	Cost
1.) 2017 Chevrolet	15 Passenger Van	17-1089	
2.) 2015 Chevrolet	Silverado	14-1152	
3.)			
4.)			
5.)			
6.)			
7.)			
8.)			
9.)			

Dept. Transferred From:
Jail/RB4

Dept. Assigned To:
Community Service/Elections

Requested By: _____ DATE: _____

Comments: 2017 Chevrolet Van to be stored at maintenance.

COMMISSIONERS COURT APPROVAL:

_____ New in Service	_____ Transfer
_____ Return to Donor	_____ Out of Service
_____ Dispose	_____ Hold For Auction
	_____ Donation

Authorization Signature: _____ Date: _____

Comments: _____

PROPERTY MOVED BY MAINTENANCE DEPT.:

Authorization Signature: _____ Date: _____

Comments: _____

CHANGES MADE TO RECORDS BY AUDITOR'S OFFICE:

Changed in Books: _____ Date of change: _____

Comments: _____

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

Burnet County 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

25.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action to approve, sign, and execute all necessary documents and actions regarding the following contracts, agreements or grants to be approved and/or ratified:

- (a) agreement with Reliable Tire Disposal for the April 18, 2026 BOPATE collection event;
 - (b) Change Order #1 for the contract with Shellback Construction for the Burnet County Jail Attorney Rooms Renovation;
 - (c) renewal of Virtru email encryption;
 - (d) ratification of WOW Total Restoration for removal of mold at Herman Brown Library;
 - (e) agreement with Darktrace;
 - (f) pilot program with Vested Networks.
- (Wilson)
-

Attachments

Reliable Tire Contract 3.10.26
Shellback Contract B
Shellback Contract C
Virtru B
WOW Restoration B
Darktrace B
Vested Networks B



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: THURSDAY APRIL 17, 2026

PICK UP DATE: MONDAY APRIL 20, 2026

Location: 2411 FM 963 BURNET, TX 78611

Point of Contact: Joe Don Dockery

Point of Contact Phone #: 512-715-2911

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: **\$2800.00**

****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 2411 Ranch Rd #963 Burnet, TX 78611

PHONE# 512-715-5211

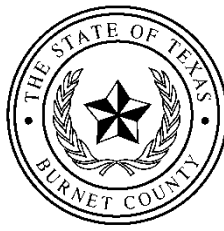
PRINTED NAME: Bryan Wilson

SIGNATURE: _____ **Date** 03/10/2026

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



BURNET COUNTY AUDITOR

133 E. JACKSON ST.
BURNET, TEXAS 78611
512-756-5495

Change Order # 1	PO # 25-3754	Date	3/10/2026								
Contract Name	25-5120-02 Burnet County Jail Visitation Rooms Renovation										
The following changes are incorporated into the contract: Per the attached quote, supply/Install 5 request buttons, 5 intercom wall plates & control 5 new detention locks. Original Contract Price: \$511,748.00 <u>Change Order #1:</u> \$ 36,979.75 New Contract Total: \$548,727.75 ACCEPTANCE OF CHANGE ORDER The above prices, attachment, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in this Change Order. <table border="0"><tr><td>_____ Shellback Construction/SIGNATURE</td><td>_____ Print Name</td><td>_____ Title</td><td>_____ Date</td></tr><tr><td>_____ Burnet County Judge/SIGNATURE</td><td>_____ Print Name</td><td>_____ Title</td><td>_____ Date</td></tr></table>				_____ Shellback Construction/SIGNATURE	_____ Print Name	_____ Title	_____ Date	_____ Burnet County Judge/SIGNATURE	_____ Print Name	_____ Title	_____ Date
_____ Shellback Construction/SIGNATURE	_____ Print Name	_____ Title	_____ Date								
_____ Burnet County Judge/SIGNATURE	_____ Print Name	_____ Title	_____ Date								



217 Schroeder Drive, Waco, Texas, 76710 Voice: (254) 776-7994
www.jailcontrols.com www.sydaptic.com

CISV# 1-74-2898394-800
Texas Master Bidder's List

Members of:

American Correctional Association Texas Jail Association National Systems Contractors Association American Society for Industrial Security
TIPS Contract #230901 TIPS Vendor #9979

Friday, February 20, 2026

Captain Matt Kimbler
Burnet County, TX
R.E. New Visitation Area

Captain Kimbler

Thank you for allowing Sydaptic the opportunity to provide you with a quote regarding the additional control of your new visitation area. Per the construction documents, A1.0 section 5, Sydaptic will supply/install 5 request to exit buttons, supply/install 5 intercom wall plates and, control 5 new detention locks. Sydaptic will also supply/install all required wire and cable needed to control the items listed above. Price is listed below:

Total: \$36,979.75

NOTE: it is assumed that all required mounting/backboxes for the intercoms and request to exit buttons will already be in place and free of defects or issues.

Price includes all time and labor, 3 days, for 2 techs. If any bonds are required for the project, additional charges will be added to the cost of the project.

If there are any questions or concerns, please let me know so I can help. Thank you and have a great day.

Patrick Scott
Sydaptic, Inc.
254-644-3461
pscott@sydaptic.com

SADA Systems LLC

Virtru Ordering Document

This Virtru Corporation (“Virtru”) Ordering Document (“Virtru Ordering Document”) by and between SADA Systems, LLC (f.k.a. SADA Systems, Inc.) (“SADA”) and Customer (as defined below) and the most recent Virtru Terms of Service (which may be modified from time to time), available at [Subscription Agreement Terms and Conditions | Virtru](#) (or such other location(s) as determined by Virtru) (hereinafter the “Virtru Agreement”). The Virtru Agreement governs Customer’s access to and use of the Virtru Materials and Services as defined in the Agreement (hereinafter the “Services”). The Virtru Agreement forms a two-way agreement between Customer and Virtru, for which SADA shall have no liability, and is hereby incorporated into this Virtru Ordering Document (the Virtru Ordering Document and the Virtru Agreement, collectively hereinafter the “Agreement”). All capitalized terms not defined in this Virtru Ordering Document shall have the same meaning as in the Virtru Agreement. This Agreement is effective upon the effective date as defined below (“Effective Date”).

Customer: Burnet County, Texas

Address: 220 S Pierce St Burnet TX 78611-2200

Customer Information

Accounts Payable Information	
Full Name (required)	Burnet County Auditor Office
Email Address (required)	Invoices@BurnetCountyTexas.org
Technical Administrator Contact Information	
Full Name (required)	Gregory Harris
Email Address (required)	GHarris@BurnetCountyTexas.org

Pricing

Product Description	Annual Price (USD)	Quantity	Amount (USD)
Year 1			
DCSS-300-PL-10000 - Virtru Platform Subscription Standard	\$3,238.92	1	\$3,238.92

DCSS-300-EM-1000 - Virtru for Email	\$64.80	20	\$1,296.00
Sales Tax (not included)			Plus Applicable Tax
Grand Total (USD)			\$4,534.92

Taxes: Fees included on this Virtru Ordering Document are exclusive of all applicable taxes, levies, duties, and regulatory compliance fees, including but not limited to state and local sales tax, VAT, GST, electronic waste recycling fee, and telecom regulatory fees.

If Customer is tax exempt, a tax exemption certificate is to be emailed to tax@sada.com.

Subscription Term:

The term of this Virtru Ordering Document will commence on January 30, 2026 and, unless earlier terminated in accordance with this Virtru Ordering Document or the Agreement, will expire on January 29, 2027.

Additional Terms:

1. Invoice Terms: Section 2.4 (Fees; Payments) of the Virtru Agreement is hereby deleted and replaced with the following: SADA shall send Customer an invoice for the Grand Total plus any applicable sales tax immediately upon execution of this Virtru Ordering Document. Payment terms are set forth below. The Services are conditioned upon Customer's payment of the Grand Total. Virtru reserves the right to suspend Customer's access to the Services for non or late payment of any amounts not subject to a good faith dispute. All Fees and other amounts paid pursuant to this Virtru Ordering Document are non-refundable and without right of set off.
2. During the Subscription Term, Virtru reserves the right to inspect or audit Customer's use of the Services to determine Customer's compliance with the Virtru Agreement and this Virtru Ordering Document. For the avoidance of doubt with respect to the Services, Customer acknowledges the Services are available for the initial agreed-to Quantity(ies) purchased by Customer as set forth in this Virtru Ordering Document. If during such audit, Virtru discovers Customer's usage of the Services exceeds the initial agreed-to amount reflected in this Virtru Ordering Document, Virtru may true up the quantity of the Services based on Customer's actual usage ("True Up") and Customer shall pay SADA the applicable Fees (as defined in the Agreement). Notwithstanding Section 2.4 of the Agreement, payment for any True Up will be immediately due in full upon receipt of

invoice, and will be exempt from the payment schedule above and the below payment terms.

3. If this Virtru Ordering Document is executed and/or returned to SADA by Customer after the Subscription Start Date above, SADA may adjust the Subscription Start Date and Subscription End Date, without increasing the Grand Total, based on the date Virtru activates the Services and provided that the total term length does not change.

Payment Terms:

Notwithstanding anything to the contrary in the Virtru Agreement, payment is due within 30 days of Customer's receipt of the applicable invoice. Payment is in US Dollars and is accepted by check, ACH/EFT

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

SADA Legal Department, c/o Insight Legal Department
SADA Systems LLC
2701 E. Insight Way
Chandler, AZ, USA 85286
Attn: Legal Department

With a copy by email to: legal@sada.com

and if to Customer, at the Main Contact above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS VIRTRU ORDERING DOCUMENT AND THE VIRTRU AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Virtru Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems LLC

Burnet County, Texas

Signature

Signature

Name

Name

Title

Title

Effective Date

Date



WOW TOTAL RESTORATION

PO Box 152349
Austin, TX 78715
(512) 291-0048
<https://www.wowtotalcleaning.com>

Client: Burnet County
Property: 100 E Washington street
Burnet, TX 78611

Home: (512) 755-4653

Operator: RESTOR

Estimator: Eduardo San Esteban
Position: Estimator
Company: WOW Total Cleaning And Restoration
Business: 1116 Regal Row
Austin, TX 78748

Business: (512) 291-0048
E-mail: ed@wowtcr.com

Type of Estimate: Mold Remediation
Date Entered: 2/19/2026 Date Assigned:

Price List: TXAU8X_FEB26
Labor Efficiency: Restoration/Service/Remodel
Estimate: 26-078-MLD
File Number: 26-078-MLD

This estimate is based on a Mold Remediation Protocol

Estimate: \$9,592.33

WORK PLAN

This project consists of mold remediation services at 100 E Washington Street, Burnet, TX, specifically within the Back Office area, including containment construction, content cleaning and manipulation, selective removal of fungal-affected materials, structural cleaning and antimicrobial treatment, and preparation for post-remediation clearance testing. All work will be performed in accordance with industry-standard mold remediation practices (IICRC S520) and applicable regulatory requirements.

Containment & Work Area Isolation

- Construct full containment in the Back Office area using polyethylene sheeting and framed barriers.
- Install airlock/decontamination chamber for controlled entry and exit.
- Seal all penetrations within containment to prevent cross-contamination.
- Install floor protection within the Back Office and adjacent access paths.

Content Cleaning & Manipulation

- Clean all contents within the Back Office using controlled compressed air methods to remove settled particulate contamination.
- Perform detailed surface wiping of contents where required.
- Relocate cleaned contents to an adjacent unaffected room.
- Maintain separation between cleaned contents and active remediation areas.

Removal of Fungal-Affected Materials



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<https://www.wowtotalcleaning.com>

Selective removal of building materials exhibiting visible microbial growth or confirmed contamination, including:

- Remove approximately **23 linear feet of baseboard**.

- Remove drywall along approximately **23x 8 square feet of affected wall section** (full wall height where impacted).

- Remove insulation materials within the affected wall cavity.

All removed materials will be properly bagged and disposed of in accordance with regulatory requirements.

Structural Cleaning & Disinfection

Following material removal:

- Perform detailed HEPA vacuuming of all exposed structural surfaces (walls, ceiling, and floor).

- Apply mold/mildew stain remover to affected wall cavity areas.

- Perform heavy cleaning of exposed framing and surrounding building materials.

- Clean stud wall surfaces and lightly sand exposed framing where microbial staining is present.

- Apply approved antimicrobial treatment to affected structural components.

Decontamination Chamber Cleaning

- Perform heavy cleaning of decontamination chamber interior surfaces.

- Apply antimicrobial treatment to containment framing and barrier materials as required.

Post-Remediation Procedures

- Perform final detailed HEPA vacuuming of the Back Office and containment interior.

- Conduct final wipe-down of structural surfaces.

- Prepare work area for third-party **post-remediation clearance testing**.

- Maintain containment until clearance results are obtained, if required by protocol.

The following is not a contract but a general overview of WOW TOTAL RESTORATION policies. Please see accompanying formal contract for your signatures.

This estimate is presented utilizing the Xactimate estimating software customized to reflect the specific scope of work presented in this loss.

The work descriptions in this estimate are maintained by a third party, using a customized pricing database accepted by most insurance carriers, and may not precisely describe the actual work to be completed. It is intended to be used to arrive at the nearest approximate cost of repairs.

This estimate is written to provide a specific scope of work at a package price. Line items include a description of the work to be done, the unit of measure and quantity needed.

The estimator also may have relied on the use of written or verbal quotes from subcontract labor or suppliers who were deemed capable of completing their respective scopes of work.

Quantities in this estimate are for estimating purposes only and are not guaranteed to be accurate. In some cases, quantities are factored for waste, pattern matching and other circumstances.

NOTES: THIS ESTIMATE INCLUDES ONLY THE WORK OUTLINED IN THE ABOVE TYPED SCOPE. IT IS POSSIBLE THE SCOPE OF WORK CAN EXPAND ONCE THE WORK HAS BEGUN. THIS WILL BE CONSIDERED UNFORESEEN AND AN ADDITIONAL COST MAY BE INCURRED. THIS WILL BE CONSIDER SUPPLEMENTAL TO THIS BID AND BILLED AS SUCH. NOT INCLUDED ANY TESTING.



WOW TOTAL RESTORATION

PO Box 152349
Austin, TX 78715
(512) 291-0048
<https://www.wowtotalcleaning.com>

26-078-MLD

Main Level

Main Level

DESCRIPTION

QTY

ADMINISTRATIVE CHARGES

- | | |
|---|---------|
| 1. Administrative/supervisor labor charge (Bid Item) | 1.50 HR |
| 2. Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour | 2.00 HR |

PERSONAL PROTECTIVE EQUIPMENT OSHA REQUIREMENT

1910.132(a)

Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

- | | |
|--|----------|
| 3. Respirator cartridge - HEPA & vapor & gas (per pair) | 2.00 EA |
| 4. Respirator - Full face - multi-purpose resp. (per day) | 2.00 DA |
| 5. Personal protective gloves - Disposable (per pair) | 10.00 EA |
| 6. Add for HEPA filter (for negative air exhaust fan) | 0.25 EA |
| 7. Add for personal protective equipment - Heavy duty | 8.00 EA |
| 2 technicians, 2 changes by day, 2 days | |
| 8. Haul debris - per pickup truck load - including dump fees | 1.00 EA |

Hallway

Height: 7' 8"

DESCRIPTION

QTY

***** Containment *****

- | | |
|--|-----------|
| 9. Floor protection - cardboard and tape | 308.29 SF |
|--|-----------|

***** Equipment & Tools *****

- | | |
|--|---------|
| 10. Negative air fan/Air scrubber (24 hr period) - No monit. | 4.00 DA |
|--|---------|

Back Office

Height: 7' 8"

DESCRIPTION

QTY

***** Containment *****

- | | |
|---|-----------|
| 11. Containment Barrier/Airlock/Decon. Chamber | 465.05 SF |
| Polyethylene sheeting and, tape to install barrier. | |

- | | |
|---|-----------|
| 12. R&R 1" x 2" lumber (.167 BF per LF) | 172.00 LF |
|---|-----------|

Wood to create the containments.

