



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

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

REGULAR SESSION MEETING DATE: Tuesday SEPTEMBER 8, 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. Discuss, consider, and take appropriate action to present and adopt a 4-H proclamation recognizing October 4-10, 2026, as National 4-H Week. (Wilson)

Attachments

2026 National 4-H Week Proclamation

5. Discuss, consider, and take appropriate action to present and adopt a resolution recognizing September 17–23, 2026, as Constitution Week. (Wilson)

Attachments

2026 Constitution Proclamation

6. Discuss, consider, and take appropriate action regarding a burn ban for the unincorporated areas of Burnet County. (Wilson)
7. Discuss, consider, and take appropriate action on report by the Burnet County Elections Administrator regarding the March 2026 Primary Election. (Beierle)
8. Discuss, consider, and take appropriate action regarding the proposed Burnet County Holiday Schedule for FY27. (Wilson)

Attachments

FY27 Proposed Holiday Schedule

9. Discuss, consider and take appropriate action concerning the preliminary plat approval for Enclave Oaks, a private subdivision consisting of 43 lots on 30.42 acres, located past the 300 block of Enclave Drive. (Luther)

Attachments

17135 ENCLAVE PHASE 2 PRELIM PLAT 20260828

10. Discuss, consider and take appropriate action concerning the release of subdivision completion bonds SUR2005273 (\$9,352,678.50) and SUR2005274 (\$4,704,964) and acceptance of a subdivision completion bond to replace the above bonds in the amount of \$324,851.35, bond number FIC0003497, based on the engineer's opinion of probable costs remaining for Thomas Ranch, Phase 1. (Dockery)

Attachments

Bond Calculation - Thomas Ranch Project Hilltop Northwest Ph 1 - Water Waste Paving Drainage - 8.19.2026 _signed

11. Discuss, consider and take appropriate action concerning the proposed draft of the Burnet County Technology and Cybersecurity Policy. (Collier)

Attachments

IT_Cybersecurity Policy

12. Discuss, consider, and take appropriate action regarding invoices without Purchase Orders or contracts as required in Local Government Code § 113.901:
(A) Information Technology Department to ComServPros, LLC for labor and materials for 24 Port Patch Panel in an amount not to exceed \$3,146.30.
(Wilson)

Attachments

9.8.26 Inv for ratification

13. Discuss, consider, and take appropriate action regarding budget inter departmental line-item transfers:
(a) Constable Precinct 1 transferring \$2,000 from Professional Services, fund 100-5510-4010, and \$1,000 from Uniforms, fund 100-5510-4820, to transfer \$800 to Overtime, fund 100-5510-1990, \$2,000 to Gasoline/ Diesel, Oil, fund 100-5510-3310, and \$200 to Repair and Maintenance, fund 100-5510-4520, to clean-up shortages in FY26 budget (Wilson);
(b) Road & Bridge Precinct 1 transferring \$109,900 from Operating Supplies, fund 310-6110-3300, to Road Equip (Capitalized), fund 310-6110-5710 for purchase of a used water truck (Luther); and
(c) District Attorney transferring \$5,000 from Copier Rental, fund 100-4850-4620, to Clerk/ Support Staff, fund 100-4850-1040, to cover shortage resulting from an overlap of two Administrative Assistant positions for training purposes (Wilson);
(d) Road & Bridge Pct 4 transferring \$10,000 from Buildings, fund 340-6140-5300, to Vehicle/ Equip Repair, fund 340-6140-4510, to cover a vehicle repair shortage (Dockery); and
(e) Information Technology Department transferring \$1,426.07 from fund Travel/ Mileage, fund

100-5040-4250, and \$37,375.69 from Support Fees (Tyler), fund 100-5040-4541, to transfer \$38,698.57 to Mach/ Equip (Inventory), fund 100-5040-4541, \$103.19 to Equipment Rental, fund 100-5040-4610, to reallocate funds to support end of year shortages (Collier).

Attachments

Const1 9.8.26 Budget adj

RB1 9.8.26 Budget adj

DA - 9.8.26 Proposed LIT

RB4 vehicle repair

IT 9.8.26 Budget adj

14. 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.1

15. Discuss, consider, and take appropriate action to approve, sign, and execute all necessary documents and actions regarding the following contracts or agreements to be approved and/or ratified:
- (a) Enter a Memorandum of Understanding Between Texas A&M AgriLife Extension Service and Burnet County concerning hiring an assistant county agent (Wilson);
 - (b) Enter Guardian RFID System Agreement Addendum B Amendment, effective August 14, 2026, with the Burnet County Jail, amending the contract approved by Commissioners Court on May 12, 2026, to add one Lease Spartan and Mobile Command XR Software License, in an amount not to exceed \$1,401.25, funded through the ViaPath Technology Grant (Wilson);
 - (c) Enter an Amendment to Agreement with Levy Architects, PLLC for the Burnet County – Briggs Community Center to restructure the application of fees under the current contract, with no additional cost to Burnet County (Wilson);
 - (d) Enter an Amendment to the Engagement Agreement providing legal services to the county on the proposed 765kV transmission line with The Law Office of Margaret Uhlig Pemberton supplementing payment terms between Ms. Pemberton and Burnet County (Wilson);
 - (e) Enter a Professional Services Agreement between Clyde Pehl and Burnet County to administer the Vetride Program (Wilson);
 - (f) Enter an Independent Contractor Agreement between Doyle Erwin and Burnet County to be an independent driver for the Vetride Program (Wilson);
 - (g) Enter an Independent Contractor Agreement between Mary C Erwin and Burnet County to be an independent driver for the Vetride Program (Wilson);
 - (h) Enter an Interlocal Cooperation Agreement between Mason County and Burnet County for Jail Services for the term of September 1, 2026, through September 30, 2027, with a per diem rate from Mason County for detention services at \$85 per man-day;
 - (i) Enter into an Interlocal Agreement with the Heart of Texas Auto Theft Task Force (MVCPA) between Burnet County and the City of Waco for the term of September 1, 2026, through August 31, 2027, with funding provided through the MVCPA grant awarded to Burnet County to include an officer into the program from the City of Waco (Wilson); and
 - (j) Enter into an Interlocal Agreement with the City of Burnet for Facility Rental Application and Agreement for the December 14, 2026, Employee Appreciation Brunch (Wilson).
(Wilson)

Attachments

AgriLife MOU

GUARDIAN RFID - Addendum B Amendment

GUARDIAN RFID INMATE AGREEMENT

Briggs Community Center -Amendment to Agreement

Engagement Agreement

DOYLE ERWIN VETRIDE DRIVER AGREEMENT

MARY ERWIN INDEPENDENT VETRIDE DRIVER AGREEMENT

MASON COUNTY INMATE HOUSING AGREEMENT

HOTATTF Interlocal with Waco

Facility Rental Application and Agreement

16. Discuss, consider, and take appropriate action to authorize Sheriff Boyd and/ or his designee to sign and execute all necessary documents to secure specialized training for the Sheriff's Office and local law enforcement, in an amount not to exceed \$6,500 from Fund 100-6500-4270. (Wilson)

Attachments

SO Speaker Agreement Specialized Training

17. Discuss, consider, and take appropriate action to ratify signature by the Burnet County Judge on behalf of the Western Region Radio System executing a \$0 Interlocal Agreement between TxDOT and the Western Region Radio System to provide software upgrade agreements for all Western Radio Towers for a term between September 1, 2026 through August 31, 2035.
(Wilson)

Attachments

WRRS Interlocal Agreement

18. Discuss, consider, and take appropriate action to approve, sign, and execute all necessary documents and actions regarding the following grants to be approved and/or ratified:
(a) Accept or decline the FY26 Texas Indigent Defense Commission (TIDC) a formula grant award in the amount of \$36,965 with no County match required.
(Wilson)

Attachments

TIDC Grant Award

19. Discuss, consider, and take appropriate action regarding adopting the Taxpayer Impact Statement for FY27 as per H.B. 1522 as follows:
Burnet County, Texas 2026-2027 Taxpayer Impact Statement For Median-Valued Homestead Property Section 551.043(c), Texas Government Code
The following comparison is provided for the Median-Valued Homestead Property:
1. Current Fiscal Year Taxes: \$1,297.80
2. Estimated Taxes under Proposal Budget: \$1,360.60
3. Estimated Taxes under No-New Revenue Rate: \$1,267.23
(Wilson)

Attachments

Proposed Taxpayer Impact Statement

20. Discuss, consider, and take appropriate action regarding the recommendation and/ or direction of the Burnet County Salary Grievance Committee concerning salary grievances in accordance with Local Government Code Chapter 152.016(c). (Wilson)

Attachments

Recommendation from Salary Grievance Committee
LOCAL GOVERNMENT CODE CHAPTER 152

21. Conduct a Public Hearing on the proposed FY27 budget for Burnet County at 9:30 a.m. (Wilson)
22. Discuss, consider, and take appropriate action regarding the FY27 Budget for Burnet County:
 - (a) Make any changes in the Proposed FY27 Burnet County Budget that it considers warranted by the law and required by the interest of the taxpayers; and
 - (b) Adopt the FY27 Budget for Burnet County by record vote.(Wilson)
23. Public Hearing on 2026 General Ad Valorem Tax Rate, the Special Road and Bridge Tax Rate, and the Debt Tax Rate, which will fund the FY27 Burnet County Budget at 9:30 a.m. (Wilson)
24. Discuss, consider, and take appropriate action to adopt the 2026 General Ad Valorem Tax Rate, the Special Road and Bridge Tax Rate, and the Debt Tax Rate, which will fund the FY27 Burnet County Budget by record vote. (Wilson)
25. Acknowledgment of Receipt:
 - (a) PEC Utility Connections - August 24, 2026;
 - (b) PEC Utility Connections - August 31, 2026;
 - (c) Confirmation of Cybersecurity and AI Training Certification;
 - (d) Marble Falls Area EMS - Burnet County Update August 28, 2026;
 - (e) TxDOT Certification of Burnet County Road Mileage.(Wilson)

Attachments

Burnet County Report_08.24.26

Burnet County Report_08.31.26

2026 Cert Compliance CyberSecurity & AI Training

MFAEMS - Burnet County Update - August 28, 2026

TxDOT_Burnet_Certification

26. Calendar Review.

27. 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 1st day of September, 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

4.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action to present and adopt a 4-H proclamation recognizing October 4-10, 2026, as National 4-H Week. (Wilson)

Attachments

2026 National 4-H Week Proclamation



**Beyond
Ready**

2026 National 4-H Week Proclamation

WHEREAS, this year's National 4-H Week theme, "Beyond Ready," reminds us that 4-H is building a ready generation in a world of change and equips young people with skills for the future while meeting them where they are today;

WHEREAS, 4-H is America's largest youth development organization, supporting six million youth across the country; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension System – a community of more than 100 public land-grant colleges and universities across the Nation – that provides experiences for young people to learn by doing;

WHEREAS, 4-H is in every city and county in the United States and helps 6 million youth become engaged, successful and independent; and

WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE, The Burnet County Commissioners Court, hereby proclaim October 4 –10 2026 as NATIONAL 4-H WEEK throughout Burnet County, Texas, and encourage all our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

IN WITNESS WHEREOF, I have hereunto set my hands on this September 8, 2026.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

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

5.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action to present and adopt a resolution recognizing September 17–23, 2026, as Constitution Week. (Wilson)

Attachments

2026 Constitution Proclamation



BURNET COUNTY RESOLUTION – CONSTITUTION WEEK

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, as well as to the patriotic celebrations which commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week; and

WHEREAS, the Constitution of the United States remains a guardian of our liberties and the foundation of our system of government, protecting the freedoms and rights enjoyed by the citizens of our nation; and

NOW, THEREFORE, BE IT PROCLAIMED that the Burnet County Commissioners Court hereby recognizes and proclaims the week of **September 17 through September 23, 2026, as**

CONSTITUTION WEEK

AND, we ask the citizens of Burnet County to reaffirm the ideals of the Framers of the Constitution in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, we, the members of the Burnet County Commissioners Court, have hereunto set our hands and caused the Seal of Burnet County to be affixed this **8th day of September, 2026**.

Bryan Wilson
Burnet County Judge

Jim Luther, Jr.
Commissioner Precinct 1

Damon Beierle
Commissioner Precinct 2

Chad Collier
Commissioner Precinct 3

Joe Don Dockery
Commissioner Precinct 4

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

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County Judge

Chad Collier
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Joe Don Dockery
Precinct 4

Regular Session

7.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action on report by the Burnet County Elections Administrator regarding the March 2026 Primary Election. (Beierle)

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

8.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action regarding the proposed Burnet County Holiday Schedule for FY27. (Wilson)

Attachments

FY27 Proposed Holiday Schedule



Burnet County Holiday Schedule - FY27

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

DAY OF THE WEEK	DATE	HOLIDAY
Monday	October 12, 2026	Columbus Day
Wednesday	November 11, 2026	Veteran's Day
Thursday-Friday	November 26 & 27, 2026	Thanksgiving
Thursday-Friday	December 24 & 25, 2026	Christmas
Friday	January 1, 2027	New Year's Day
Monday	January 18, 2027	Martin Luther King, Jr. Day
Monday	February 15, 2027	President's Day
Friday	March 26, 2027	Good Friday
Friday	April 9, 2027	Bluebonnet Festival
Monday	May 31, 2027	Memorial Day
Friday	June 18, 2027	Juneteenth
Monday	July 5, 2027	Independence Day
Monday	September 6, 2027	Labor Day

Burnet County Commissioners Court

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Regular Session

9.

Meeting Date: 09/08/2026

Subject

Discuss, consider and take appropriate action concerning the preliminary plat approval for Enclave Oaks, a private subdivision consisting of 43 lots on 30.42 acres, located past the 300 block of Enclave Drive. (Luther)

Attachments

17135 ENCLAVE PHASE 2 PRELIM PLAT 20260828

STATE OF TEXAS:
COUNTY OF BURNET:

KNOW ALL MEN BY THESE PRESENTS: THAT HILL COUNTRY LAND DEVELOPMENT GROUP LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED PRESIDENT, GREGG MILLER, BEING THE OWNER OF 32.99 ACRES OUT OF THE WILLIAM SIMMONS SURVEY NO. 121, ABSTRACT NO. 777 AND THE WILLIAM SIMMONS SURVEY NO. 122, ABSTRACT NO. 830, BURNET COUNTY TEXAS, RECORDED IN DOCUMENT NO. 202512055 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY TEXAS, DO HEREBY PLAT 30.07 ACRES OF SAID 32.99 ACRES AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT OF SAID SUBDIVISION TO BE KNOWN AS "ENCLAVE OAKS, PLAT NO. X.X", AS THE OFFICIAL PLAT OF SAME, AND DO HEREBY DEDICATE THE STREETS AND EASEMENTS SHOWN HEREON TO THE USE OF PUBLIC UTILITY PROVIDERS AND THE PROPERTY OWNERS OF "ENCLAVE OAKS".

IN WITNESS WHEREOF, ENCLAVE OAKS, AFORESAID, HAS CAUSED THE PRESENTS TO BE SIGNED BY GREGG MILLER, ITS SAID PRESIDENT ON THIS _____ DAY OF _____, 2026

HILL COUNTRY LAND DEVELOPMENT GROUP LLC.

GREGG MILLER, PRESIDENT
HILL COUNTRY LAND DEVELOPMENT GROUP LLC.
P.O. BOX 1049, KINGSLAND, TEXAS 78639

STATE OF TEXAS:
COUNTY OF BURNET:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GREGG MILLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THE SAME WAS FOR THE ACT OF SAID PARTNERSHIP AND THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

I, RICHARD W. HEIGES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF "ENCLAVE OAKS", WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAME AS I LOCATED ITS COMPONENT PARTS ON THE GROUND.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

RICHARD W. HEIGES, R.P.L.S. NO. 6452

STATE OF TEXAS:
COUNTY OF BURNET:

THE ATTACHED PLAT OF "ENCLAVE OAKS", 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, JR., COMMISSIONER PRECINCT 1

BRYAN WILSON, COUNTY JUDGE, BURNET COUNTY, TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

I, VICINTA STAFFORD, COUNTY CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD ON THIS _____ DAY OF _____, 2026, AT _____ O'CLOCK _M. AND WAS DULY RECORDED THIS _____ DAY OF _____, 2026, AT _____ O'CLOCK _M. IN CABINET ___, SLIDES _____ OF THE BURNET COUNTY PLAT RECORDS.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2026.

VICINTA STAFFORD, COUNTY CLERK, BURNET COUNTY, TEXAS

GENERAL NOTES:-

- THE 15' WATER QUALITY PROTECTION EASEMENT IS FOR THE SOLE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY PROTECTION EASEMENT AREA. THE OWNER OF A LOT WITH A WATER QUALITY PROTECTION EASEMENT SHALL ESTABLISH, RESTORE, MAINTAIN AND PRESERVE GRASS OR OTHER TYPE OF PERVIOUS VEGETATION WITHIN THE WATER QUALITY PROTECTION EASEMENT AREA ON THAT LOT. YARD FENCING MUST BE IRON RAIL ALLOWING DRAINAGE FLOW THROUGH AND RANDOM VISUAL INSPECTION AS NECESSARY.
- THE WATER QUALITY PROTECTION EASEMENT MAY BE AMENDED WITH RESPECT TO ANY PARTICULAR LOT WITHOUT THE CONSENT OF THE OWNER OF ANY OTHER LOT. ANY SUCH AMENDMENT MUST BE IN WRITING SIGNED BY THE OWNER OF THE LOT IN QUESTION AND AN AUTHORIZED REPRESENTATIVE OF ENCLAVE OAKS RESIDENTIAL ASSOCIATION, INC. PROPERTY OWNER'S ASSOCIATION, ITS SUCCESSOR OR ASSIGN, OR ANY OTHER GOVERNMENTAL ENTITY WITH PROPER AUTHORITY. ANY AMENDMENT MUST ALSO BE PROPERLY NOTARIZED AND RECORDED IN THE APPROPRIATE COUNTY RECORDS.
- THE WATER QUALITY PROTECTION EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.
- UTILITY SERVICES:
POTABLE WATER IS PROVIDED BY KINGSLAND WATER SUPPLY CORPORATION.
THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
SEWER TREATMENT IS PROVIDED BY KINGSLAND M.U.D.
GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC CO-OP.
- RESTRICTIVE COVENANTS ESTABLISHING ENCLAVE OAKS RESIDENTIAL ASSOCIATION, INC. WHOSE PURPOSE SHALL BE BUT NOT LIMITED TO, THE MAINTENANCE AND REPAIR OF ROADS IN THE SUBDIVISION SHALL BE FILED IN THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY CONCURRENTLY WITH THE RECORDING OF THE FINAL PLAT.
- THE AREA DESIGNATED AS RESERVE / GREEN BELT WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, AND SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
- THE SUBDIVISION IS WITHIN THE BURNET CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- THE ELEVATION OF THE LOWEST FLOOR SHALL BE AT LEAST 10 INCHES ABOVE THE FINISHED GRADE OF THE SURROUNDING GROUND, WHICH SHALL BE SLOPED IN A FASHION SO AS TO DIRECT STORMWATER AWAY FROM THE STRUCTURE. DRIVEWAYS SERVING HOUSES ON THE DOWNHILL SIDE OF THE STREET SHALL HAVE A PROPERLY SIZED CROSS SWALE PREVENTING RUNOFF FROM ENTERING THE GARAGE OR HOME.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER AND SEWER SYSTEM WHICH HAS BEEN APPROVED BY KINGSLAND WATER SUPPLY CORP AND KINGSLAND MUNICIPAL UTILITY DISTRICT. UTILITIES TO BE FULLY OPERATIONAL PRIOR TO OCCUPYING STRUCTURES.
- EACH LOT OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE DEPTH OF THE SEWER SERVICE STUB OUT AND DETERMINING THE MINIMUM SERVICEABLE FINISHED FLOOR ELEVATION.
- THIS PLAT WAS PREPARED IN COMPLIANCE WITH THE BURNET COUNTY SUBDIVISION REGULATIONS.

FLOOD NOTE:

A PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ZONE "AE" (AREAS DETERMINED TO BE WITHIN THE 1% (100-YEAR) ANNUAL CHANCE FLOOD HAZARD, AND AREAS DETERMINED TO BE WITHIN THE 0.2% (500-YEAR) FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48053C0450F, EFFECTIVE DATE MARCH 15, 2012, BURNET COUNTY, TEXAS.

STREET NOTE:

ENCINO LOOP ENTRY: 1.15 ACRES
ENCINO LOOP ROADWAY: 3.31 ACRES
BACK NINE BEND: 0.58 ACRES

LCRA DEVELOPMENT PERMIT PLAT NOTE:

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.

BUILDING SETBACK REQUIREMENTS:

25' BUILDING SETBACK ALONG STREET LINES

25' BUILDING SETBACK ALONG REAR LOT LINES

5' BUILDING SETBACK ALONG SIDE ALL LOT LINES

TYPICAL UTILITY AND DRAINAGE EASEMENTS:

15' ALONG ALL STREET LINES

5' ALONG ALL SIDE LOT LINES

WATER QUALITY PROTECTION EASEMENT:

15' WATER QUALITY PROTECTION EASEMENT

LEGAL DESCRIPTION:

BEGINNING AT A 1/2" REBAR FOUND WITH "1877" CAP BEING THE WEST CORNER OF LOT 8013-A, THE ENCLAVE AT THE LEGENDS, PLAT NO. 8.2, RECORDED IN CABINET 3, SLIDE 148A, PLAT RECORDS, BURNET COUNTY, TEXAS, AND BEING THE NORTH CORNER OF ENCLAVE DRIVE SHOWN ON SAID THE ENCLAVE AT THE LEGENDS, PLAT NO. 8.2. WITH A NORTHING AND EASTING OF N=10,210,810.86, E=2,897,332.17;

THENCE CROSSING SAID ENCLAVE DRIVE **S37°45'31"W 62.13'** TO A 1/2" REBAR FOUND AT THE NORTH END OF SAID ENCLAVE DRIVE AND AT A NORTH CORNER OF TRACT I: 169.872 ACRES CONVEYED TO GIACOMO PROPERTIES, LLC IN DOCUMENT NO. 201402390, O.P.R.B.C.T.;

THENCE ALONG SOUTH, WEST, AND NORTH LINES OF THIS 30.07 ACRE TRACT AND THE COMMON LINES OF SAID 169.872 ACRES, NEXT 12 CALLS AS FOLLOWS:
1) **S23°48'14"W 251.18'** TO A 1/2" REBAR FOUND WITH "1877" CAP; 2) **S37°06'53"W 271.48'** TO A 1/2" REBAR FOUND; 3) **S62°13'26"W 530.57'** TO A 1/2" REBAR FOUND;
4) **N67°33'19"W 296.08'** TO A 1/2" REBAR FOUND WITH "1877" CAP; 5) **S33°00'43"W 168.64'** TO A 1/2" REBAR FOUND; 6) **S72°47'11"W 198.77'** TO A 1/2" REBAR FOUND WITH "WILLIS" CAP;
7) **N06°25'16"W 653.60'** TO A 1/2" REBAR FOUND; 8) **N13°41'19"E 387.53'** TO A 1/2" REBAR FOUND; 9) **N33°30'04"E 328.80'** TO A 1/2" REBAR FOUND WITH "1877" CAP;
10) **N88°13'27"E 667.75'** TO A 1/2" REBAR FOUND WITH "1877" CAP; 11) **S11°03'55"E 97.85'** TO A 1/2" REBAR FOUND WITH "1877" CAP; AND
12) **S81°46'16"E 197.93'** TO A 1/2" REBAR FOUND WITH "1877" CAP FOR A SOUTHEAST CORNER OF SAID 169.872 ACRES AND BEING A SOUTHWEST CORNER OF SAID 0.55 ACRES;

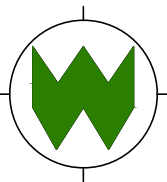
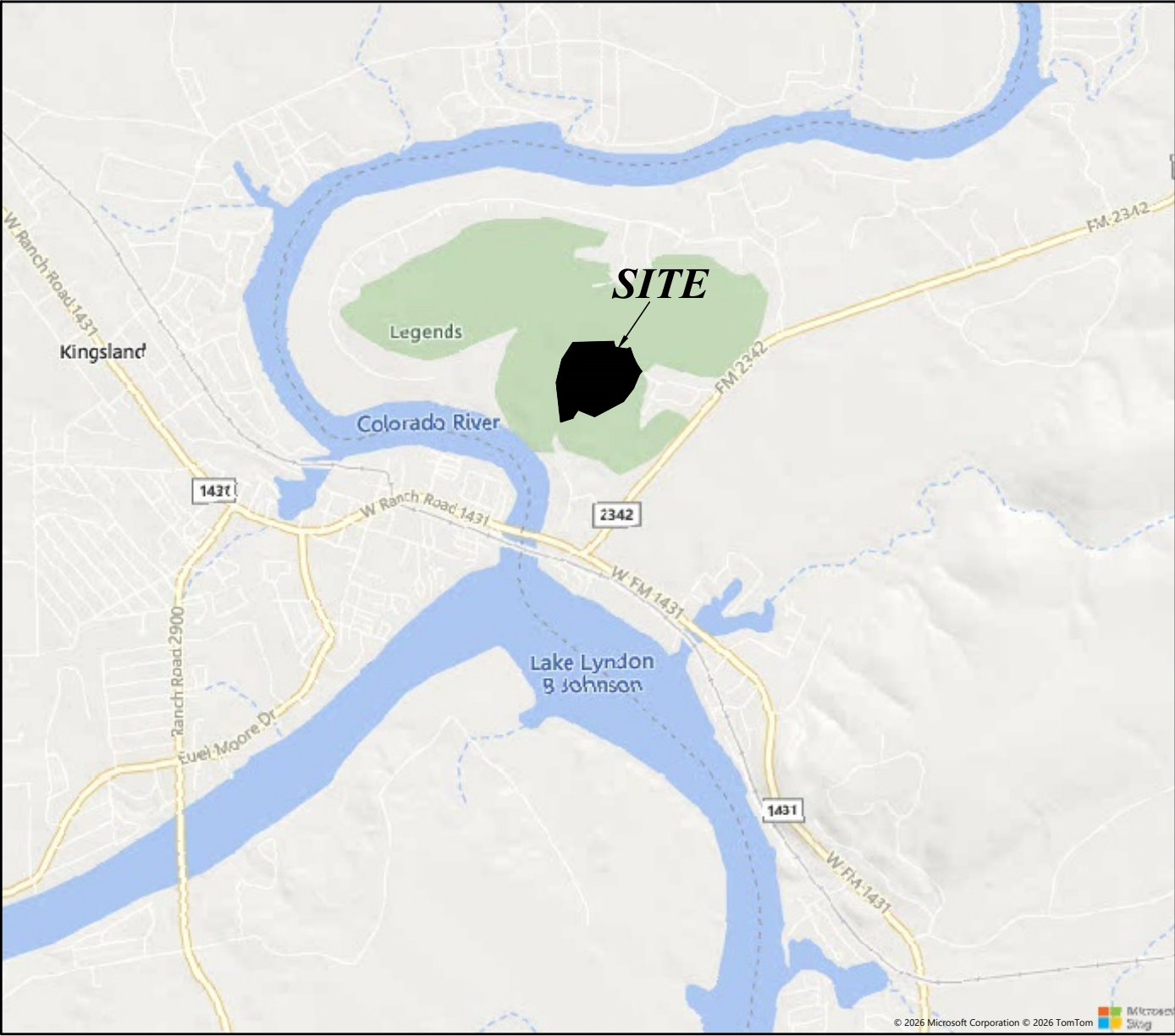
THENCE **S19°23'08"W 185.80'**, ALONG THE EAST LINE OF THIS 30.07 ACRE TRACT AND SEVERING OFF A PORTION OF THE 32.99 ACRES, TO A 1/2" REBAR FOUND WITH "1877" CAP TO AN ANGLE POINT HEREOF, BEING AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT WITH AN ARC LENGTH OF **139.71'**, A RADIUS OF **604.43'**, A CHORD BEARING AND LENGTH OF **S26°00'27"E 139.40'**, ALONG THE EAST LINE OF THIS 30.07 ACRE TRACT AND SEVERING OFF A PORTION OF THE 32.99 ACRES, TO A 1/2" REBAR SET WITH "WILLIS" CAP BEING AN ELL CORNER HEREOF;

THENCE **N61°55'14"E 60.21'**, ALONG THE EAST LINE OF THIS 30.07 ACRE TRACT AND SEVERING OFF A PORTION OF THE 32.99 ACRES, TO A 1/2" REBAR SET WITH "WILLIS" CAP BEING AN ELL CORNER HEREOF IN THE WEST LINE OF TRACT II: 30.760 ACRES CONVEYED TO GIACOMO PROPERTIES, LLC RECORDED IN DOCUMENT NO. 201402390 OF THE O.P.R.B.C.T.

THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF **38.60'**, A RADIUS OF **544.43'**, A CHORD AND BEARING OF **S35°09'48"E 38.60'**, ALONG THE EAST LINE OF THIS 30.07 ACRE TRACT AND THE WEST LINE OF SAID TRACT II: 30.760 ACRES, TO A 1/2" REBAR FOUND WITH "WILLIS" CAP FOR AN ANGLE POINT HEREOF AT THE END OF SAID CURVE TO THE LEFT;

THENCE **S37°11'41"E 78.97'**, ALONG THE EAST LINE OF THIS 30.07 ACRE TRACT AND THE OF SAID TRACT II: 30.760 ACRES, TO THE PLACE OF BEGINNING (P.O.B.).



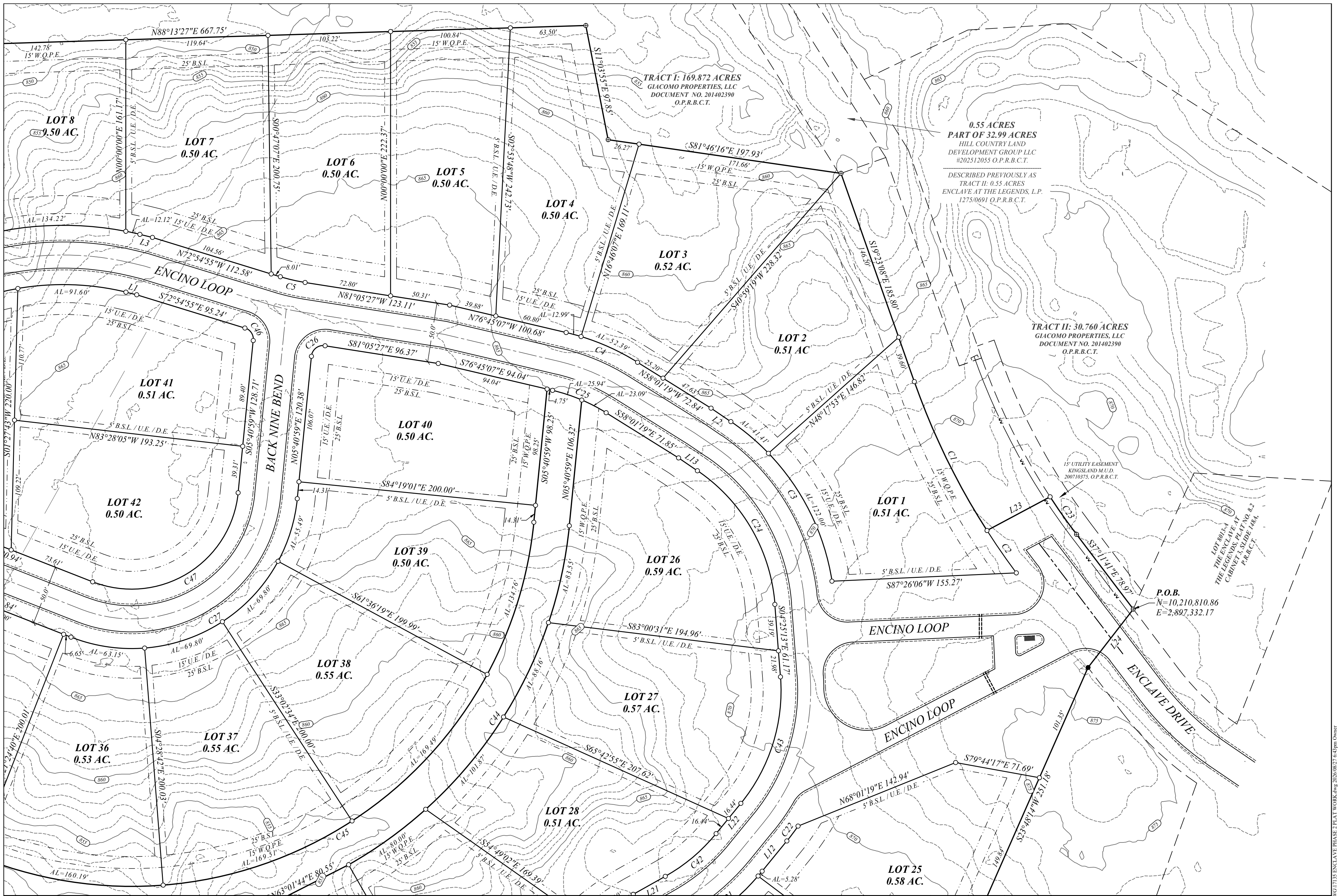
WILLIS AND ASSOCIATES
SURVEYORS AND PLANNERS
310 MAIN STREET
MARBLE FALLS, TEXAS 78654
(830) 693-3566
FIRM NUMBER: 10194764

OFFICE: J.F.
FIELD: T.M. / D.F.
JOB#: 17135

SHEET 1 OF 6

PRELIMINARY PLAT OF
ENCLAVE OAKS
A PRIVATE SUBDIVISION
BURNET COUNTY, TEXAS

P:2026 JOB#: 1709-17135 ENCLAVE PHASE 2 DWG 1135 ENCLAVE PHASE 2 PLAT WORK.Dwg 2026.08.28 8:09am Owner



TRACT I: 169.872 ACRES
GIACOMO PROPERTIES, LLC
DOCUMENT NO. 201402390
O.P.R.B.C.T.

0.55 ACRES
PART OF 32.99 ACRES
HILL COUNTRY LAND
DEVELOPMENT GROUP LLC
#202312055 O.P.R.B.C.T.

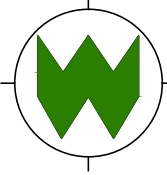
DESCRIBED PREVIOUSLY AS
TRACT II: 0.55 ACRES
ENCLAVE AT THE LEGENDS, L.P.
1275/0691 O.P.R.B.C.T.

TRACT II: 30.760 ACRES
GIACOMO PROPERTIES, LLC
DOCUMENT NO. 201402390
O.P.R.B.C.T.

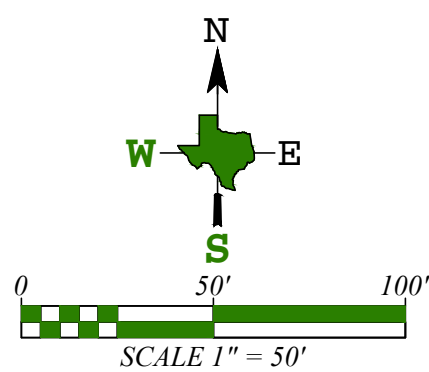
15' UTILITY EASEMENT
KINGSLAND M.U.D.
2007/0373, O.P.R.B.C.T.

LOT 40/34
THE ENCLAVE
THE LEGENDS, PLAT NO. 42
CABINET 3 SLIDE 1484,
P.R.B.C.T.

P.O.B.
N=10,210,810.86
E=2,897,332.17



WILLIS AND ASSOCIATES
SURVEYORS AND PLANNERS
310 MAIN STREET
MARBLE FALLS, TEXAS 78654
(830) 693-3566
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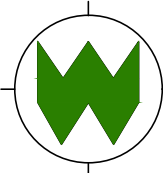
LEGEND/ABBREVIATIONS	
●	1/2" REBAR FOUND
⊕	1/2" REBAR FOUND WITH "1877" CAP
○	1/2" REBAR SET WITH "WILLIS" CAP

OFFICE: J.F.
FIELD: T.M./D.F.
JOB#: 17135
SHEET 3 OF 6

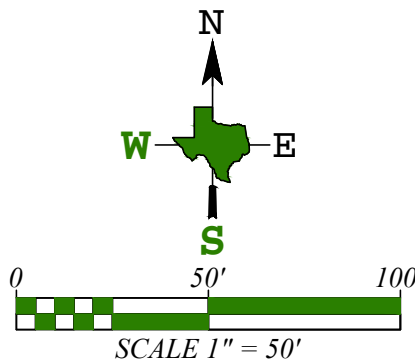
PRELIMINARY PLAT OF
ENCLAVE OAKS
A PRIVATE SUBDIVISION
BURNET COUNTY, TEXAS



TRACT I: 169.872 ACRES
GIACOMO PROPERTIES, LLC
DOCUMENT NO. 201402390
O.P.R.B.C.T.



WILLIS AND ASSOCIATES
SURVEYORS AND PLANNERS
310 MAIN STREET
MARBLE FALLS, TEXAS 78654
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LEGEND/ABBREVIATIONS	
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⊕	1/2" REBAR FOUND WITH "1877" CAP
○	1/2" REBAR SET WITH "WILLIS" CAP

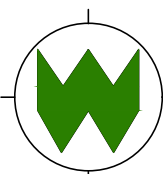
OFFICE: J.F.
FIELD: T.M. / D.F.
JOB#: 17135
SHEET 4 OF 6

PRELIMINARY PLAT OF
ENCLAVE OAKS
A PRIVATE SUBDIVISION
BURNET COUNTY, TEXAS

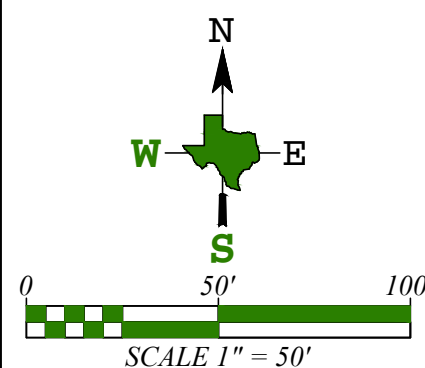


TRACT I: 169.872 ACRES
GIACOMO PROPERTIES, LLC
DOCUMENT NO. 201402390
O.P.R.B.C.T.

TRACT I: 169.872 ACRES
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WILLIS AND ASSOCIATES
SURVEYORS AND PLANNERS
310 MAIN STREET
MARBLE FALLS, TEXAS 78654
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LEGEND/ABBREVIATIONS	
●	1/2" REBAR FOUND
⊕	1/2" REBAR FOUND WITH "1877" CAP
○	1/2" REBAR SET WITH "WILLIS" CAP

OFFICE: J.F.
FIELD: T.M./D.F.
JOB#: 17135
SHEET 5 OF 6

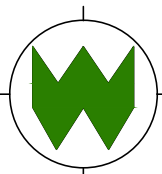
**PRELIMINARY PLAT OF
ENCLAVE OAKS
A PRIVATE SUBDIVISION
BURNET COUNTY, TEXAS**



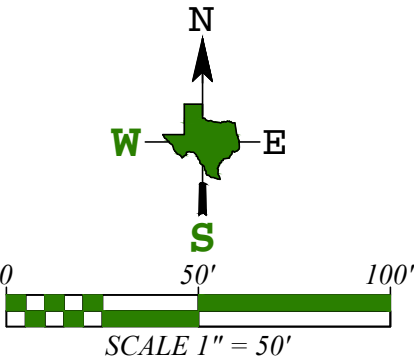
LINE TABLE		
LINE	BEARING	LENGTH
L1	S76° 25' 17"E	9.32'
L2	N55° 45' 32"W	20.17'
L3	N76° 25' 17"W	10.85'
L4	S33° 30' 04"W	45.89'
L5	S05° 22' 10"W	27.00'
L6	S05° 49' 19"E	47.39'
L7	S80° 52' 44"E	45.96'
L8	N78° 57' 25"E	40.62'
L9	N62° 06' 20"E	37.08'
L10	N35° 04' 40"E	55.87'
L11	N60° 41' 31"E	30.85'
L12	S39° 13' 34"W	32.89'
L13	S55° 45' 32"E	19.18'
L14	N05° 22' 10"E	27.00'
L15	S05° 49' 19"E	47.39'
L16	N68° 41' 45"W	59.33'
L17	S80° 52' 44"E	45.96'
L18	S78° 57' 25"W	40.62'
L19	S62° 06' 20"W	37.08'
L20	S35° 04' 40"W	55.87'
L21	S60° 41' 31"W	30.85'
L22	S39° 13' 34"W	32.89'
L23	N61° 55' 14"E	60.21'
L24	S37° 45' 31"W	62.13'

CURVE TABLE				
CURVE	ARC	RADIUS	BEARING	LENGTH
C1	139.71'	604.43'	S26°00'27"E	139.40'
C2	43.37'	604.43'	S34°41'06"E	43.36'
C3	163.41'	200.00'	N32°21'08"W	158.90'
C4	65.38'	200.00'	N67°23'13"W	65.09'
C5	21.40'	150.00'	N77°00'11"W	21.39'
C6	336.35'	275.00'	S68°32'24"W	315.77'
C7	19.40'	36.50'	N48°43'27"E	19.17'
C8	129.06'	73.08'	N13°21'16"E	112.93'
C9	35.31'	36.50'	N09°31'37"W	33.95'
C10	44.73'	200.00'	S11°46'37"W	44.64'
C11	103.41'	200.00'	S09°26'36"E	102.27'
C12	48.26'	150.00'	S15°02'21"E	48.05'
C13	224.83'	125.00'	S57°20'55"E	195.72'
C14	105.19'	150.00'	N88°47'08"W	103.05'
C15	42.53'	200.00'	S74°47'15"E	42.45'
C16	70.39'	200.00'	N89°02'21"E	70.02'
C17	58.82'	200.00'	N70°31'52"E	58.61'
C18	62.34'	200.00'	N53°10'36"E	62.08'
C19	32.01'	200.00'	N39°39'46"E	31.97'
C20	67.06'	150.00'	N47°53'05"E	66.50'
C21	74.93'	200.00'	N49°57'32"E	74.49'
C22	15.63'	200.00'	N36°59'12"E	15.63'
C23	38.60'	544.43'	S35°09'48"E	38.60'
C24	134.40'	150.00'	N30°05'22"W	129.95'
C25	49.04'	150.00'	S67°23'13"E	48.82'
C26	16.27'	10.00'	S52°17'46"W	14.53'

CURVE TABLE				
CURVE	ARC	RADIUS	BEARING	LENGTH
C27	258.23'	140.00'	N58°31'27"E	223.15'
C28	41.08'	36.50'	S79°07'12"W	38.95'
C29	35.21'	73.08'	N60°40'37"E	34.87'
C30	35.86'	36.50'	S46°19'53"W	34.44'
C31	33.55'	150.00'	S11°46'37"W	33.48'
C32	77.56'	150.00'	S09°26'36"E	76.70'
C33	64.35'	200.00'	S15°02'21"E	64.07'
C34	134.90'	75.00'	S57°20'55"E	117.43'
C35	140.25'	200.00'	S88°47'08"E	137.40'
C36	31.90'	150.00'	S74°47'15"E	31.84'
C37	52.79'	150.00'	N89°02'21"E	52.52'
C38	44.12'	150.00'	N70°31'52"E	43.96'
C39	46.75'	150.00'	N53°10'36"E	46.56'
C40	24.01'	150.00'	N39°39'46"E	23.98'
C41	89.41'	200.00'	N47°53'05"E	88.67'
C42	56.20'	150.00'	N49°57'32"E	55.87'
C43	114.27'	150.00'	S17°24'11"W	111.52'
C44	353.58'	370.09'	N33°03'35"E	340.29'
C45	633.96'	340.09'	N59°05'37"E	546.08'
C46	13.72'	10.00'	N33°36'58"W	12.67'
C47	166.01'	90.00'	N58°31'27"E	143.45'
C48	25.15'	39.32'	S41°34'15"E	24.73'
C49	24.20'	73.08'	N31°53'37"W	24.09'
C50	48.55'	36.50'	S03°16'33"E	45.05'
C51	269.98'	225.00'	N69°12'14"E	254.07'



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



LEGEND/ABBREVIATIONS	
●	1/2" REBAR FOUND
⊕	1/2" REBAR FOUND WITH "1877" CAP
○	1/2" REBAR SET WITH "WILLIS" CAP

OFFICE: J.F.
FIELD: T.M. / D.F.
JOB#: 17135
SHEET 6 OF 6

PRELIMINARY PLAT OF
ENCLAVE OAKS
A PRIVATE SUBDIVISION
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

10.

Meeting Date: 09/08/2026

Subject

Discuss, consider and take appropriate action concerning the release of subdivision completion bonds SUR2005273 (\$9,352,678.50) and SUR2005274 (\$4,704,964) and acceptance of a subdivision completion bond to replace the above bonds in the amount of \$324,851.35, bond number FIC0003497, based on the engineer's opinion of probable costs remaining for Thomas Ranch, Phase 1. (Dockery)

Attachments

Bond Calculation - Thomas Ranch Project Hilltop Northwest Ph 1 - Water Waste Paving Drainage - 8.19.2026 _signed



TBPELS Firm No. 1800

THOMAS RANCH
OPINION OF PROBABLE CONSTRUCTION COSTS
Water, Wastewater, Drainage and Paving improvements for Hilltop Northwest Phase 1,
including Ground Storage Tank No. 1 and Northwest Lift Station and Forced Main

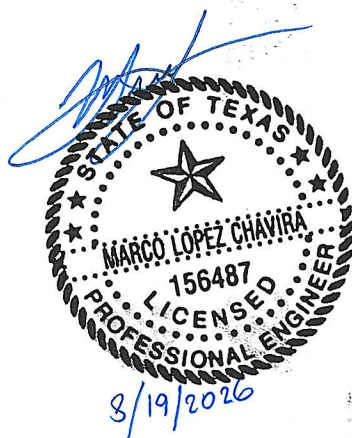
ITEM	ITEM DESCRIPTION	SCHEDULED VALUE				TOTAL COMPLETED TO DATE		WORK REMAINING TO BOND	
		UNIT	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
FACILITIES - Lift Station and Ground Storage Tank serving Thomas Ranch, Section 1									
1	Ground storage tank (Tank, Booster Pump, Generator)	EA	1.00	\$ 450,000.00	\$ 450,000.00	0.70	\$ 315,000.00	0.30	\$ 135,000.00
2	16-Inch PVC C900 CL 150 Waterline (Incl. fittings) WTP To Storage Tank	LF	13,927	\$ 160.00	\$ 2,228,320.00	13,927	\$ 2,228,320.00	0.00	\$ -
3	Hilltop Northwest Lift Station (Disposltion)	LS	1.00	\$ 300,000.00	\$ 300,000.00	0.80	\$ 240,000.00	0.20	\$ 60,000.00
4	4-in PVC SDR 26 Force Main (From Northwest L Station to Gravity Sewer along Pale Face)	LF	3,545	\$ 80.00	\$ 283,600.00	3,545	\$ 283,600.00	0.00	\$ -
5	12-Inch PVC C900 CL 150 Waterline (Incl. fittings) - Hilltop Northwest Trunkline	LF	6,961	\$ 120.00	\$ 835,320.00	6,961	\$ 835,320.00	0.00	\$ -
6	16-inch RS Gate Valve	EA	18	\$ 7,750.00	\$ 139,500.00	18	\$ 139,500.00	0.00	\$ -
7	12-Inch RS Gate Valve	EA	9	\$ 4,500.00	\$ 40,500.00	9	\$ 40,500.00	0.00	\$ -
FACILITIES - Lift Station and Ground Storage Tank						\$ 4,277,240.00		\$ 4,082,240.00	\$ 195,000.00
SUBDIVISION IMPROVEMENTS - Water, Wastewater, Drainage and Paving serving Thomas Ranch, Section 1									
8	Fire Hydrants	EA	13	\$ 5,000.00	\$ 65,000.00	13	\$ 65,000.00	0	\$ -
9	12-Inch PVC C900 CL 150 Waterline (Incl. fittings)	LF	4,840	\$ 120.00	\$ 580,800.00	4,840	\$ 580,800.00	0	\$ -
10	8-Inch PVC C900 CL150 Waterline (Incl. fittings)	LF	16,103	\$ 90.00	\$ 1,449,270.00	16,103	\$ 1,449,270.00	0	\$ -
11	12-Inch RS Gate Valve	EA	7	\$ 4,500.00	\$ 31,500.00	7	\$ 31,500.00	0	\$ -
12	8-inch RS Gate Valve	EA	21	\$ 2,000.00	\$ 42,000.00	21	\$ 42,000.00	0	\$ -
13	Wastewater Manholes(every 350-feet)	EA	44	\$ 5,000.00	\$ 220,000.00	40	\$ 198,000.00	4	\$ 22,000.00
14	12-in PVCSDR-26Wastewaterline	LF	544	\$ 120.00	\$ 65,280.00	544	\$ 65,280.00	0	\$ -
15	8-In PVCSDR-26 Wastewater line	LF	9,999	\$ 100.00	\$ 999,900.00	9,999	\$ 999,900.00	0	\$ -
16	Storm Sewer Manholes(every 500-feet)	EA	15	\$ 5,000.00	\$ 75,000.00	15	\$ 75,000.00	0	\$ -
17	42"RCP Storm Sewer	LF	1,000	\$ 180.00	\$ 180,000.00	1,000	\$ 180,000.00	0	\$ -
18	36"RCP StormSewer	LF	1,000	\$ 160.00	\$ 160,000.00	1,000	\$ 160,000.00	0	\$ -
19	30"RCP Storm Sewer	LF	1,000	\$ 140.00	\$ 140,000.00	1,000	\$ 140,000.00	0	\$ -
20	24"RCP Storm Sewer	LF	1,000	\$ 120.00	\$ 120,000.00	1,000	\$ 120,000.00	0	\$ -
21	18"RCP Storm Sewers	LF	1,000	\$ 100.00	\$ 100,000.00	1,000	\$ 100,000.00	0	\$ -
22	Storm SewerInlet	EA	26	\$ 4,000.00	\$ 104,000.00	26	\$ 104,000.00	0	\$ -
23	Storm SewerOutfall	EA	2	\$ 15,000.00	\$ 30,000.00	2	\$ 30,000.00	0	\$ -
24	Roadway Subgrade Compaction	SY	33,251	\$ 3.00	\$ 99,753.00	33,251	\$ 99,753.00	0	\$ -



TBPELS Firm No. 1800

THOMAS RANCH
OPINION OF PROBABLE CONSTRUCTION COSTS
Water, Wastewater, Drainage and Paving improvements for Hilltop Northwest Phase 1,
including Ground Storage Tank No. 1 and Northwest Lift Station and Forced Main

ITEM	ITEM DESCRIPTION	SCHEDULED VALUE				TOTAL COMPLETED TO DATE		WORK REMAINING TO BOND	
		UNIT	QUANTITY	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
25	12" Thick Flexible Limestone Base for Roadway	CY	11,084	\$ 65.00	\$ 720,460.00	11,084	\$ 720,460.00	0	\$ -
26	4" Thick HMA for Roadway	SY	26,734	\$ 25.00	\$ 668,350.00	24,061	\$ 601,515.00	2,673	\$ 66,835.00
27	Concrete Curb	LF	14,664	\$ 9.00	\$ 131,976.00	14,664	\$ 131,976.00	0	\$ -
28	Ribbon Curb	LF	2,988	\$ 7.00	\$ 20,916.00	2,988	\$ 20,916.00	0	\$ -
29	Excavation for Roadway	CY	27,710	\$ 11.00	\$ 304,810.00	27,710	\$ 304,810.00	0	\$ -
30	Embankment & Compaction for Roadway	CY	11,084	\$ 5.00	\$ 55,420.00	11,084	\$ 55,420.00	0	\$ -
31	Temporary Erosion & Sedimentation Control	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 17,200.00	0.14	\$ 2,800.00
32	Traffic Control Plan	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
33	Traffic Signage	LS	1	\$ 35,000.00	\$ 35,000.00	0	\$ -	1	\$ 35,000.00
34	Curb Ramps	EA	10	\$ 1,000.00	\$ 10,000.00	10	\$ 10,000.00	0	\$ -
35	Local Rd Bridge	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	1	\$ 1,000,000.00	0	\$ -
36	Collector Rd Bridge	LS	1	\$ 1,000,000.00	\$ 1,000,000.00	1	\$ 1,000,000.00	0	\$ -
37	Water Services(double meter)	LS	29	\$ 1,000.00	\$ 29,000.00	29	\$ 29,000.00	0	\$ -
38	Wastewater Services(two-way)	LS	29	\$ 1,000.00	\$ 29,000.00	29	\$ 29,000.00	0	\$ -
SUBDIVISION IMPROVEMENTS: Hilltop Northwest Phase 1					\$ 8,502,435.00		\$ 8,375,800.00		\$ 126,635.00
SUBTOTAL					\$ 12,779,675.00		\$ 12,458,040.00		\$ 321,635.00
CONTINGENCY 10%					\$ 127,796.75		\$ 124,580.40		\$ 3,216.35
TOTAL					\$ 12,907,471.75		\$ 12,582,620.40		\$ 324,851.35



Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

11.

Meeting Date: 09/08/2026

Subject

Discuss, consider and take appropriate action concerning the proposed draft of the Burnet County Technology and Cybersecurity Policy. (Collier)

Attachments

IT_Cybersecurity Policy

BURNET COUNTY TECHNOLOGY AND CYBERSECURITY POLICY

1. PURPOSE AND POLICY

The purpose of this policy is to establish minimum security, management, and operational requirements for endpoint computing devices owned, leased, or managed by Burnet County. Burnet County shall maintain a secure, standardized, and centrally managed endpoint computing environment designed to:

1. Protect County information and technology resources;
2. Reduce cybersecurity vulnerabilities and operational risk;
3. Protect confidential, sensitive, and legally protected information;
4. Maintain reliable and secure County operations;
5. Provide accountability for County technology assets;
6. Support secure remote access and business continuity; and
7. Comply with applicable law and County policies.

County endpoint devices shall be acquired through approved County purchasing processes, configured and managed in accordance with DoTC standards, protected by appropriate cybersecurity controls, maintained throughout their useful life, and securely retired when no longer needed.

2. AUTHORITY, ADMINISTRATION, AND EXCEPTIONS

2.1 Authority

This policy is issued under the authority of the Burnet County Commissioners Court and administered by the Department of Technology and Cybersecurity (DoTC). DoTC is responsible for establishing and maintaining technical standards reasonably necessary to implement this policy and protect County technology resources. If a departmental procedure conflicts with this policy or an applicable DoTC technical standard, this policy shall govern unless an exception has been approved as provided below. Nothing in this policy supersedes applicable federal or state law. If this policy conflicts with applicable law, the law controls.

2.2 Elected Officials

The Commissioners Court recognizes that Burnet County elected officials have independent duties and responsibilities established by the Texas Constitution and state law. This policy is not intended to prevent an elected official from performing a duty imposed by law. If an elected official determines that application of this policy or a decision made by DoTC under this policy interferes with the performance of the official's legal duties, the official may request an exception or appeal the DoTC decision to the Commissioners Court.

2.3 Exceptions

Exceptions to this policy or DoTC technical standards should be based on a documented operational, legal, or business need. DoTC may require reasonable alternative or compensating security controls as a condition of an exception. Nothing in this section limits the authority of the Commissioners Court to approve an exception or otherwise act within its lawful authority.

3. SCOPE

This policy applies to County-owned, County-leased, and County-managed endpoint computing devices, regardless of physical location.

Covered devices include:

- Desktop and laptop computers;
- Rugged and mobile computers;
- Tablets and mobile workstations;
- Public kiosks and computers;
- Shared workstations;
- Specialized public-safety computing devices; and
- Other endpoint devices capable of accessing County information systems.

This policy applies to all persons authorized to use covered devices or access County information systems through them, including employees, elected officials, contractors, consultants, volunteers, and authorized third parties.

4. DEFINITIONS

Authorized User – A person authorized to access Burnet County information systems or use County technology resources.

County Information Systems – Any technology system, application, platform, network, infrastructure, device, database, or service that is owned, operated, managed, contracted, or otherwise authorized by the County for the purpose of processing, storing, transmitting, accessing, or managing County information or supporting County operations. This includes, but is not limited to, servers, networks, cloud services, enterprise applications, databases, endpoints, telecommunications systems, security systems, and related technology resources.

Endpoint Computing Device or Endpoint – A computing device capable of accessing County information systems or networks, including desktops, laptops, tablets, kiosks, mobile workstations, and specialized computing equipment.

Endpoint Detection and Response (EDR) – Technology used to monitor endpoint activity and detect, investigate, and respond to cybersecurity threats.

Least Privilege – Limiting a user's or system's access and permissions to those reasonably necessary to perform authorized functions.

Management Agents – Authorized software component, service, or system process installed on or associated with a County technology asset that enables the Technology Department to remotely monitor, manage, configure, secure, inventory, update, or otherwise administer the asset.

Multi-Factor Authentication (MFA) – Authentication requiring two or more independent verification factors.