23 ft X 6 = 138 ft for create the structure for the ceiling

34 ft to create the structure for doors

- | | |
|---|-----------|
| 13. Floor protection - cardboard and tape | 397.55 SF |
|---|-----------|

- | | |
|------------------------|----------|
| 14. Ducting - lay-flat | 50.00 LF |
|------------------------|----------|

***** Content Manipulation *****

26-078-MLD

2/23/2026

Page: 3



WOW TOTAL RESTORATION

PO Box 152349
Austin, TX 78715
(512) 291-0048
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CONTINUED - Back Office

DESCRIPTION	QTY
15. Hazardous Waste/Mold Cleaning Technician - per hour	10.00 HR
2 Technicians for 5 hours to clean the contents on the back office with Air pressure	
16. Content Manipulation charge - per hour	6.00 HR
2 Technicians for 3 hours to move contents once are cleaned	
***** Demolition *****	
17. Tear out baseboard and bag for disposal	23.00 LF
18. Tear out wet drywall, cleanup, bag - Cat 3	184.00 SF
19. Tear out and bag wet insulation - Category 3 water	184.00 SF
***** Cleaning & Disinfection *****	
20. HEPA Vacuuming - Detailed - (PER SF)	1,399.09 SF
21. Apply mold/mildew stain remover to the surface area	184.00 SF
22. Clean more than the floor - Heavy	1,399.09 SF
23. Clean stud wall - Heavy	184.00 SF
24. Sand exposed framing - Walls	184.00 SF
***** Equipment & Tools *****	
25. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA
26. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	3.00 EA
27. Equipment decontamination charge - per piece of equipment	2.00 EA

Kitchen

Height: 7' 8"

DESCRIPTION	QTY
***** Equipment & Tools *****	
28. Negative air fan/Air scrubber (24 hr period) - No monit.	4.00 DA

Decon Chamber

Height: 7' 8"

DESCRIPTION	QTY
29. Clean more than the walls - Heavy	185.85 SF
30. Apply anti-microbial agent to more than the walls	185.85 SF
31. Peel & seal zipper - heavy duty	2.00 EA
32. Containment Barrier/Airlock/Decon. Chamber	185.85 SF
33. R&R 1" x 2" lumber (.167 BF per LF)	64.00 LF
These barriers are designed to create a perfect seal and prevent any cross-contamination during the remediation process. Please note that when the containment is removed, paint or sealer may peel off or be compromise from surfaces as a result of the sealing materials used to achieve an airtight barrier. This is a normal part of the process and should be included in the reconstruction estimate.	



WOW TOTAL RESTORATION

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Austin, TX 78715
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<https://www.wowtotalcleaning.com>

Grand Total Areas:

2,506.44 SF Walls	1,114.51 SF Ceiling	3,620.95 SF Walls and Ceiling
1,065.28 SF Floor	118.36 SY Flooring	291.58 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	384.17 LF Ceil. Perimeter
1,065.28 Floor Area	1,204.51 Total Area	2,506.44 Interior Wall Area
1,344.08 Exterior Wall Area	168.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



WOW TOTAL RESTORATION

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<https://www.wowtotalcleaning.com>

Summary

Line Item Total	9,357.43
Material Sales Tax	26.41
Cleaning Mtl Tax	57.92
Subtotal	9,441.76
Cleaning Sales Tax	150.57
Replacement Cost Value	\$9,592.33
Net Claim	\$9,592.33

Eduardo San Esteban
Estimator



WOW TOTAL RESTORATION

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Austin, TX 78715
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<https://www.wowtotalcleaning.com>

Recap of Taxes

	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)	Total Tax (8.25%)
Line Items	26.41	57.92	150.57	0.00	0.00	0.00
Total	26.41	57.92	150.57	0.00	0.00	0.00



WOW TOTAL RESTORATION

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Recap by Room

Estimate: 26-078-MLD

Area: Main Level	919.08	9.82%
Hallway	481.01	5.14%
Back Office	6,955.77	74.33%
Kitchen	299.12	3.20%
Decon Chamber	702.45	7.51%
Area Subtotal: Main Level	9,357.43	100.00%
Subtotal of Areas	9,357.43	100.00%
Total	9,357.43	100.00%



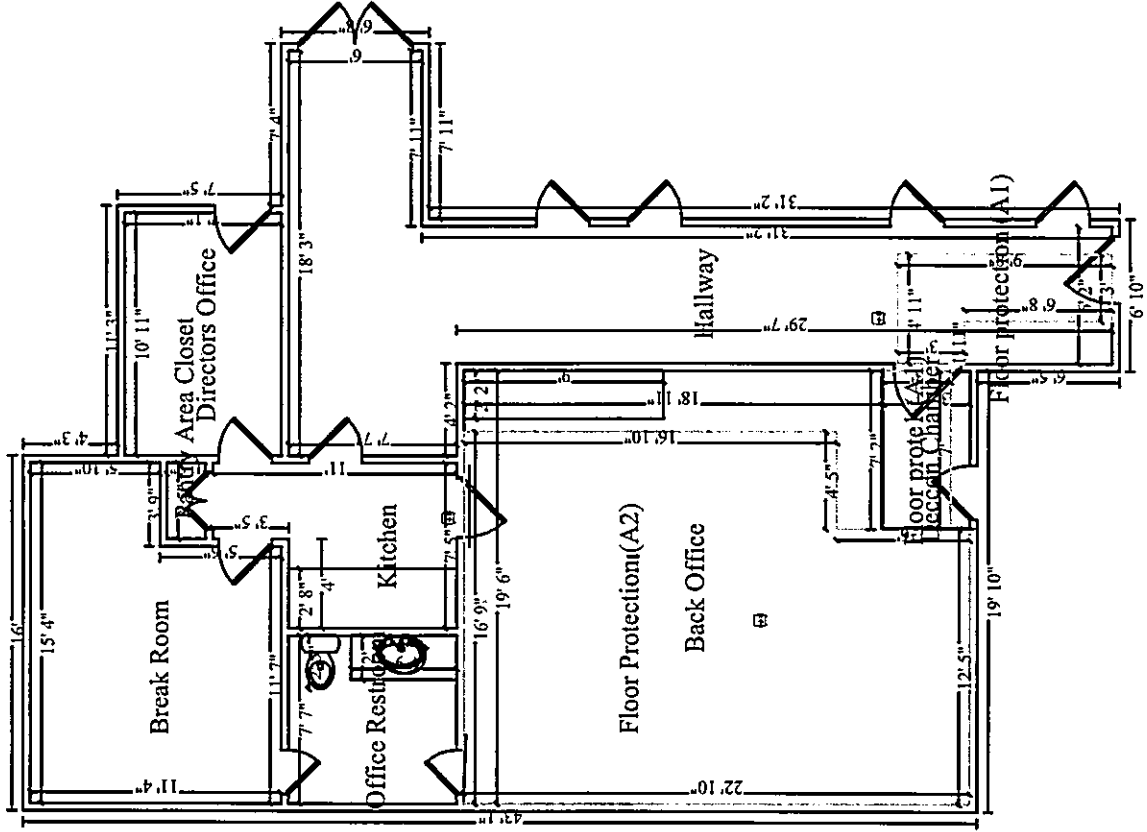
WOW TOTAL RESTORATION

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Recap by Category

Items	Total	%
CLEANING	274.16	2.86%
CONTENT MANIPULATION	336.90	3.51%
GENERAL DEMOLITION	1,511.86	15.76%
FRAMING & ROUGH CARPENTRY	613.60	6.40%
HAZARDOUS MATERIAL REMEDIATION	6,351.05	66.21%
WATER EXTRACTION & REMEDIATION	269.86	2.81%
Subtotal	9,357.43	97.55%
Material Sales Tax	26.41	0.28%
Cleaning Mtl Tax	57.92	0.60%
Cleaning Sales Tax	150.57	1.57%
Total	9,592.33	100.00%





AGREEMENT & WORK AUTHORIZATION

WOW Total Restoration, LLC

1116 Regal Row Austin, TX 78748 PH (512) 291-0048

info@wowtcr.com

JOB NUMBER: 26-078-MLD

This Agreement is entered into between WOW Total Restoration, LLC (the "Company" or "WOW") and Burnet County Auditor (the "Client") Who is the owner or authorized representative of the property located at: 100 E Washington street, Burnet, TX, 78611 ("the Property"). Client authorizes Company to complete a visual inspection, estimating, testing (as needed or determined by the Company), damage appraisal, mitigation, remediation, restoration, cleaning, repairs to the Property, and the removal of, storage, and return of inventoried property ("Contents") located at the Property (the "Services") and if applicable relating to the loss occurring at the Property (the "Loss") subject to the terms and conditions hereof. All emergency services will be billed in accordance with Company's standard rates (Company follows industry pricing guidelines). All other Services will be described in an estimate provided by Company (the "Estimate") and billed in accordance with that Estimate. All Estimates specifically exclude concealed & underlying conditions.

For additional Provisions see "Additional Agreement Terms & Conditions" on the next pages which are incorporated herein and are part of this contract. Client acknowledges receiving a copy of the "Terms & Conditions" prior to signing this agreement.

Client understands and agrees that the scope of work and pricing pertaining to all work to be provided will be determined at a later date based on Company's Time, Equipment, Materials, and/or independent pricing set for insurance restoration purposes per the most recent Xactimate price list and an initial estimate will be sent to Client to review and approve, subject to any revised or supplements thereto to be approved by Client. Client agrees to make payment directly to Company for work and for any deductible, depreciation, or amounts not covered by insurance. Client acknowledges, understands, and agrees that it is possible the scope of work may expand once walls are opened or if additional damages are discovered. Client acknowledges, understands, and agrees to all "Additional Agreement Terms & Conditions". Client agrees to remove cash, jewelry, firearms, collectibles, or any other valuable items prior to Company commencing work.

Payment: Wow could directly bill your insurance company as a courtesy to you. However, if the full payment is not paid by your insurance company, the balance due or total payment becomes the responsibility of you, the client due within 14 days of the work being completed. Any amount not paid 30 days after the due date shall be calculated based on 1.5% per month (18 %annual rate), but in no event more than a minimum lawful amount that can be charged, you agree that upon receiving an insurance check it will be

endorsed and delivered to wow total restoration within 5 days of receipt, equipment is charged for the time at the location, not time used. Client understands that all payments due under this agreement will be paid directly to WOW by Client or Client's insurance provider and Client hereby agrees to add WOW as an additional payee on all associated insurance claim payments and Client hereby assigns the insurance proceeds to Wow.

Client hereby declares to have read and agrees with all of the terms and conditions on the front and reverse side of this agreement and all terms and conditions are fully understood and voluntarily accepted and acknowledge receipt of the statutory disclosures. Client acknowledges receipt of a copy of this agreement. Client agrees to pay Company for all emergency Services provided and for all other Services provided in accordance with the estimates provided, including amendments, or supplements for additional services whether or not reimbursed by an insurance company; and, Client understands and acknowledges that all invoices are due upon receipt.

Client Contact Information:

Telephone number: 1-512-715-5234 : Jolene Mock

E-Mail: invoices@burnetcountytexas.org

Insurance Carrier:

Add another E-mail: Date of Loss:

Claim # Adjuster: _

Policy # Phone #

Billing Address (if different):

Street:

City:

State:

Zip Code

Deductible:

Checks /Drafts/Paid Amount:

Cash: ☐ Check : ☐ Credit Card: Type: Name on card:
 Exipre
on: CVV Zip Code

In the event that The Customer presents its claim to an insurance company, The Company will not charge The Customer's credit card until payment is past due, where after, all said charges, including any deductible, will be charged to The Customer's credit card. All credit card charges are subject to a 3% fee.

Client(s) printed name(s)

Bryan Wilson

Client(s) signature(s)

Bryan Wilson

WOW Total Restoration representative San Esteban, Eduardo

ADDITIONAL AGREEMENT TERMS AND CONDITIONS

1. Services: Company agrees to provide Client emergency mitigation and/or repair services as described above (the "Services"). Services provided in addition to emergency services will be outlined in an estimate and amendments thereto, including supplemental work and any additional work requested by Client whether or not covered by insurance. The Estimate defines the scope of the Services and will be modified by Company from time to time, as needed to reflect the complete scope of the Services. The most current Estimate will reflect the amount due for the Services. Client may not cancel or elect not to have Company perform any material item of the Services in the Estimate. Materiality shall be determined by Company at Company's sole discretion. In the event that Client cancels any immaterial item of the Services, Client agrees to pay Company 20% (10% overhead + 10% profit) of the amount that would have been due for the Services had Client not canceled such Services. All invoices are due and payable in Travis County, Texas, at 1116 Regal Row, Austin, Texas 78748.

2. Quality of Services: Company warrants that Company will use industry recommended restoration procedures, and that the Services will be completed in a good and workmanlike manner in conformity with customary industry practices using current techniques and materials reasonably calculated to approximate

the finish and quality prior to the damage, including deletion of certain items deemed not necessary by Company. This does not mean zero defects. Restoration is not an exact science and results cannot be guaranteed by the Company. Seams or joints in carpet or light-colored finishes, or irregularities in shiny surfaces, will be visible. Client acknowledges that permanently discolored, spotted, faded, and or bleached areas might remain, even after diligent efforts are made to restore the same. Restoration of contents and certain decorator structure items, such as fabric-covered furniture and drapes, cannot be guaranteed. Company will use commercially reasonable efforts to repair or restore such items, but if items cannot be repaired or restored to their pre-damaged condition, Client shall remain obligated to pay Company for its efforts to restore the items.

3. Additional Services: Change orders are required for additional services (not covered by the insurance company and not outlined in the Estimate) including changes in specifications of any portion of the Services (the term "Services" shall include the initial scope of Services, supplemental Services or additional Services). Additional services specifically include Client requested design consultation, engineering, betterment, and Services required by applicable local building codes to correct pre-existing violations or deficiencies. Painting is estimated to return existing surfaces to the same color. A color change, finish, or surface will be considered additional Services. Change Orders can be completed either by written change order, emails, or verbal confirmation followed by an email.