Sensitive Information – Information classified by law, regulation, contract, or County policy as confidential, restricted, or otherwise protected from unauthorized access or disclosure.

DoTC – The Burnet County Department of Technology and Cybersecurity.

5. ROLES AND RESPONSIBILITIES

5.1 Department of Technology and Cybersecurity

DoTC is responsible for the security and centralized management of County endpoint computing systems within its authority. Responsibilities include:

- Establishing and maintaining endpoint security and configuration standards;
- Reviewing and approving endpoint hardware and software;

- Deploying and configuring endpoint devices;
- Maintaining standard configurations and security baselines;
- Managing centralized endpoint-management systems;
- Deploying security patches and software updates;
- Managing EDR, anti-malware, encryption, and other endpoint-security technologies;
- Monitoring endpoint security and performing vulnerability management;
- Maintaining technology asset information;
- Providing technical support;
- Coordinating endpoint-related cybersecurity incident response; and
- Securely sanitizing endpoint equipment before disposal or reuse.

5.2 Department Heads and Supervisors

Department Heads and supervisors are responsible for supporting compliance with this policy within their respective areas of responsibility. They shall, as applicable:

- Ensure personnel appropriately safeguard County equipment;
- Notify DoTC promptly of staffing or responsibility changes affecting system access or assigned equipment;
- Report lost, stolen, or damaged equipment;
- Report suspected cybersecurity incidents and material policy violations;
- Support County technology inventory verification;
- Ensure personnel complete required cybersecurity awareness training; and
- Consult DoTC before acquiring endpoint hardware or software when required by County purchasing procedures.

Technology purchases must comply with the County's purchasing policies and applicable law.

5.3 Authorized Users

Authorized users shall:

- Use County endpoint devices for authorized County business purposes only;
- Safeguard County equipment and information;
- Protect authentication credentials;
- Lock devices when unattended;
- Comply with required security updates and security controls;
- Immediately report suspected cybersecurity incidents and lost or stolen equipment;

- Refrain from installing unauthorized hardware or software;
- Refrain from disabling, removing, circumventing, or modifying County security controls; and
- Cooperate with authorized security investigations.

5.4 Contractors and Third Parties

Contractors and third parties using County-owned or County-managed endpoints shall comply with this policy. The sponsoring department is responsible for communicating applicable County requirements and coordinating necessary access with DoTC for all contractors and third parties.

6. HARDWARE ACQUISITION AND LIFECYCLE MANAGEMENT

6.1 Approved Hardware

Endpoint devices acquired with County funds shall comply with County purchasing requirements and applicable DoTC technical standards. DoTC shall maintain minimum technical specifications based on security, operational requirements, compatibility, vendor support, reliability, and lifecycle considerations. Consumer-grade or nonstandard endpoint devices require DoTC approval when such approval is required under applicable County purchasing procedures.

6.2 Asset Management

County endpoint devices shall be recorded and tracked in accordance with applicable County asset-management and purchasing requirements. Asset information should include, as applicable:

- County asset identification;
- Manufacturer serial number;
- Assigned department or user;
- Physical location; and
- Relevant inventory information.

County asset tags or identifiers shall not be removed or altered without authorization.

6.3 Lifecycle Management

DoTC shall establish endpoint replacement guidelines considering:

- Manufacturer support;
- Security requirements;
- Operational performance;
- Warranty status;

- Reliability; and
- Cost effectiveness.

Devices that no longer satisfy County security or operational requirements shall be upgraded, replaced, reassigned, or retired as appropriate.

6.4 Disposal and Reuse

Before an endpoint device or storage component is disposed of, transferred outside County control, or repurposed, County information shall be securely removed in accordance with applicable DoTC standards.

7. ENDPOINT CONFIGURATION AND MANAGEMENT

7.1 Standard Configuration

County endpoint devices shall use standardized configurations appropriate to their intended purpose. Standard configurations shall address, as applicable:

- Supported operating systems;
- Security baselines;
- Required applications;
- Endpoint protection;
- Encryption;
- Remote management;
- Security monitoring;
- Browser configuration; and
- Device compliance requirements.

7.2 Centralized Management

County-managed endpoint devices shall be enrolled in approved centralized management systems when technically and operationally appropriate. DoTC may use centralized systems for:

- Device enrollment;
- Configuration management;
- Software deployment;
- Patch management;
- Security monitoring;
- Remote support;

- Inventory reporting; and
- Remote isolation or wiping when supported and appropriate.

Users shall not remove management agents or alter centrally managed configurations without authorization.

7.3 Operating Systems

Endpoint devices shall use vendor-supported operating systems approved by DoTC. Operating systems reaching the end of vendor support shall be upgraded, replaced, or subject to an approved exception before continued production use.

7.4 Security Baselines

DoTC shall establish endpoint device configuration baselines using applicable security requirements and recognized security guidance, which may include:

- Microsoft Security Baselines;
- Center for Internet Security (CIS) Benchmarks;
- National Institute of Standards and Technology (NIST) guidance;
- Criminal Justice Information Services (CJIS) requirements;
- Applicable Texas requirements; and
- County technology standards.

DoTC may modify security baselines as technology, legal requirements, or cybersecurity risks change.

7.5 Device Compliance

DoTC may evaluate device compliance based on factors including:

- Operating-system support and update status;
- Encryption;
- Endpoint protection;
- Firewall status;
- Security updates;
- Device risk; and
- Authentication or identity status.

A device that creates an unacceptable cybersecurity risk may be restricted or isolated from County resources until the risk is remediated.

7.6 Unauthorized Modifications

Unless authorized by DoTC, users shall not modify endpoint hardware, firmware, operating-system security settings, or security controls. This includes unauthorized changes to Basic Input/Output Systems, Unified Extensible Firmware Interface settings, Secure Boot, Trusted Platform Module functionality, storage devices, firmware, endpoint protection, management agents, or other security configurations.

8. IDENTITY AND ACCESS SECURITY

8.1 Access

Access to County information systems shall be based on authorized business or governmental need. Access privileges shall follow the principle of least privilege. User accounts shall ordinarily be uniquely assigned to an individual. Shared accounts may be used only when authorized for a legitimate operational purpose and appropriately controlled.

8.2 Account Provisioning and Changes

DoTC shall establish procedures for creating, modifying, and disabling accounts. Departments shall promptly notify DoTC of circumstances requiring access changes, including:

- New personnel;
- Transfers;
- Position or responsibility changes;
- Extended leave when access modification is appropriate;
- Contractor termination; and
- Employee separation.

8.3 Multi-Factor Authentication

MFA shall be required for systems and services designated by DoTC based on security risk and applicable requirements. MFA shall ordinarily be required for:

- Remote access;
- Administrative or privileged accounts;
- Cloud services containing County information;
- VPN access; and
- Other systems designated by DoTC.

DoTC shall maintain approved authentication methods and may modify those methods as technology and security risks change.

8.4 Passwords

Where passwords are used, they shall comply with current County password standards. Users shall not share passwords or reuse County passwords for personal accounts. DoTC may implement passwordless authentication where appropriate.

8.5 Session Security

Endpoint devices shall automatically lock after a period of inactivity established by DoTC. Users shall manually lock endpoints whenever they leave them unattended.

8.6 Privileged Access

Administrative and other privileged access shall:

- Be limited to legitimate administrative needs;
- Be individually attributable where practicable;
- Use multi-factor authentication, when supported and required;
- Be subject to appropriate logging and monitoring; and
- Be periodically reviewed.

Administrative accounts shall not ordinarily be used for routine email, web browsing, or general productivity activities. Local administrator rights require a documented operational need and appropriate approval.

8.7 Service Accounts

Service accounts shall have documented ownership, be limited to necessary permissions, use appropriately managed credentials, and be periodically reviewed. Service accounts shall not be used as ordinary interactive user accounts unless specifically authorized.

9. ENDPOINT SECURITY AND ENCRYPTION

9.1 Endpoint Protection

County-managed endpoint devices shall employ security controls appropriate to their risks and operational requirements. Controls may include:

- EDR;
- Anti-malware protection;
- Host firewalls;

- Device encryption;
- Application protection;
- Threat intelligence;
- Security monitoring; and
- Tamper protection.

Required endpoint-security controls shall remain enabled and shall not be removed, disabled, circumvented, or modified without authorization.

9.2 Endpoint Detection and Response

Endpoints designated by DoTC shall operate approved EDR technology capable of monitoring and responding to potentially malicious activity. DoTC may use EDR or other security tools to investigate threats, isolate devices, contain malicious activity, and protect County systems.

9.3 Security Monitoring and Isolation

DoTC may centrally monitor endpoint security events for purposes of protecting County systems and information. Relevant events may include malware, suspicious authentication, unauthorized privilege escalation, credential theft, ransomware, unauthorized software, lateral movement, and suspected data exfiltration. DoTC may immediately isolate or restrict an endpoint when reasonably necessary to address a cybersecurity risk.

9.4 Encryption

Sensitive County information shall be encrypted when required by law, County policy, applicable security standards, or DoTC requirements. Encryption shall be used as appropriate for:

- Data stored on endpoint devices;
- Data transmitted across networks;
- Approved remote access; and
- Authorized removable media.

DoTC shall establish approved encryption technologies and cryptographic standards.

9.5 Removable Media

Use of removable media may be restricted based on security risk. When removable media is authorized, DoTC may require encryption, malware scanning, documented business justification, and other safeguards appropriate to the information involved. Sensitive information shall not remain on removable media longer than operationally necessary. Encryption recovery keys shall be maintained using approved County systems.

10. SOFTWARE MANAGEMENT

10.1 Approved Software

Software installed on County endpoints shall be authorized by DoTC or otherwise permitted under DoTC standards and appropriately licensed and acquired in accordance with applicable County purchasing requirements. DoTC may maintain an approved software catalog and software-request process for users to obtain necessary software.

10.2 Software Review

Before approving software, DoTC may evaluate:

- Cybersecurity risk;
- Licensing;
- Compatibility;
- Vendor support;
- Operational need;
- Data handling;
- Regulatory requirements; and
- Integration with County systems.

10.3 Prohibited Software

Unless specifically authorized, users shall not install or use software that creates an unacceptable security, licensing, or operational risk, including:

- Unauthorized remote-access applications;
- Peer-to-peer file-sharing applications;
- Cryptocurrency-mining software;
- Password-cracking or unauthorized security-testing tools;
- Unauthorized network-scanning or packet-capture tools;
- Unauthorized virtualization platforms;
- Pirated or unlicensed software; or
- Software intended to circumvent County security controls.

DoTC may remove unauthorized or unsafe software from County endpoint devices.

10.4 Artificial Intelligence Applications

Artificial intelligence applications may be used only in a manner consistent with applicable law and County requirements governing security, privacy, confidentiality, records, and data governance. Unless expressly authorized, users shall not enter non-public County information into publicly accessible artificial intelligence services, including:

- Confidential or restricted information;
- Personally identifiable information;
- Protected health information;
- Criminal justice information;
- Law-enforcement-sensitive information;
- Attorney-client privileged information; or
- Other information prohibited from public disclosure or external processing.

DoTC may evaluate AI platforms before County adoption to determine whether they satisfy applicable security, legal, contractual, and operational requirements.

10.5 Browser Extensions

Browser extensions shall be limited to those authorized by DoTC. Extensions that bypass security controls or create an unacceptable cybersecurity, privacy, or operational risk are prohibited.

11. PATCH AND VULNERABILITY MANAGEMENT

11.1 Updates

County-managed endpoints shall receive operating-system, application, firmware, driver, and security updates in accordance with DoTC maintenance practices. DoTC may test updates before widespread deployment when operationally appropriate. Critical security updates may be deployed on an expedited basis when warranted by risk.

11.2 Supported Software

Software shall be maintained at vendor-supported versions when reasonably practicable. Unsupported software shall be upgraded, replaced, removed, or operated under an approved exception with appropriate compensating controls.

11.3 Vulnerability Management

DoTC shall periodically assess County-managed endpoint devices for security vulnerabilities. Vulnerabilities shall be prioritized and remediated according to risk, operational impact, and applicable security requirements. Unless DoTC determines that circumstances warrant a different response, remediation objectives are:

Severity Target Remediation

Critical As soon as practicable, normally within 7 days

High Within 15 days

Medium Within 30 days

Low During normal maintenance cycles

Operational constraints may require alternative remediation measures or compensating controls.

11.4 End-of-Support Systems

A system or software product that is no longer supported by its vendor shall not remain in production unless continued use is justified by an operational need and the cybersecurity risk is appropriately addressed. Where required by County policy, continued use shall be documented and approved by the appropriate County authority.

12. REMOTE ACCESS AND NETWORK SECURITY

12.1 Remote Access

Remote access to County information resources shall use DoTC-approved secure access methods via a County provided VPN (virtual private network) client. Users shall not establish unauthorized remote-access methods or install unauthorized remote-support software.

12.2 Remote Work

When accessing County resources remotely, users shall:

- Maintain reasonable physical control of County devices;
- Use secure network connections;
- Protect sensitive information from unauthorized viewing or disclosure;
- Lock devices when unattended; and
- Promptly report suspected security incidents.

Public computers shall not be used to access County information systems unless specifically authorized.

12.3 Public and Home Networks

When public wireless networks must be used, users shall use County-approved secure remote-access methods when required by DoTC. Employees working remotely should maintain reasonable security for home networks used by County equipment, including current wireless encryption and strong authentication. Default network-device passwords should be changed before County equipment is connected.

12.4 Network Connectivity

County endpoints shall connect only to authorized County network infrastructure or other networks permitted under DoTC standards. Sensitive County information transmitted over networks shall use approved encrypted communication methods when required.

12.5 Wireless and Network Devices

Users shall not install or connect unauthorized network infrastructure or devices to County systems, including:

- Wireless access points;
- Routers;
- Network switches;
- Cellular gateways;
- Network extenders;
- Internet-of-Things devices; or
- Personal network appliances.

Unauthorized devices may be disconnected when necessary to protect County systems.

12.6 Network Security Controls

DoTC may use network segmentation, firewalls, access controls, or other security mechanisms to reduce cybersecurity risk. Users shall not circumvent or attempt to bypass County network-security controls.

13. EXCEPTIONS, ENFORCEMENT, AND REVIEW

13.1 Security Response

DoTC may take reasonable and proportionate technical action to protect County information systems from an identified cybersecurity risk, including restricting access, isolating an endpoint device, removing unauthorized software, or disconnecting unauthorized equipment. When practicable, DoTC shall coordinate with the affected department or elected official regarding actions that materially affect County operations.

13.2 Policy Violations

Suspected violations of this policy shall be reported to the appropriate Department Head, elected official, DoTC, or other appropriate County authority. Violations may result in restriction or removal of technology access and may be addressed under applicable County personnel policies, contracts, or law.

13.3 Exceptions

Requests for exceptions shall identify the operational, legal, or business need supporting the request. DoTC may approve technical exceptions within its authority and may require compensating security controls.

Matters requiring Commissioners Court approval shall be submitted to the Commissioners Court. An elected official may appeal a DoTC determination to the Commissioners Court when the official determines that the application of this policy interferes with the performance of duties imposed by law.

13.4 Review and Technical Standards

This policy shall be reviewed at least annually and may be revised as necessary to address changes in law, technology, cybersecurity threats, or County operations. DoTC may establish and update technical standards, procedures, approved-product lists, configuration baselines, and implementation guidance necessary to administer this policy without amending this policy, provided those requirements are consistent with applicable law, County purchasing requirements, and authority established by the Commissioners Court.

[Signature page]

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: 09/08/2026

Subject

Discuss, consider, and take appropriate action regarding invoices without Purchase Orders or contracts as required in Local Government Code § 113.901:

(A) Information Technology Department to ComServPros, LLC for labor and materials for 24 Port Patch Panel in an amount not to exceed \$3,146.30.

(Wilson)

Attachments

9.8.26 Inv for ratification



CommServPros, LLC

PUTTING THE COMMUNICATIONS PIECES TOGETHER

INVOICE

#17426

GRN FOLDER
CC 9/8/26

Date	Invoice No.
8/3/2026	188422

PLEASE REMIT PAYMENT TO:
CommServPros, LLC
PO Box 19534
Austin, Texas 78760-9534

Bill To:

Burnet County Auditor
220 S. Pierce Street
Burnet, Texas 78611

Service Address:

Burnet, Texas

P.O. Number	Terms			Due Date
	Net 30			9/2/2026
Description		Quantity	Price Each	Amount
Labor - 24 Port to 24 Port Patch Panel		1	1,800.00	1,800.00
Materials		1	1,346.30	1,346.30
Quote# CSP 261011 - Ordered by Gregory Harris				
BURNET COUNTY TREASURER RECEIVED AUG - 7 2026 KARRIE CROWNOVER P.O. # <u>N/A</u> Acct # <u>100-5040-4010</u> Audit <u>82</u> Input _____				

Total \$3,146.30

Payments/Credits \$0.00

Balance Due \$3,146.30

Phone:

(512) 848-0555

Thank you. Your business is greatly appreciated.

E-mail:

tish@commservpros.com

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

13.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action regarding budget inter departmental line-item transfers:

- (a) Constable Precinct 1 transferring \$2,000 from Professional Services, fund 100-5510-4010, and \$1,000 from Uniforms, fund 100-5510-4820, to transfer \$800 to Overtime, fund 100-5510-1990, \$2,000 to Gasoline/ Diesel, Oil, fund 100-5510-3310, and \$200 to Repair and Maintenance, fund 100-5510-4520, to clean-up shortages in FY26 budget (Wilson);
- (b) Road & Bridge Precinct 1 transferring \$109,900 from Operating Supplies, fund 310-6110-3300, to Road Equip (Capitalized), fund 310-6110-5710 for purchase of a used water truck (Luther); and
- (c) District Attorney transferring \$5,000 from Copier Rental, fund 100-4850-4620, to Clerk/ Support Staff, fund 100-4850-1040, to cover shortage resulting from an overlap of two Administrative Assistant positions for training purposes (Wilson);
- (d) Road & Bridge Pct 4 transferring \$10,000 from Buildings, fund 340-6140-5300, to Vehicle/ Equip Repair, fund 340-6140-4510, to cover a vehicle repair shortage (Dockery); and
- (e) Information Technology Department transferring \$1,426.07 from fund Travel/ Mileage, fund 100-5040-4250, and \$37,375.69 from Support Fees (Tyler), fund 100-5040-4541, to transfer \$38,698.57 to Mach/ Equip (Inventory), fund 100-5040-4541, \$103.19 to Equipment Rental, fund 100-5040-4610, to reallocate funds to support end of year shortages (Collier).

Attachments

Const1 9.8.26 Budget adj
RB1 9.8.26 Budget adj
DA - 9.8.26 Proposed LIT
RB4 vehicle repair
IT 9.8.26 Budget adj



THE COUNTY OF BURNET
BURNET, TEXAS 78611

2026

DATE: September 8, 2026
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: LESLIE RAY

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

	FUND/DEPT	LINE ITEM	GEN LEDGER #	AMOUNT
	100	PROFESSIONAL SVCS	100-5510-4010	2,000.00
FROM:	100	UNIFORMS	100-5510-4820	1,000.00
	100	OVERTIME	100-5510-1990	800.00
TO:	100	GASOLINE/DIESEL/OIL	100-5510-3310	2,000.00
	100	REPAIR & MAINTENANCE	100-5510-4520	200.00

REASON: To clean up overages in FY26 budget

111.011 Changes in Budget for County Purposes of the Local Government Code.

DEPARTMENT HEAD

Cheryl For K. G. G. G.
COUNTY AUDITOR

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK



THE COUNTY OF BURNET
BURNET, TEXAS 78611

FY 2026

DATE: 9-8-26
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Joe Don Dockery

I SUBMIT TO YOU FOR YOUR CONSIDERATION THE FOLLOWING BUDGET

☐

LINE ITEM TRANSFERS

☐

AMENDMENTS

	FUND/DEPT	LINE ITEM	GEN LEDGER #	AMOUNT
	340	BUILDINGS	340-6140-5300	10,000.00
FROM:				
	340	VEHICLE/EQUIP REPAIR	340-6140-4510	10,000.00
TO:				

REASON: To cover vehicle repair shortage

111.011 Changes in Budget for County Purposes of the Local Government Code.

DEPARTMENT HEAD

COUNTY AUDITOR

APPROVED: COMMISSIONERS COURT

ATTEST: COUNTY CLERK



THE COUNTY OF BURNET
BURNET, TEXAS 78611

2026

DATE: September 8, 2026
(Commissioners Court Date)

TO : HONORABLE COMMISSIONERS COURT OF BURNET COUNTY

FROM: Gregory Harris

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

	<u>FUND/DEPT</u>	<u>LINE ITEM</u>	<u>GEN LEDGER #</u>	<u>AMOUNT</u>
FROM:	<u>100</u>	<u>Travel/Mileage</u>	<u>100-5040-4250</u>	<u>(1,322.88)</u>
	<u>100</u>	<u>Travel/Mileage</u>	<u>100-5040-4250</u>	<u>(103.19)</u>
	<u>100</u>	<u>Support Fees (Tyler)</u>	<u>100-5040-4541</u>	<u>(37,375.69)</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TO:	<u>100</u>	<u>MACH/EQUP (INVENTORY)</u>	<u>100-5040-4541</u>	<u>1,322.88</u>
	<u>100</u>	<u>Equipment Rental</u>	<u>100-5040-4610</u>	<u>103.19</u>
	<u>100</u>	<u>MACH/EQUP (INVENTORY)</u>	<u>100-5040-4541</u>	<u>37,375.69</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>

REASON: Reallocating funds to support end of year shortages

111.011 Changes in Budget for County Purposes of the Local Government Code.


DEPARTMENT HEAD

 FOR K. CLAESER
COUNTY AUDITOR

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

14.

Meeting Date: 09/08/2026

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.1



Burnet County, TX

Expense Approval Register

: AP 25927 - PAID CLAIMS CC SEPTEMBER 8,2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL					
MELISSA MCCLURE	56626 6/30/26	09/08/2026	JSVC-EVANS 6/1-6/30/26	100-4360-4183	127.50
MELISSA MCCLURE	56782 6/30/26	09/08/2026	JSVC-WALKER 6/1-6/30/26	100-4360-4181	487.50
MELISSA MCCLURE	58232/58232A	09/08/2026	JSVC-PUENTE 6/1-6/30/26	100-4360-4182	90.00
MELISSA MCCLURE	58504	09/08/2026	JSVC-HERNANDEZ 6/1-6/30/...	100-4360-4182	90.00
MELISSA MCCLURE	58687 6/30/26	09/08/2026	JSVC-CHAPMAN 6/1-6/30/26	100-4360-4181	112.50
MELISSA MCCLURE	58795 6/30/26	09/08/2026	JSVC-SWENSON/ECKERT 6/1-...	100-4360-4181	499.50
MELISSA MCCLURE	59243	09/08/2026	JSVC-WEEMS 6/1-6/30/26	100-4360-4182	90.00
MELISSA MCCLURE	59336 6/30/26	09/08/2026	JSVC-SOLORIZANO 6/1-6/30/...	100-4360-4181	322.50
MELISSA MCCLURE	59544 6/30/26	09/08/2026	JSVC-WILLIAMS 6/1-6/30/26	100-4360-4182	15.00
MELISSA MCCLURE	59772	09/08/2026	JSVC-HALE/WEBER 6/1-6/30...	100-4360-4182	600.00
MELISSA MCCLURE	59872	09/08/2026	JSVC-METCALF 6/1-6/30/26	100-4360-4182	615.00
CAMILO CORRALES	545	09/08/2026	CCRT-MLG/SVC CS#59932	100-4260-4150	390.00
WINGMAN OIL CHANGE	279301	09/08/2026	SO-SYN OIL CHG	100-5600-4510	114.00
WINGMAN OIL CHANGE	279336	09/08/2026	SO-FULL SVC OIL CHG	100-5600-4510	72.00
METAL MART	0247080010491	09/08/2026	SO- STRUCTURAL STEEL	100-5600-3300	494.63
WINGMAN OIL CHANGE	279533	09/08/2026	SO-SYN OIL CHG	100-5600-4510	114.00
WINGMAN OIL CHANGE	279793	09/08/2026	SO-FULL SVC OIL CHG	100-5600-4510	72.00
CHEVROLET BUICK MARBLE ...	6106620/1	09/08/2026	ELECT- REPAIRS FOR PICKUP	100-4900-4520	3,000.00
D & W PRINTING	37093	09/08/2026	ELECT- SIGNATURE STAMP	100-4900-3300	32.00
D & W PRINTING	37094	09/08/2026	ELECT- 1000 BUSINESS CARDS..	100-4900-3300	97.00
WINGMAN OIL CHANGE	278593	09/08/2026	SO-FULL SVC OIL CHG	100-5600-4510	72.00
AMAZON CAPITAL SERVICES, ...	19MN-3NF1-R6FC	09/08/2026	IT- COPPER CABLE	100-5040-3300	3,063.60
BRINKLEY SARGENT WIGINT...	22605.01-4	09/08/2026	NDEP-FACILITIES MASTER PL...	100-4090-4010	6,125.00
BRINKLEY SARGENT WIGINT...	22605.01-4A	09/08/2026	NDEP-FACILITIES MASTER PL...	100-4090-4010	644.62
SEQUEL DATA SYSTEMS, INC.	24601	09/08/2026	IT- 1 2U STATIC RAILS FOR P...	100-5040-3300	80.00
SEQUEL DATA SYSTEMS, INC.	24604	09/08/2026	IT- FIBER OPTIC CABLE CONN...	100-5040-3300	774.00
ODP BUSINESS SOLUTIONS, L...	478185189001	09/08/2026	NDEP- EXPANDING FILE POC...	100-4090-3090	55.81
APPLIED CONCEPTS, INC.	482524	09/08/2026	CNST2 - RADAR	100-5520-5750	3,192.00
JENNIFER M. FEST, CSR	2020-00285	09/08/2026	DA- TRANSCRIPT FOR CAUSE ...	100-1150-1000	840.00
CENTURYLINK	796498215 A	09/08/2026	MISC FEES 8/12/26	100-4090-4200	0.17
MINUTEMAN RENTALS	187048	09/08/2026	SO- RENTAL SKID STEER	100-5600-3300	144.10
GRAINGER	9041407025	09/08/2026	MAINT-BLOWER MOTOR FOR...	100-5100-3300	506.52
JENNIFER M. FEST, CSR	2020-00286	09/08/2026	JSVC-CS#57442 NICHOLAS F...	100-4360-4140	2,204.00
WAYNES AUTOMOTIVE & TI...	40755	09/08/2026	CONST1- 4 TIRES FOR RAM T...	100-5510-4510	1,578.19
BEARCOM	6078922	09/08/2026	EM-REPAIR BERTRAM TOWER	100-4060-4520	1,520.00
BEARCOM	6078930	09/08/2026	EM- TROUBLE SHOOTING W...	100-4060-4520	175.00
VR SYSTEMS, INC	9506	09/08/2026	ELECT- ANNUAL MAINTENA...	100-1170-0000	8,135.00
SOUTHLAND INDUSTRIES	1381890305	09/08/2026	MAINT- ONE TIME FLUSH AN...	100-5100-3300	3,760.00
AMAZON CAPITAL SERVICES, ...	13J7-DKQ9-3YVG	09/08/2026	MAG- 24 DELL MONITOR	100-5010-3300	119.99
AMAZON CAPITAL SERVICES, ...	1P37-CG36-17YW	09/08/2026	APROB- PARTS TO REPAIR W...	100-5710-4520	54.33
GT DISTRIBUTORS, INC.	INV1096461	09/08/2026	SO- TRAINING ITEMS	100-5600-5750	299.60
XLR8	29145	09/08/2026	HR- 200 T-SHIRTS (HEALTHY ...	100-5000-4990	1,000.00
MIA E BENGE	7/27/26 M.B.	09/08/2026	AGRILIFE- REIMBURSEMNT F...	100-6650-4340	173.00
TYLER TECHNOLOGIES, INC	025-563418	09/08/2026	TREAS-TRAINING, TYLER TECH	100-4970-4270	320.00
U.S. POSTAL SERVICE	15528631 8/19/26	09/08/2026	NDEP- POSTAGE FOR COURT...	100-4090-3110	5,000.00
DAVID MATTHEW CROOK	53381	09/08/2026	JSVC-MARTIN MENDOZA-TO...	100-4360-4160	5,000.00
CHRIS GUZMAN	8/19/26 C.G.	09/08/2026	ELECT- PER DIEM C GUZMAN...	100-4900-4270	192.91
CONDOR DOCUMENT SERVI...	BDA81726	09/08/2026	DA BURNET-SHREDDING SVC...	100-4850-3300	50.00
CONDOR DOCUMENT SERVI...	BSO81726	09/08/2026	SO- SHREDDING AUGUST	100-5600-3300	65.00
DEPARTMENT OF INFORMAT...	26071360N	09/08/2026	SO-SVC 7/1-7/31/26	100-4090-4200	136.00
DEPARTMENT OF INFORMAT...	26071360N	09/08/2026	SO-SVC 7/1-7/31/26	100-5600-4200	2,022.50
33RD & 424TH JUDICIAL DIS...	260731	09/08/2026	BOND SPRVSN JULY 26	100-5710-4000	3,293.91
AMAZON CAPITAL SERVICES, ...	1GJ9-97D3-YYWM	09/08/2026	MAINT- BBR SURFACE BACK...	100-5100-3300	16.81