4. Client Obligations: Client agrees not to touch, move, disturb, or turn off the equipment of Company and understands that by doing so it may affect the result of the work. Client understands that there is also a risk of injury to the equipment and the person contacting the equipment. This agreement is based upon, and client shall provide, clear and continuous access for all work on a concurrent, unscheduled basis, during normal working hours (8:00 am to 5:00 pm weekdays). Client's telephone, electric, toilet, heat, and water are to be made available for Company's use during the process of work at no cost to Company. Client agrees to be present during all onsite work. Client may comply with the foregoing condition by supplying Company with a premise key to be placed in a Company supplied lockbox. Company assumes no liability for unauthorized entry. Client shall be responsible for all equipment and tools left on the job site outside of normal working hours and shall keep the tools and equipment in a safe and locked place, if necessary, without charge or fee to Company.

5. Hazardous or Other Conditions: During the Course of work, should WOW encounter and hazardous substance (asbestos, chemical, gas, or the like) or unsafe condition, WOW may halt the work. Should the work be halted for more than one week for this reason, or for any other reason whatsoever, WOW may terminate this contract and Client agrees to pay WOW for all work performed to date, without retention, as determined by WOW's reasonable estimate and invoice, including costs of demobilization, substance investigation and/or testing, and any additional costs occasioned by the discovery and disposal of, and decontamination due to, said hazardous substance or unsafe condition. Client shall inform WOW of the presence of any hazardous substances or unsafe conditions contained within the contents or structure, and does hereby indemnify and agree to hold harmless WOW from any and all claims by any person arising from the existence of and/or exposure to the hazardous substances or unsafe conditions. Client further understands that notwithstanding the performance of WOW to industry standards, it is still possible for undetected damage to exist and it is also possible for mold to not be eliminated or to appear after the completion of the work. WOW makes no representations as to the complete removal or prevention of mold and Client hereby waives any claims it may have to damages or injuries, to the client or client's employees, family, guests, agents, or any other person who may enter upon the premises as a result of the existence of mold.

6. **Limited Warranty:** Company warrants its work for one year from the date Company completes the work. In the event a warranty issue arises, Company will have the right to re-perform the work or return the amounts paid, at its sole discretion. This warranty is expressly in lieu of all other warranties, express or implied, including all warranties of merchantability and fitness for purpose or use. All other obligations or liabilities of Company and its suppliers and contractors are hereby expressly disclaimed. Company, its suppliers, and contractors neither assume nor authorize any other person to give or assume for them any other warranty or liability in connection with these services. Customer expressly understands and agrees that neither Company, nor its officers, directors, employees, agents, representatives, suppliers, or contractors shall be liable for any loss, damage, or expense directly or indirectly arising from the services, including, but not limited to, penalties, direct damages, special damages, consequential damages, incidental damages or liquid damages. In no event shall Company or its contractors incur any liability whatsoever until they receive full payment for services.

7. **Contents:** If Company is storing and/or repairing Client's Contents, upon return of the Contents, if Company does not unpack boxed Contents and/or place Contents in their final location, because Company will not have control over the security and/or handling of the Contents, Client agrees that Company shall not be liable for breakage, damage or loss discovered subsequent to the return of the Contents.

8. **Completion Date:** Company agrees to diligently pursue Substantial Completion of the Services, but shall not be held liable for delays due to late deliveries, weather, inspections, strikes, or conditions beyond Company's reasonable control. Client shall not delay the Services and agrees to avoid interrupting, interfering with or casually visiting with Company's workers while they are performing the Services. Substantial Completion is the date when Services are sufficiently complete so the Client can occupy or utilize the Services area for the use for which it was intended and is subject to adjustments in time as provided pursuant to written Change Orders. Company will repair or replace, at Company's option, defective Services found following the final walkthrough at the time of Substantial Completion through Company's limited warranty.

9. **LIMITATION ON LIABILITY:** Customer and Wow agree if Wow is found liable to customer under any arbitration proceeding commenced under this agreement, or otherwise, in no event shall any award to customer be in excess of the contracted price of this agreement and the amount of any change orders, but only up to the amount that Customer actually paid to Wow prior to initiation of any such proceeding, and shall not be liable for consequential damage of any kind.

10. **Further Limitations on Liability.** (a) **Dumpster/Storage Containers/Port-O-Let:** If Company requires the use of units such as roll-off dumpsters, port-o-lets and/or mobile storage units ("Units"), neither Company nor Company's subcontractors will be liable for damage to driveways or other surfaces resulting from the Units. (b) **Temporary Plumbing:** If Company uses temporary sinks in providing the Services; the temporary sinks are for liquid drainage only. Except for damages caused by Company or Company's subcontractors' improper use, neither Company nor Company's subcontractors will be liable for damages resulting from drain back-up or any other misuse or improper use of a temporary sink, c) **Plumbing Fixtures and Appliances: Seals, Drains and Supply Lines.** Company recommends that all seals, supply and drain lines affected by the emergency be replaced. Company can replace affected seals, supply and drain lines for

an additional charge to Client if not covered by the insurance company. In addition, appliances that require removal and re-installation may leak. Company will take all necessary precautions to secure and contain drain and supply lines to prevent any leaks. (d) General: Except for injury, loss or damage resulting from Company's negligence, neither Company, nor Company's subcontractors, will be liable for injury, loss or damage caused by deteriorated seals or drain and supply lines or reinstalled appliances that may leak during or following Company's work to be performed.

(e) Prior Mitigation Services. In the event that Client or any other third party provided mitigation services prior to the arrival of Company, Company will not be liable for injury, loss or damage arising in whole or in part from prior mitigation services. (f) Pre-existing Conditions: In the event that pre-existing conditions are discovered during the provision of Services, Company will not be liable for injury, loss or damage arising in whole or in part from such pre-existing conditions. Company will promptly notify Client of the pre-existing condition and will make recommendations to Client regarding repairing the pre-existing condition and the cost thereof. If Client elects to repair the pre-existing condition this written authorization will be revised pursuant to a change order executed by both parties prior to the continuation of the Services. (g) Mold: Company shall not be liable for any damages, existing or future, resulting in either directly or indirectly from mold, mildew, dampness, or any other moisture-related issue.

11. Default: In the event, Client breaches this Agreement, Company may cease all Services and terminate this Agreement without prejudice to any other rights or remedies available to it, or Company may, but shall not be obligated to, pursue any one or more of the following remedies without terminating this Agreement: a) Company may retain possession of the Contents and charge storage fees per Company's standard pricing until the default has been corrected; b) Company may file a lien pursuant to Texas law; c) Company may sell the Contents in accordance with any procedure provided by law; d) Company may pursue any other rights or remedies available to it under applicable laws or in equity.

12. Termination: In the event of termination by Client or by Company, Client shall pay Company for Services performed through the termination and demobilization date including all materials delivered for the Services, whether or not incorporated into the improvements, plus all demobilization costs, plus a sum equal to twenty percent (20%) of the Contract Price that Company would have been paid but for termination of the Agreement. Company need not accept an adjusted settlement amount offered by the insurance company, in which event, Client shall pay Company pursuant to this Section 12. In the event Client terminates this Agreement prior to the start of repairs and/or ordering of repair materials, Client agrees to pay Company the greater of \$500 or 10% of the repair/re-construction estimate price which has been provided by the Company and approved by Insurance Carrier.

13. Jurisdiction and Venue: Client agrees that the exclusive venue for any legal proceedings related to this agreement shall be in Austin, Travis County, Texas. The parties specifically waive their right to a trial by Jury. All invoices are due and payable in Travis County, Texas, at 1116 Regal Row, Austin, Texas 78748.

14. Warranty Terms: All labor and materials furnished to the customer by Wow Total Restoration are warranted to be free from defects for a period of one year from the date of installation. There are no warranties which extend beyond the description on the face hereof. There are no warranties, either express

does not warrant any part or material not used or installed by Wow Total Restoration. Customer shall look solely to the manufacturer's warranties, if any, with respect to any defect in parts or materials. Wow Total Restoration hereby assigns to customer any rights or interest that it may have with respect to such manufacturer's warranties if any. Disclosure of any manufacturer's warranty shall be provided to customer free of charge upon request. This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from a construction defect. If you have a complaint concerning a construction defect and that defect has not been corrected as may be required by law or by contract, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided for by Section 27.004 of the Texas Property Code. **IMPORTANT NOTICE:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

15. Client acknowledges that this contract for the work and material expressly provides that the client/owner may rescind the contract without penalty or charge within three days after the execution of the contract by all parties, however, Client hereby admits and acknowledges that the work and materials to be provided under this agreement by Wow are necessary to complete immediate repairs to conditions on the property of client that materially affects the health or safety of the client, owner or persons residing in the property and the owner of the property hereby acknowledges such in writing by signing this agreement.

16. Dispute Resolution: 1) Collection Action: If the customer fails to pay Wow under the terms of this agreement, the customer agrees that it will pay all legal fees, costs and expenses incurred by Wow in bringing any collection action and will be added to the amount becoming due, and is payable immediately. Venue for any collection matter or dispute arising between Wow Total Restoration and customer shall be exclusively in Travis County, Texas. This Agreement shall be governed by the laws of the State of Texas. 2) Federal Arbitration Act: Customer and Wow Total Restoration agree to negotiate with each other in good faith and to use their best efforts to reach a fair and equitable resolution or settlement if any dispute arises under this agreement or any other matter related thereto, other than Wow's right to bring an action for collection, should settlement negotiations fail with respect to any and all other disputes or claims arising out of or relating to this agreement, contract or invoice, an alleged breach of this agreement or contract, or the terms of the Warranty issued by Wow, including but not limited to, all claims based on contract, tort, or statute, shall be submitted to binding arbitration under the Federal Arbitration Act and submitted to the American Arbitration Association under the Construction Industry Rules if the parties cannot agree upon a private arbitrator. Any fee for initiating arbitration must be paid by the party initiating arbitration. Thereafter, the parties shall share the fees and expenses of the arbitration proceeding equally but pay their own attorney's fees. Customer hereby waives its right to a trial by jury. **No Punitive Damages:** The arbitrator is not empowered to award punitive damages. The parties expressly waive any claim to punitive damages with respect to any disputes. The prevailing party in arbitration shall recover all of its legal fees and costs incurred in connection therewith even if only nominal damages are awarded and the arbitrator must utilize the terms of this entire contract and agreement in connection with any arbitration award.

Notice: Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of this Texas law for a person or business paid

to pay. Or assist the insured person's failure to pay, the applicable insurance deductible. See SECTION 2. Business & Commerce Code is amended to read as follows: Section 27.02. "Goods or Services Paid for by Insurance Proceeds: Payment of Deductible Required



Client Initials

BJV

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DARKTRACE MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (TOGETHER WITH ALL APPLICABLE PRODUCT ORDER FORM(S), THE “**AGREEMENT**”) GOVERNS THE ACCESS TO, AND USE OF, THE OFFERING (AS DEFINED BELOW) OR ANY PORTION THEREOF BY THE CUSTOMER. BY SELECTING THE “ACCEPT” OPTION, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE OFFERING, OR ENTERING INTO A PRODUCT ORDER FORM THAT REFERENCES THIS AGREEMENT, THE PERSON DOING SO ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT, WHICH CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND DARKTRACE HOLDINGS LIMITED (“**DARKTRACE**”). IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF SUCH PERSON DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN CUSTOMER WILL NOT BE AUTHORIZED TO DOWNLOAD, ACCESS OR USE THE OFFERING OR ANY PORTION THEREOF. THE AGREEMENT BECOMES BINDING ON CUSTOMER ON THE EARLIEST OF THE FOLLOWING DATES: THE DATE THE CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SPECIFIED ON A PRODUCT ORDER FORM OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR OTHERWISE ACCESSES OR USES THE OFFERING. THIS AGREEMENT SHALL REMAIN IN EFFECT SO LONG AS THE CUSTOMER HAS AUTHORIZED ACCESS TO THE OFFERING.

1. Definitions.

Certain capitalized terms used in this Agreement have the meanings attributed to them in Section 17.

2. Order Process.

Customer may procure the Offering directly from Darktrace or through a Partner pursuant to a Partner Arrangement. Any Offering procured through a Partner is subject to, and Darktrace’s obligations and liabilities to Customer are governed by, this Agreement. Only the terms in a Product Order Form (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or Partner purchase order) that has been duly signed by Darktrace and Customer, or by Darktrace and a Partner on behalf of the Customer, will have any force or effect. Product Order Forms are non-cancellable.

3. Fees; Payment Terms; Taxes.

- 3.1. Fees and Payment. Customer will pay, as applicable: (i) the fees set forth in the applicable Product Order Form entered into by Customer and Darktrace to Darktrace; or (ii) the fees agreed upon by Customer and the applicable Partner in accordance with the applicable Partner Arrangement to such Partner (as applicable, the “**Fees**”). Where Customer is required to pay Fees to Darktrace, then unless otherwise expressly set forth on the Product Order Form: (a) Fees will be invoiced on an annual basis, at the beginning of each year of the applicable Subscription Period (where a “year” commences on the Commencement Date and each anniversary thereof); (b) Customer will pay the Fees within 30 days after receipt of the applicable invoice by email; and (c) Darktrace reserves the right to increase the Fees payable by the Customer: (i) on 30 days’ prior written notice in the sole event that the Cloud Provider increases the charges or fees payable by Darktrace to such Cloud Provider for services necessary for or related to the applicable Offering, provided that any such increase shall be proportionate to the increase charged by the Cloud Provider and provided that if any such

increase results in an aggregate fee increase of more than ten percent (10%) during a Subscription Period, Customer may terminate the affected Order Form and Darktrace shall refund to Customer any prepaid Fees attributable to the period following termination ; (ii) upon renewal of the then current Subscription Period provided that any such increase shall not exceed the lesser of five percent (5%) or the percentage increase in CPI over the preceding twelve-month period; or (iii) if there is any change to the Customer's network or infrastructure after the Product Order Form is executed, and such change results in a cost to Darktrace, in which case Darktrace shall be entitled to charge such cost to the Customer. Except as otherwise expressly provided in this Agreement, as between Darktrace and Customer, all Fees are non-refundable and non-cancellable.

3.2. Taxes; Late Payment. As between Darktrace and Customer: (i) Fees are exclusive of any applicable taxes, however designated; and (ii) Customer will pay all such taxes levied or imposed by reason of Customer's purchase of the Offering and the transactions hereunder.

3.3. Withholding Taxes. Should Customer be required under any Applicable Law to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made.

4. **Offering.**

4.1. Evaluation Offering. Darktrace may allow Customer to use the Offering or any part thereof (including parts or features offered for preview or beta testing purposes), on a free-of-charge basis ("**Evaluation Offering**"). This Agreement also applies to access and use of the Evaluation Offering, except as follows: (i) the duration of the evaluation is 4 weeks unless otherwise specified by Darktrace in writing ("**Evaluation Period**") at the end of which period the Customer's right to access and use the Evaluation Offering will automatically terminate; (ii) the Evaluation Offering is provided "AS-IS" without warranty of any kind, and Darktrace disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Offering; and (iii) Customer may use the Evaluation Offering only for evaluation purposes and will not use the Evaluation Offering in a product testing environment.

4.2. Access and Use. Subject to the terms and conditions of this Agreement (including Darktrace's receipt of applicable Fees), Darktrace grants Customer a non-exclusive, non-transferable (except as expressly provided in Section 16.2), non-sublicensable license to access and use the Offering for Customer's and Customer Affiliates' internal business purposes in accordance with this Agreement and the applicable Product Specification (which is hereby incorporated into and forms part of this Agreement) during the applicable Subscription Period. Customer's access and use of the Offering is limited to the Usage Metrics set forth in the applicable Product Order Form, and Customer will be subject to the payment of additional fees if the applicable Usage Metrics are exceeded.

4.3. Product Specification; Customer Dependency. The Product Specification for the Offering includes additional terms and conditions applicable to Customer's access and use of the Offering. Customer will comply with all such terms and conditions, including the obligations and tasks attributed to Customer therein (each, a "**Customer Dependency**"). To the extent that Customer's delay or failure to comply with a Customer Dependency causes Darktrace to breach an obligation, Darktrace will be entitled to an extension of time equivalent to the delay caused by the delay or failure to comply with such Customer Dependency.

4.4. Appliances. Where the Offering includes the Appliance(s), then unless otherwise agreed to in

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writing between the parties, title to all Appliances (and all components thereof) provided by Darktrace to Customer under this Agreement will always remain with Darktrace. Customer acknowledges and agrees that the Appliances are provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Upon termination of the Subscription Period, Customer will promptly return all Appliances to Darktrace (or to

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the applicable Partner) in accordance with Darktrace's (or applicable Partner's) instructions. Customer's use of any Appliance is subject to the applicable Product Specification.

- 4.5. Services. Darktrace will provide to Customer the Services set forth in the Product Order Form. Support Services will be provided in accordance with the Support Terms, which are hereby incorporated into and form part of this Agreement.
- 4.6. Restrictions. Customer will not, with respect to the Offering (or any portion thereof): (i) use the Offering in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Offering, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Offering, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Offering to any third party, or otherwise allow any third party to use the Offering for any purpose (except for Customer Affiliates or Outsource Providers as expressly permitted herein); (v) knowingly use the Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws; (vi) knowingly interfere with, or disrupt the integrity or performance of, the Offering; (vii) access or search any software component of the Offering (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Offering features provided by Darktrace for use expressly for such purposes; (viii) use the Offering for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Offering or any part thereof; (ix) employ or authorize a Darktrace competitor to use or view the Offering, or to provide management, hosting, or support for the Offering; (x) disclose the contents of Alerts, reports or other output of the Offering to third-parties other than Customer Affiliates or Outsource Providers without Darktrace's prior written consent; (xi) use the Offering to circumvent the security of a third party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; or (xii) cause, encourage or assist any third party to do any of the foregoing.
- 4.7. Customer Affiliates. Customer will ensure that any Affiliate of Customer ("**Customer Affiliate**") using or accessing the Offering, or benefitting from Customer's use of the Offering, complies with this Agreement. Customer is responsible for Customer Affiliates' acts and omissions in connection with their access to, or use of, the Offering.
- 4.8. Open Source Software. Darktrace uses certain open source software in its products. Copies of, or references to, open source software licenses may be set out in a text file, installation file or folder accompanying the open source software.
- 4.9. Ownership. All Software is provided on a subscription access basis, not sold. Subject to the limited rights expressly granted hereunder, Darktrace reserves and, as between the parties will solely own, the Offering and all right, title and interest (including all Intellectual Property Rights) in and to the Offering. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.
- 4.10. Feedback. Darktrace may freely use any feedback, suggestions, comments or the like that Customer provides to Darktrace with regard to the Offering.

5. Outsource Providers and Third-Party Services.

- 5.1. Outsource Providers. If Customer contracts with an Outsource Provider, Customer may permit such Outsource Provider to exercise all or any portion of the rights granted to Customer in Section 4.2 solely on Customer's or the Customer Affiliates' behalf. If Customer permits an Outsource Provider to use or access the Offering on Customer's or a Customer Affiliate's behalf, Customer will make sure all Outsource Providers comply with the terms of this Agreement and Customer will be liable for any breach of this Agreement by an Outsource Provider.
- 5.2. Third-Party Services. Darktrace does not support or guarantee integration with third party technologies or services ("**Third-Party Services**") unless otherwise expressly set out in a Product Order Form or otherwise agreed to by Darktrace in writing. Darktrace: (i) does not provide any aspect of the Third-Party Services; and (ii) is not responsible for any compatibility issues or errors in the Offering or Third-Party Services caused in whole or in part by the Third-Party Services.

6. Customer Obligations and Customer Data.

- 6.1. Customer Security Obligation. As between the parties, Customer will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein. Darktrace will not be liable, and Customer will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Customer's credentials, equipment, systems or premises. Customer acknowledges that Darktrace does not provide or undertake backup or maintenance services for Customer Data and Customer will be solely responsible for backup of all Customer Data.
- 6.2. Customer Data. As between Customer and Darktrace, Customer will own all right, title and interest in and to the Customer Data. Customer grants to Darktrace a limited, non-exclusive, worldwide, royalty-free license to host, access and use the Customer Data only: (i) for the purpose of operating and providing the Offering and (ii) as required by Applicable Laws.
- 6.3. Alerts. Darktrace may utilize the metadata associated with Alerts on a deidentified basis to develop and improve the Darktrace Offering.
- 6.4. Representation and Warranties. Customer represents and warrants that: (i) it has obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Customer Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Darktrace's use of Customer Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Customer and any third party.

7. Data Protection.

- 7.1. Data Protection Addendum. The parties will comply with their respective obligations set out in the Data Processing Addendum, which is hereby incorporated into and forms part of this Agreement.
- 7.2. Business Associate Agreement. In order to comply with the parties' obligations under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), to the extent applicable to Customer, Customer and Darktrace agree such protected health information will be processed in accordance with the Business Associate Agreement, which is hereby incorporated into and forms part of this Agreement. For the purposes of this Section, Customer

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is a “covered entity” as defined pursuant to HIPAA regulations and transmits to Darktrace protected health information which is regulated pursuant to HIPAA during the course of its use of the Offering.

8. Confidentiality.

- 8.1. General Obligation. A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This Section 8 will not apply to information which: (i) is known by the recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of the recipient; or (iii) is independently developed by, or for, the recipient.
- 8.2. Permitted Recipient. A recipient of Confidential Information will not: (i) use Confidential Information of the other party, except as needed to fulfill its obligations or exercise its rights under this Agreement; or (ii) disclose Confidential Information of the other party to any third party, except to its or its Affiliates’ employees, agents and contractors who need to know. The recipient is liable for a breach of this Section 8 by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient’s obligations under this Agreement.
- 8.3. Required Disclosures. The recipient may reveal Confidential Information of the other party if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser’s reasonably requested protective actions, at the discloser’s expense.
- 8.4. Return or Destruction. The recipient will return, delete or destroy all Confidential Information of the other party and confirm in writing it has done so within 30 days of the discloser’s written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business, provided, however, that any such retained information will remain subject to this Agreement.

9. Warranties.

- 9.1. Software Warranty. Darktrace warrants to Customer during the applicable Subscription Period that: (i) the Software will perform materially in accordance with the applicable Product Specification(s); and (ii) Darktrace adopts customary industry standard practices to prevent the Software, upon download by or delivery to the Customer, from injecting malicious or disabling code that is intended to damage or destroy the Customer’s system or network where the Software is installed (the “**Software Warranty**”). Darktrace will use commercially reasonable efforts to provide a work-around or correct any reported non-conformity with the Software Warranty, and, if Darktrace determines that it is unable to do so in its discretion, Darktrace may terminate Customer’s license to access and use the applicable non-conforming Software and refund to Customer the prepaid Fees prorated for the unused period of the applicable Subscription Period. Customer will promptly report any non-conformity with the Software Warranty to Darktrace in writing. The rights and remedies set forth in this Section will be the Customer’s sole and exclusive remedy and Darktrace’s sole and exclusive liability for any breach of the Software Warranty. The Software Warranty does not apply to Evaluation Offerings.
- 9.2. Service Warranty. Darktrace warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of 30 days from the completion of the Services, and Customer will promptly report any non-conformity with such warranty to Darktrace in writing.

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Darktrace will, at its option and expense: (i) use commercially reasonable efforts to re-perform the non-conforming Services; or (ii) refund to Customer the portion of the Fees paid attributable to the non-conforming Services. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the warranty set forth in this Section.

- 9.3. Exclusions. The warranties in Sections 9.1 and 9.2 do not apply if: (i) the Offering has been modified, except by Darktrace; (ii) the Offering has not been installed, used, or maintained in accordance with this Agreement or Product Specification; (iii) the non-conformity occurs due to a failure by the Customer to allow Darktrace or its agents to implement any updates, corrections or modifications to the Software made available to Customer by Darktrace; or (iv) Customer has combined the Offering with other software, services, or products that are not provided by Darktrace or not otherwise specified in the applicable Product Specification, and but for such combination, the breach of warranty would have been avoided.
- 9.4. No Guarantee. CUSTOMER AGREES THAT: (I) DARKTRACE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, REPORT OR DISCOVER ALL OF CUSTOMER'S OR CUSTOMER AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND CUSTOMER AFFILIATES WILL NOT HOLD DARKTRACE RESPONSIBLE THEREFOR; AND (II) THE OFFERING AND SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY ATTACK, EVEN IF FULLY IMPLEMENTED.
- 9.5. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERING IS PROVIDED ON AN "AS IS" BASIS, AND DARKTRACE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE OFFERING OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARKTRACE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DARKTRACE HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE OFFERING WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERING IS NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATION OR HAZARDOUS ENVIRONMENT THAT REQUIRES FAIL-SAFE PERFORMANCE, WHERE THE FAILURE OF THE OFFERING MIGHT RESULT IN OR CAUSE DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. DARKTRACE DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS, INTEGRATIONS OR SERVICES.

10. Intellectual Property Rights Infringement Indemnity.

- 10.1. Darktrace's Indemnity. Darktrace will defend any third-party claim against the Customer asserting that Customer's use of the Software in accordance with this Agreement infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Darktrace will indemnify Customer against any damages awarded in any final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the Customer: (i) notifies Darktrace in writing of the IP Claim; (ii) fully cooperates with Darktrace in the defense of the IP Claim; and (iii) grants Darktrace the right to exclusively control the defense and settlement of the IP Claim and any appeal (provided that any settlement by Darktrace must include, as an unconditional term, the claimant's or plaintiff's release of Customer from all liability with respect to the IP Claim). Customer may, at Customer's own expense, participate in the

defense of any IP Claim but Customer will not enter into any settlement or compromise of any such claim without Darktrace's prior written consent.

- 10.2. Remedies. If Darktrace reasonably believes the Software could infringe any third party's patent, copyright or registered trademark, Darktrace may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Software, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue to use the Software. If Darktrace determines that neither alternative is commercially practicable, Darktrace may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer and refunding a prorated portion of the pre-paid, unused Fees paid by Customer corresponding to the unused period of the applicable Subscription Period.
- 10.3. Exclusions. Darktrace will have no obligations under this Section 10 if the IP Claim is based upon or arises out of: (i) any modification to the Software not made by Darktrace; (ii) any combination or use of the Software with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Software after being notified of the infringement claim or after being provided a modified version of the Software by Darktrace at no additional cost that is intended to address such alleged infringement; or (iv) Customer's failure to use the Software in accordance with the terms of this Agreement, including the applicable Product Specification.
- 10.4. Exclusive Remedy. THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 10 WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DARKTRACE'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE OFFERING.

11. **Limitation of Liability.**

- 11.1. Excluded Damages TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, COST OF SUBSTITUTE SERVICES, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE OFFERING, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE APPLICABLE CLAIM OR LIABILITY IS BASED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE.
- 11.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL A PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE OFFERING, EXCEED THE FEES ACTUALLY PAID TO DARKTRACE FOR THE OFFERING GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.
- 11.3. Exclusions. THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 11 DO NOT APPLY TO: (I) DARKTRACE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1; (II) BREACH OF SECTION 4.6 (RESTRICTIONS); (III) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (IV) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS to the extent

arising from such party's willful misconduct or knowing violation of this Agreement.

- 11.4. Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN DARKTRACE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. Term; Suspension and Termination.

- 12.1. Term. This Agreement will remain in effect until all active Subscription Periods have expired or until earlier terminated pursuant to the terms of this Agreement or as otherwise specified herein.
- 12.2. Suspension. Darktrace may immediately suspend Customer's access to, or use of, the Offering if: (i) Darktrace believes that there is a significant threat to the security, integrity, functionality, or availability of the Offering or any content, data, or applications in the Offering; (ii) Customer is in breach of Section 4.6 (Restrictions); (iii) Customer (or the applicable Partner) fails to pay Darktrace when fees are due; or (iv) if required by law (including under a court order); provided, however, Darktrace will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.
- 12.3. Termination. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.4. Effect of Termination. Upon termination of this Agreement for any reason: (i) all Customer's rights to access and use the Offering will terminate; (ii) Customer will promptly cease all use of the Offering and de-install all Software installed on Customer's systems or networks; (iii) where applicable, Customer will ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace (or the applicable Partner) in accordance with Darktrace's (or the applicable Partner's) instructions. Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Appliance; (iv) for a period of 30 days following the termination, Darktrace will maintain Customer Data stored in Darktrace's cloud services and grant Customer access to the cloud services, solely to download and delete any such Customer Data. Thereafter, Darktrace will delete or destroy all copies of Customer Data without liability or additional notice, unless legally prohibited from doing so. Customer Data cannot be received once deleted or destroyed; and (v) all undisputed Fees owing to Darktrace at the date on which termination or expiry takes effect will become immediately due and payable.
- 12.5. Survival. Sections 1, 3, 4.9, 4.10, 6.3, 8, 9.5, 10, 11, 12.4, 12.5, and 13 to 17 will survive expiration or termination of this Agreement for any reason.

13. Compliance with Laws.

Each party agrees to comply with Applicable Laws, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer affirms that Customer is not named on, owned by, or acting on behalf of any United Kingdom, U.S. or other applicable government denied-party list, and Customer agrees to comply fully with all relevant export control and sanctions laws and regulations of the United Kingdom, the United States and other applicable jurisdictions ("Export Laws") to ensure that neither the Offering, Software, any of Customer Data, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the

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Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer shall complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

14. U.S. Government End Users.

The Offering (including the Software) was developed solely at private expense and is a “commercial product”, “commercial item”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Offering (including the Software) by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with U.S. federal law and regulations. If these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with U.S. federal law, Customer will immediately discontinue its use of the Offering (including the Software).