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, ...	1KND-LPHD-W4K4	09/08/2026	MAINT- CARBON MONOXIDE...	100-5100-3300	1,399.90
TDCAA	295575	09/08/2026	DA- REG SEPT 16-18 WACO ...	100-4850-4270	500.00
MARBLE FALLS AREA EMS,INC	3015	09/08/2026	AMBULANCE CONTRACT SEP...	100-5400-4000	40,051.77
HILL COUNTRY SPRINGS	980135	09/08/2026	SO-WTR SVC 8/5GAL	100-5600-3300	72.99
HILL COUNTRY SPRINGS	980161	09/08/2026	AUD-WTR SVC 4/5GAL	100-4090-4990	48.99
HILL COUNTRY SPRINGS	980162	09/08/2026	CATTY-WTR SVC 2/5GAL	100-4750-3300	24.99
HILL COUNTRY SPRINGS	980164	09/08/2026	JP1-WTR SVC 4/3GAL	100-4510-3300	38.99
HILL COUNTRY SPRINGS	980170	09/08/2026	PDEF-WTR SVC 4/5GAL	100-4800-3100	47.99
HILL COUNTRY SPRINGS	980171	09/08/2026	PDEF-WTR SVC 3/5GAL	100-4800-3100	38.99
HILL COUNTRY SPRINGS	980172	09/08/2026	DJ-WTR SVC 3/5GAL	100-4350-3100	38.99
HILL COUNTRY SPRINGS	980173	09/08/2026	DCLK-WTR SVC 3/5GAL	100-4500-3300	31.99
STEPHANIE COOPER	8/25/26 S.C.	09/08/2026	ELECT- PER DIEM ROUND RO...	100-4900-4270	192.91
STEPHANIE ELLIS	8/25/26 S.E.	09/08/2026	ELECT- PER DIEM FOR AUG9-...	100-4900-4270	192.91
ANTHONY MONTES	8/26/26 A.M.	09/08/2026	DA- A.MONTES,TDCAA ANNL...	100-4850-4270	126.00
SHANNA WALL	8/26/26 S.W.	09/08/2026	COLL- CONF TRAVEL REQUES...	100-4980-4270	528.72
COMMSERVPROS, LLC	188422	09/08/2026	IT-24 PORT PATCH PANEL M...	100-5040-4010	3,146.30
RUBEN LASTLY JR.	38381	09/08/2026	ELECT-TIRE REPAIR FOR ELEC...	100-4900-4520	30.00
Fund 100 - GENERAL Total:					104,561.62
Fund: 140 - ECONOMIC DEVELOPMENT					
TEXAS DEPT OF STATE HEAL...	2026003068	09/08/2026	BCC-ASBESTOS/DEMOLITION...	140-6640-5301	464.00
Fund 140 - ECONOMIC DEVELOPMENT Total:					464.00
Fund: 160 - WESTERN CTY TOWER SYSTEM					
BEARCOM	6078928	09/08/2026	WWR- REPAIR SINGLETON B...	160-4070-4520	175.00
Fund 160 - WESTERN CTY TOWER SYSTEM Total:					175.00
Fund: 180 - RESTRICTED					
CENTURYLINK	796498215	09/08/2026	VETRIDES-TOLL FREE CHGS 8...	180-4082-4210	1.09
XLR8	29145A	09/08/2026	HR- HEALTHY COUNTY FAIR T...	180-4092-4000	831.50
Fund 180 - RESTRICTED Total:					832.59
Fund: 200 - LIBRARY SYSTEM					
AMAZON CAPITAL SERVICES, ...	19R7-9JXG-KWPP	09/08/2026	HBL- SUPPLIES, CHILDREN B...	200-6500-3300	11.39
SHI-GOVERNMENT SOLUTIO...	GB00597794	09/08/2026	LIB -(BL) DESKTOP COMPUTER	200-6500-5750	1,572.95
LISA HALEY	8/21/26	09/08/2026	BL-MLG STAFF TRNG 8/14/26	200-6500-4250	36.94
MARY SEAMAN	8/21/26	09/08/2026	BL-MLG JUL-AUG 26	200-6500-4250	126.16
Fund 200 - LIBRARY SYSTEM Total:					1,747.44
Fund: 201 - HERMAN - BROWN LIBRARY (Donation Acct)					
AMAZON CAPITAL SERVICES, ...	19R7-9JXG-KWPP	09/08/2026	HBL- SUPPLIES, CHILDREN B...	201-6500-3950	23.20
Fund 201 - HERMAN - BROWN LIBRARY (Donation Acct) Total:					23.20
Fund: 202 - FRIENDS OF THE LIBRARY					
AMAZON CAPITAL SERVICES, ...	19R7-9JXG-KWPP	09/08/2026	HBL- SUPPLIES, CHILDREN B...	202-6500-1900	35.94
AMAZON CAPITAL SERVICES, ...	1C9W-KJJC-4YR6	09/08/2026	HBL- SUPPLIES, CHILDREN B...	202-6500-1900	37.91
Fund 202 - FRIENDS OF THE LIBRARY Total:					73.85
Fund: 210 - HISTORICAL COMMISSION					
GROUND PENETRATING RAD...	1036763	09/08/2026	HISTCOMM-STRINGTOWN C...	210-6552-4685	1,600.00
Fund 210 - HISTORICAL COMMISSION Total:					1,600.00
Fund: 230 - TECHNOLOGY FUNDS					
WELLS FARGO VENDOR FINA...	110107777	09/08/2026	CCLK-SVC 6/1-6/30/26	230-4092-4770	129.95
WELLS FARGO VENDOR FINA...	110173404	09/08/2026	CCLK-SVC 7/1-7/31/26	230-4092-4770	129.95
WELLS FARGO VENDOR FINA...	110238647	09/08/2026	CCLK-SVC 8/1-8/31/26	230-4092-4770	371.51
Fund 230 - TECHNOLOGY FUNDS Total:					631.41
Fund: 270 - COUNTY JAIL					
CHARTER COMMUNICATIONS..	229974001060124A	09/08/2026	JAIL-PRORATED CHRGS 5/1-5...	270-5120-4370	975.00
TURN KEY HEALTH CLINICS, L...	BUR-232	09/08/2026	JAIL-PHARMACY/MED WST J...	270-5120-4120	6,346.42
CAMFIL USA, INC	30661666	09/08/2026	JAIL- BELTS	270-5120-3450	1,268.36
FRONTIER	8/13/26 JAIL	09/08/2026	JAIL-LOCAL SVC 8/13-9/12/26	270-5120-4200	1,551.36
CONDOR DOCUMENT SERVI...	BCJ8726	09/08/2026	JAIL- SHREDDING FOR AUGU...	270-5120-3300	65.00
AMAZON CAPITAL SERVICES, ...	19QW-NL3J-4TCN	09/08/2026	JAIL- PARKING LOT PAINT	270-5120-3450	43.42
AMAZON CAPITAL SERVICES, ...	1FTD-D4GD-4HDW	09/08/2026	JAIL- TRACTOR SPEAR TO M...	270-5120-3300	269.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, ...	1WVP-Y61G-33FK	09/08/2026	JAIL - APC PACKS	270-5120-3300	3,931.96
FARRELL CALHOUN INC.	802121183	09/08/2026	JAIL- 3 SAMPLE PAINTS	270-5120-3450	42.45
BLUEBONNET TRAILS COMM...	24-07-26	09/08/2026	JAIL-ASSMT SVCS JULY 26	270-5120-4120	330.00
XLR8	29331	09/08/2026	JAIL- EMBROIDERY UNIFORM...	270-5120-4820	150.00
HILL COUNTRY SPRINGS	974267	09/08/2026	JAIL-WTR SVC 4/5GAL	270-5120-3300	46.99
ARAMARK SERVICES, INC.	000021308-000198	09/08/2026	JAIL-MEAL SVCS 8/13-8/19/26	270-5120-3350	12,922.51
LINDE GAS & EQUIPMENT IN...	58585420	09/08/2026	JAIL-CYL LS 7/20-8/20/26	270-5120-3450	83.25
FARRELL CALHOUN INC.	802121191	09/08/2026	JAIL-PAINT FOR LT OFFICE	270-5120-3300	619.41
GALLOWAY INSURANCE AGE...	250117	09/08/2026	JAIL- NOTARY APPLICATION. ...	270-5120-4270	71.57
MOORE SUPPLY CO.	5181153823.001	09/08/2026	JAIL- SPUD GASKETS	270-5120-3450	25.32
Fund 270 - COUNTY JAIL Total:					28,742.30
Fund: 291 - GRANT-HOT ATTF					
WILLIAMSON COUNTY	6/17/26	09/08/2026	HATTF-Q3 MVCPA APR-MAY ...	291-2010-5784	25,757.50
Fund 291 - GRANT-HOT ATTF Total:					25,757.50
Fund: 310 - R & B, PCT #1					
CAPITOL AGGREGATES, INC.	257484	09/08/2026	RB1- GTRADE 5 TOPPING RO...	310-6110-3300	3,314.85
WASTE CONNECTIONS	15330120V156	09/08/2026	RB1-SVC 9/1-9/30/26	310-6110-4370	962.17
WAYNES AUTOMOTIVE & TI...	40813	09/08/2026	RB1- PATCHES FOR FORD	310-6110-4510	64.00
WAYNES AUTOMOTIVE & TI...	40814	09/08/2026	RB1-TOW BROKE DOWN TR...	310-6110-4510	992.72
ERGON ASPHALT & EMULSI...	9403810639	09/08/2026	RB1-HSRF-2-PAVING OIL	310-6110-3300	16,846.73
ERGON ASPHALT & EMULSI...	9403811864	09/08/2026	RB1-HSRF-2-PAVING OIL	310-6110-3300	17,087.00
EWALD KUBOTA INC	IE07788	09/08/2026	RB1- TIRE FOR SHREDDER	310-6110-4510	1,487.07
LAUREN CONCRETE, INC.	529691	09/08/2026	RB1- PIUR CONCRETE CTY RD..	310-6110-3300	758.00
Fund 310 - R & B, PCT #1 Total:					41,512.54
Fund: 320 - R & B, PCT #2					
EWALD KUBOTA INC	IE06250	09/08/2026	RB2-WEED EATER STRING,BO...	320-6120-3300	471.36
BRAUNTEX MATERIALS, INC	190267	09/08/2026	RB2-149.1 TONS OF BLACK B...	320-6120-3300	12,971.70
FRONTIER	8/13/26 RB2	09/08/2026	RB2-LOCAL SVC 8/13-9/12/26	320-6120-4200	128.52
WAY LATE ICE LLC	22150	09/08/2026	RB2- 80 BAGS OF ICE	320-6120-3300	280.00
BRAUNTEX MATERIALS, INC	190444	09/08/2026	RB2-295.63 TONS OF BLACK ...	320-6120-3300	25,719.81
AMAZON CAPITAL SERVICES, ...	1GJ9-97D3-YTWR	09/08/2026	RB2- BOTTLED WATER	320-6120-3300	151.96
LAWSON PRODUCTS, INC.	9313699590	09/08/2026	RB2-FUSES,PAINT,PIGTAILS,...	320-6120-3300	1,170.90
EWALD KUBOTA INC	IE06308	09/08/2026	RB2-RTN VARIOUS PARTS	320-6120-3300	-303.36
Fund 320 - R & B, PCT #2 Total:					40,590.89
Fund: 330 - R & B, PCT #3					
CAPITOL AGGREGATES, INC.	257482	09/08/2026	RB3- GRADE 5 WASH ROCK C...	330-6130-3300	5,204.15
CAPITOL AGGREGATES, INC.	257483	09/08/2026	RB3- GRADE 5 WASH ROCK C...	330-6130-3300	12,271.35
ALLIED SALES	33540102	09/08/2026	RB3-DIESEL AND FUEL FROM...	330-6130-3310	8,500.44
YOUNGBLOOD AUTOMOTIVE...	50023050	09/08/2026	RB3- 2 TIRES FOR TRACTOR	330-6130-4510	1,626.52
YOUNGBLOOD AUTOMOTIVE...	50023247	09/08/2026	RB3-INSPECTION	330-6130-4510	80.00
CAPITOL AGGREGATES, INC.	257710	09/08/2026	RB3-GRADE 5 WASH ROCK	330-6130-3300	3,655.75
KIMBALL MIDWEST	104709476	09/08/2026	JAIL- INMATE UNIFORMS	330-6130-4510	148.25
Fund 330 - R & B, PCT #3 Total:					31,486.46
Fund: 340 - R & B, PCT #4					
ASPHALT INC., LLC	SP69000	09/08/2026	RB4-800 TONS OF HOT MIX ...	340-6140-3300	40,192.00
ASPHALT INC., LLC	SP69069	09/08/2026	RB4-800 TONS OF HOT MIX ...	340-6140-3300	32,176.00
BLADES GROUP LLC - ROCK A...	18054739	09/08/2026	RB4- 62 BAGS PF ROCK ASPH...	340-6140-3300	1,302.00
FRANICH ENTERPRISES	09370	09/08/2026	RB4-FLAT REPAIR FOR UNIT ...	340-6140-4510	25.00
WINGMAN OIL CHANGE	280740	09/08/2026	RB4-OIL CHANGE ON UNIT 4...	340-6140-4510	114.00
TRIPLE F EQUIPMENT MAINT...	1375	09/08/2026	RB4-LOADER REPAIR E9	340-6140-4510	2,300.00
WAY LATE ICE LLC	22176	09/08/2026	RB4- 68 BAGS OF ICE DELIVE...	340-6140-3300	238.00
PATHMARK TRAFFIC PRODU...	28235	09/08/2026	RB4-DELINATOR POST	340-6140-3300	410.00
PATHMARK TRAFFIC PRODU...	28258	09/08/2026	RB4-SIGNS	340-6140-3300	69.00
AMAZON CAPITAL SERVICES, ...	1Y6X-99X9-XXQX	09/08/2026	RB4- SAFETY VEST AND GLO...	340-6140-3300	709.54
CHEVROLET BUICK MARBLE ...	6106700/1	09/08/2026	RB4-WORK ON UNIT 433	340-6140-4510	4,739.89
Fund 340 - R & B, PCT #4 Total:					82,275.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 504 - COURTHOUSE SECURITY					
HILL COUNTRY SPRINGS	980134	09/08/2026	CHS-WTR SVC 1/5GAL	504-5602-4900	13.49
Fund 504 - COURTHOUSE SECURITY Total:					13.49
Fund: 505 - JAIL COMMISSARY					
SMART VENDING SERVICES, L...	10580	09/08/2026	JAIL- 2000 NICOTINE PATCHE...	505-5132-3360	7,938.58
Fund 505 - JAIL COMMISSARY Total:					7,938.58
Fund: 600 - DEBT SERVICE					
REGIONS BANK, CORPORATE...	132364	09/08/2026	TN2024-G067Z08 BI#14994	600-6810-4990	860.00
Fund 600 - DEBT SERVICE Total:					860.00
Fund: 710 - CAPITAL PROJECTS - FACILITY IMPROVEMENT FUND					
AMAZON CAPITAL SERVICES, ...	1WJQ-XCNX-4KN9	09/08/2026	IT- I CASE OF EXPANDING FI...	710-5040-5770	387.13
Fund 710 - CAPITAL PROJECTS - FACILITY IMPROVEMENT FUND Total:					387.13
Fund: 722 - TAX NOTES - 2022					
DANA SAFETY SUPPLY	1026154	09/08/2026	RB4 - (2022 TAX NOTE) CHEV...	722-6140-5710	8,296.14
Fund 722 - TAX NOTES - 2022 Total:					8,296.14
Fund: 724 - TAX NOTES - 2024					
TACTIXFIRE	26-3942_1	09/08/2026	JAIL-RE-BID 26-5120-01 FIRE ...	724-5120-5300	240,000.00
Fund 724 - TAX NOTES - 2024 Total:					240,000.00
Fund: 850 - HRA					
DEANNE FISHER	8/25/26	09/08/2026	HRA BENEFIT FY26	850-6950-4165	493.36
Fund 850 - HRA Total:					493.36
Fund: 880 - FIDUCIARY (TRUST & AGENCY)					
TEXAS DEPT OF STATE HEAL...	2029008	09/08/2026	REMOTE BIRTH ACCESS 7/1-7...	880-2070-9530	258.03
Fund 880 - FIDUCIARY (TRUST & AGENCY) Total:					258.03
Fund: 990 - PAYROLL					
NEW YORK LIFE INSURANCE	AUG 2026	09/08/2026	NYL#006923528 AUG 2026	990-2070-2350	35.00
Fund 990 - PAYROLL Total:					35.00
Grand Total:					618,755.96

Fund Summary

Fund	Expense Amount
100 - GENERAL	104,561.62
140 - ECONOMIC DEVELOPMENT	464.00
160 - WESTERN CTY TOWER SYSTEM	175.00
180 - RESTRICTED	832.59
200 - LIBRARY SYSTEM	1,747.44
201 - HERMAN - BROWN LIBRARY (Donation Acct)	23.20
202 - FRIENDS OF THE LIBRARY	73.85
210 - HISTORICAL COMMISSION	1,600.00
230 - TECHNOLOGY FUNDS	631.41
270 - COUNTY JAIL	28,742.30
291 - GRANT-HOT ATTF	25,757.50
310 - R & B, PCT #1	41,512.54
320 - R & B, PCT #2	40,590.89
330 - R & B, PCT #3	31,486.46
340 - R & B, PCT #4	82,275.43
504 - COURTHOUSE SECURITY	13.49
505 - JAIL COMMISSARY	7,938.58
600 - DEBT SERVICE	860.00
710 - CAPITAL PROJECTS - FACILITY IMPROVEMENT FUND	387.13
722 - TAX NOTES - 2022	8,296.14
724 - TAX NOTES - 2024	240,000.00
850 - HRA	493.36
880 - FIDUCIARY (TRUST & AGENCY)	258.03
990 - PAYROLL	35.00
Grand Total:	618,755.96

Account Summary

Account Number	Account Name	Expense Amount
100-1150-1000	ACCOUNTS RECEIVABLE	840.00
100-1170-0000	PREPAID EXPENDITURES	8,135.00
100-4060-4520	REPAIR & MAINTENANCE	1,695.00
100-4090-3090	CENTRAL SUPPLIES	55.81
100-4090-3110	POSTAGE	5,000.00
100-4090-4010	PROFESSIONAL SERVICES	6,769.62
100-4090-4200	TELEPHONE EQUIP/SERV...	136.17
100-4090-4990	MISCELLANEOUS	48.99
100-4260-4150	MENTAL EVAL/JUD SVCS	390.00
100-4350-3100	OFFICE SUPPLIES	38.99
100-4360-4140	COURT REPORTER SERVI...	2,204.00
100-4360-4160	COURT APPT ATT-CRIMI...	5,000.00
100-4360-4181	COURT APPT ATT-CPS (C...	1,422.00
100-4360-4182	COURT APPT ATT-CPS (C...	1,500.00
100-4360-4183	CPS (NON CUSTODIAL)	127.50
100-4500-3300	OPERATING SUPPLIES	31.99
100-4510-3300	OPERATING SUPPLIES	38.99
100-4750-3300	OPERATING SUPPLIES	24.99
100-4800-3100	OFFICE SUPPLIES	86.98
100-4850-3300	OPERATING SUPPLIES	50.00
100-4850-4270	CONFERENCE/DUES/TRA...	626.00
100-4900-3300	OPERATING SUPPLIES	129.00
100-4900-4270	CONFERENCE/DUES/TRA...	578.73
100-4900-4520	REPAIR & MAINTENANCE	3,030.00
100-4970-4270	CONFERENCE/DUES/TRA...	320.00
100-4980-4270	CONFERENCE/DUES/TRA...	528.72
100-5000-4990	EMPLOYEE APPRECIATI...	1,000.00
100-5010-3300	OPERATING SUPPLIES	119.99
100-5040-3300	OPERATING SUPPLIES	3,917.60
100-5040-4010	PROFESSIONAL SERVICES	3,146.30
100-5100-3300	OPERATING SUPPLIES	5,683.23

Account Summary

Account Number	Account Name	Expense Amount
100-5400-4000	CONTRACT SERVICES	40,051.77
100-5510-4510	VEHICLE REPAIR & MAINT	1,578.19
100-5520-5750	MACH/EQUIP (INVENTO...	3,192.00
100-5600-3300	OPERATING SUPPLIES	776.72
100-5600-4200	TELEPHONE/CELL/MOBI...	2,022.50
100-5600-4510	VEHICLE REPAIR & MAINT	444.00
100-5600-5750	MACH/EQUIP (INVENTO...	299.60
100-5710-4000	CONTRACT SERVICES-B...	3,293.91
100-5710-4520	REPAIR & MAINTENANCE	54.33
100-6650-4340	OUT OF COUNTY TRVL	173.00
140-6640-5301	CIP BUILDINGS - BRIGGS...	464.00
160-4070-4520	REPAIR & MAINTENANCE	175.00
180-4082-4210	TOLL FREE NUMBER	1.09
180-4092-4000	HEALTHY COUNTY EXPE...	831.50
200-6500-3300	OPERATING SUPPLIES	11.39
200-6500-4250	TRAVEL/MILEAGE	163.10
200-6500-5750	MACH/EQUIP (INVENTO...	1,572.95
201-6500-3950	RSV CITY OF BURNET	23.20
202-6500-1900	RSV FRIENDS	73.85
210-6552-4685	STRINGTOWN CEMETERY	1,600.00
230-4092-4770	COUNTY & DISTRICT CO...	631.41
270-5120-3300	OPERATING SUPPLIES	4,932.64
270-5120-3350	INMATE FOOD COSTS	12,922.51
270-5120-3450	MAINTENANCE SUPPLIES...	1,462.80
270-5120-4120	JAIL MEDICAL COSTS	6,676.42
270-5120-4200	TELEPHONE/CELL/MOBI...	1,551.36
270-5120-4270	CONFERENCE/DUES/TRA...	71.57
270-5120-4370	UTILITIES-BCJ	975.00
270-5120-4820	UNIFORMS	150.00
291-2010-5784	DUE TO WILLIAMSON CO	25,757.50
310-6110-3300	OPERATING SUPPLIES	38,006.58
310-6110-4370	UTILITIES	962.17
310-6110-4510	VEHICLE/EQUIP REPAIR ...	2,543.79
320-6120-3300	OPERATING SUPPLIES	40,462.37
320-6120-4200	TELEPHONE/CELL/MOBI...	128.52
330-6130-3300	OPERATING SUPPLIES	21,131.25
330-6130-3310	GASOLINE/DIESEL/OIL/E...	8,500.44
330-6130-4510	VEHICLE/EQUIP REPAIR ...	1,854.77
340-6140-3300	OPERATING SUPPLIES	75,096.54
340-6140-4510	VEHICLE/EQUIP REPAIR ...	7,178.89
504-5602-4900	JURY EXPENSE	13.49
505-5132-3360	COMMISSARY SALES EXP	7,938.58
600-6810-4990	MISCELLANEOUS	860.00
710-5040-5770	IT INFRASTRUCTURE	387.13
722-6140-5710	ROAD EQUIP (CAPITALIZ...	8,296.14
724-5120-5300	BUILDINGS	240,000.00
850-6950-4165	HEALTH CLAIMS	493.36
880-2070-9530	BIRTH CERT ACCESS FEE	258.03
990-2070-2350	DUE TO NEW YORK LIFE ...	35.00
Grand Total:		618,755.96

Project Account Summary

Project Account Key	Expense Amount
None	618,755.96
Grand Total:	618,755.96

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

15.

Meeting Date: 09/08/2026

Subject

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

- (a) Enter a Memorandum of Understanding Between Texas A&M AgriLife Extension Service and Burnet County concerning hiring an assistant county agent (Wilson);
 - (b) Enter Guardian RFID System Agreement Addendum B Amendment, effective August 14, 2026, with the Burnet County Jail, amending the contract approved by Commissioners Court on May 12, 2026, to add one Lease Spartan and Mobile Command XR Software License, in an amount not to exceed \$1,401.25, funded through the ViaPath Technology Grant (Wilson);
 - (c) Enter an Amendment to Agreement with Levy Architects, PLLC for the Burnet County – Briggs Community Center to restructure the application of fees under the current contract, with no additional cost to Burnet County (Wilson);
 - (d) Enter an Amendment to the Engagement Agreement providing legal services to the county on the proposed 765kV transmission line with The Law Office of Margaret Uhlig Pemberton supplementing payment terms between Ms. Pemberton and Burnet County (Wilson);
 - (e) Enter a Professional Services Agreement between Clyde Pehl and Burnet County to administer the Vetride Program (Wilson);
 - (f) Enter an Independent Contractor Agreement between Doyle Erwin and Burnet County to be an independent driver for the Vetride Program (Wilson);
 - (g) Enter an Independent Contractor Agreement between Mary C Erwin and Burnet County to be an independent driver for the Vetride Program (Wilson);
 - (h) Enter an Interlocal Cooperation Agreement between Mason County and Burnet County for Jail Services for the term of September 1, 2026, through September 30, 2027, with a per diem rate from Mason County for detention services at \$85 per man-day;
 - (i) Enter into an Interlocal Agreement with the Heart of Texas Auto Theft Task Force (MVCPA) between Burnet County and the City of Waco for the term of September 1, 2026, through August 31, 2027, with funding provided through the MVCPA grant awarded to Burnet County to include an officer into the program from the City of Waco (Wilson); and
 - (j) Enter into an Interlocal Agreement with the City of Burnet for Facility Rental Application and Agreement for the December 14, 2026, Employee Appreciation Brunch (Wilson).
- (Wilson)

Attachments

AgriLife MOU
GUARDIAN RFID - Addendum B Amendment
GUARDIAN RFID INMATE AGREEMENT
Briggs Community Center -Amendment to Agreement
Engagement Agreement
DOYLE ERWIN VETRIDE DRIVER AGREEMENT
MARY ERWIN INDEPENDENT VETRIDE DRIVER AGREEMENT
MASON COUNTY INMATE HOUSING AGREEMENT
HOTATTF Interlocal with Waco
Facility Rental Application and Agreement

**Cooperative Agreement
Between
Texas A&M AgriLife Extension Service and Burnet County**

This Cooperative Agreement ("Agreement") between Burnet County ("County") and Texas A&M AgriLife Extension Service ("AgriLife Extension"), for the purpose of establishing a partnership between the county government representing the citizens of Texas residing in said county and AgriLife Extension.

Whereas, Chapter 43 of the Texas Agriculture Code authorizes and enables Texas counties, through their commissioners court, to employ any means as appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A&M AgriLife Extension Service, a member of the Texas A&M University System and Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) authorizes agreements for services between a state agency and a county;

Whereas, the County has carefully analyzed the need for continuing cooperative demonstration work in agriculture and other continuing education programs and services for the citizens of Burnet County, it has been determined that a Texas A&M AgriLife Extension Service staffing and budget plan designed to develop and conduct educational programs in all phases of agriculture, family and consumer sciences, 4-H and youth, and economic development can effectively and efficiently serve the County of Burnet; and

Whereas, AgriLife Extension wishes to join in and cooperate with the County in furtherance of a County Extension Program.

Now therefore, County and AgriLife Extension agree as follows:

1. This Agreement is to be for the period beginning September 1, 2026 and ending August 31, 2031. AgriLife Extension and the County have had a long-standing relationship concerning extension educational work; therefore, this Agreement shall automatically renew annually, until terminated as provided in Paragraph 13 below, with the understanding that all terms and conditions remain unchanged unless this Agreement is specifically amended by mutual consent of the parties, documented in writing and signed by an authorized representative of each party.

2. The County through the Commissioners Court of Burnet County, Texas will annually allocate an amount of funds determined through the County's annual budgeting process in furtherance of the County Extension Program and the Extension county office. Allocations may provide county support of Extension agent salaries or other county support staff, and associated fringe benefits as required by federal and state law, telephone and internet service, office equipment, supplies, travel expenses, staff in-service training, etc. This Agreement does not require the payment of any funds to AgriLife Extension. The County will disburse funds to employees through the processes set forth in county procedures.