15. Governing Law and Dispute Resolution.

Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law defined in the table below and adjudicated: by final and binding arbitration; in each case, as set forth in the table below. Notwithstanding the foregoing: (a) each party may enforce its or its Affiliates’ Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (b) Darktrace or its Affiliates may bring suit for payment in the country where the Customer is located. Where arbitration applies, it will be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC**”) by three arbitrators in accordance with said Rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, will be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Customer location (as stated in the Product Order Form)	Governing Law	/ Arbitration
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of Texas, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction	Arbitration – Dallas County, Texas
None of the above	The laws of England & Wales	Arbitration at the ICC in London

16. General Provisions.

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- 16.1. Entire Agreement; Amendments. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties, except that Darktrace may unilaterally modify the Product Specification and Support Terms so long as it does not reduce or materially modify the functionality of the Offering. Unless otherwise specifically agreed to in writing signed by the parties, in the event of any conflict or inconsistency between this Agreement, any Product Order Form or any document incorporated by reference into this Agreement, the order of precedence of the documents from highest to lowest is: (i) the Product Order Form; (ii) this main body of the Agreement; and (iii) the documents incorporated herein by reference solely with respect to the subject matter of such documents, and provided, further, that the Data Processing Addendum will prevail over the Product Order Form, this main body of the Agreement and all other documents solely with respect to its subject matter.
- 16.2. Assignment. Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to: (i) an Affiliate in connection with a corporate reorganization; or (ii) a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 16.3. Compliance. Customer agrees to permit Darktrace, or an independent representative appointed by Darktrace, to verify that Customer's use of the Offering complies with this Agreement. Darktrace will not exercise this right more than once in any 12-month period. If Customer procured the Offering through a Partner, Customer also agrees that Darktrace may request Customer to provide confirmation of the order(s) placed by Customer with the Partner, including copies of agreement(s) between Customer and Partner, provided that all pricing information will be removed from the copies provided to Darktrace.
- 16.4. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 8 (Confidentiality) or, in the case of Customer, Section 4.6 (Restrictions), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 16.5. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- 16.6. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the parties and their respective successors and assigns.
- 16.7. Waiver; Severability. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental

force and effect.

- 16.8. Force Majeure. Other than in respect of Customer's payment obligations, neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. The party experiencing a force majeure event will use commercially reasonable efforts to provide notice of such to the other party. During the continuation of a force majeure event, the non-performing party will use commercially reasonable efforts to overcome the force majeure event and, to the extent it is able, continue to perform its obligations under this Agreement.
- 16.9. Notices. Any notice will be delivered by hand, recorded delivery, registered post or email with satisfactory proof of such delivery to be retained by sender. Notices will only become effective on the actual date that the notice is received. Any notices required to be given in writing to Darktrace will be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom. Email notices to notices@darktrace.com.

17. Definitions.

When used in this Agreement, terms defined in this Section 17 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

"Affiliate" means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity.

"Alerts" means alerts of suspected malicious activity on a Customer's environment generated by the Offering.

"Appliance(s)" means hardware device(s) (including embedded firmware) shipped by Darktrace to Customer and as more fully described on the Product Order Form.

"Applicable Laws" means all international, domestic and local laws, ordinances, regulations and orders applicable to a party's performance under this Agreement.

"Business Associate Agreement" means the document titled Darktrace Business Associate Agreement available at <https://darktrace.com/legal/business-associate-agreement>.

"Cloud Provider" means Microsoft Azure, Amazon Web Services, Google Cloud Platform, as specified on the Product Order Form.

"Commencement Date" means the date specified in a Product Order Form on which Darktrace

shall commence providing the Offering to Customer.

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing

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policies, product information, strategies, developments, trade secrets, intellectual property, materials, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and know-how of a party, and any other information clearly designated by a party as being confidential to it (whether or not it is marked “confidential”), and information that ought reasonably be considered to be confidential given its nature or circumstance of disclosure, but in all circumstances excludes any Personal Data.

“Customer” means the party using or accessing the Offering, or any portion thereof, in each case, pursuant to the terms of this Agreement.

“Customer Data” means: (i) all data and information submitted into, or stored in, the Appliance or Software by Customer, or otherwise provided by Customer to, or accessible by, Darktrace in connection with this Agreement (which may include information about network traffic on Customer’s network (metrics), log/metadata collection, as well as the raw packet capture data from Customer’s network); and (ii) the contents of all Alerts; but, in case of (i) and (ii), excluding any information or data owned or controlled by Darktrace and made available through or in connection with the Offering.

“Data Processing Addendum” means the document titled Data Processing Addendum available at <https://darktrace.com/legal/data-processing-addendum>.

“Installation Service” means installation and test procedures performed by Darktrace to confirm completion of the installation of the Appliance on the applicable site.

“Intellectual Property Rights” means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world.

“Offering” means, collectively, the Appliance(s), Software and Services (or any combination thereof).

“Outsource Provider” means any third-party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions appointed or engaged by or on behalf of Customer.

“Partner” means an authorized reseller of Darktrace.

“Partner Arrangement” means a separate agreement between Customer and a Partner.

“Personal Data” has the meaning given to it in the Data Processing Addendum.

“Product Order Form” means any order form, purchase order or other ordering document agreed to or accepted by Darktrace, or Darktrace and a Partner where applicable, that identifies the Offering purchased by Customer, or an Evaluation Offering, the Offering quantity based on Darktrace’s applicable usage metrics, price, and Subscription Period.

“Product Specification” means the technical and user manuals and guides for the Offering available at available at <https://darktrace.com/legal/product-specific-terms> and at <https://darktrace.com/legal/product-specifications-and-service-definitions>, as updated by Darktrace from time to time.

DARKTRACE

"Services" means the Installation Service and the Support Services.

"Support Services" means support services for the Offering performed by Darktrace in accordance with the Support Terms.

"Support Terms" means Darktrace's support services terms and conditions available at <https://darktrace.com/legal/darktrace-support-services>, as may be updated by Darktrace from time to time.

"Software" means the Darktrace's software (in object code form) delivered to Customer on a standalone basis or as installed in the Appliance (including pursuant to an applicable Product Order Form), as more fully described on the applicable Product Specification, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace.

"Subscription Period" means the period during which Darktrace shall make available the Offering to Customer as set forth in the applicable Product Order Form.

"Usage Metrics" means the limits, metrics or other measurements or conditions of permitted usage of the Offering, as set out in the applicable Product Order Form.



Governmental Service Proposal

Date:		February 9, 2026	
Business Name:	Burnet County Texas	Rep:	Debbie Baecht
Service Address:	220 S Pierce St	Phone:	903-965-6744
City, State, Zip:	Burnet, TX 78611	Email:	dbaecht@vestednetworks.com
Contact Name:	Gregg Harris	Main #	512-756-5420
Contact Email:	gharris@burnetcountytexas.org	Cell #	512-715-5286

Complete Business Voice Service & Solution					
Qty	Item	Description	Term	Price	Total
1	Site Hosting	NOVA Cloud PBX w/ <u>All Features</u> Usage & Service	M2M		\$ -
8	PBX Stations	(Standard) Hosted User Seat / Extension		\$ -	\$ -
	PBX Stations	(Conference) Hosted User Seat / Extension			\$ -
	PBX Stations	(Cordless) Hosted User Seat / Extension			\$ -
	FAX Stations	NOVA vFax+ (Fax2Email & Portal Fax) w/ Store&Fwd ATA if needed			\$ -
Equipment & Onboarding Included (w/ 36-60mo term)		Yealink IP Phones NOVA Softphone App Managed Network Firewall ~ Equipment (8 x T46U) Onsite Install w/ Zero/minimal down time. Personalized Setup Ongoing Support			
Recommended Add-On Solutions		Main ISP> Options for the main internet (+) Backup ISP is advised for stability and redundancy. Vested LTE> We have cellular LTE internet options for primary or backup. Vested Managed ISP> We can shop great internet service & help eliminate account & support headaches!			
NOTES		One month FREE trial for 8 users. We will provide the T46U.			

This Proposal is confidential and proprietary, valid for 30 days from Proposal date.		Services - Subtotal :	\$ -
Customer install includes built-in trial during porting process	> Customer Initial _____	State/Local - Sales Tax :	EXEMPT
Early Termination Fee from current carrier? No [X] Yes []	> Customer Initial _____	E-911/Location Service :	
If Yes, Vested will pay customer up-to \$ _____		Total Services MRC :	\$ -

Vested Networks 0-Down powered by partner finance service agreement. A \$100 doc fee assessed at startup.

- Customer Acceptance -			
Signature:		Date:	
Printed Name:		Title:	
Federal Tax ID (EIN):			

By signing this quote, customer is agreeing to the Vested Contractual TOS (<https://vestednetworks.com/terms-of-service/>)

CMBL ID: 1822818846400 | HUB ID: 517215 | USAC SPIN ID: 143052055 | Form 499 Filer ID : 833606 | FCC FRN ID: 0026955260

Thank you for letting us serve you! - Visit us at vestednetworks.com

VN+GOV V4.8 Vested Networks, LLC | 809 Office Park Cir, STE 100, Lewisville, TX 75057 | 972-924-6488 | Evan Huff (CEO) x101



Vested Networks
Letter of Agency (LOA)
(Authorization for Number Transfer & Porting)
& Toll Free RESPORG (ID: IDL01)

IMPORTANT: DO NOT CANCEL current phone service!!!

Please wait until you receive notice that your numbers have completed the porting process and are fully active with Vested Networks. Canceling ahead of time will cause you to lose your phone number(s). Avoid the headache and wait for further instructions.

~!~ Upon port completion, Vested Networks porting team will test all numbers and notify about next steps. ~!~

I, * Gregg Harris (Authorized User), certify that I am an authorized representative of
Burnet County Texas (Business Name), and have the authority to port my telephone number(s) to Vested.

CUSTOMER INFORMATION

> Consult your sales rep or the Vested Networks porting team before filling this out.

Business Name : (via Bill Copy)		Service Address :	220 S Pierce St, Burnet, TX 78611
Main Number :	512-756-5420	Email :	gharris@burnetcountytexas.org

* Authorized User Signature *

* Print Name *

* Date *

By signing above, I understand that I am granting Vested Networks the authority to communicate with my current telephone service provider as well as complete any and all paperwork on my behalf in order to port my phone number(s) away from my current telephone service provider to Vested Networks. I understand that either my electronic or written signature of this request may be accepted. I agree to send Vested Networks a current telephone bill copy as described at the top of this form. I understand that, while not common, my current telephone service provider may assign a charge for porting away, and that I will be responsible to handle any such charges through dispute or payment. I understand that I will be informed if my number is not portable to Vested Networks. I understand that the standard porting time is between five (5) to fifteen (15) business days, and that porting of my number is dependent upon release of my number(s) from my current carrier.

PHONE NUMBER INFORMATION

> What numbers do you want to port or move to Vested Networks?
> Have more numbers than will fit? Save your fingers! Email to porting@vestednetworks.com

>> Example Label & Number Format: (Main Number) 999-888-7777 <<

(Label) #1		(Label) #21	
(Label) #2		(Label) #22	
(Label) #3		(Label) #23	
(Label) #4		(Label) #24	
(Label) #5		(Label) #25	
(Label) #6		(Label) #26	
(Label) #7		(Label) #27	
(Label) #8		(Label) #28	
(Label) #9		(Label) #29	
(Label) #10		(Label) #30	
(Label) #11		(Label) #31	
(Label) #12		(Label) #32	
(Label) #13		(Label) #33	
(Label) #14		(Label) #34	
(Label) #15		(Label) #35	
(Label) #16		(Label) #36	
(Label) #17		(Label) #37	
(Label) #18		(Label) #38	
(Label) #19		(Label) #39	
(Label) #20		(Label) #40	

AFTER PORT COMPLETE NOTICE: Cancel old phone service immediately!

Failure to cancel after the port has completed may result in additional charges from the previous phone service carrier. Vested Networks is not responsible for these additional charges.



Purchase Order

Burnet County Texas
220 S Pierce St, Burnet, TX 78611
512-756-5420

DATE: 2/9/26
INVOICE #: 46062

BILL TO

Burnet County Texas
220 S Pierce St
Burnet, TX 78611
512-756-5420
Gregg Harris
gharris@burnetcountytexas.org

PAYEE

Navitas Credit Corp
203 Fort Wade Road
STE 300
Ponte Vadra, FL 32081

VENDOR

Vested Networks, LLC.
809 Office Park Cir
STE 100
Lewisville, TX 75057

PAYMENT TERMS

DESCRIPTION	AMOUNT
Vested Networks phone solution. 1x Site Hosting w/ 8x PBX Stations w/ 0x Fax Solutions	\$0.00
TOTAL MONTHLY COMMITMENT FOR : 60mo	\$0.00

Authorized Signature	Name / Title	Date
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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

26.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:

- (a) Authorization to go out to bid for Bid No. 26-6140-01 - CR 407 Paving Project (Dockery);
 - (b) Approval of supplemental agreement #1 with Brauntex Materials for Bid No. 25-6100-04 Cold Mix;
 - (c) Approval of supplemental agreement #1 with Brauntex Materials for Bid No. 25-6100-05 Black Base;
 - (d) Authorization to sign the negotiated contract with American Structurepoint for RFQ 26-4090-02 CIPP Engineering Services.
- (Wilson)
-

Attachments

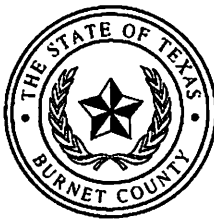
25-6100-04 Re-bid Tabulation
25-6100-04 Signed Contract Renewal Letter
Supplemental Agreement - BID 26-6100-04 COLD MIX
25-6100-05 Re-bid tabulation
25-6100-05 Signed Contract Renewal Letter
Supplemental Agreement - BID 25-6100-05 BLACK BASE
American_Structurepoint_CIPP-Bond Assist_PSA
.American_Structurepoint_CIPP_Exh_C_Work_Authorization

TABULATION

**25-6100-04 RE-BID TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT
CONCRETE PAVEMENT (MATERIAL ONLY) TYPE D; ASPHALT AC 0.6;
AGGREGATE SAC-B**

APRIL 02, 2025 – 2:00 PM

Vendor	Product	FOB Plant	FOB Delivered
Asphalt Inc. LLC DBA Lonestar Paving	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type D ; asphalt shall be AC 0.6; and aggregate shall be SAC-B	\$ 82.00	\$ 98.00
Brauntex Materials Inc.	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type D ; asphalt shall be AC 0.6; and aggregate shall be SAC-B	\$ 62.00	\$ 87.00
Texas Materials Group	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type D ; asphalt shall be AC 0.6; and aggregate shall be SAC-B	\$ 100.00	\$ 108.00



February 10, 2026

Brauntex Materials, Inc.
1504 Wald Rd
New Bruanfels, Texas 78132

Contract Renewal for Re-Bid 25-6100-04 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type D; Asphalt AC 0.6; Aggregate SAC-B.

Dear Will Fischer,

On April 08, 2025 Burnet County Commissioners Court awarded Bruantex Materials, Inc. Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type D; Asphalt AC 0.6; Aggregate SAC-B. The bid included an option to renew the contract.

The County would like to extend Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type D; Asphalt AC 0.6; Aggregate SAC-B to Bruantex Materials, Inc. for an additional term of 12 months at the same prices and terms set forth in the original bid documents.