The County will provide adequate office space, furnishings, equipment, travel and other operating expenses for the proper support of the faculty, support staff, and the County Extension Program. AgriLife Extension shall not remove any furnishings from the office and shall return the same to the County, together with any equipment, supplies, etc. provided under the following paragraph, upon the termination of this agreement. Either party may allow the employee to utilize vehicles for travel within mission and scope. The owner of the vehicle is responsible for vehicle repairs. Each party shall maintain separate ownership and control over any property purchased or used in the performance of this cooperative Agreement.

3. The County will annually review the salary support provided to County Extension Agents and may provide for salary increases comparable to those provided to Burnet County employees through the processes set forth by county procedures.

4. AgriLife Extension will provide and administer Extension educational work within Burnet County which is directed at improving the quality of life for people in the county, enhancing economic opportunity within the county, and sustaining the natural resources of the county. Planning, developing and conducting educational activities and programs in areas of agriculture, family and consumer sciences, 4-H youth development, and community development are part of the extension educational work, and expenses for such are acceptable for reimbursement from the operating budget provided by the County. This includes the preparation of mass media information, conducting training meetings, workshops, clinics, short courses, and technical support to assist the residents of Burnet County.

5. AgriLife Extension will make available resources as normally provided to other AgriLife Extension county agents such as specialists' expertise, publications, and other materials and supplies.

6. Routine management and supervision of the County Extension Office shall be through a County Coordinator, herein after referred to as Coordinator, appointed by AgriLife Extension. The Coordinator shall serve as the agency liaison/department head for Burnet County, and shall be housed in Burnet County.

7. Overall supervision of the Burnet County Extension Program shall be by the District Extension Administrator, appointed by AgriLife Extension. The County Extension Program shall also be accountable to the Burnet County Commissioners Court by providing periodic special and annual reports of activities and accomplishments.

8. The Coordinator, with the advice and consent of the District Extension Administrator shall coordinate all extension educational work; and supervise the operating budget, and the support staff.

- a. The Coordinator shall manage the operating budget in accordance with county fiscal policies and accepted accounting practices. Flexibility between categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in

accordance with county procedures. Extension faculty and support staff shall keep accurate and detailed records of expenses incurred in accordance with county fiscal procedures.

- b. The Coordinator shall manage and administer county-provided equipment in accordance with Burnet County policies and procedures.
- c. The Coordinator shall supervise the support staff employed by the County and assigned to the County Extension Program in accordance with county personnel policies and procedures. Such supervision authority includes, but is not limited to, hiring, training, duty assignments, scheduling, performance evaluation, and discipline subject to county policy. Recommendations for adverse personnel actions with regard to county employees will be coordinated with the Commissioners Court.
- d. The District Extension Administrator shall supervise any staff employed directly by AgriLife Extension in accordance with AgriLife Extension policies and procedures.

9. Extension agents shall be AgriLife Extension employees and subject to all Texas A&M University System ("TAMUS") policies, procedures, and guidelines. Extension agents shall adhere to both Extension and County policies and procedures where applicable in carrying out their duties and responsibilities. Extension agents are exempt employees and therefore not subject to the overtime provisions of the Fair Labor Standards Act. AgriLife Extension provides access to health insurance and retirement benefits. Both entities shall withhold and/or contribute towards workers' compensation insurance, unemployment compensation insurance, social security benefits, and Medicare benefits proportional to the salary paid by each. Leave will be administered based on each respective entity's policies and procedures.

10. Clerical and other administrative staff provided by the County shall be Burnet County employees and subject to all Burnet County policies, procedures and guidelines. County employees shall also follow TAMUS policies and procedures where applicable in carrying out their duties and responsibilities.

11. AgriLife Extension will recruit and select County Extension Agents with the proper training and qualifications to fill vacant or new positions.

12. The annual budget, as certified by the County on the CB-5, will serve as the budget agreement and may be amended by Commissioners Court as the occasion warrants subject to availability of funds. This budget in no way alters the objectives and goals set forth in this Agreement. Upon county certification of its annual budget, a certified copy will be submitted to AgriLife Extension.

13. This Agreement may be terminated as follows:

- a. Immediately by mutual agreement of the parties; or
- b. By either party, without cause, upon ninety (90) days written notice to the other party notifying of its intent to terminate.

14. This Agreement contains the entire understanding of the parties regarding the subject matter herein, and supersedes all other written and oral agreements between the parties regarding the matter. This Agreement may be revised or amended by written agreement of the parties signed by an authorized representative of each party.

15. County and AgriLife Extension are both governmental entities and nothing in this Agreement waives or relinquishes the right of either to claim any exemptions, privileges, and immunities as may be provided by law.

16. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. Faxed signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent to this Agreement.

Agreed and Accepted:

COUNTY OF Burnet

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TEXAS A&M AGRILIFE EXTENSION SERVICE:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software
Sourcewell Member: Burnet County, TX - Account # 117799

GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT (the "Amendment") is entered into as of August 14, 2026 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Burnet County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 1601 E Polk St, Burnet, TX 78611.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with replacing addendum B pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Addendum B is amended to reflect changes to the Annual Software Renewal Fee (SRF) and is to be replaced with the following terms on the following Addendum B:



ADDENDUM B
FEE PAYMENT SCHEDULE

Term	Year	Fee Type*	Event Occurrence	Amount
Initial Term	Year 1 – Includes all time from contract execution to the first anniversary of go-live.	First 50% of Initial Term Fee – 5% Sourcewell Discount Applied Date (05/13/2026)	Contract Execution	\$16,550.15
		Final 25% of Initial Term Fee – 5% Sourcewell Discount Applied	Go-Live Date	\$16,550.15
	Year 2	Initial Term Fee for Year Two** – 5% Sourcewell Discount Applied Date (8/6/2027)	First Year Anniversary of the Go-Live Date X1 Spartan Lease <u>X1 Mobile Command XR License</u> New Annual SRF	\$27,949.00 \$ 665.00 \$ 736.25 \$29,350.25
	Year 3	Initial Term Fee for Year Three** – 5% Sourcewell Discount Applied Date (8/6/2028)	Second-year anniversary of the Go-Live Date	\$29,350.25
Extended Term	Year 4	Extended Term Year One Renewal Fee*** – 5% Sourcewell Discount Applied Date (8/6/2029)	Third-year anniversary of the Go-Live Date	\$29,350.25
	Year 5	Extended Term Year Two Renewal Fee*** – 5% Sourcewell Discount Applied Date (8/6/2030)	Fourth-year anniversary of the Go-Live Date	\$29,350.25



	Year 6	Extended Term Year Three Renewal Fee*** – 5% Sourcewell Discount Applied Date (8/6/2031)	Fifth-year anniversary of the Go-Live Date	\$29,350.25
Modification Fee		[No such modifications contemplated as of the Effective Date.]		[N/A]

* These amounts do not include any taxes.

*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.

In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the initial Term or the end of any Extended Term, as applicable.

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

The remainder of the Agreement remains in full force and effect.

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

GUARDIAN RFID

RECEIVING PARTY

By: _____
(signature of authorized representative)

Name: Mark Cowley
Title: Director of Jail Ops
Date: 8/14/2026

By: _____

(signature of authorized representative)

Name: _____
Title: _____
Date: _____



26-3605 26c
505-5132-5760

Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software
Sourcewell Member: Burnet County, TX - Account # 117799

COMMAND CLOUD SUBSCRIPTION AGREEMENT

THIS COMMAND CLOUD SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of April 20, 2026 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Burnet County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 1601 E Polk St, Burnet, Texas, 78611.

WHEREAS, GUARDIAN RFID provides a system comprised of hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "Command Cloud System"), and the Customer desires to implement the Command Cloud System by subscribing for the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices and purchasing certain Command Cloud Mobile Device Accessories.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms have these definitions:

- (a) "Authorized Customer Personnel" means any Customer Personnel who need to use the Command Cloud System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 14, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.
- (b) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (c) "Command Cloud Subscription Services" means the web-based software as a service product described on Addendum A.
- (d) "Command Cloud Mobile Device" has the meaning in the quote provided in Addendum A.
- (e) "Command Cloud Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the Command Cloud Mobile Device, except that the term expressly excludes the Command Cloud Mobile Device Charging Station.
- (f) "Command Cloud Mobile Device Charging Station" means the charging cradle and cradle power adapter for the Command Cloud Mobile Device.
- (g) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:



- (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
- (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or
- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

- (h) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement or entered into the Command Cloud System.
- (i) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).
- (j) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).
- (k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (l) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (m) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.
- (n) "Documentation" means all instructions, specifications, and other support materials generally made available to customers relating to the operation and functionality of the Command Cloud Subscription Services as updated from time to time by GUARDIAN RFID.
- (o) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (p) "Go-Live" or "Goes-Live" means the use of the Command Cloud System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry



(e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.

- (q) **"Go-Live Date"** means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the Command Cloud System Goes-Live.
- (r) **"GUARDIAN RFID Information"** means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.
- (s) **"GUARDIAN RFID Personnel"** means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (t) **"GUARDIAN RFID Project Manager"** means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (u) **"Hardware"** means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.
- (v) **"Initial Term Fee"** means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.
- (w) **"Initial Term Fee for Year One"** means the sum of the fee amounts listed in Addendum A.
- (x) **"Receiving Party"** means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (y) **"Receiving Party Personnel"** means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (z) **"Renewal Fee"** means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.
- (aa) **"Service Level Agreement"** means the agreement set forth in Addendum C.
- (bb) **"System Administrator"** means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 13(c).
- (cc) **"System Generated Data"** means any data or information generated by the Command Cloud System, which may include information related to Customer's use of the Command Cloud System or Command Cloud Subscription Services, or that is generated through the analysis and transformation of Inmate Data and Customer Personnel Data.
- (dd) **"Term"** means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 17(a) and 17(b), or (ii) a termination of this Agreement pursuant to Sections 17(b), 17(c), or 17(d).



(ee) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the Command Cloud System. Third-Party Software specifically does not include the Customer's Third-Party Software.

2. SUBSCRIPTION OF COMMAND CLOUD SUBSCRIPTION SERVICES AND COMMAND CLOUD MOBILE DEVICES

- (a) Subscription. GUARDIAN RFID hereby grants to the Customer a right to access and use the Command Cloud Subscription Services and Command Cloud Mobile Devices as indicated in Addendum A, allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the Command Cloud System during the Term of this Agreement. The type of subscription granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency subscriptions grant access to an unlimited number of Authorized Customer Personnel. Per device subscriptions grant one license per corresponding device purchased. The subscription does not grant the Customer the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the Command Cloud Subscription Services or Command Cloud Mobile Devices.
- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the Command Cloud System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Regulatory Requirements.
 - (i) Customer represents, warrants, and covenants that it will comply with all laws governing the collection, use, processing, storage, retention, and destruction of Personal Information (as defined below), biometric identifiers, and biometric information, and the use of facial recognition technologies, that apply to the information processed through the Command Cloud System, including without limitation: Illinois' Biometric Information Privacy Act, Washington's Biometric Identifiers Act, the Texas Capture or Use of Biometric Identifier Act, the Texas Data Privacy and Security Act ("TDPSA"), the California Consumer Privacy Act of 2018 and implementing regulations ("CCPA") the California Consumer Privacy Rights Act and implementing regulations ("CPRA") the Colorado Privacy Act and implementing regulations, the Connecticut Data Privacy Act, the Virginia Consumer Data Protection Act, the Utah Consumer Privacy Act, and all similar state privacy laws collectively ("Data Protection Laws"). Personal Information means: information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household where such information is contained, processed by and/or through GUARDIAN RFID, including "Personal Information", "Biometric Identifier", and "Biometric Information", as those terms are defined under Data Protection Laws.
 - (ii) The parties agree that with respect to Personal Information (including biometric identifiers and biometric information) processed using the Command Cloud System, Customer determines the purposes and means of processing that information. As such, Customer is the "controller" or "business" and GUARDIAN RFID is the "processor" or "service provider," as those terms are defined under applicable Data Protection Laws. Customer shall assist GUARDIAN RFID in meeting its obligations under any Data Protection Laws applicable to it in connection with its processing of Personal Information (including biometric identifiers and biometric information) pursuant to the Agreement, regardless of whether the Data Protection Laws are directly applicable to Customer. Customer represents and warrants that it has all authorizations and consents, and has provided all notices, necessary for GUARDIAN RFID to



process Personal Information (including biometric identifiers and biometric information) pursuant to the Agreement, including to create System Generated Data and to further develop and improve the Command Cloud System and Command Cloud Subscription Services, and train machine learning and artificial intelligence models on such Personal Information.

- (iii) Without derogating from the aforesaid Customer shall: (i) provide all notices (including notices at collection and/or signage) as may be required by Data Protection Laws to inform individuals about the processing, such as the collection and storage of Personal Information (including biometric identifiers and biometric information) and purpose and length of term for which the Personal Information is being collected, stored, and used, and their rights provided by Data Protection Laws, including the processing by GUARDIAN RFID and any third parties; (ii) collect all consents and confirmations and/or opt outs as may be required for collection, processing, storage, disclosure, redisclosure, or otherwise dissemination of Personal Information under Data Protection Laws, including in connection with the facial geometry, gait and/or other biometric identifiers; (iii) retain Personal Information, including without limitation Biometric Identifiers and/or Biometric Information, for no longer than is reasonably necessary to: (1) comply with a court order, statute, or public records retention schedule specified under federal, state, or local law; (2) protect against or prevent actual or potential fraud, criminal activity, claims, security threats, or liability; and (3) serve the purpose for which the Personal Information was collected; (iv) maintain and publish data retention, destruction, and privacy policies for Personal Information, including Biometric Identifiers and Biometric Information meeting with the requirements of Data Protection Laws; (v) delete or instruct GUARDIAN RFID to delete when required by Data Protection Laws, any Personal information including Biometric Identifiers, and (vi) protect the Personal Information from unauthorized access or use in accordance with Data Protection Laws and using the reasonable standard of care within the Customer's industry and in a manner that is the same as or more protective than the manner in which the Customer stores, transmits, and protects any other confidential information the Customer possesses; including the adoption of physical, technical and organizational measures.
- (iv) Customer shall inform GUARDIAN RFID if they are no longer able to comply with Data Protection Laws or the provisions in this Agreement relating to the collection, use, processing, safeguarding, storage, retention, and destruction of Personal Information. Customer shall be responsible for addressing any requests from individuals with respect to their Personal Information, including under Data Protection Laws, and shall notify GUARDIAN RFID of such requests. GUARDIAN RFID will reasonably cooperate with Customer to facilitate Customer's response to such requests.
- (v) Customer shall use the Personal Information for the monitoring of movement of inmates, visitors, and officers within the prison properties for the management of security of the inmates, visitors, officers, and other staff..
- (vi) Customer agrees to restrict Customer Personnel (including any subcontractor personnel) from accessing or using any Personal Information except for the purpose set forth in Section 2(c)(ii) above.

3. SALE OF HARDWARE

- (a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Command Cloud Mobile Device Accessories and any Hardware that is not subject to a subscription.

4. USE OF THIRD-PARTY SOFTWARE



- (a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the Command Cloud System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. RESTRICTIONS ON USAGE

- (a) Restrictions on Usage.
 - (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of Command Cloud Subscription Services if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
 - (ii) The Customer and any Authorized Customer Personnel may not use Command Cloud Subscription Services for any purpose or in any manner that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of Command Cloud Subscription Services, other accounts, computer systems, or networks connected to any part of Command Cloud Subscription Services through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through Command Cloud Subscription Services.
 - (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate Command Cloud Subscription Services; (B) disassemble, decompile, or reverse engineer the software used to provide Command Cloud Subscription Services, or copy or catalog any materials or information made available through Command Cloud Subscription Services other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair Command Cloud Subscription Services's control or security systems, or allow or assist a third party to do so.
 - (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the Command Cloud Subscription Services server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager will be assigned after contract execution. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for the implementation of the Command Cloud System. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the Command Cloud System.
- (b) Command Cloud System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the



Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the Command Cloud System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

- (c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the Command Cloud System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

- (a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the Command Cloud System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the Command Cloud System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the Command Cloud System.
- (b) Initial Training. Over the course of no more than 4 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:
 - (i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the Command Cloud System (the "Complete End-User Training") logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 3 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 6 classes). Each class will have a duration of approximately four (4) hours.
 - (ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").
 - (iii) Situations may arise necessitating deviations from standard training protocols in Section 7(b)(i) and 7(b)(ii). Any modifications must be documented in writing and subject to mutual agreement. Modification considerations include a minimum of 2 consecutive days of training, classroom size, and number of trainers on site.
- (c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the Command Cloud System or refresh existing Authorized Customer Personnel on best practices in using the Command Cloud System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at



the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. SUPPORT AND SERVICE LEVELS

- (a) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the Command Cloud System and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. In addition, the technical support for Command Cloud Subscription Services does not include support for the Customer's jail management system unrelated to Command Cloud Subscription Services, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (b) Service Levels. The expectations for Command Cloud availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.

9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the Command Cloud System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) Command Cloud System Acceptance.
 - (i) After GUARDIAN RFID provides notice to the Customer that the Command Cloud System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the Command Cloud System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (the "Acceptance Criteria").
 - (ii) If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the Command Cloud System does not satisfy the Acceptance Criteria (a "Correction Notice").
 - (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the Command Cloud System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the Command Cloud System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items



specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the Command Cloud System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 12(a)(ii).

10. FEES AND PAYMENT TERMS

- (a) **Fees.** The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum A.
- (b) **Payment Terms.** GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum A and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.
- (c) **Taxes.** Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the Command Cloud System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.
- (d) **Additional Purchases.** From time to time, additional Hardware (e.g., wristbands, RFID wall readers, Command Cloud Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the Command Cloud System. In the event of additional purchases of Hardware, the Customer shall acquire such additional Hardware directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware.
- (e) **Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware.** In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the Command Cloud System for the Command Cloud System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the Command Cloud System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property.



- (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the Command Cloud System and Command Cloud Subscription Services, including all worldwide technology and intellectual property and proprietary rights. GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
 - (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
 - (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
 - (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the Command Cloud System and Command Cloud Subscription Services (including any System Generated Data), and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the Command Cloud System and Command Cloud Subscription Services, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
 - (v) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from the Command Cloud System and Command Cloud Subscription Services, or any materials provided under this Agreement.
- (b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
- (c) Customer Information. The Customer retains ownership of all Customer Information.
- (d) Inmate Data and Personnel. The Customer owns any inmate management, monitoring, and tracking data collected as part of the Command Cloud System ("Inmate Data") and any Customer personnel data collected as part of the Command Cloud System ("Customer Personnel Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data and Customer Personnel Data by either running a report on Command Cloud Subscription Services and exporting the Inmate Data and Customer Personnel Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data and Customer Personnel Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data and Customer Personnel Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data and Customer Personnel Data in spreadsheet form. Customer hereby irrevocably grants all such rights and permissions in or relating to Inmate Data and Customer Personnel Data as are necessary or useful to GUARDIAN RFID to (i) enforce this Agreement, and (ii) exercise its rights and perform its obligations hereunder, including to generate and use System Generated Data, and to improve and further



develop the Command Cloud System and Command Cloud Subscription Services or to train machine learning and artificial intelligence models on such Inmate Data and Customer Personnel Data.

12. WARRANTIES

(a) Command Cloud Subscription Services and Command Cloud Mobile Devices.

- (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the Command Cloud Subscription Services and Command Cloud Mobile Devices will operate in accordance with and otherwise conform in all material respects to their applicable Documentation.
- (ii) In the event of a claim by the Customer under this Command Cloud Subscription Services warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to receive a pro-rated refund of all prepaid subscription fees and terminate the Agreement in accordance with the provisions of Section 17(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 17(d). If the non-conformity which cannot be corrected occurs prior to the time the Command Cloud System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 17(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the Hardware and cease use of the Command Cloud Subscription Services and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.
- (iii) In the event of a claim by the Customer under the Command Cloud Mobiles Devices warranty, GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Command Cloud Mobiles Devices at no additional charge to the Customer. Command Cloud Mobile Devices warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
 - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
 - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.
- (b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. Hardware consists of all non-Leased items, such as printers, laminators, and other equipment. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(a) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide



instructions to the Customer to follow for facilitating a repair or replacement. Customer is responsible for shipping to GUARDIAN RFID.

- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE COMMAND CLOUD SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE COMMAND CLOUD SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.
- (c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the Command Cloud System that is required for the Command Cloud System to properly function.



- (g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the Command Cloud System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (h) System Configuration. The Customer will make appropriate subject matter experts available to perform Command Cloud System configuration tasks as assigned.
- (i) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the Command Cloud System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the Command Cloud System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (j) Proper Use of Command Cloud System. Each of the Authorized Customer Personnel must learn proper use of the Command Cloud System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the Command Cloud System by another of the Authorized Customer Personnel who is familiar with the proper use of the Command Cloud System. The Customer acknowledges that the Command Cloud System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the Command Cloud System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 13. The failure by the Customer or the Authorized Customer Personnel to properly use the Command Cloud System or fulfill the obligations of this Section 13 may prevent records logged using the Command Cloud System from being accurate.
- (k) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement.
- (l) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively inform the public of such information:

[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.



Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

14. CONFIDENTIALITY

- (a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.
- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
 - (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
 - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);
 - (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
 - (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;



- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 14(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 14(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

15. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE ACTION THAT GAVE RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

16. INDEMNIFICATION

- (a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the Command Cloud System infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.
- (b) Indemnification by the Customer. Except to the extent limited by applicable law, the Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the Command Cloud System other than as permitted under this Agreement; (ii) violations of this Agreement; and (iii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

17. TERM AND TERMINATION



- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 17(b), this Agreement will be automatically renewed for one (1) additional three-year (3-year) period (the "Extended Term").
- (b) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (c) Termination by GUARDIAN RFID for Cause.
 - (i) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 17(c)(ii) and fails to cure such breach within such notice period.
 - (ii) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
 - (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;
 - (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
 - (C) the Customer fails to comply with the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 14.
- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 12(a)(ii) of this Agreement.
- (e) Post-Termination Rights and Obligations.
 - (i) Upon expiration or termination of this Agreement, all rights granted to the Customer under this Agreement for the Command Cloud System will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the Command Cloud System, including Command Cloud Subscription Services and Command Cloud Mobile Devices.
 - (ii) The following shall survive the expiration or termination of this Agreement:
 - (A) The provisions of Sections 11 ("Intellectual Property Rights"), 14 ("Confidentiality"), 15 ("Limitation of Liability"), and 16 ("Indemnification");



(B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and

(C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

18. INSURANCE

(a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.

(i) Commercial General Liability Insurance. Occurrence based commercial General Liability insurance or equivalent form with a limit of \$2,000,000 per each occurrence and a general aggregate limit of \$2,000,000.

(ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and Completed Operations liability insurance with a limit of \$2,000,000 per each occurrence and a general aggregate limit of \$2,000,000.

(iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of \$1,000,000, Combined Single Limits. Such insurance will include coverage for all autos (including owned, hired, and non-owned vehicles).

(iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:

(A) Bodily Injury by Accident: \$1,000,000 Each Accident

(B) Bodily Injury by Disease: \$1,000,000 Each Employee

(C) Bodily Injury by Disease: \$1,000,000 Policy Limit

(v) Cyber Security Liability. \$4,000,000 per claim with an aggregate limit of \$4,000,000.

(vi) Commercial Umbrella: \$4,000,000 limit which may apply in addition to the limits in sections (i) – (iv) above if needed.

(b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.



20. MISCELLANEOUS

- (a) **Entire Agreement.** This Agreement, including its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 20 of the Agreement and any of its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, the language of Sections 1 through 20 of the Agreement will control.
 - (b) **Amendments.** The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
 - (c) **Waiver.** No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.
 - (d) **Assignment.** This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.
 - (e) **Notice.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
 - (i) Delivered personally, with the notice effective upon delivery;
 - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
 - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.
- All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.
- (f) **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
 - (g) **Remedies.** Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
 - (h) **Construction.** This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.



- (i) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (j) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- (k) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the Command Cloud System under this Agreement.
- (l) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.
- (m) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (n) Government Rights. Each of the software components of the Command Cloud System and any related documentation provided by GUARDIAN RFID is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US government or any contractor therefor, Customer only receives those rights with respect to these items as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US government licensees and their contractors.
- (o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the Command Cloud System.
- (p) Governing Law. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement.
- (q) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 14 or, in the case of Customer, Section 5, would



cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. In the event of any breach by a Party of Section 14, or in the case of Customer, Section 5, the breaching Party agrees to pay reasonable costs and legal fees incurred by the other Party in pursuit of any of its rights under this Section 20(q), in addition to any damages sustained by the non-breaching Party by reason of such breach, provided that the non-breaching Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.



By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

CUSTOMER

Jeff Kovar

By: _____
(signature of authorized representative)

Name: Jeff Kovar
Title: Regional Sales Manager
Date: April 20, 2026

Bryan Wilson

By: _____
(signature of authorized representative)

Name: Bryan Wilson
Title: Buget Control Judge
Date: 5/12/2026



ADDENDUM A - Order

Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software

Account Name	Burnet County Sheriff's Office (TX)	Created Date	4/20/2026
Quote Number	00014754	Expiration Date	8/31/2026
Created By	Linda Kovar		

Product	Line Item Description	Product Family	Quantity	Sales Price	Discount (Percentage)	Total Price	Warranty
Mission Command™ SE - AWS Level 03 License (251-500 inmates) Bundle	Bundle includes the Platform and all items labeled as "Included", no refunds or exchanges on unused bundle items	Platform	1.00	\$24,995.00	5.00%	\$23,745.25	N/A
Mobile Command XR™ for Android™	Included	Software	12.00	\$0.00	5.00%	\$0.00	N/A
GUARDIAN RFID® SPARTAN 3™ - Subscription	Included	Hardware	12.00	\$0.00	5.00%	\$0.00	Three-Year
GUARDIAN RFID® Hard Tag™	Included (includes up to 191 hard tags)	Hardware	191.00	\$0.00	5.00%	\$0.00	Useful Life
GUARDIAN RFID® Hard Tag™ Spacer	Included (includes 9 spacers)	Hardware	9.00	\$0.00	5.00%	\$0.00	Useful Life
Implementation Services - Bundle	Included	Professional Service	1.00	\$0.00	5.00%	\$0.00	N/A
GUARDIAN RFID® Onsite Training (Days)	Included	Professional Service	4.00	\$0.00	5.00%	\$0.00	N/A
Mobile Command XR™ for Android™		Software	3.00	\$775.00	5.00%	\$2,208.75	N/A
GUARDIAN RFID® SPARTAN 3™ - Subscription		Hardware	3.00	\$700.00	5.00%	\$1,995.00	Three-Year
GUARDIAN RFID® Wave Wristband/ID/Key Fob Activator		Hardware	3.00	\$325.00	5.00%	\$926.25	One-Year
GUARDIAN RFID® ID Cards (200 / box) - Portrait		Hardware	1.00	\$300.00	5.00%	\$285.00	None
GUARDIAN RFID® Extra-Wide RFID Insert Chips (500 / bag)		Hardware	8.00	\$375.00	5.00%	\$2,850.00	None

Subtotal	\$33,695.00
Discount	5.00%
Discount Amount	\$1,684.75
Total Price	\$32,010.25
Shipping and Handling	\$1,090.06
Grand Total	\$33,100.31

* Each subscribed "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of one replacement per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement



Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software

Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request).



ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Term	Year	Fee Type	Event Occurrence	Amount*
Initial Term	Year 1 – Includes all time from contract execution to the first anniversary of go-live.	First 50% of Initial Term Fee – 5% Sourcewell Discount Applied	Contract Execution**	\$16,550.16
		Final 50% of Initial Term Fee – 5% Sourcewell Discount Applied	Go-Live Date**	\$16,550.15
	Year 2	Initial Term Fee for Year Two*** – 5% Sourcewell Discount Applied	First-year anniversary of the Go-Live Date	\$27,949.00
	Year 3	Initial Term Fee for Year Three*** – 5% Sourcewell Discount Applied	Second-year anniversary of the Go-Live Date	\$27,949.00
Extended Term	Year 4	Renewal Fee for Extended Term Year One*** – 5% Sourcewell Discount Applied	Third-year anniversary of the Go-Live Date	\$27,949.00
	Year 5	Renewal Fee for Extended Term Year Two*** – 5% Sourcewell Discount Applied	Fourth anniversary of the Go-Live Date	\$27,949.00
	Year 6	Renewal Fee for Extended Term Year Three*** – 5% Sourcewell Discount Applied	Fifth anniversary of the Go-Live Date	\$27,949.00
		Modification Fee	[No such modifications contemplated as of the Effective Date.]	[N/A]



* These amounts do not include any taxes.