If Bruantex Materials, Inc. agrees to provide the materials and services, please check the appropriate space on the attached and return it to Burnet County Purchasing Office, no later than February 17, 2026. *If Bruantex Materials, Inc. is agreeing to renew this contract, a Supplemental Agreement to the contract will be sent to you for signature. The Supplemental Agreement will then be placed on the Commissioners Court agenda for approval.*

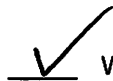
If Bruantex Materials, Inc. declines to extend the contract, please check the appropriate space on the attached and return it to Burnet County Auditor's Office.

Form may be returned by:

E-mail to: mschumann@burnetcountytexas.org

Sincerely,

Megan Schumann
Burnet County Auditor's Office



We agree to extend the current contract for Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type D; Asphalt AC 0.6; Aggregate SAC-B.

No, We do not wish to extend the current contract.

Company Name: Brauntex Materials, Inc.

Address: 1504 Wald Rd, New Braunfels, TX 78132

Telephone: 830-625-6276

Email: sales@brauntextmaterials.com

Fax: 830-620-7995

Signed: [Signature]

Title: President

Date: 2/10/26

SUPPLEMENTAL AGREEMENT I
TO
CONTRACT ON BID # 25-6100-04

WHEREAS, The Contract and bid package #25-6100-04 TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE D; ASPHALT AC 0.6; AGGREGATE SAC-B, including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Burnet County Commissioners Court as the governing body of Burnet County did on APRIL 08, 2025 award a contract to BRAUNTEX MATERIALS, INC. for furnishing **TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE D; ASPHALT AC 0.6; AGGREGATE SAC-B** for Burnet County in quantities and at prices as set forth in said bid package; and

WHEREAS, The Burnet County Commissioners Court and BRAUNTEX MATERIALS, INC intend to extend the contract executed, by and between said parties, on MARCH 10, 2026 by entering into this Supplemental Agreement #1; and

THEREFORE, Knowing all men by these present, that this Supplemental Agreement is entered into by Burnet County, Texas (hereinafter called "County") and BRAUNTEX MATERIALS, INC (hereinafter called "Vendor").

I.
SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT dated this 10th day of MARCH 2026, to the Contract on Bid #25-6100-04 executed on APRIL 08, 2025, by and between the County and Vendor for the purchase of **TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE D; ASPHALT AC 0.6; AGGREGATE SAC-B**, sets forth the following terms and conditions:

II.
ADDITIONAL TERMS

- 1.1 PRICE: The County shall purchase, and the Vendor shall provide TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE D; ASPHALT AC 0.6; AGGREGATE SAC-B, at the price as indicated in the original bid document #25-6100-04, attached hereto and incorporated herein by reference.
- 1.2 TERM: The term of this Contract is for ONE (1) year, beginning APRIL 08, 2026.
- 1.3 This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other vendors.
- 1.4 This Supplemental Agreement, with the entire bid package and Contract incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.
- 1.5 No amendment, modification or alteration of the terms of this supplemental agreement shall be binding unless same is in writing, dated subsequent to the date of this

supplemental agreement, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Burnet, Texas, effective as of the date above.

BRAUNTEX MATERIALS, INC

BURNET COUNTY

BY: _____
AUTHORIZED AGENT

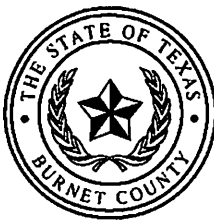
BY: _____
COUNTY JUDGE

TABULATION

**25-6100-05 RE-BID TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT
CONCRETE PAVEMENT (MATERIAL ONLY) TYPE B; ASPHALT AC 0.6;
AGGREGATE SAC-B**

APRIL 02, 2025 – 2:30 PM

Vendor	Product	FOB Plant	FOB Delivered
Branntex Materials Inc.	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type B ; asphalt shall be AC 0.6; and aggregate shall be SAC-B	\$ 62.00	\$ 87.00
Texas Materials Group	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type B ; asphalt shall be AC 0.6; and aggregate shall be SAC-B	\$ 100.00	\$ 108.00
Asphalt Inc. LLC DBA Lone Star Paving Company	Price Per Ton: TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) shall be Type B ; asphalt shall be AC 0.6; and aggregate shall be SAC-B	\$ 82.00	\$ 98.00



February 10, 2026

Brauntex Materials, Inc.
1504 Wald Rd
New Braunfels, Texas 78132

Contract Renewal for Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type B; Asphalt AC 0.6; Aggregate SAC-B.

Dear Will Fischer,

On April 08, 2025 Burnet County Commissioners Court awarded Bruantex Materials, Inc. Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type B; Asphalt AC 0.6; Aggregate SAC-B. The bid included an option to renew the contract.

The County would like to extend Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type B; Asphalt AC 0.6; Aggregate SAC-B to Bruantex Materials, Inc. for an additional term of 12 months at the same prices and terms set forth in the original bid documents.

If Bruantex Materials, Inc. agrees to provide the materials and services, please check the appropriate space on the attached and return it to Burnet County Purchasing Office, no later than February 17, 2026. *If Bruantex Materials, Inc. is agreeing to renew this contract, a Supplemental Agreement to the contract will be sent to you for signature. The Supplemental Agreement will then be placed on the Commissioners Court agenda for approval.*

If Bruantex Materials, Inc. declines to extend the contract, please check the appropriate space on the attached and return it to Burnet County Auditor's Office.
Form may be returned by:

E-mail to: mschumann@burnetcountytexas.org

Sincerely,

Megan Schumann
Burnet County Auditor's Office

☒ We agree to extend the current contract for Re-Bid 25-6100-05 TXDOT Item 8013 Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only) Type B; Asphalt AC 0.6; Aggregate SAC-B.

☐ No, We do not wish to extend the current contract.

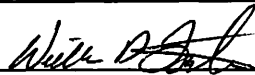
Company Name: Brauntex Materials, Inc.

Address: 1504 Wald Rd, New Braunfels, TX 78132

Telephone: 830-625-6276

Email: Sales@brauntexmaterials.com

Fax: 830-620-7995

Signed: 

Title: President

Date: 2/10/26

SUPPLEMENTAL AGREEMENT I
TO
CONTRACT ON BID # 25-6100-05

WHEREAS, The Contract and bid package #25-6100-05 TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE B; ASPHALT AC 0.6; AGGREGATE SAC-B, including the Cover Sheet, Instructions, Specifications, and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Burnet County Commissioners Court as the governing body of Burnet County did on APRIL 08, 2025 award a contract to BRAUNTEX MATERIALS, INC. for furnishing **TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE B; ASPHALT AC 0.6; AGGREGATE SAC-B** for Burnet County in quantities and at prices as set forth in said bid package; and

WHEREAS, The Burnet County Commissioners Court and BRAUNTEX MATERIALS, INC intend to extend the contract executed, by and between said parties, on MARCH 10, 2026 by entering into this Supplemental Agreement #1; and

THEREFORE, Knowing all men by these present, that this Supplemental Agreement is entered into by Burnet County, Texas (hereinafter called "County") and BRAUNTEX MATERIALS, INC (hereinafter called "Vendor").

I.
SUPPLEMENTAL AGREEMENT

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II.
ADDITIONAL TERMS

- 1.1 PRICE: The County shall purchase, and the Vendor shall provide TXDOT ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY) TYPE B; ASPHALT AC 0.6; AGGREGATE SAC-B, at the price as indicated in the original bid document #25-6100-05, attached hereto and incorporated herein by reference.
- 1.2 TERM: The term of this Contract is for ONE (1) year, beginning APRIL 08, 2026.
- 1.3 This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other vendors.
- 1.4 This Supplemental Agreement, with the entire bid package and Contract incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.
- 1.5 No amendment, modification or alteration of the terms of this supplemental agreement shall be binding unless same is in writing, dated subsequent to the date of this

supplemental agreement, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Burnet, Texas, effective as of the date above.

BRAUNTEX MATERIALS, INC

BURNET COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

BURNET COUNTY **CONTRACT FOR ENGINEERING SERVICES**

FIRM: American Structurepoint, Inc. (“Engineer”)
ADDRESS: 2600 Via Fortuna, Building One, Suite 300, Austin, Texas 78746
PROJECT: Capital Improvements Plan and Transportation Program (“Project”)

THE STATE OF TEXAS §
 §
COUNTY OF BURNET §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Burnet County, Texas, a political subdivision of the State of Texas, whose offices are located at 220 S. Pierce Street, Burnet, Texas 78611 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. Texas Department of Transportation's Roadway Design Manual, July 2020
- D. Texas Department of Transportation's Hydraulic Design Manual, September 2019
- E. Texas Department of Transportation's Bridge Design Manual LRFD, January 2020
- F. National Environmental Policy Act (NEPA)
- G. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
- H. Americans with Disabilities Act (ADA) Regulations
- I. U.S. Army Corps Regulations
- J. International Building Code, current edition as updated

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial

interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. 1”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed, or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization, or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Hundred Fifty Thousand Dollars (\$150,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change in the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Burnet County's Purchasing Department, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Purchasing Department in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall

notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Burnet County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Lon Shell
American Structurepoint, Inc.
2600 Via Fortuna
Building One, Suite 300
Austin, Texas 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide

information to the Burnet County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify

County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of

documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

If Engineer for any reason is not allowed to complete all the services called for by this Contract, the Engineer shall not be held responsible for the accuracy, completeness or

constructability of the Engineering Work Projects prepared by the Engineer if used, reused, changed or completed by the County or by another party. Accordingly, the County agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damage, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any Engineering Work Products prepared by Engineer.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs as **determined by mediator or a court of law**, arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer 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, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, JUDGMENTS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Kelly Glaeser
Burnet County Auditor
133 East Jackson Street
Burnet, Texas 78611

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their

successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS 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. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31

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 addresses:

County: Burnet County Judge
220 S. Pierce Street
Burnet, Texas 78611

With copy to:

Office of General Counsel Burnet County
220 S. Pierce Street
Burnet, Texas 78611

Engineer: Cash Canfield
American Structurepoint, Inc.
2600 Via Fortuna, Building One, Suite 300
Austin, Texas 78746

ARTICLE 32

GENERAL PROVISIONS

A. Engineer will perform services under this Contract with reasonable diligence and expediency consistent with sound professional practices. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Burnet County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Burnet County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall 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 shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall

have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a “day” or “days” shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County’s payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Burnet County, Texas. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE BURNET COUNTY COMMISSIONERS COURT.

COUNTY

BURNET COUNTY, TEXAS

By: _____

Name: Bryan Wilson

Title: Burnet County Judge

Date: _____

ENGINEER

American Structurepoint, Inc.

Signed by:
By: Steven J. Miller
DEC5DB390138449...

Name: Steven J. Miller

Title: Senior Vice President

Date: 3/2/2026

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF INDIANA

§

COUNTY OF MARION

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Indiana, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

American Structurepoint, Inc.

Name of Firm

Cash E. Canfield

Signature of Certifying Official

Cash E. Canfield

Printed Name of Certifying Official

President

Title of Certifying Official

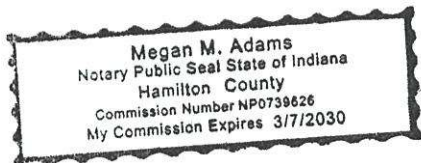
Oct 31, 2025

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Cash E. Canfield
the President of American Structurepoint Inc. on behalf of
said firm.



Megan M. Adams
Notary Public in and for the
State of Indiana

My commission expires: 3/7/2030

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Capital Improvements Plan and Program and Bond Program Assistance and assist the County in the development of the Burnet county-wide transportation plan through collaboration with the Capital Area Metropolitan Planning Organization.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK A – N/A

TASK B - INITIATION, DATA COLLECTION AND EVALUATION

TASK C – IDENTIFY AND ASSIST IN DEVELOPING PROJECTS

TASK D – PUBLIC INFORMATION PROGRAM

TASK E – ASSISTANCE IN IDENTIFYING FUNDING SOURCES

TASK F – ASSIST IN PRIORITIZING PROJECTS

TASK G – IMPLEMENTATION STRATEGIES

TASK H – PROJECT MANAGEMENT AND PROGRESS REPORTS

TASK I – DELIVERABLES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1

PROJECT: Capital Improvement Plan and Transportation Program

This Work Authorization is made pursuant to the terms and conditions of the Burnet County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Burnet County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$150,000.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

American Structurepoint, Inc.

COUNTY:

Burnet County, Texas

By: _____
Signature

Printed Name

Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D**RATE SCHEDULE**

American Structurepoint	
Classification	\$/hr*
Principal	\$334.00
QA/QC	\$334.00
Senior Project Manager	\$328.00
Project Manager	\$269.00
Senior Project Engineer	\$260.00
Project Engineer	\$193.00
Design Engineer/EIT	\$170.00
Senior Technician	\$215.00
Technician	\$140.00
Clerical/Administrative	\$140.00
Senior Planner	\$200.00
Staff Planner	\$115.00
Landscape Designer	\$115.00

HNTB Corporation	
Classification	\$/hr*
Principal	\$440.00
Sr. Financial Advisor	\$417.00
Sr. Project Advisor	\$434.00
Project Advisor	\$349.00
Program Manager	\$465.00
Sr. Project Manager	\$344.00
Project Manager	\$273.00
Deputy Project Manager	\$245.00
Sr. Engineer	\$245.00
Project Engineer	\$207.00
Design Engineer	\$165.00
EIT	\$134.00
Sr. Business Manager	\$266.00
Business Manager	\$185.00
Sr. Project Analyst	\$172.00
Project Analyst	\$126.00
Quality Manager	\$240.00
Sr. Project Controls	\$198.00
Project Controls	\$111.00
Administrative Assistant	\$ 96.00
Intern	\$ 91.00

* These Rates will be effective until 1/1/27

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. * must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: ACEC Certificates PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: ACECcertificates@greyling.com FAX (A/C, No):														
INSURED American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Travelers Casualty & Surety Co America</td> <td>31194</td> </tr> <tr> <td>INSURER D : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : The Continental Insurance Company	35289	INSURER C : Travelers Casualty & Surety Co America	31194	INSURER D : Transportation Insurance Company	20494	INSURER E :		INSURER F :	
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INSURER D : Transportation Insurance Company	20494														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 105757450**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR \$1M/\$1M/\$1M GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6050367892	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6050364572	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6050364555	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	650364569	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability incl. Pollution Liability			107806802	5/29/2025	5/29/2026	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Any person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form. Burnet County, Texas is named as an Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Burnet County, Texas 220 S. Pierce Street Burnet TX 78611	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. 1

PROJECT: Capital Improvement Plan and Transportation Program

This Work Authorization is made pursuant to the terms and conditions of the Burnet County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Burnet County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$150,000.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

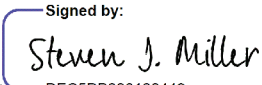
EXECUTED this ____ day of _____, 20__.

ENGINEER:

American Structurepoint, Inc.

COUNTY:

Burnet County, Texas

By:  _____
Signature

Steven J. Miller

Printed Name

Senior Vice President

Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A
Services to be Provided by County

In general, Burnet County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's representative.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Not applicable (N/A).
4. Provide available appropriate County data on file including reports and/or plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining, or affected property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work and final acceptance documents.
8. N/A.
9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
10. Post and maintain project information for public consumption on the County website.
11. Assist with coordination between the Engineer and County's other consultants.
12. N/A.
13. N/A.