** In accordance with Section 17(b), termination for convenience by the Customer during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID Command Cloud platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.

Bundled Packages if purchased. The bundled package entitles the Customer to receive units up to the maximum quantities set forth in the product description and quantity above.



ADDENDUM C

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID Command Cloud Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- (d) "Downtime" means those minutes during which any portion of GUARDIAN RFID Command Cloud is not available for the Customer's use.
- (e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID Command Cloud Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID Command Cloud is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID Command Cloud Availability" means that GUARDIAN RFID Command Cloud is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID Command Cloud to become operational following a Disaster.

2. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER UPTIME

Command Cloud Subscription Agreement | 26



(a) GUARDIAN RFID Command Cloud Availability.

- (i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID Command Cloud Availability of Ninety-nine point five percent (99.5%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID Command Cloud Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.
- (i) Calculation. The GUARDIAN RFID Command Cloud Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
- (ii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID Command Cloud only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID Command Cloud requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
- (iii) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
- (iv) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID Command Cloud Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
- (v) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID Command Cloud Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.

- (i) GUARDIAN RFID will monitor GUARDIAN RFID Command Cloud Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID Command Cloud Availability-related issues that impact the 99.5% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.
- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime



has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.

- (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
- (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
 - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID Command Cloud Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
 - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID Command Cloud Availability has been achieved.
- (c) Customer Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.
 - (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(a) of the Agreement.
 - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.



- (d) GUARDIAN RFID Command Cloud Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID Command Cloud Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
99.5%	99.5% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID Command Cloud at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

- (a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the Customer will contact GUARDIAN RFID in accordance with Section 8(a) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.



- (b) **Incident Priority.** Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

* Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID Command Cloud (excluding Internet access or Wi-Fi issues).



ADDENDUM D
STATEMENT OF WORK

None.

Amendment to Agreement

August 20, 2026

Judge Bryan Wilson
Burnet County
220 S. Pierce St.
Burnet County, TX 78611

Project: 10-25040 Burnet County - Briggs Community Center
Amendment No.: 01
Sent via email: bwilson@burnetcountytexas.org

The contract between LEVY Architects, PLLC and Bunet County, original executed agreement dated August 22, 2025 is amended as follows:

D. Fee

Original Fees Summary		New Fee Detail Breakdown	
Deliverable	Fee	Deliverable	Fee
Architectural	\$ 99,100	Architectural	
Structural	\$ 6,670	Design	\$ 55,000 (unchanged)
MEP	\$ 36,858	CD's for Structural Design	\$ 12,500 (new fee)
ADA/TAS Review	\$ 1,150	Project Coordination & Administration	\$ 4,468 (reallocated fee)
Total	\$143,778	Site Visits (2)	\$ 3,500 (adjusted fee)
		Structural	
		Site Visit and Assessment	\$ 6,670 (unchanged)
		Design	\$ 23,000 (new fee)
		Site Visits (2)	\$ 3,220 (new fee)
		MEP	
		Design	\$ 30,820 (unchanged)
		Site Visits (2)	\$ 3,450 (adjusted fee)
		ADA/TAS Review	\$ 1,150 (unchanged)
		Total	\$143,778 (unchanged)

All other terms and conditions of the original agreement shall remain in full force and effect.
If you decide to proceed, please sign and initial where indicated formalizing your acceptance and return to our office.

Sincerely,

LEVY Architects, PLLC
(DBA: LEVY DYKEMA)


Stephen V. Levy
President

LEVY
DYKEMA

Approved By

Signature

Date

**The Law Office of
Margaret Uhlig Pemberton
512-656-0908
pemlaw@utexas.edu**

August 27, 2026

Judge Bryan Wilson
Burnet County Commissioners Court
Via email

This Engagement Agreement ("Agreement") amends and supplements the Letter of Agreement (Agreement) between The Law Office of Margaret Uhlig Pemberton ("the Firm") and the Burnet County Commissioners Court (the Client) dated July 29, 2025 as well as the terms of representation as set forth below. Unless modified in writing by mutual agreement, these terms will be an integral part of my Agreement with you. Therefore, I ask that you review this Agreement carefully and contact me promptly if you have any questions. Please retain this Agreement in your file.

Identity of Client. The firm will be representing the interests of Burnet County, Texas ("County" or "Client") and its governing body, the Commissioners Court of Burnet County, Texas ("Commissioners Court").

Attorney. Margaret Uhlig Pemberton is engaged by Client as your attorney and will be the attorney who will perform legal services on your behalf.

Scope. You should have a clear understanding of the legal services I will provide. I will provide services related only to matters as to which the firm has been specifically engaged. Although in the future I may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described for this representation in **Exhibit A**. I will at all times act on your behalf to the best of our ability. Any expressions on my part concerning the outcome of your legal matters are expressions of my best professional judgment but are not guarantees. Such opinions are necessarily limited by my knowledge of the facts and are based on the state of the law at the time they are expressed. I cannot guarantee the success of any given matter but will strive to represent your interests professionally and efficiently.

Fees for Legal Services. My charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved, and the results obtained. Unless otherwise indicated in writing, my fees for legal services are determined on the basis of my hourly rate. I adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. I will notify you in writing if this fee structure is modified. My agreed billing rate is **\$350 per hour**, which is a discount from my **normal rates of \$500-\$650** per hour. I am agreeing to this discounted rate as I am a resident of Burnet County and want to assist Burnet County in this matter.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, transcripts, filing and other court costs, and the like) incurred by me in connection with my representation of you will be billed to you as a separate item on your statement.

Billing Procedures and Terms of Payment. My billing period begins on the 1st of the month and ends on the on the last day of the month. I will render periodic invoices to you for legal services and expenses. I usually email these periodic invoices on or shortly after the 1st day of the month following the month in which the charges were incurred. Each invoice is due with 45 days of receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 45 days of its stated date. I will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that I submit to you for payment, please contact me at your earliest convenience so that I may resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate my employment upon written notice to us, and if you do, I will immediately cease to render additional services. I reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow my advice and counsel, or otherwise fail to cooperate reasonably with me, I reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, by either of us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although I generally attempt to retain for a reasonable time copies of most documents in my possession related to the matter(s) described for this representation in **Exhibit A**, I am not obligated to do so indefinitely, and hereby expressly disclaim any responsibility or liability for failure to do so. I generally email you copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that I will destroy such materials in accordance with my Firm's record retention policy, which is 7 years after completion of our work relating to this engagement unless and to the extent a legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. I also reserve the discretion to retain records of pertinent documents relating to my ongoing representation of a client. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify me. I am happy to provide you with a USB of all documents that I have in my possession relating to my representation of you at the end of my representation of you in this matter.

Fee Estimates. I am often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. I do my best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which I have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates I make will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to choice of law provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Burnet County, Texas, United States of America. All documents attached to this Agreement are incorporated by reference and a true and correct copy of this fully executed Agreement (including copies of signatures) is effective as an original.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, I hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of this agreement, please feel free to raise those questions. I want to proceed in my work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies and encourage an open and frank discussion of any or all of the matters addressed in this Agreement.

Acceptance of Terms. If this Agreement is acceptable to the Commissioners Court, please sign the enclosed duplicate originals of this Agreement and then return a fully executed copy of the Agreement to us at your earliest convenience. I appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Thank you,

The Law Office of Margaret Uhlig Pemberton

A handwritten signature in dark ink, reading "Margaret Pemberton". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Margaret Uhlig Pemberton

AGREED AND ACCEPTED:
THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS

By: _____

Honorable Bryan Wilson, County Judge
Burnet County, Texas
Date: __, 2026

EXHIBIT A - SCOPE OF SERVICES
The Law Office of Margaret Uhlig Pemberton

This Agreement provides that our relationship and my legal representation is limited to representing and counseling the County as follows:

The scope of this Agreement includes legal representation provided to the County, as needed, in representing Burnet County in the 765kV transmission lines that are planned to be built Electric Delivery Company, LLC ("Oncor") and LCRA Transmission Services Corporation ("LCRA TSC") (collectively, Joint Applicants) through Burnet County, TX. The representation will include advice and strategy before Joint Applicants file their Joint Application at the Public Utility Commission of Texas, as well as representing the County in the proceeding, now known as Docket 59315 Joint Application of Oncor Electric Delivery Company, LLC and LCRA TSC to Amend Their Certificates of Convenience and Necessity for the Bell County East Switch to Big Hill Substation 765kV Transmission Line Project in Bell, Burnet, Concho, Coryell, Lampasas, Llano, Mason, McCulloch, Menard, Milam, Mills, San Saba, Schleicher, Tom Green and Williamson Counties. Representation will cease upon the Final Order of the Public Utility Commission of Texas, or other time agreed-to by Client and Firm.

EXHIBIT B - EXPENSES

The Law Office of Margaret Uhlig Pemberton

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long-distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm.

Postage

The Firm will charge rate it is charged for postage. The Firm will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

The Firm does not charge for copies unless they exceed 50 copies. Examples of such copies may be for exhibits in proceedings, or for other reasons when voluminous copies are required. If more than 50 copies are required, they will be charged at the rate the copying service charges.

Telephone Charges

Only telephone toll charges for conference calls or international calls are charged, and those charges are billed at the same amount billed to the firm by the outside provider.

Travel

The Firm will not charge time spent traveling on behalf of Client, unless the travel is more than two hours. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation of such costs will be included with the bill.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged or agreed in advance. If the firm agrees to pay outside providers, the reimbursement cost charged to the client is the same as the amount billed to the firm. Examples of such charges include court reporter fees (transcripts), filing fees, newspaper charges for publication notices, expert witness fees, consultants, and other similar expenses.

EXHIBIT C – VERIFICATIONS

The Law Office of Margaret Uhlig Pemberton

By signing below, The Law Office of Margaret Uhlig Pemberton hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, and other authority, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
2. Pursuant to Texas Government Code, Chapter 2252, as amended, and other authority, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not engage in business with (i) Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or in Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) a company, organization, or country listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
3. Pursuant to Chapter 2276 of the Texas Government Code, as amended, and other authority, the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
4. Pursuant to Chapter 227 4 of the Texas Government Code, as amended, and other authority, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code. For purposes of this paragraph, "Company" is defined by 2274.001(2) of the Texas Government Code.

Furthermore, Attorney has no family members working for or with Burnet County. Attorney is not aware of any conflicts with her representation of Client.

This Verification is incorporated and made a part of the Engagement Agreement between the Law Office of Margaret Uhlig Pemberton and Client.

A handwritten signature in dark ink, reading "Margaret Pemberton". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

BY: _____
Margaret Uhlig Pemberton

INDEPENDENT CONTRACTOR AGREEMENT
Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective August 28, 2026 by and between BURNET COUNTY and Doyle Erwin (the "Contractor").

1. **Purpose.** BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. **Engagement of Contractor.** Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. **Services.** Contractor will be volunteer under this Agreement. The duties of the driver are as follows:

Driver-Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. **Term/Termination.** The term of this contract begins _____. Both parties may terminate this contract for any reason by providing a weeks' notice to the other party. Either party may terminate this Agreement at any time with or without cause.

5. **Relationship with the Parties.** It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. Contractor may work for any other party and BURNET COUNTY may engage any other veterans services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. **Additional Obligations.** Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. **Venue.** Venue for this contract is in Burnet County, Texas.

CONTRACTOR:

BURNET COUNTY:

Doyle Erwin 8/28/26

 Date

 Date

Printed Name: Doyle Erwin

Printed Name: Bryan Wilson

Independent Contractor

Burnet County Judge

Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT
Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective August 28, 2026 by and between BURNET COUNTY and Mary C Erwin (the "Contractor").

1. Purpose. BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. Services. Contractor will be volunteer under this Agreement. The duties of the driver are as follows:

Driver- Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. Term/Termination. The term of this contract begins _____. Both parties may terminate this contract for any reason by providing a weeks' notice to the other party. Either party may terminate this Agreement at any time with or without cause.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. Contractor may work for any other party and BURNET COUNTY may engage any other veterans' services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. Venue. Venue for this contract is in Burnet County, Texas.

CONTRACTOR:

BURNET COUNTY:

Mary C Erwin 8/27/26
Date

Printed Name: Mary C. Erwin

Independent Contractor

Date

Printed Name: Bryan Wilson

Burnet County Judge

STATE OF TEXAS §
 §
COUNTY OF BURNET §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MASON COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This Inter-local Agreement is entered into by and between BURNET County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**BURNET**," and MASON County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "**MASON**."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, BURNET and MASON are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, BURNET and MASON specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE I

TERM AND EFFECTIVE DATE

1. **TERM**: This Agreement shall be effective beginning **SEPTEMBER 1, 2026** and shall be effective through **SEPTEMBER 30, 2027**.
2. **RENEWAL**: This Agreement will automatically renew each October 1, provided **MASON** certifies current fiscal funds as available for the renewal. **BURNET** shall provide sixty (60) day notice of any change to the per diem rate for detention services for subsequent terms.
3. **TERMINATION**:
 - A. This Agreement may be terminated without cause at any time at the option of either **BURNET** or **MASON** upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The Notice is effective if sent by either the County Judge or the Sheriff. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
 - B. This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by **BURNET** impracticable or impossible, such as severe damage or destruction of **BURNET's** facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of **MASON** inmates.

ARTICLE II

DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **MASON** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **MASON** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of **BURNET's** facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **MASON** shall reimburse **BURNET** the amount spent for medical services of all **MASON** inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** **MASON COUNTY** Sheriff or designee shall be informed of any **MASON** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **MASON** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **MASON** may elect to retake and return to **MASON** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **MASON** for the costs of hospitalization and/or medical care for any **MASON** inmate. In the event direct billing is unavailable, **MASON** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **MASON** agrees to provide **BURNET** with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **MASON** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **MASON** at the time each **MASON** inmate is returned.
7. **MEDICAL INVOICES:** **MASON** shall reimburse **BURNET** monthly for health care services and associated expenses for which **MASON** is responsible under this section. **BURNET** shall provide **MASON** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **MASON**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **MASON** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **MASON** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **MASON** is solely responsible for the

transportation of inmates between the **BURNET** County Jail and the **MASON** Facility. **BURNET** agrees to provide ambulance and other transportation for **MASON** inmates to and from local off-site medical facilities and will invoice **MASON** in accordance with Article 2, Section 7.

11. **COURT APPEARANCES:** **MASON** shall be responsible for the transportation of **MASON** inmates to/from **BURNET** Jail. **MASON** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **MASON** County.
12. **TRANSPORTATION To TDCJ:** **MASON** is responsible for the transport of **MASON** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of **\$40 per hour/per guard (minimum 2 guards per transport)**. **BURNET** shall provide **MASON** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET**'s facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas.
16. **ADMITTING AND RELEASING:** **MASON** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET**'s facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **MASON** provide such records to **MASON** upon request.
17. **RETURN OF INMATES to MASON:** Upon demand by **MASON**, **BURNET** will relinquish to **MASON** physical custody of any inmate. Upon request by **BURNET**, **MASON** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is EIGHTY-FIVE dollars (**\$85.00**) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **MASON**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **MASON**. **MASON** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing MASON inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house MASON inmates where the housing of said MASON inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of MASON inmates, or any specified number thereof, MASON shall, upon notice by BURNET Sheriff to MASON Sheriff, immediately remove said inmates from the facility. MASON will make every effort to remove any inmate within eight (8) hours of notice from BURNET.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide MASON with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of MASON eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the MASON jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by MASON to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmate's classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at BURNET's facility, BURNET reserves the right to demand that MASON remove that inmate and, if possible, replace said inmate with an appropriate inmate of MASON.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and MASON shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of MASON. Likewise, if any MASON inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, MASON will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** BURNET will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of MASON. It will be the responsibility of MASON to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of MASON only when such release is specifically requested in writing by MASON Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the MASON Jail shortly before the discharge date and for MASON to discharge the inmate from the MASON Jail. MASON accepts all responsibility for the calculations and determinations set forth

above and for providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **MASON** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** All inmates held for **MASON** will be required to bond in **MASON** County. **MASON** County will then send **BURNET** a TTY stating that the inmate has been bonded and **MASON** will transport back to their facility for release.

ARTICLE V **MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To: **BURNET COUNTY**
Brian Wilson, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **MASON COUNTY**
Shannon Worrell, County Judge
PO Box 1726
Mason, TX 76856

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
5. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party

assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement is not intended to create any cause of action for the benefit of third parties.

9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI

EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

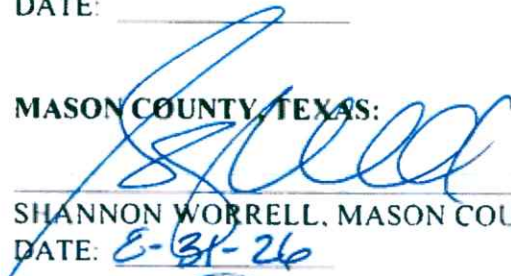
BRIAN WILSON, COUNTY JUDGE

DATE: _____

CALVIN BOYD, BURNET COUNTY SHERIFF

DATE: _____

MASON COUNTY, TEXAS:



SHANNON WORRELL, MASON COUNTY JUDGE

DATE: 8-31-26



JOE LANCASTER, MASON COUNTY SHERIFF

DATE: 8-31-26

**FY 27 INTERLOCAL AGREEMENT
HEART OF TEXAS AUTO THEFT TASK FORCE
MVCPA CONTRACT # 608270270000C**

This Agreement is entered into by and between the County of Burnet and the City of Waco, a political subdivision of the State of Texas and hereinafter referred to as the “Parties”. Further, this agreement is created pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, concerning interlocal cooperation contracts, and Title 11, Public Safety, Chapter 362 of the Texas Local Government Code.

WITNESSETH

WHEREAS, The Parties have filed for and been awarded funding via a joint grant application with the Motor Vehicle Crime Prevention Authority of the State of Texas, hereinafter referred to as “MVCPA”, in the amount of \$183,708 for the investigation and reduction of auto theft and auto burglaries; and,

WHEREAS, the Parties have agreed to contribute the total amount of \$36,742 in matching grant funds to be funded by the proceeds raised from 68A Inspections, and supplied by the general funds of the City of Waco.; and,

WHEREAS, the Parties believes it to be in their best interests to join together to further develop the Heart of Texas Auto Theft Task Force, a regional or multijurisdictional MVCPA Task Force, and,

WHEREAS, the Parties agrees to accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I.
CONTINUATION OF TASK FORCE**

- 1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Heart of Texas Auto Theft Task Force hereinafter referred to as the Task Force. The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II.
TERM**

- 2.01 The term of this Agreement is to commence on September 01, 2026 and to end August 31, 2027

**ARTICLE III.
ALLOCATION OF FUNDS**

- 3.01 As consideration for this Agreement, Burnet County will act as the Manager for the administration of the grant, which will be utilized to support Task Force operations, and Burnet County will allocate funding as follows in accordance with the provisions of the Statement of Grant Award and Grantee Acceptance Notice, which is attached hereto as Exhibit A and made a part of hereof for all purposes:

Entity	Description	Amount	Method
Burnet County	Investigator Overtime	\$833	MVCPA Funds
Burnet County	TAVTI -Hotel Costs	\$596	MVCPA Funds
Burnet County	TAVTI - Hotel Estimated Tax	\$90	MVCPA Funds
Burnet County	TAVTI - Meals	\$263	MVCPA Funds
Burnet County	Misc. Travel - Captain	\$3,183	MVCPA Funds
Burnet County	Misc. Travel Investigator	\$5,000	MVCPA Funds
Burnet County	Misc. Travel Admin Asst/Analyst	\$2,350	MVCPA Funds
Burnet County	TAVTI - Hotel Costs	\$596	MVCPA Funds
Burnet County	TAVTI- Hotel Estimated Tax	\$90	MVCPA Funds
Burnet County	TAVTI - Meals Admin	\$263	MVCPA Funds
Burnet County	3Si GPS Tracker License	\$300	MVCPA Funds
Burnet County	Vigilant License	\$2,730	MVCPA Funds
Burnet County	Flock Trailers Licencing (4)	\$16,667	MVCPA Funds
Burnet County	Uniforms - Shirts, Pants, Hats, Printing	\$3,083	MVCPA Funds
Burnet County	All Traffic Solutions	\$2,500	MVCPA Funds
Burnet County	Public Event Merchandise	\$2,702	MVCPA Funds
Burnet County	Office Supplies	\$2,292	MVCPA Funds
Burnet County	Investigator Supplies	\$3,167	MVCPA Funds
Burnet County	Obd Reader Wireless And Backup	\$208	MVCPA Funds
	Total	\$46,913	
Entity	Description	Amount	Method
City of Waco	Investigator Salary	\$98,000	MVCPA Funds
City of Waco	Investigator Fringe	\$38,795	MVCPA Funds
	Total	\$136,795	

3.02 As consideration for this Agreement the Parties agree to contribute a total of \$36,742 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows in accordance with the provisions of the grant documents:

Entity	Description	Amount	Method
Burnet County	Investigator Overtime	\$167	68A - Program Income
Burnet County	TAVTI -Hotel Costs	\$119	68A - Program Income
Burnet County	TAVTI - Hotel Estimated Tax	\$18	68A - Program Income
Burnet County	TAVTI - Meals	\$53	68A - Program Income
Burnet County	Misc. Travel - Captain	\$637	68A - Program Income
Burnet County	Misc. Travel Investigator	\$1,000	68A - Program Income
Burnet County	Misc. Travel Admin Asst/Analyst	\$470	68A - Program Income
Burnet County	TAVTI - Hotel Costs	\$119	68A - Program Income
Burnet County	TAVTI- Hotel Estimated Tax	\$18	68A - Program Income
Burnet County	TAVTI - Meals Admin	\$53	68A - Program Income
Burnet County	3Si GPS Tracker License	\$60	68A - Program Income
Burnet County	Vigilant License	\$546	68A - Program Income
Burnet County	Flock Trailers Licencing (4)	\$3,333	68A - Program Income
Burnet County	Uniforms - Shirts, Pants, Hats, Printing	\$617	68A - Program Income
Burnet County	All Traffic Solutions	\$500	68A - Program Income
Burnet County	Public Event Merchandise	\$540	68A - Program Income
Burnet County	Office Supplies	\$458	68A - Program Income
Burnet County	Investigator Supplies	\$633	68A - Program Income
Burnet County	Obd Reader Wireless And Backup	\$42	68A - Program Income
	Total	\$9,383	
Entity	Description	Amount	Method
City of Waco	Investigator Salary	\$19,600	City of Waco
City of Waco	Investigator Fringe	\$7,759	City of Waco
	Total	\$27,359	

It is anticipated that this grant match obligation shall be funded by income earned from HOTATTF operations (68A Inspections) of \$9,383, and the general funds of the City of Waco for \$27,359.

3.03 As consideration for this Agreement, the Parties agree to maintain accurate accounting records of any funds disbursed pursuant to this Agreement and, if requested, to allow Burnet County and/or granting agencies access to the records for the purpose of performing inspections and audits. The Parties will supply Burnet County Grant

- Administrator monthly personnel payroll documentation for purposes of monthly expenditure reporting.
- 3.04 As consideration for this Agreement, Burnet County will report quarterly to MVCPA in accordance with the provisions of the grant documents and upon receipt of payment from MVCPA will reimburse the Parties for their portions of the quarterly expenditures.
- 3.05 As consideration for this Agreement, pursuant to the MVCPA Grant Administration Manual section 3.4.7, all 68-A Inspections revenue will be deposited into a restricted fund with Burnet County to be used as program income for the Task Force.

ARTICLE IV EQUIPMENT

- 4.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. MVCPA will be notified and inventory records will be updated.
- 4.02 Pursuant to Texas Grant Management Standards - Version 1.1, page 16, any proceeds of equipment including vehicles, hardware and other non-expendable items which were bought with MVCPA grant or matching funds and sold will be deducted from total allowable costs to determine net allowable costs.

ARTICLE V AMENDMENTS

- 5.01 This Agreement may be amended by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VI LEGAL CONSTRUCTION

- 6.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII UNIFORM ASSURANCES

- 7.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification

is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

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

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the Parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Heart of Texas Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE VIII FINANCIAL ADMINISTRATION & REPORTING

- 8 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes

ARTICLE X COMPLIANCE

- 10 .01 Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI ENTIRE AGREEMENT

- 11.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

Approved on this _____ day of _____, 2026

Bryan Wilson
Burnet County Judge

Calvin Boyd
Burnet County Sheriff

ATTEST:

Vicinta Stafford
Burnet County Clerk

Ryan Holt
City of Waco Manager

Date signed

Sheryl Victorian
City of Waco Chief of Police

Date signed



FACILITY RENTAL APPLICATION AND AGREEMENT

Facility requested: (please check which facility)

Burnet Community Center ☒ Wallace Riddell Park Pavilion ☐ Hamilton Creek Park Pavilion ☐

Randy Longoria Park Pavilion ☐ Haley Nelson Park Amphitheatre ☐

Date of Rental: 12-14-26 (prep days 12/10 & 11)

Name of Group or individual Renting Facility: Burnet County

Address: 220 S. Pierce
Burnet, TX 78611

Phone Number: 512-715-5203

Email Address: Sdenton@burnetcounty-texas.org

Description of Function: Employee App. Brunch

Will Alcohol be present? ☐ Yes ☒ No

The City of Burnet Police Department requires Patrol Officer presence when alcohol is on the premise (see attached form from the Burnet Police Department). Contact the City of Burnet Police Department for detailed information regarding your event at 512-756-6404. The event will be shut down if required security is not present.

For after hours maintenance issues during your event please contact Parks Department Superintendent, Matt Field, at 737-788-6839.

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

Shelly Dent
Signature (Responsible Person)

9-1-26
Date

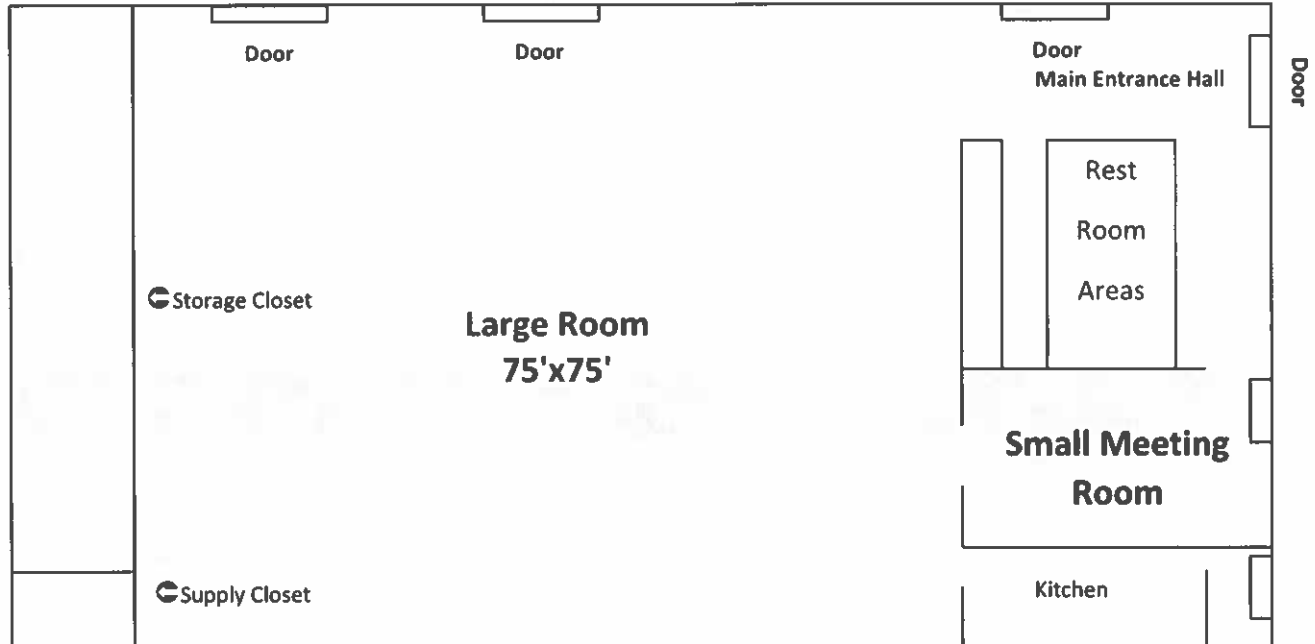
FACILITIES				
Facility	Group Size	Amenities	Deposit	Rent
Burnet Community Center	Up to 350	Includes full size commercial kitchen, restrooms, one large banquet room, one small banquet room, tables and chairs		
Standard Rental			\$1000	\$1000/per day
Non-Profit Rental			\$1000	\$500/per day
Stage Rental			\$200	\$100/per day

PARKS				
Facility	Group Size	Amenities	Deposit	Rent
Haley Nelson Amphitheatre	Up to 1000	Includes restrooms, stage, sound equipment connections, electric, connections, lights, parking. NO CAMPING ALLOWED		
Standard Rental			\$1000	\$1000/per day
Non-Profit Rental			\$1000	\$500/per day
Wallace Riddell Park Pavilion		Includes covered 40'x50' pavilion, electric connection, picnic tables, play area, rest rooms, trash cans NO CAMPING ALLOWED		\$100/per day
Randy Longoria Park Pavilion		Includes covered 40'x50' pavilion, electric connection, picnic tables, playground area, restrooms, trash cans NO CAMPING ALLOWED		\$100/per day
Hamilton Creek Park Pavilion		Includes covered 40'x50' pavilion, electric connection, picnic tables, playground area, rest rooms, trash cans NO CAMPING ALLOWED		\$100/per day

Community Center: MAXIMUM CAPACITY IS 350 GUESTS

City of Burnet Community Center

*Kitchen includes a commercial stove, refrigerator, and freezer.