Attachment B

Services to be provided by Engineer

A. SERVICE DESCRIPTION

1. The Engineer shall develop a Burnet County (County) Infrastructure Capital Improvement Plan and Program (CIPP). The Engineer will work with the County and identified stakeholders as the Capital Area Metropolitan Planning Organization (CAMPO) develops the Burnet County Transportation Plan. Additionally, Engineer will develop funding strategies, review applications for funding, and identify opportunities to leverage local, state, and federal resources. This is a multi-part process:
 - a. The Engineer shall work with the County and identified stakeholders during the development of the Burnet County Transportation Plan conducted by CAMPO.
 - i. The Engineer shall assist the County in determining future transportation needs that should be addressed in the Transportation Plan.
 - b. The Engineer shall work with the County and identified stakeholders to develop a Capital Improvement Plan (the Plan) identifying and ranking improvement needs on infrastructure within the county over the next 20 years.
 - i. Projects that accommodate all modes of transportation (motor vehicle, pedestrian, and bicycle) shall be considered.
 - ii. The Engineer shall assist the County in establishing objective criteria to evaluate and score potential projects. Criteria may include safety, health, connectivity, congestion relief, support of regional land-use goals, enhancing quality of life, and community support.
 - c. The Engineer shall work with the County and identified stakeholders to develop a Capital Improvement Program (the Program) assigning anticipated revenues to the highest priority projects for a five-year period.
 - i. The program should be reviewed and updated by the County annually for programming updates. The annual updates allow anticipated capital revenues to be adjusted to more current projections, and capital project expenditures are allocated appropriately.
2. The CIPP shall only include capital projects that will improve public infrastructure where either substantial reconstruction or new construction is required. Engineer shall incorporate additional projects as identified by the County and agreed upon by both parties. At this time, maintenance projects are not included.

B. INITIATION, DATA COLLECTION AND EVALUATION

1. The Engineer shall work and meet with the County, including Commissioners Court, key county staff, the county's bond counsel and financial advisor, and other key stakeholders to evaluate all existing information necessary to conduct the CIPP. This includes transportation and pedestrian master plans, studies, traffic counts, etc. Traffic counts and any other available traffic data will be analyzed and a summary of this data will be included in the CIPP. An assessment of issues related to funding strategies will also be included.

C. IDENTIFY AND ASSIST IN DEVELOPING PROJECTS

1. The Engineer will provide coordination, direction and facilitation for the recommendation of an initial program from the highest ranked projects identified in the development of the CIPP to staff and the Court. Engineer shall work with the County to evaluate identified projects based on the County's vision, goals, and common good of the County and citizens across the various communities of interest throughout the County.

2. The Engineer shall work with the County to develop new potential projects based on the County's vision, goals, economic development potential, regional connectivity, safety concerns, quality of life, operational improvements, and pedestrian connectivity. Engineer will lead meetings to establish a decision tree (matrix), look at project options, and eventually rank and score options.
3. The Engineer shall provide a Preliminary Opinion of Probable Cost (OPC) for identified potential new projects. Engineer will also update preliminary OPC's for projects identified in transportation and pedestrian master plans.
4. The Engineer shall provide a layout of potential new projects on an aerial to assist in gaining support for new projects and projects related to prospective funding opportunities.

D. PUBLIC INFORMATION PROGRAM

1. ***Citizen Outreach and Engagement:*** Using foundational material provided by the County, create a stand-alone website for the program where citizens, community leaders, and news media can go to find in-depth information about the program and projects, and answers to common policy and transportation questions. The Engineer's team will create a logo, color scheme and images to brand the program, and receive community input to help guide the decision-making process.
2. ***Website, Social Media, and Media Relations:*** Create and maintain a robust project website that County staff, citizens, and regional media can use as a resource for project process, updates, and resources. This website can live on and be updated by the County as projects are developed and be used for public information/education about the program. Additionally, the Engineer will assist county staff with content and strategy for the county's existing social media channels, as well as helping craft the message that the County can share with local and regional media outlets.
3. ***Community Meetings:*** The Engineer shall prepare necessary documentation to advertise and conduct five (5) in-person meetings, one in each precinct and one final meeting at a location to be determined by the County, to get meaningful impact from citizens. Public notices and presentation graphics will be prepared for the meetings by Engineer to be posted by the County. Comments from these meetings will be gathered and documented. If additional public involvement meetings are requested, additional or supplemental services will be required to facilitate such meetings.
4. ***Presentation Preparation and Meetings:*** Engineer will conduct, lead, and attend regularly scheduled meetings with key staff members and stakeholders to help the county establish the vision, goals, and objectives for Burnet County's transportation network. Reports and updates will be provided to key staff members and stakeholders, including updates to the Commissioners Court during regularly scheduled public meetings, to keep the County updated on all progress and milestones reached. The Engineer shall record and distribute meeting minutes for all meetings with key staff members and stakeholders.
5. ***Schedule Coordination and Broadcast:*** Engineer will keep a master schedule of events, key publication, and distribution dates for all prints, press releases and posts published throughout the project, and communication opportunities for public engagement to supporters.

E. ASSISTANCE IN IDENTIFYING FUNDING SOURCES

1. The Engineer shall assist the County in identifying potential funding sources including but not limited to local, state, federal, and private funds.
2. The Engineer shall assist the County in identifying the appropriate funds to pursue for the prioritized projects.

F. ASSISTANCE IN PRIORITIZING PROJECTS

1. The Engineer shall assist the County in prioritizing existing and potential projects based on vision, goals, funding sources, and common good of the community.

G. IMPLEMENTATION STRATEGIES

1. The Engineer shall assist the County in developing strategies to pursue prioritized projects from a funding, scheduling, and probability of delivery standpoint.

H. PROJECT MANAGEMENT AND PROGRESS REPORTS

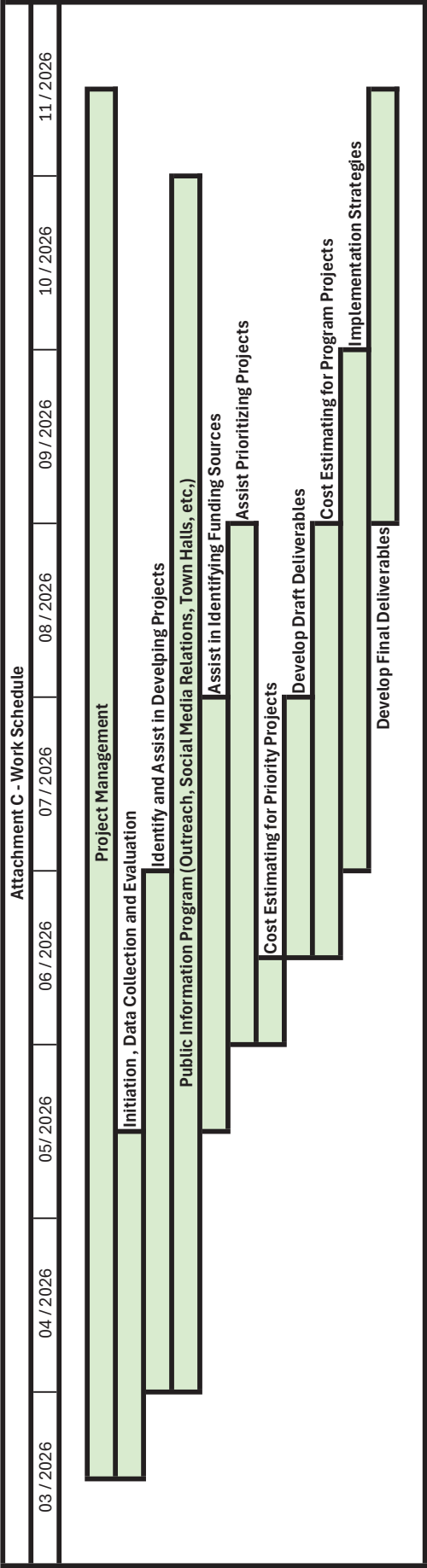
1. Engineer shall review and develop project reports related to the program and final permanent files for residents and county officials.
2. The Engineer shall provide monthly progress reports with updates regarding the Plan's development.

I. DELIVERABLES

1. Five (5) bound hard copies of the Transportation Capital Improvement Plan and Program
2. One (1) electronic (PDF version) of the Transportation Capital Improvement Plan and Program

J. EXCLUDED SERVICES

1. Traffic engineering services, including traffic counting, modeling, and analysis
2. Road design services
3. Bridge design services
4. Environmental science services
5. Utility infrastructure design services



Attachment D
Fee Schedule

The County shall pay Engineer a Lump Sum amount of \$150,000. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

Should the county authorize additional services beyond the scope of this work authorization, such services shall be billed on a time and material basis at the rates included in the master agreement.

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

27.

Meeting Date: 03/10/2026

Subject

Acknowledgment of Receipt:

- (a) PEC Utility Connections - 02.23.26;
- (b) PEC Utility Connections - 03.02.26;
- (c) TCEQ Notice of Application and Preliminary Decision for TPDES Permit for Industrial Wastewater Renewal; and
- (d) Mobile Authority Quarterly Update.
(Wilson)

Attachments

2026.02.23_PEC Utility Connections

2026.03.02_PEC Utility Connections

TCEQ Notice of App and Prelim Decision for TPDES Permit for Industrial Wastewater

Quarterly Report to the Governor-Q4.2025



February 23, 2026

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

02/15/2026 to 02/21/2026 Run Date 02/23/2026

Liberty Hill

Burnet County

<u>District</u>	<u>County</u>	<u>Physical Address</u>	<u>City</u>	<u>Zip</u>
Liberty Hill	Burnet County	135 CAMP RIDGE	MARBLE FALLS	78654
Liberty Hill	Burnet County	2901 CR 212-BARN	BERTRAM	78605
Liberty Hill	Burnet County	196 BRYCE TRAIL	BRIGGS	78608
Liberty Hill	Burnet County	301 SERENITY DRIVE	BERTRAM	78605
Liberty Hill	Burnet County	3200 E HWY 29 WAREHOUSE	BURNET	78611
Liberty Hill	Burnet County	311 SONGWOOD DRIVE	SPICEWOOD	78669
Liberty Hill	Burnet County	10499 FM 2657	KEMPNER	76539
Liberty Hill	Burnet County	301 DEERPATH WAY	SPICEWOOD	78669



March 2, 2026

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

02/22/2026 to 02/28/2026 Run Date 03/02/2026

Liberty Hill

Burnet County

<u>District</u>	<u>County</u>	<u>Physical Address</u>	<u>City</u>	<u>Zip</u>
Liberty Hill	Burnet County	105 HUNTERS PASS BLDG 36	SPICEWOOD	78669
Liberty Hill	Burnet County	2246 CR 214	BERTRAM	78605
Liberty Hill	Burnet County	153 DRAPER LANE	BERTRAM	78605
Liberty Hill	Burnet County	145 DRAPER LANE	BERTRAM	78605
Liberty Hill	Burnet County	1616 CR 321-2ND MTR	BERTRAM	78605
Liberty Hill	Burnet County	160 HIGH RANGE DRIVE	KINGSLAND	78639
Liberty Hill	Burnet County	12944 FM 2657	KEMPNER	76539
Liberty Hill	Burnet County	235 PENINSULA DR	BURNET	78611
Liberty Hill	Burnet County	806 CR 274	BERTRAM	78605
Liberty Hill	Burnet County	372 COUNTY ROAD 423	SPICEWOOD	78669
Liberty Hill	Burnet County	304 CAMPWAY	BURNET	78611
Liberty Hill	Burnet County	116 KIMBERLY LANE	BERTRAM	78605
Liberty Hill	Burnet County	128 KIMBERLY LANE	BERTRAM	78605
Liberty Hill	Burnet County	120 CREEK VIEW DR-HSE	KEMPNER	76539
Liberty Hill	Burnet County	117 KIMBERLY LANE	BERTRAM	78605
Liberty Hill	Burnet County	120 KIMBERLY LANE	BERTRAM	78605
Liberty Hill	Burnet County	124 KIMBERLY LANE	BERTRAM	78605

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR TPDES PERMIT FOR INDUSTRIAL WASTEWATER

RENEWAL

PERMIT NO. WQ0001369000

APPLICATION AND PRELIMINARY DECISION. Lower Colorado River Authority, P.O. Box 220, Austin, TX, 78767, which operates Thomas C. Ferguson Power Plant, a natural gas-fired combined cycle electric power generating facility, has applied to the Texas Commission on Environmental Quality (TCEQ) for a renewal of Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0001369000, which authorizes the discharge of once-through cooling water, auxiliary cooling water, stormwater, and previously monitored effluent (low-volume waste sources and metal cleaning waste) at a daily average flow not exceed 435,000,000 gallons per day via Outfall 001. The TCEQ received this application on July 30, 2024.

The facility is located at 2001 Ferguson Road, near the City of Horseshoe Bay, Llano County, Texas 78657. This link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.371388,30.5575&level=18>

The effluent is discharged directly to Lake Lyndon B. Johnson in Segment No. 1406 of the Colorado River Basin. The designated uses for Segment No. 1406 are primary contact recreation, public water supply, and high aquatic life use.

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Llano County Library, 102 East Haynie Street, Llano, in Llano County, Texas prior to the date this notice is published in the newspaper. The application is available for viewing and copying at the following webpage: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>

ALTERNATIVE LANGUAGE NOTICE. Alternative language notice in Spanish is available at <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

BURNET COUNTY JUDGE

FEB 23 2026

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit written or oral comment or to ask questions about the application. Generally, the TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for public comments, the Executive Director will consider the comments and prepare a response to all relevant and material, or significant public comments. **The response to comments, along with the Executive Director's decision on the application, will be mailed to everyone who submitted public comments or who requested to be on a mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period; and the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period. TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.**

EXECUTIVE DIRECTOR ACTION. The Executive Director may issue final approval of the application unless a timely contested case hearing request or a timely request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and requests to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be added to: (1) the permanent list for a specific applicant name and permit number; and (2) the mailing list for a specific county. If you wish to be placed on the permanent and the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 or electronically at <https://www.tceq.texas.gov/goto/comment/> within 30 days from the date of newspaper publication of this notice.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at <https://www.tceq.texas.gov/goto/cid/>. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at <https://www.tceq.texas.gov/goto/comment/> or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, toll free, at 1-800-687-4040 or visit their website at <https://www.tceq.texas.gov/agency/decisions/participation/permitting-participation>. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Lower Colorado River Authority at the address stated above or by calling Ms. Wendy Schreiber, Manager, Plant Environmental Support, at 512-767-3560.