Stage: yes ☐ or no ☐ Size: 8x10 ☐ 10x10 ☐ 20x20 ☐ (mark location on diagram)

The City of Burnet provides the following as part of your rental:

Chairs (350 CC; 400 GHRC)

8' rec. tables (33)

6' rec. tables (48)

6' round tables (26)

All tables and chairs shall be returned to the storage area after use in the designated areas.

For Office Use Only

Facility Deposit Amount: \$ 1,000.00

Date Paid: _____ Account #10.421

Alcohol Deposit Amount: \$ 1,000.00

Date Paid: _____ Account #10.421

Stage Deposit Amount: \$ 200.00

Date Paid: _____ Account #10.421

Facility Rental Amount: \$ 1,000.00

Date Paid: _____ Account #10.1800.4616

Stage Rental Amount: \$ 100.00

Date Paid: _____ Account #10.1800.4616

Park Rental Amount: \$ 100.00

Date Paid: _____ Account #10.1800.4618

Security Fee Amount: \$ _____ Date Paid: _____ Account #10.1600.4925

(Security Fee to be determined by the Burnet Police Department base on attendance at the event)

COMMUNITY CENTER INSPECTION

Customer Name _____

Large Room	Staff (initials)	Renter (initials)	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Tables			
Chairs			
Small Room	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Kitchen	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Refrigerator-clean & debris free			
Stove-clean & debris free			
Counters-clean & debris free			
Sink-clean & debris free			

Restrooms	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Sinks & Mirrors-clean			
Commodes-clean			

Renter Signature

Facility Inspector Signature

Date: Pre- Inspection

Date Post-Inspection

A facility inspection will be conducted at the rented facility the afternoon prior to your event at 2:30 p.m. You will be required to accompany a staff member during the inspection. Upon completion of the inspection you will receive the key to the facility to begin preparing for you event.

Date Keys Picked Up: _____ Date Keys Returned: _____

After Event Inspected By: _____ Date: _____

Condition: _____

Check Request Refund Sent: _____ (date) _____ initials

Insurance Required? _____ Copy attached ☐ No ☐ Yes

Additional Damage Fees: \$ _____ Date Paid: _____

CITY OF BURNET

Facility Rental Application and Agreement

512-715-3206

The City of Burnet, a home-rule City organized under the laws of Texas (the "City") operates several facilities that are available to the public for community activities. This agreement will provide you with the information you need to determine which facility you need to rent as well as the requirements for each.

The City has the exclusive right to contract for use of the Facilities. Individuals or entities entering a rental agreement with the City for use of Facilities (the "Renter") shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facilities are provided for general usage. The City reserves the right to have final approval on all activities or events scheduled at the Facilities. The City reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with the Rules. The City reserves the right to require security be provided at the renter's or user's expense.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the Facilities, ensure that all guests, members, employees, supervisors, staff, invitees, and attendees that do not have special additional right to continue to use the Facilities, leave after each use.
- Any training required for supervisors, employees or staff of activities is sufficient to perform the tasks Renter assigns.
- Rules and regulations for the Facilities are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the Facilities and adjacent areas to be utilized for any premises defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities prior to each use.
- Notify the Public Works Director, or designee, of the City verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in at the Facilities or performed in conjunction with Renter's use that is a violation of an existing State, Federal Law or municipal ordinance or use the same in such a manner as to constitute a nuisance.

- No conveyance, assignment or other subcontracting of the Facilities is made to any person or entity without the express, written agreement of the City.
- Do not permit or allow any activities of the Renter, Renter's employees, members, or guests to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- Do not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the City.
- The City has a list of all officers and board members of Renter if Renter is an entity.

CONCESSIONS

- The City reserves the right to sell concessions at all functions.
- If the Rental Agreement expressly provides the Renter the right to sell concessions, the Renter may sell concessions.

ALCOHOL

The City of Burnet Police Department requires Patrol Officer Presence when alcohol is on the premise. An alcohol deposit must be paid in advance at time of rental. Officers are paid separately and, depending on the number of guests, will determine the number of officers needed at the event. You must contact the Burnet Police Department and schedule this with them. Failure to do so could result in loss of your deposits and shut down the event if no security is present. Contact Burnet Police Department / LT. Brandon Bertelson at 512-756-6404. (See additional information from the Burnet Police Department below.)

(initial)

SD

No sales of alcoholic beverages are permitted on, in or at the Facilities.

SD

Renter shall ensure compliance with state law for the consumption of alcohol.

SD

Minors shall not be permitted, under any circumstances to consume alcohol on City premises.

SD

Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Texas Alcohol and Beverage Commission.

SD

The City may from time-to-time adopt ordinances further regulating alcohol consumption on city premises, which Renter agrees to enforce all City and State regulations relating to alcohol distribution and consumption on the portion of the Facilities rented

SD

Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the Facilities rented.

SD

The City reserves the right to require additional security for any function serving alcohol.

**BURNET POLICE DEPARTMENT
P.O. BOX 1369
BURNET, TX 78611
512.756.6404 PH; 512.756.4790 FAX**

ENGLISH:	SPANISH:
EVENTS INVOLVING ALCOHOLIC BEVERAGES As representatives of the City of Burnet Police Department, we would like to thank you for your interest in hosting your event here in our great city. We are proud of our community and believe we have a lot to offer. It is also our sincerest hope that your event will be a success. In an effort to make your event the most enjoyable and memorable for you and your guests, policies have been established. As with most other rented or leased facilities there is a concern as to the safety of the attendees and the maintenance of the facilities, especially when alcohol is served. It is therefore <u>required that at least four (4) certified police officers</u> be present for the duration of the event that makes alcoholic beverages available to its guests. Events with larger crowds may require additional police officers. Hourly rate for each officer is \$50 an hour; this fee must be paid in full by close of business(5:00 p.m.) as part of your facility rental contract, on the day prior to key pick-up . <u>These officers must be present once alcoholic beverages are present at your event; serving any alcoholic beverages or the presence of alcoholic beverages without certified police officers present may result in your event being closed down.</u> To better assist you with these requirements you need to contact the Burnet Police Department as soon as possible for officer scheduling and cost of those services.	EVENTOS RELACIONADOS CON BEBIDAS ALCOHÓLICAS Como representantes del Departamento de Policía de la Ciudad de Burnet, nos gustaría agradecerles por su interés en organizar su evento aquí en nuestra gran ciudad. Estamos orgullosos de nuestra comunidad y creemos que tenemos mucho que ofrecer. También esperamos sinceramente que su evento sea un éxito. En un esfuerzo por hacer que su evento sea el más agradable y memorable para usted y sus invitados, se han establecido políticas. Al igual que con la mayoría de las otras instalaciones alquiladas o arrendadas, existe una preocupación en cuanto a la seguridad de los asistentes y el mantenimiento de las instalaciones, especialmente cuando se sirve alcohol. Por lo tanto, <u>se requiere que al menos cuatro oficiales de policía certificados</u> estén presentes durante la duración del evento que pone bebidas alcohólicas a disposición de sus huéspedes. Los eventos con multitudes más grandes pueden requerir oficiales de policía adicionales. La tarifa por hora para cada oficial es de \$ 50 por hora; esta tarifa debe pagarse en su totalidad antes del cierre de operaciones (5:00 p.m.) como parte de su contrato de alquiler de instalaciones, el día anterior a la recogida de llaves. <u>Estos oficiales deben estar presentes una vez que las bebidas alcohólicas estén presentes en su evento; Servir cualquier bebida alcohólica o la presencia de bebidas alcohólicas sin oficiales de policía certificados presentes puede resultar en el cierre de su evento.</u> Para ayudarlo mejor con estos requisitos, debe comunicarse con el Departamento de Policía de Burnet lo antes posible para la programación de los oficiales y el costo de esos servicios.

To assist you in complying with this condition the Burnet Police Department has made certified police officers available. To schedule officers for your special event please contact: LT. Brandon Bertelson (512-756-6404) bbertelson@cityofburnet.com Please have the following information available when calling: 1) Number of attendees 2) Dates and times of your event We look forward to working with you to make your event the best possible. Brian Lee Police Chief	Para ayudarlo a cumplir con esta condición, el Departamento de Policía de Burnet ha puesto a disposición oficiales de policía certificados. Para programar oficiales para su evento especial, comuníquese con: LT. Brandon Bertelson (512-756-6404) bbertelson@cityofburnet.com Tenga a mano la siguiente información cuando llame: 1. Número de asistentes 2. Fechas y horarios de su evento Esperamos trabajar con usted para que su evento sea lo mejor posible. Brian Lee Jefe de Policía
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CLOSURE

The City reserves the right to close all or any portion of Facilities, with or without notice. The City may inspect the rented Facilities prior to any event. The City is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter, Renter's members, or Renter's invitees.

- a. The Renter agrees to close any or all of the rented Facilities and notify the City immediately for the following reasons:
 - i. An environment that would create dangerous condition if the Facilities are used.
 - ii. Glass or other debris that could create a dangerous condition to users.
 - iii. The existence of a public health or safety issue requiring the Facilities to be closed in the interest of participant safety and/or preservation of Facility integrity.
 - iv. Other unforeseen circumstances making use of the Facilities unsafe to the public or likely to cause damage to the property or injury to persons.
 - v. Damage in excess of minor damage (minor damage being damage which is less than \$25.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased.
- b. It is the responsibility of Renter to inform participants, members, and invitees of any closure decisions.

CANCELLATION

The City may cancel the use agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The City shall not be responsible for any losses to the Renter as a result of the City terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter may result in a forfeiture of deposit as detailed above.

CITY'S RIGHTS AND DUTIES

The City agrees that for the sole consideration expressed herein, Renter shall have use of the Facilities above. The City shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs as provided in the Rental Agreement. The City reserves the right to refuse to allow any Renter, Renter's representative, or invitee to conduct any activities at Facilities if the City determines that the individual has not followed the rules and regulations of Facilities, or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facilities.

FEES AND COSTS OF USAGE

The City shall have the right to review the costs of operating this Agreement, including electricity needs, water, sewer, garbage, and maintenance costs and may make adjustments as approved by the City Council. The City Manager shall use best efforts to recommend any increases in fees during the annual budget for cost increases directly attributable to the operation and maintenance of the Facilities. The City shall notify Renter not later than October 31 of any increase in fees or costs. The City shall be reimbursed costs of damages to the Facilities associated with Renter's use of the Facilities. Renter shall not be responsible for more than the actual costs of repairing any Facilities. Renter shall not be responsible for ordinary wear and tear and may object to any charges for damages. The City Manager shall have the right to make the final decision for any appeal from a decision to charge Renter for repair costs to the Facilities. The appeal must be made within 10 days of the decision to charge for damages to the City Manager. The City reserves the right to refuse to further rent the Facilities to any individual and any entity which has failed to reimburse the City for costs of damages or any portion of a rental fee.

INSURANCE

Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Public Works Director as a condition of a Rental Agreement. Failure to provide adequate insurance may be a cause of the City to reject an application for rental. Any function which is used for fund raising, charges admission, is advertised as a public function, would attract a crowd of interested observers will be required to furnish a liability insurance policy. Sports activities requiring membership to participate will also be required to furnish a liability insurance policy. A certificate of liability insurance shall name the City as an additional insured and be provided 10 days in advance of a scheduled event. Minor events such as family reunions picnics, etc., do not require liability insurance unless open to the public.

NOTICES

Any notice required due to a defect or dangerous conditions shall be immediately provided to the City's Public Works Director, or designee. Renter shall provide the City with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members, invitees, officers, employees,

representatives, officers, directors, or other agent of Renter, within 24 hours of the damage. Notice shall be mailed, or hand delivered within 24 hours.

IMMUNITY

The facilities rented are recreational in nature. THE CITY'S IMMUNITY FROM SUIT AND DAMAGES INCLUDES SPECIFIC IMMUNITY FOR RECREATIONAL ACTIVITY, AS WELL AS OTHER GOVERNMENTAL IMMUNITY. The Renter, for itself, its officer, directors, agents, representatives, employees, members, visitors, contractors, and subcontractors waives any further notice and shall as it deems appropriate notified and share the information concerning the City's immunity from suit and/or damages found in the Civil Practices and Remedies Code Chapter 75 and 101, as well as other common law and other statutory provisions. USE OF THE FACILITIES AND/OR RENTAL OF THE FACILITIES IN NO MANNER IS INTENDED BY THE CITY TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE CITY'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to take the premises "as is" and "where is" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

INDEMNITY

Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from Renter's occupancy or use of the Facilities and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify City and its officers, directors, agents, representatives, and employees against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Facilities arising as a result of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

TEXAS LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Burnet County, Texas. Venue shall lie exclusively in Burnet County, Texas.

RESERVATION POLICIES

- Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The City reserves the right to establish annually renewed reservations for major events.
- Deposits and rentals must be paid separately.
- You must be at least 18 years of age to rent any facility.
- The City of Burnet accepts cash, money orders, cashier's check, or credit card as form of payment.

- All Rentals fees and deposits must be paid in full 48 hours prior to the event.
- Reservations of facilities must specify the times needed and which area is to be utilized to allow for more than one event to be held at facilities.
- The City reserves the right to refuse any request for reservation of all or any portion of facilities.
- The City reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the Facilities and/or contrary to the rules and regulations governing the use of the facilities or any City facility.

GENERAL RULES

(initial)

☐

Renters are responsible for general cleanup of the facility (placement of all left-over food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.) Cleanup is done the day/night of the event. Floors must be swept & mopped, kitchen and bathrooms cleaned, trash picked up, and all indoor and outdoor areas must be left in good order. (DO NOT SCOUR GRILL.) Renters should leave the facility as clean as when they entered the facility on the day of their rental

_____ **Music must be turned off by 12:00 midnight**

_____ **All personal property must be removed at the time of clean-up.**

_____ **Non-profit includes 501 (c)(3) corporations, governmental entities, volunteer groups who are able to provide documentation of non-profit intent or status.**

_____ **Damage to the floors due to setup by the renter may result in forfeiture of the deposit.**

_____ **Renters are responsible for set up and take down of tables and chairs. The Parks Department will set up and take down the stage and/or dance floor if rental includes those items.**

_____ **Decorations must be done within the rented time and ALL decorations removed upon the end of the event.**

_____ **DO NOT attach anything to the walls, acoustical panels, ceiling, or railings. The City is not responsible for items left in the facilities.**

_____ **Renters are responsible for the behavior of all attendees.**

_____ **Candles or open flames must be approved by the Fire Marshall.**

_____ **Any violation of any of the above conditions will result in forfeiture of the deposits and/or additional fees incurred to Renter.**

_____ **Key must be returned by no later than noon the next business day following the event, or earlier if possible.**

_____ **Absolutely, no food or drink on the stage.**

_____ **Any and all inflatable recreation (bounce houses, water slides etc.) equipment is prohibited for use at all City of Burnet facilities unless expressly approved by the City Manager.**

ACCEPTANCE

The City reserves the right to amend the rules and regulations at any time with or without notice. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use. The City of Burnet does not discriminate on the basis of race, religion, sex, or national origin. City of Burnet facilities may not be used for discriminatory, immoral, or illegal purposes.

Special Conditions:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

The responsible person must be a minimum of 18 years of age. The City reserves the right to require additional proof of responsibility for non-standard rentals. The responsible person will be held accountable to the City Council for compliance with the outlined regulations and any other considerations that may be applicable. Sponsoring organizations, groups or individuals reserving the Facilities to sponsor any activity will be held as the liable party. The City is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facilities. Also, noted, that the City is not responsible, but that the entity or individual entering into the agreement for use of the Facilities may be responsible for any and all accident, injury or damage occurring at the Facility or in route to and/or from the Facilities, that are resulting from the consumption of alcohol at the Facilities. The Renter may be obligated to provide insurance. Teenage activities must have adult(s) present inside any building and also monitoring parking lot area and outside buildings.

A pre-rental inspection of all facilities to be rented must be performed on the Thursday before the day of the rental.

DEPOSIT POLICIES

In addition to the rental fees, all rental groups will be charged a separate security deposit for each rental. The deposit covers damage and clean up of the facility.

In addition to the provisions above, automatic forfeiture of the deposit will occur under the following conditions:

- **Building is left unsecured (unlocked).**
- **Key is not returned or is late.**
- **Smoking in the facility.**
- **Use of fog/smoke machines.**
- **Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.**
- **Alcohol being present in the building without proper security present.**
- **Setting off false fire alarms (which is, illegal and criminal charges may be filed).**
- **Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.)**

- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.
- Any missing City property from the facility (tables, chairs, etc.)
- Excess trash left in the building or on the property.
- Failure to clean up the facility by the designated time.
- The required summoning of additional police officers due to the behavior of the participants.

Renter's Signature of Acknowledgement of Forfeiture Policy

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

16.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action to authorize Sheriff Boyd and/ or his designee to sign and execute all necessary documents to secure specialized training for the Sheriff's Office and local law enforcement, in an amount not to exceed \$6,500 from Fund 100-6500-4270. (Wilson)

Attachments

SO Speaker Agreement Specialized Training

Speaker Agreement

Ms. Ghada Wahdan agrees to conduct a four (4)-hour presentation on U.S. National Security to Burnet County Sheriffs' Office in Texas, consisting primarily of law enforcement professionals, on 18 September 2026. The presentation will be delivered twice for a morning and an afternoon session for a total of eight (8) hours on the same day.

Compensation

Burnet County Sheriffs' Office agrees to pay Ms. Wahdan **\$6,500.00** for the eight (8) hours specialized training. The fee will be paid to Ms. Wahdan upon the completion of the presentation on 18 September 2026. All travel expenses (airfare, luggage, hotel, parking, transportation and per diem) are included in proposed fee.

Cancellation

If Burnet County Sheriff's Office cancels the event ten (10) days or fewer prior to the scheduled date, the Sheriff's Office shall be fully responsible for reimbursing the Speaker for any non-refundable travel fees and related expenses already incurred, including but not limited to airfare, lodging deposits, ground transportation, and other pre-approved travel costs. Speaker will provide receipts or documentation of these expenses upon request.

Independent Contractor

Ms. Wahdan is an independent contractor and not an employee, agent, or representative of Burnet County Sheriffs' Office. Neither Party has the authority to bind the other.

Intellectual Property

Ms. Wahdan retains ownership of all intellectual property rights in the presentation materials, including slides, handouts, and content delivered during the presentation. Information presented is derived from open source material and is subject to change based on foreign policies and current international developments. This presentation may contain graphic images. Burnet County Sheriffs' Office is granted a limited, non-exclusive license to use the materials solely for internal purposes, provided Ms. Wahdan is credited. Recording or distributing the presentation requires Ms. Wahdan's prior written consent. Ms. Wahdan's biography and information are sensitive and may be shared with state, tribal, or local government law enforcement officials or partner agencies with a need-to-know for training purposes only.

Technology and Equipment

Burnet County Sheriffs' Office will provide a screen, lavalier microphone, audio, and WIFI. Burnet County Sheriffs' Office is responsible to pre-test all equipment prior to the presentation to avoid technical difficulties at the time of the presentation. Ms. Wahdan will provide a laptop to display the presentation.

Confidentiality

Ms. Wahdan agrees not to disclose confidential information shared by Burnet County Sheriffs' Office such as operational details or member data without prior written consent, except as required by law.

Force Majeure

Neither Ms. Wahdan nor Burnet County Sheriffs' Office shall be liable for failure to perform due to events beyond their reasonable control such as natural disasters or government restrictions. Ms. Wahdan and Burnet County Sheriffs' Office will work in good faith to reschedule the presentation if feasible.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any disputes shall be resolved through mediation in Tulsa, OK, or, if unresolved, in a court of competent jurisdiction in Tulsa County, Oklahoma.

Entire Agreement

This Agreement constitutes the entire understanding between Ms. Wahdan and Burnet County Sheriffs' Office and supersedes all prior agreements. Amendments must be in writing and signed by both Parties.

Signatures

Burnet County Sheriffs' Office:

Signature

Printed Name & Date

Ms. Ghada Wahdan:



Ghada Wahdan 19 August 2026

Signature

Printed Name & Date



Presenter's Biography

Ghada Wahdan is a national security analyst and presenter who delivers dynamic, intelligence-informed briefings on emerging threats facing the United States. With experience studying foreign influence, extremism, and geopolitical conflict, she provides audiences with a clear understanding of how global events intersect with domestic vulnerabilities, security policies, and public perception.



Ghada's presentations cover a range of high-priority national security issues including China's long-term strategic posture toward the United States, the evolving power vacuum in Afghanistan, and risks associated with SIV and refugee vetting processes following large-scale resettlement efforts. Her work also examines instability related to Syria, the Hamas-Israel conflict, and how Middle Eastern dynamics shape regional alliances, proxy activity, and threat vectors affecting American interests abroad and within U.S. borders.

Domestically, Ghada highlights concerns tied to foreign governments influencing civil discourse, funding protest movements, and exploiting social media ecosystems to amplify divisive narratives. Her lectures explore the rise of political violence, the weaponization of information, and the shifting national dialogue surrounding immigration and national identity. Known for her ability to translate complex global issues into clear, digestible analysis, she equips law enforcement, policymakers, academia, and community stakeholders with insight to strengthen awareness, preparedness, and resilience.

Ghada holds a Master of Arts in Criminology from Regis University, a Bachelor of Science in Criminal Justice & Criminology from Metropolitan State University of Denver and is fluent in Arabic in eleven different dialects. Her work encourages critical thinking, balanced discussion, and informed decision-making in an increasingly volatile and interconnected world.

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: 09/08/2026

Subject

Discuss, consider, and take appropriate action to ratify signature by the Burnet County Judge on behalf of the Western Region Radio System executing a \$0 Interlocal Agreement between TxDOT and the Western Region Radio System to provide software upgrade agreements for all Western Radio Towers for a term between September 1, 2026 through August 31, 2035.

(Wilson)

Attachments

WRRS Interlocal Agreement

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Texas Department of Transportation
Western Region Radio System

TxDOT
WRRS

II. PURPOSE: To manage a Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement be in accordance with the City of Austin GATRRS Agreement

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: This is a zero-dollar contract.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on August 31, 2035 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

An interlocal agreement between Blanco County, Burnet County, Llano County, and The City of Marble Falls created the Western Region Radio System and authorized WRRS to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment C**, General Terms and Conditions, **Attachment D**, Operating Agreement for Western Region Radio System, and **Attachment E**, Tower Location Map.

WESTERN REGION RADIO SYSTEM

By _____ Date _____

AUTHORIZED SIGNATURE

Bryan Wilson

TYPED OR PRINTED NAME AND TITLE

Title Burnet County Judge

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

1. WRRS RESPONSIBILITIES

During the term of this Agreement, WRRS shall:

- (a) Allow TxDOT use of WRRS's P25 Digital Trunking Radio System ("WRRS Radio System").
- (b) Grant TxDOT a voting seat on WRRS's Homeland Security Advisory Committee ("HSAC"), which will meet every other month or as needed.
- (c) Maintain the WRRS Radio System according to proper engineering standards for its operations.
- (d) Comply with all applicable statutes, laws, rules, and regulations, including those of the Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA").
- (e) Perform all site maintenance and operations, including providing fuel for generators.
- (f) Provide talk groups, programming information, and a software system key on the WRRS Radio System for the use by TxDOT such that TxDOT can provide a primary dispatch system for TxDOT's radio units/mobile digital terminals on the system. Both parties will agree upon talk groups prior to assignment and usage. WRRS shall utilize industry standards and best practices when assigning talk groups so that the WRRS Radio System capacity to provide critical communications for users is not overloaded.
- (g) Allow access to talk groups on the WRRS Radio System that are designated for interoperability use by public safety, critical infrastructure responder agencies, or those providing written approval of access by TxDOT.
- (h) Provide TxDOT the same level of priority access on the WRRS Radio System as afforded other public safety users of the system.
- (i) Not release any digitally or manually recorded voice or data transmissions from the WRRS Radio System that includes any TxDOT talk group or individual TxDOT radio without prior written approval from TxDOT.
- (j) Upon being notified that one or more of TxDOT's radio units/mobile digital terminals have been lost or stolen, take all reasonable actions to prevent any of TxDOT's lost or stolen radio units/mobile digital terminals from gaining access to the WRRS Radio System.
- (k) Provide TxDOT with unrestricted access to TxDOT-owned equipment located at WRRS sites.

2. TxDOT RESPONSIBILITIES

TxDOT agrees that during the term of this Agreement, TxDOT will:

- (a) Provide technical support for the entire WRRS Radio System such as FCC Radio Frequency Coordination Services, system upgrade agreement ("SUA") sustainment, master core backhaul services, improvement of sites and infrastructure, and operational oversight, as needed, for the duration of this Agreement.

- (b) Provide equipment upgrades to the following sites, which are connected to the state-wide system through connection to the Greater Austin-Travis County Regional Radio System ("GATRRS") core:
- (1) Singleton Bend
 - (2) Mustang Tower
 - (3) 281 North
 - (4) Bertram
 - (5) Watson
 - (6) Lampasas
 - (7) Lone Grove
 - (8) Fowler
 - (9) Lookout Mountain
 - (10) Round Mountain
 - (11) Stonewall
 - (12) LCRA Mountaintop
 - (13) Church Tank
 - (14) Wildcat Mountain
 - (15) KBEY
 - (16) Council Creek
 - (17) Shovel Mountain
 - (18) Briggs
- (c) Maintain ownership of the equipment at the sites listed in Section 2(b).
- (d) Provide WRRS an inventory of all equipment installed at the sites listed in Section 2(b) upon delivery and annually thereafter.
- (e) Maintain a System Upgrade Agreement (SUA) for the equipment installed at the sites listed in Section 2(b). TxDOT is responsible for damage to or loss of its equipment at the sites listed in Section 2(b).
- (f) Assist in maintaining the entire WRRS Radio System according to proper engineering standards for its operations.
- (g) Comply with all applicable statutes, laws, rules, and regulations, including those of the FCC and FAA.
- (h) Provide all radio units/mobile digital terminals for TxDOT users having access to the WRRS Radio System.
- (i) Provide WRRS an initial list, and then an annually updated list, of all TxDOT users on the WRRS Radio System.
- (j) Provide WRRS an inventory upon delivery of all equipment installed at the sites listed in Section 2(b).

3. COVERAGE

Both parties acknowledge that one hundred percent (100%) coverage of any area is improbable and that there may be adverse transmission conditions such as short-term, unpredictable meteorological effects and sky wave interference from distant stations that might interrupt the WRRS Radio System. Causes beyond the reasonable control of WRRS include motor ignition and other electrical noise, which can be minimized by corrective devices installed at TxDOT's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to TxDOT under this Agreement are the sole responsibility and expense of TxDOT.

4. INDUSTRY COMPLIANCE

Proper operation of non-Motorola or other manufacturers' radio system equipment is not guaranteed. WRRS's policy for other manufacturers' radios using the WRRS Radio System as a primary dispatch system requires that the radios have passed the Project 25 Compliance Assessment Program ("P25 CAP") and are approved by TxDOT, WRRS, and GATRRS for use on the WRRS Radio System.