Issued: February 17, 2026

Comisión De Calidad Ambiental Del Estado De Texas



AVISO DE LA SOLICITUD Y DECISIÓN PRELIMINAR PARA EL PERMISO DEL SISTEMA DE ELIMINACION DE DESCARGAS DE CONTAMINANTES DE TEXAS (TPDES) PARA AGUAS RESIDUALES INDUSTRIALES

RENOVACIÓN

PERMISO NO. WQ0001369000

SOLICITUD Y DECISIÓN PRELIMINAR. La Lower Colorado River Authority, P.O. Box 220, Austin, Texas 78767, que opera la planta eléctrica de Thomas C. Ferguson, una instalación de generación de energía eléctrica de ciclo combinado alimentada con gas natural, ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) una renovación del Permiso No. WQ0001369000 (EPA I.D. No. TX0057576) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga del caudal compuesto por agua de enfriamiento de un solo paso, agua de enfriamiento auxiliar, aguas pluviales y efluentes previamente monitoreados (fuentes de residuos de bajo volumen y residuos de limpieza de metales) a un flujo promedio diario que no exceda los 435,000,000 galones por día a través del Desagüe 001. La TCEQ recibió esta solicitud el 30 de julio de 2024.

La planta está ubicada 2001 Ferguson Road, cerca de la ciudad de Horseshoe Bay, en el Condado de Llano, Texas. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-98.371388,30.5575&level=18>

El efluente es descargado directamente al Lago Lyndon B. Johnson en el Segmento No. 1406 de la Cuenca del Río Colorado. Los usos designados para el Segmento No. 1406 son elevados de vida acuática; abastecimiento de agua potable; y recreación de contacto primario.

El Director Ejecutivo de la TCEQ ha completado la revisión técnica de la solicitud y ha preparado un borrador del permiso. El borrador del permiso, si es aprobado, establecería las condiciones bajo las cuales la instalación debe operar. El Director Ejecutivo ha tomado una decisión preliminar que si este permiso es emitido, cumple con todos los requisitos normativos y legales. La solicitud del permiso, la decisión preliminar del Director Ejecutivo y el borrador del permiso están disponibles para leer y copiar en Biblioteca del Condado de Llano, 102 East Haynie Street, Condado de Llano, Texas. La solicitud y los avisos asociados están disponibles electrónicamente en la siguiente página web:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud.

El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD PARA UNA AUDIENCIA DE CASO IMPUGNADO. Después de la fecha límite para los comentarios públicos, el director ejecutivo considerará los comentarios y preparará una respuesta a todos los comentarios públicos relevantes y materiales, o significativos. **La respuesta a los comentarios, junto con la decisión del director ejecutivo sobre la solicitud, se enviará por correo a todos los que enviaron comentarios públicos o que solicitaron estar en una lista de correo para esta solicitud. Si se reciben comentarios, el correo también proporcionará instrucciones para solicitar una audiencia de caso impugnado o reconsiderar la decisión del director ejecutivo.** Una audiencia de caso disputado es un procedimiento legal similar a un juicio civil en un tribunal de distrito estatal.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.**

La Comisión otorgará solamente una audiencia administrativa de lo contencioso sobre los hechos reales disputados del caso que son pertinentes y esenciales para la decisión de la Comisión sobre la solicitud. Además, la Comisión sólo otorgará una audiencia administrativa de lo contencioso sobre los asuntos que fueron presentados antes del plazo de vencimiento y que no fueron retirados posteriormente. **Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso para descargar aguas residuales sin proveer una oportunidad de una audiencia administrativa de lo contencioso.**

ACCIÓN DEL DIRECTOR EJECUTIVO. El Director Ejecutivo puede emitir la aprobación final de la solicitud a menos que se presente una solicitud de audiencia de caso impugnado oportunamente o una solicitud de reconsideración. Si se presenta una solicitud de audiencia oportuna o una solicitud de reconsideración, el Director Ejecutivo no emitirá la aprobación final del permiso y enviará la solicitud y la petición a los Comisionados de la TCEQ para su consideración en una reunión programada de la Comisión.

LISTA DE CORREO. Si envía comentarios públicos, una solicitud de una audiencia de caso impugnado o una reconsideración de la decisión del Director Ejecutivo, se le agregará a la lista de correo para que esta solicitud reciba avisos públicos futuros enviadas por correo por la Oficina del Secretario Oficial. Además, puede solicitar ser colocado en: (1) la lista de correo permanente para un nombre de solicitante específico y número de permiso; y/o (2) la lista de correo para un condado específico. Para ser colocado en la lista de correo permanente y / o del condado, especifique claramente qué lista(s) y envíe su solicitud a la Oficina del Secretario Oficial de la TCEQ a la dirección a continuación.

Todos los comentarios públicos escritos y las solicitudes de reunión pública deben enviarse a la Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 o electrónicamente a <https://www.tceq.texas.gov/goto/comment> dentro de los 30 días a partir de la fecha de publicación de este aviso en el periódico.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para obtener detalles sobre el estado de la solicitud, visite la Base de Datos Integrada de los Comisionados en <https://www.tceq.texas.gov/goto/cid/>. Busque en la base de datos utilizando el número de permiso para esta solicitud, que se proporciona en la parte superior de este aviso.

CONTACTOS E INFORMACIÓN DE LA AGENCIA. Los comentarios y solicitudes públicas deben enviarse electrónicamente a <https://www.tceq.texas.gov/goto/comment>, o por escrito a Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Cualquier información personal que envíe a la TCEQ pasará a formar parte del registro de la agencia; esto incluye las direcciones de correo electrónico. Para obtener más información sobre esta solicitud de permiso o el proceso de permisos, llame al Programa de Educación Pública de la TCEQ, sin cargo, al 1-800-687-4040 o visite su sitio web en <https://www.tceq.texas.gov/agency/decisions/participation/permitting-participation>. Si desea información en español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Lower Colorado River Authority a la dirección indicada arriba o llamando a Ms. Wendy Schreiber, Gerente, Apoyo Medioambiental de las Plantas al 512-767-3560.

Fecha de emisión 17 de febrero de 2026



The Honorable Greg Abbott
Governor of the State of Texas
P.O. Box 12428
Austin, Texas 78711-2428

Re: Central Texas Regional Mobility Authority Update, Fourth Quarter of 2025

Dear Governor Abbott:

On behalf of the Central Texas Regional Mobility Authority (Mobility Authority) Board of Directors, I would like to provide this quarterly report regarding the agency's efforts to improve the regional transportation landscape in Central Texas.

The first phase of the 183 North Mobility Project opened to traffic on January 2, 2026, with the opening of the northbound express lanes. The second phase – the northbound Direct Connector – is expected to open to traffic in a few weeks, with the full southbound lanes opening in the coming months. Several environmental studies are in progress including the 183A Added Capacity, 290 Extension Project, and MoPac South, which is readying for its final Public Hearing in 2026.

For a more detailed look at our progress from the fourth quarter of 2025, I invite you to read the pages ahead. As always, please do not hesitate to contact me if you would like more information or if I can be of assistance in any way.

Bobby W. Jenkins

Chairman, Board of Directors



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Quarterly Report Update

Fourth Quarter of 2025

183 NORTH MOBILITY PROJECT

Pushing Progress

The 183 North Mobility Project will provide a new reliable travel option along US 183 between MoPac and SH 45 North. With construction of two express lanes in each direction along the 9-mile stretch of highway and a direct connector ramp to the existing MoPac Express Lane, the project will provide drivers from far north Austin an uninterrupted route into Austin's downtown core. The project also includes operational improvements for the transition to MoPac, a fourth non-tolled general-purpose lane, and new Shared Use Path segments, sidewalks, and cross-street connections for bicyclists and pedestrians.

During the fourth quarter of 2025, crews made significant progress on the widening of the roadway, drainage, retaining walls, and paving. Work on drilled shafts, bridge columns, and bridge caps on the project, including the direct connector ramp, is nearing completion.

The project will open in phases beginning with the northbound express lanes, which opened to traffic on January 2, 2026. Phase two – the northbound Direct Connector – is anticipated to open to traffic in a few weeks, followed by the full southbound lanes in a few months.



August 2025



October 2025



183A ADDED CAPACITY

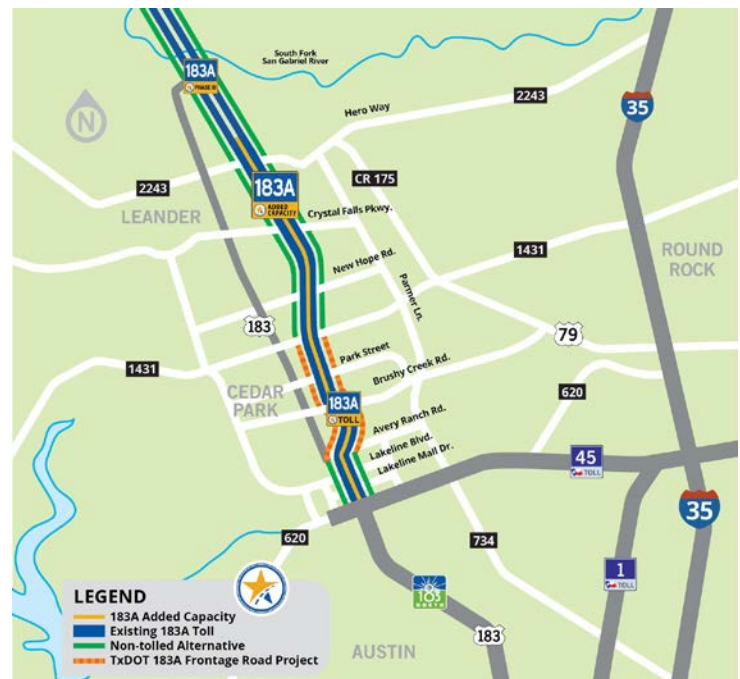
Moving into Design

Unprecedented growth of Cedar Park and Leander has led to increased use of the 183A Toll corridor. The Mobility Authority began an environmental study for the potential addition of a fourth lane in the center median of 183A Toll in both directions along a 9-mile segment of the corridor from RM 620 to Hero Way. Environmental clearance will allow the agency to add capacity to the roadway as needed to reduce travel delays for users in the future.

In the fourth quarter of 2025, the project team worked on finalizing environmental documentation while the agency issued a design procurement for the project. Dependent on the results of the environmental study, Mobility Authority Board approval, and coordination with TxDOT, it is possible construction could begin as early as 2027.



183A Toll Road (2022)



Project Map



UNDER STUDY

290 Extension

Community-centered Environmental Study

Earlier this year, the Mobility Authority approved an agreement with HDR Engineering, Inc. for the development of a schematic design and environmental study for an eastern extension of 290 Toll from east of SH 130 just outside of Manor to SH 95 South in Elgin.

During the fourth quarter of 2025, the project team reviewed community feedback from the public meetings held in the fall. Through 11 feedback activities, a total of 1,219 comments were collected via email, phone, in-person, and virtually. Analysis of public comments identified concerns for traffic flow, congestion, property access, connectivity, and project funding, among others.



290 Extension Community Listening Session

MoPac South

An Update

The MoPac Expressway south of Cesar Chavez Street provides a critical link to downtown Austin and other major highways such as US 290 and Loop 360. With the northern section of roadway consistently ranked as one of Texas' 100 most congested roadways, this environmental study aims to identify a solution that improves safety and mobility for drivers, transit riders, bicyclists and pedestrians in a manner that promotes environmental stewardship and sustainability.

During the fourth quarter of 2025, the project team has been preparing for a Public Hearing to present a draft Environmental Assessment to the public in early 2026. After six open houses, technical working groups, and stakeholder meetings, this will be the final opportunity for public comment on the environmental study.



TRAVIS COUNTY PROGRAM

Safety Projects in the Capital Improvement Program

The Mobility Authority has partnered with Travis County to deliver several projects in the County's Capital Improvement Program. There are a total of eight projects in various stages of development.

Elroy Road

In early 2022, construction was completed on the Elroy Road project. The two-lane Elroy Road is now a five-lane urban arterial stretching from McAngus Road to Kellam Road with a continuous center turn lane with bike lanes and sidewalks.

County Line Road

In 2024, construction was completed on the County Line Road project with the replacement of the culvert and bridge at Elm Creek. This reconstruction was designed to address stream crossing damage and drainage concerns.

Pearce Lane

This project upgrades Pearce Lane to a four-lane divided arterial with bike lanes and sidewalks. Project team is currently working with City of Austin and Travis County on a redesign.

Together with the City of Austin and Travis County, project permitting has been established and the following projects have been restarted after a temporary hold:

Ross Road

The Ross Road project extends from Pearce Lane to Heine Farm Road and will be expanded from a two-lane road to a three-lane road with shoulders and sidewalks to enhance bike and pedestrian safety.

Thaxton Road

The Thaxton Road project will modify the existing two-lane road to a four-lane divided arterial with bike lanes and sidewalks from McKinney Falls Parkway to Sassman Road.

South Pleasant Valley Road

The South Pleasant Valley Road project is a new location road that will be a four-lane divided arterial from Bradshaw Road to FM 1327.

Old Lockhart Road

A 2.2-mile section of Old Lockhart Road from Slaughter Lane to Bradshaw Road and Capitol View Drive to Thaxton Road will have shoulders added in both directions.

Old San Antonio Road

A 3.2-mile section of Old San Antonio Road from FM 1626 to the Hays-Travis county line will have shoulders added in both directions to enhance vehicular and bicycle safety.

Due to the success of this partnership, the Mobility Authority and Travis County have entered into another interlocal agreement for 2023 Bond Projects. Preliminary Engineering Reports are being prepared and are nearing completion.



MOBILITY AUTHORITY INITIATIVES

Service Members Drive Toll-Free on Most Roads

Under the Mobility Authority's Qualified Service Member Program, participating qualified veterans and peace officers can drive toll-free on 183A Toll, 290 Toll, the 71 Toll Lane, 45SW Toll, and 183 Toll. The Mobility Authority is proud to offer this program to recognize the service of the brave women and men who have served our county. Toll charges incurred on the MoPac Express Lane and 183 Express Lanes are not being waived under this program, as the variable toll pricing model is key to congestion management.

During the fourth quarter of 2025, enrollment continued to increase. As of December 31, 2025, 36,754 qualified service members' vehicles are registered for the program.

Habitual Violator Remedies

The Mobility Authority has implemented an enforcement program to address habitual non-payment of tolls by chronic violators. These are registered vehicle owners who have been issued two notices of non-payment for an aggregate of 100 or more unpaid toll charges within a 12-month period. Enforcement remedies under the policy include posting the names of chronic violators on the agency website, blocking vehicle registration renewal, prohibiting habitual violators' vehicles on Mobility Authority roadways, and on-road enforcement of the vehicle ban.

To aid in the detection of prohibited vehicles on Mobility Authority roadways as part of our enforcement program, the agency has installed automated license plate recognition (ALPR) cameras. Fixed ALPRs are installed at the toll gantries and mobile ALPRs are mounted in law enforcement vehicles. The technology works by taking photos of license plates, capturing date, time, and GPS coordinates. The data is sent to the cloud and compared against the agency's list of prohibited vehicles, and an alert is sent to contracted law enforcement when a match is confirmed.



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

28.

Meeting Date: 03/10/2026

Subject

Discuss, consider, and take appropriate action regarding the commissioners court modifying regularly scheduled meetings. (Wilson)