In Process

ATTACHMENT C**General Terms and Conditions****Article 1. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	Western Regions Radio System Executive Committee Chair Burnet County Judge Bryan Wilson 220 S. Pierce Burnet, TX 78611
TxDOT:	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, TX 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D

OPERATING AGREEMENT FOR WESTERN REGION RADIO SYSTEM

Operating Agreement for Western Region Radio System

This Operating Agreement of the Western Region Radio System is organized pursuant to the Texas Statewide Interoperability Channel Plan (TSICP) plus applicable state law (Tex. Gov Code Ch 791 and Tex. Gov. Code Chapter 421.096) to provide a governmental function or service that each party to the contract is authorized to perform individually; and is entered into and shall become effective as of the Effective Date by and amongst the Western Region Radio System participants. The participants include the Texas Department of Transportation (TxDOT), Blanco, Burnet and Llano Counties and the City of Marble Falls executing this Agreement as Members. It is the express intention of the Members to replace the previous agreement signed into effect on October 1, 2013 titled "Operating Agreement for Western Counties VHF Trunked Radio System". All provisions of this document shall be construed consistent with the described intent of the Members, to manage a Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement be in accordance with the City of Austin GATRRS Agreement, and be within the design specifications of the Engineering Specifications of the system manufacturer. Accordingly, in consideration of the conditions contained herein, the Members agree as follows:

Definitions in this Agreement

Agreement Name – Western Region Radio System (WRRS)

Auditor – Auditor of Burnet County.

Chief Executive Member - Burnet County unless and until modified by the Executive Committee

Executive Committee – The County Judges of Blanco, Burnet, Llano, the Mayor of the City of Marble Falls and the Emergency Management Coordinator for the Texas Department of Transportation or their designee.

Local Members – The Counties of Blanco, Burnet, Llano, and the City of Marble Falls

Operational Committee – The WRRS Manager and one appointed representative from Blanco County, Burnet County, Llano County, the City of Marble Falls, and the Texas Department of Transportation. The operational committee appointees are responsible to maintain access to and control of the towers for their respective local members.

Project 25 (P25) - A public safety oriented digital Land Mobile Radio standard defined by Telecommunications Industry Association standard TIA-102

TXDOT- The Texas Department of Transportation

Western Regional Radio System (WRRS) – A Project 25 compliant trunked radio system that is interfaced to the Greater Austin/Travis Regional Radio System per the "Master Site Communications System Interlocal Cooperation Agreement Between City of Austin and Burnet County", effective May 23, 2013.

WRSS Manager – Hired by Burnet County by recommendation of the Executive Committee. This person carries out the duties of this agreement and the duties of the Burnet County WRRS Job Description. This person is subject to Burnet County policies.

Operating Agreement for Western Region Radio System - 1

Operating Agreement

for Western Region Radio System

Article I

Organization

1.1 Formation

The Members establish this operating agreement outlining the guidelines for the management of assets, expenditures, and revenue to support the WRRS. The purpose of this action is to maintain and sustain a sound organization to efficiently operate the WRRS.

1.2 Office and Agent

The location for communication and billing is the Burnet County Auditor at the Burnet County Courthouse Annex on the Square at 133 E Jackson St., Burnet, TX 78611. Accounting records shall be maintained at this location.

1.3 Tower Ownership

The County and City Members own the respective towers and equipment within their respective geographic boundaries, and share the cost of maintenance and capital improvements to ensure the tower system operation and interoperability.

Article II

Capital Contribution and Expenses

2.1 Method of Finance

For financial accounting, net Expenses and the Annual Budget shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's radio subscriber count in the WRRS. The percentage for the budget purposes will be determined annually for each member during the budget meeting of the Executive Committee by the number of subscribers to the WRRS for each member.

2.2 Contribution of Revenue

Revenue available to WRRS by each local member is based on the number of units subscribing to the use of the towers. The members may bill subscribers or use alternative sources of revenue to support the WRRS. TxDOT will pay costs and maintain the software upgrade agreements on all towers in the WRRS.

2.3 Expenses

For financial accounting, net EXPENSES shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the WESTERN COUNTIES VHF TRUNKED RADIO SYSTEM.

2.4 Payment

Each bill or invoice to members by the Burnet County Auditor is required to be paid within 30 days of receipt.

Article III

Management

3.1 Management of the WRRS

(a) **Management** - The Executive Committee manages the WRRS. The Executive Committee appoints one Chief Executive Member. The Chief Executive Member is currently the Burnet County Judge who will serve until replaced by the Executive Committee by majority vote of the Members.

(b) **Operations** - Day to day operations shall be conducted by the WRRS Manager, who will have the authority to request purchase orders, verify expenses and initiate contract procurements for goods and materials needed for operations or WRRS. The Burnet County Auditor will evaluate purchasing, procurement and manage processes for payment. The Burnet County Auditor is responsible to certify if any expenditure is within the budget.

(c) **Systems Management** - Each Member is responsible to maintain reasonable access to radio tower sites it owns and/or leases that are a part of the WRRS.

(d) **Personnel or Contractor** - If the executive board authorizes and budgets a full-time equivalent position as WRRS Manager, then the position will be an employee of Burnet County unless otherwise designated by the executive committee. The executive committee will conduct interviews and recommend one or more candidates for Burnet County to select from. The authority to hire from the recommended list and/or fire the WRRS manager will be solely with Burnet County. The Executive committee may choose to contract the management of the WRRS.

3.2 Members

The liability of the Members shall be limited as provided pursuant to state law and this Operating Agreement. Members may take part in the control, management, direction, or operation of the WRRS's affairs and shall have powers to bind the WRRS only if approved by a majority vote of the Executive Committee. Any agreements must be signed by the Chief Executive Member or all Members either in person or by a delegated representative chosen by the Members. At any time, it is found the WRRS is not within the budget the Executive Committee is to be notified in writing within three working days.

3.3 Voting

Each member votes on all matters, and will receive a single vote with a simple majority carrying the matter voted upon unless the matter calls for a unanimous vote.

- (a) Any decision that involves a transfer of an asset, property or the acquisition of another asset must have the unanimous consent of all members.

3.4 Matters on Which to Vote:

- (a) The sale, lease or other disposition of the WRRS's assets.
- (b) The purchase or other acquisition of other assets of all kinds.
- (c) The management of all or any part of the WRRS's assets.
- (d) The selection of firms or corporations for the operation and management of the WRRS's business.

In the exercise of their management powers, the Members are authorized to execute and deliver:

- (e) All contracts, conveyances, assignments, leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the WRRS's assets.
- (f) All checks, drafts and other orders for the payment of the WRRS's funds.
- (g) Any other agreements required or authorized by state law.

In addition, Executive Members may delegate a representative from within the member's agency in place to vote and perform duties as the member under the following:

- (a) A written Authorization of Representation is provided to the members on an agency letterhead.
- (b) The representation period does not exceed 2 years per authorization.

Each member is responsible to maintain reasonable access to radio tower sites it owns and/or leases that are a part of the WRRS.

3.5 Western Region Radio System Information

Upon request, the Chief Executive Member shall supply to any member information regarding the WRRS or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the WRRS or its activities.

3.6 Records

The Members shall cause the WRRS to keep at its principal place of business or at another location agreeable by the Members, the following:

- (a) A current list of the members including the full name of the contact person and the current mailing and street address of each Member;
- (b) A copy of the Interlocal Agreement for WRRS and all amendments;
- (c) Copies of the WRRS reports, decisions or other documents by the Executive Committee for the three most recent years (if any);
- (d) Copies of any financial statements of the WRRS for the three most recent years.
- (e) separate capital accounts for each member.

3.7 Individual Member Records

- (a) Members shall maintain their own capital and revenue accounting records. Members accounts can be affected by additional capital contribution made by each member or by any additional funds required to cover actual costs of operating the WRRS. Capital account shall be determined and maintained in the manner set forth by the Executive Committee. The accounts can be affected by any additional capital contribution made by each member or by any additional funds required to cover actual cost of operating the WRRS.

3.8 Exculpation And Limitation Of Liability

To the extent permitted by Texas law, including but not limited to Texas Government Code Chapter 791 and the Texas Tort Claims Act, no Member, nor any officer, director, employee, or authorized representative of a Member acting within the scope of their authority on behalf of the WRRS, shall be liable to the WRRS or to any other Member for any loss, damage, or liability arising from any act or omission undertaken in the performance of their duties under this Agreement, provided that such act or omission:

- (a) Was taken in good faith with the reasonable belief that it was in, or not opposed to, the best interests of the WRRS;
- (b) Did not constitute gross negligence, willful misconduct, fraud, intentional wrongdoing, or a violation of criminal law;
- (c) Did not breach a specific fiduciary duty or express obligation set forth in this Agreement; and
- (d) Was within the scope of authority granted under this Agreement and applicable law.

This exculpation shall not:

- Limit any Member's statutory duties or obligations under Texas law;
- Waive any governmental immunity to which a Member is entitled;
- Supersede the indemnification provisions contained in Section 3.9 of this Agreement; or
- Affect any party's liability to third parties except as otherwise provided by law.

3.9 Indemnification

Subject to the availability of funds and to the extent permitted by Texas Government Code Chapter 791, the Texas Tort Claims Act, and other applicable law:

- (a) **Mandatory Indemnification:** The WRRS shall indemnify and hold harmless any Member, Manager, officer, employee, or agent (each, an "Indemnified Person") who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the WRRS), by reason of the fact that such person

is or was acting in their official capacity on behalf of the WRRS, against expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, if:

- (i) The Indemnified Person acted in good faith;
 - (ii) The Indemnified Person reasonably believed their conduct was in, or not opposed to, the best interests of the WRRS;
 - (iii) With respect to any criminal proceeding, the Indemnified Person had no reasonable cause to believe their conduct was unlawful; and
 - (iv) The conduct did not constitute gross negligence, willful misconduct, fraud, or intentional wrongdoing.
- (b) **Determination of Eligibility:** Any determination as to whether an Indemnified Person has met the applicable standard of conduct shall be made by:
- (i) A majority vote of Members who are not parties to the action, suit, or proceeding;
 - (ii) Independent legal counsel selected by the Members not parties to the proceeding; or
 - (iii) A court of competent jurisdiction.
- (c) **No Presumption:** The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in itself, create a presumption that the Indemnified Person did or did not meet the applicable standard of conduct.
- (d) **Insurance Requirement:** Indemnification under this Section shall be provided only to the extent that:
- (i) Insurance coverage is maintained and available for such purpose; or
 - (ii) Funds have been specifically appropriated and are legally available for such indemnification.
- (e) **Advancement of Expenses:** The WRRS may, upon approval by the Members, advance expenses incurred in defending any proceeding to an Indemnified Person, provided that the Indemnified Person agrees in writing to repay such amounts if it is ultimately determined that they are not entitled to indemnification.
- (f) **Non-Exclusive Rights:** The indemnification and advancement of expenses provided by this Section shall not be deemed exclusive of any other rights to which an Indemnified Person may be entitled under applicable law, other provisions of this Agreement, insurance policies, or otherwise.
- (g) **Governmental Immunity Preserved:** Nothing in this Section shall be construed to waive any governmental or sovereign immunity to which any Member or the WRRS is entitled under Texas law.
- (h) **Third-Party Claims:** This indemnification applies only to claims by third parties and does not create any right of indemnification for claims between or among the Members or the WRRS except as specifically provided elsewhere in this Agreement.

Article IV

Compensation

4.1 Management Fee

No Member rendering services to the WRRS shall be entitled to any compensation for such service.

4.2 Reimbursement

The WRRS shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing and operating the WRRS.

Article V

Transfers

5.1 Assignment

If at any time a Member proposes to assign or otherwise dispose of all or any part of its interest in the WRRS, said Member shall comply with the following procedures:

- (a) Make an offer to assign such interest to the other Member(s) in writing. At this point the exiting Member may not make this intention publicly known.

Operating Agreement for Western Region Radio System - 5

- (a) Make an offer to assign such interest to the other Member(s) in writing. At this point the exiting Member may not make this intention publicly known.
- (b) If a Member elects to assign its interest in the WRRS, the other current Member(s) have right to accept the exiting Member's interest in the same ratio or percentage as the current ratio for the Project 25 Trunked System ONLY.

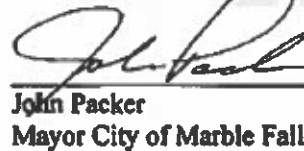
Acceptance of Members

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement for Western Region Radio System.

 1/27/2016
Bryan Wilson
Burnet County Judge

 2-18-2026
Brett Bray
Blanco County Judge

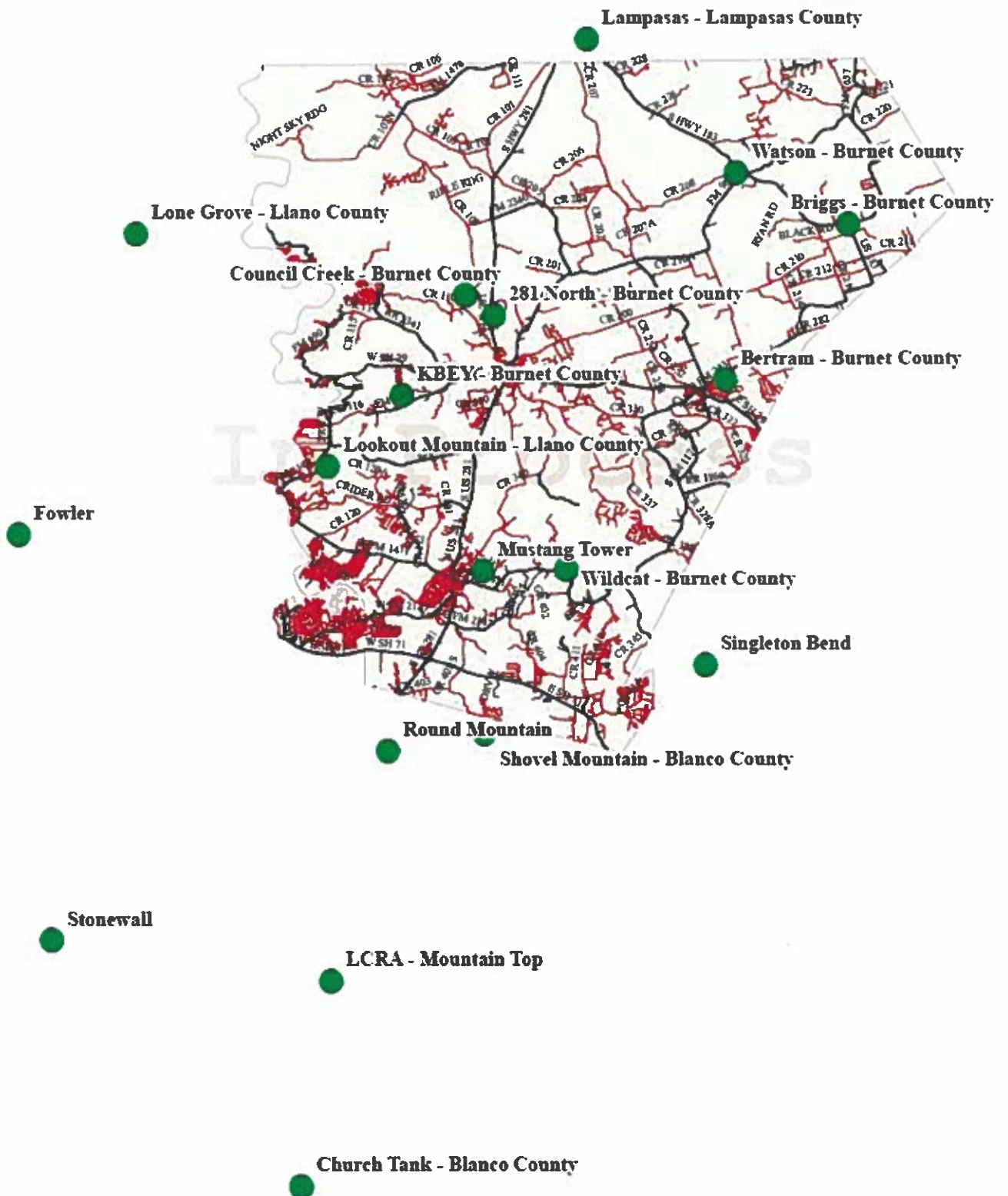
 2-9-26
Ron Cunningham
Llano County Judge

 2/24/26
John Packer
Mayor City of Marble Falls

Operating Agreement for Western Region Radio System - 6

ATTACHMENT E

Tower Location Map



Site Name	Address	Lat	Lon	Use	Owner	Access Method	Notes
Singleton Bend	6901-A Singleton Bend Road Marble Falls, TX 78654	30.5035	-98.0528	Trunking	City of Austin	City of Austin	
Mustang Tower		30.5864	-98.2484	Trunking / Conventional	City of Marble Falls	Key	8TAC is the only conventional repeater
281 North	6400 US 281N Burnet, TX 78611	30.8102	-98.2372	Trunking / Conventional	Burnet County	Western Region Standard Key	ATF, TxPWD, Burnet SO conventional users
Bertram	601 County Road 268 Bertram, TX 78605	30.7537	-98.0341	Trunking / Paging	Burnet County	Western Region Standard Key	Bertram VFD paging
Watson	200 County Road 208 Briggs, TX 78608	30.9355	-98.0237	Trunking / Paging	Burnet County	Western Region Standard Key	NEBC Paging
Lampasas	481 County Road 4035 Lampasas, TX 76550	31.0524	-98.1547	Trunking	Burnet County / TxDOT	Western Region Standard Key	
Lone Grove		30.8816	-98.5517	Trunking	Llano County	Keybox	
Fowler		30.1679	-98.6563	Trunking	Llano County	Keybox	
Lookout Mountain		30.6781	-98.3843	Trunking / Paging	Llano County	Keybox	Llano County paging
Round Mountain		30.4284	-98.332	Trunking / Conventional	Blanco County	Western Region Standard Key	Blanco TAC North
Stonewall		30.2622	-98.6292	Trunking	National Parks	Key	
LCRA Mountain Top		30.2259	-98.3833	Trunking	Vertical Bridge Real Estate	LCRA Standard Site Key	
Church Tank		30.0466	-98.4107	Trunking / Conventional	Blanco County	Western Region Standard Key	Blanco TAC South
Wildcat Mountain	7030 Ranch Road 1431, Marble Falls, TX 78654	30.6192	-98.149	Conventional	Hidden Falls Adventure Park	Combination Lock	8TAC, Marble Falls EMS conventional users
KBEY	575 Williams Road, Burnet, TX 78611	30.7408	-98.3182	Paging	KBEY	Key	Hoover Valley area paging
Council Creek	4502 County Road 108, Burnet, TX 78611	30.8281	-98.2622	Paging	Vertical Bridge Real Estate	LCRA Standard Site Key	Burnet / Cassie area paging
Shovel Mountain	2996 Shovel Mountain Road, Round Mountain, TX 78663	30.4432	-98.2471	Paging / Conventional	Vertical Bridge Real Estate	LCRA Standard Site Key	Southend Paging, tower deconstruct 11 / 2026
Briggs	597 FM 2657, Briggs, TX 78608	30.8904	-97.9253	Conventional	Burnet County		Road & Bridge North conventional

Certificate Of Completion

Envelope Id: 6D9841A7-8422-8D9C-8291-AA103027B7E8

Status: Sent

Subject: EXPEDITE - DEADLINE 8/28 - MNT - ILA Prime - 47-7XXF7002 - Western Regions Radio System

Source Envelope:

Document Pages: 22

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Katie DeLong

AutoNav: Enabled

125 E. 11th Street

EnvelopeId Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Margaret.DeLong@txdot.gov

IP Address: 209.112.107.133

Record Tracking

Status: Original

Holder: Katie DeLong

Location: DocuSign

8/28/2026 9:18:20 AM

Margaret.DeLong@txdot.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Bryan Wilson

Sent: 8/28/2026 9:36:30 AM

bwilson@burnetcountytexas.org

Viewed: 8/28/2026 2:31:05 PM

Burnet County Judge

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:

Accepted: 8/28/2026 2:31:05 PM

ID: dd18e906-368d-4b8a-8776-c86dad9a6a88

Kenneth Stewart

kenneth.stewart@txdot.gov

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Gordon Harkey

COPIED

Sent: 8/28/2026 9:36:26 AM

Gordon.Harkey@txdot.gov

Viewed: 8/28/2026 9:54:35 AM

Statewide Radio Coordinator

Texas Department of Transportation

Security Level: Email, Account Authentication
(Optional), Login with SSO

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Brian Storer

COPIED

Sent: 8/28/2026 9:36:29 AM

bstorer@burnetcountytexas.org

Viewed: 8/28/2026 11:15:14 AM

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/28/2026 9 36:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

18.

Meeting Date: 09/08/2026

Subject

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

(a) Accept or decline the FY26 Texas Indigent Defense Commission (TIDC) a formula grant award in the amount of \$36,965 with no County match required.

(Wilson)

Attachments

TIDC Grant Award



CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
Honorable Jimmy Blacklock
Honorable Brent Hagenbuch
Honorable Phil King
Honorable Emily Miskel
Honorable Joseph "Joe" Moody
Honorable David J. Schenck
Honorable John Smithee

MEMBERS APPOINTED BY GOVERNOR:
Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R." Woolley,
Jr.

EXECUTIVE DIRECTOR:
Scott Ehlers

August 25, 2026

The Honorable Bryan E. Wilson
Burnet County Judge
Via Email: bwilson@burnetcountytexas.org

Dear Judge Wilson:

I am pleased to inform you that the Texas Indigent Defense Commission (TIDC) has awarded Burnet County a Formula Grant in the amount of \$36,965. The FY26 Formula Grant Statement of Grant Award is attached. The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Please note that Burnet County's FY26 Formula Grant award will be disbursed in a single payment in August 2026 instead of quarterly payments.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend Burnet County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at Grants@TIDC.Texas.Gov or 1-866-499-0656.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Cc: kglaeser@burnetcountytexas.org

Statement of Grant Award
FY26 Formula Grant

Date Issued:	August 25, 2026
Grant Number:	212-26-027
Grantee Name:	Burnet County
Program Title:	Formula Grant Program
Grant Period:	10/01/2025 - 9/30/2026
Grant Award Amount:	\$36,965

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation:

- The sum of \$15,000 plus;
- A calculation applied to the funds budgeted for FY2026 formula grants by the Commission based:
 - 50 percent on the County's percent of state population; and
 - 50 percent on the County's percent of statewide FY 2025 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY26 Formula Grant Program Request for Applications issued in September 2025, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
-

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

19.

Meeting Date: 09/08/2026

Subject

Discuss, consider, and take appropriate action regarding adopting the Taxpayer Impact Statement for FY27 as per H.B. 1522 as follows:

Burnet County, Texas 2026-2027 Taxpayer Impact Statement For Median-Valued Homestead Property Section 551.043(c), Texas Government Code

The following comparison is provided for the Median-Valued Homestead Property:

1. Current Fiscal Year Taxes: \$1,297.80
 2. Estimated Taxes under Proposal Budget: \$1,360.60
 3. Estimated Taxes under No-New Revenue Rate: \$1,267.23
- (Wilson)
-

Attachments

Proposed Taxpayer Impact Statement

Burnet County, Texas
2026-2027 Taxpayer Impact Statement For
Median-Valued Homestead Property
Section 551.043(c), Texas Government Code

The following comparison is provided for the Median-Valued Homestead Property:

1. Current Fiscal Year Taxes: \$1,297.80
2. Estimated Taxes under Proposal Budget: \$1,360.60
3. Estimated Taxes under No-New Revenue Rate: \$1,267.23

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: 09/08/2026

Subject

Discuss, consider, and take appropriate action regarding the recommendation and/ or direction of the Burnet County Salary Grievance Committee concerning salary grievances in accordance with Local Government Code Chapter 152.016(c).
(Wilson)

Attachments

Recommendation from Salary Grievance Committee
LOCAL GOVERNMENT CODE CHAPTER 152

Burnet County Salary Grievance Committee
Committee Meeting: Monday, August 31, 2026 at 8:30 am

Requests from:
Constable Precinct #1, Leslie Ray

Member	Vote Against	Vote For
Casie Walker, Burnet County District Clerk		✓
Eddie Arredondo, Burnet County Attorney		✓
DeAnne Fisher, Burnet County Tax Assessor Collector		✓
Karrie Crownover, Burnet County Treasurer		✓
Calvin Boyd, Burnet County Sheriff		✓
Vicinta Stafford, Burnet County Clerk		✓
Raymond Feeley, Burnet County Public Member		✓
Chelsea Wilson, Burnet County Public Member		✓
Lindsey Laquay Jr., Burnet County Public Member		✓

Recommendation: To increase the salary for Precinct #1
Constable, Leslie Ray, from the proposed \$90,555.29
to \$94,163.57 for FY 27.

Casie Walker, Burnet County District Clerk

Eddie Arredondo, Burnet County Attorney

DeAnne Fisher, Burnet County Tax Assessor Collector

Karrie Crownover, Burnet County Treasurer

Calvin Boyd, Burnet County Sheriff

Vicinta Stafford, County Clerk

Raymond Feeley, Burnet County Public Member

Chelsea Wilson, Burnet County Public Member

Lindsey Laquay Jr., Burnet County Public Member

Attested By:

County Judge Bryan Wilson

Casie Walker
Eddie Arredondo
DeAnne Fisher
Karrie Crownover
Calvin Boyd
Vicinta Stafford
Raymond Feeley
Chelsea Wilson
Lindsey Laquay Jr.
Bryan Wilson

Burnet County Salary Grievance Committee
Committee Meeting: Monday, August 31, 2026 at 8:30 am

Requests from:
Constable Precinct #3, Scott Davis

Member	Vote Against	Vote For
Casie Walker, Burnet County District Clerk		✓
Eddie Arredondo, Burnet County Attorney		✓
DeAnne Fisher, Burnet County Tax Assessor Collector		✓
Karrie Crownover, Burnet County Treasurer		✓
Calvin Boyd, Burnet County Sheriff		✓
Vicinta Stafford, Burnet County Clerk		✓
Raymond Feeley, Burnet County Public Member		✓
Chelsea Wilson, Burnet County Public Member		✓
Lindsey Laquay Jr., Burnet County Public Member		✓

Recommendation: To increase the salary of Precinct #3, Constable Scott Davis from the proposed \$90,555.29 to \$94,163.87 for FY 27.

Casie Walker, Burnet County District Clerk

Eddie Arredondo, Burnet County Attorney

DeAnne Fisher, Burnet County Tax Assessor Collector

Karrie Crownover, Burnet County Treasurer

Calvin Boyd, Burnet County Sheriff

Vicinta Stafford, County Clerk

Raymond Feeley, Burnet County Public Member

Chelsea Wilson, Burnet County Public Member

Lindsey Laquay Jr., Burnet County Public Member

Attested By:

County Judge Bryan Wilson

Casie Walker
E. Arredondo
DeAnne Fisher
Karrie Crownover
Calvin Boyd
Vicinta Stafford
Raymond Feeley
Chelsea Wilson
L. Laquay Jr.

Bryan Wilson

LOCAL GOVERNMENT CODE CHAPTER 152

Sec. 152.016. FUNCTIONS OF GRIEVANCE COMMITTEE IN RELATION TO

ELECTED OFFICERS.

(a) An elected county or precinct officer who is aggrieved by the setting of the officer's salary or personal expenses may request a hearing before the salary grievance committee before the approval of the county's annual budget. The request must:

- (1) be in writing;
- (2) be delivered to the committee chairman within five days after the date the officer receives notice of the salary or personal expenses; and
- (3) state the desired change in salary or personal expenses.

(b) The committee shall hold a public hearing not later than the later of the 10th day after:

- (1) the date the request is received; or
- (2) the date the commissioners court selects the public members of the committee.

(b-1) The chairman shall announce the time and place of the hearing.

(c) If, after the hearing, six or more of the members vote to recommend an increase in the officer's salary or personal expenses, the committee shall submit its recommendation to the commissioners court in writing. If six to eight members vote to recommend the increase, the commissioners court shall consider the recommendation at its next meeting. If nine members vote to recommend the increase and sign the recommendation, the commissioners court shall include the increase in the budget before the budget is filed and the increase takes effect in the next budget year.

(d) The committee's authority is limited to the consideration of increases in the salaries or personal expenses of county and precinct officers. The committee may not set policy of the county or add new items to a proposed county budget.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 326, Sec. 3, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 131, Sec. 3, eff. Jan. 1, 2004.

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: 09/08/2026

Subject

Acknowledgment of Receipt:

- (a) PEC Utility Connections - August 24, 2026;
- (b) PEC Utility Connections - August 31, 2026;
- (c) Confirmation of Cybersecurity and AI Training Certification;
- (d) Marble Falls Area EMS - Burnet County Update August 28, 2026;
- (e) TxDOT Certification of Burnet County Road Mileage.
(Wilson)

Attachments

Burnet County Report_08.24.26
Burnet County Report_08.31.26
2026 Cert Compliance CyberSecurity & AI Training
MFAEMS - Burnet County Update - August 28, 2026
TxDOT_Burnet_Certification



August 24, 2026

The Honorable Bryan Wilson
220 S. Pierce
Burnet, Texas 78611

Dear Judge Wilson:

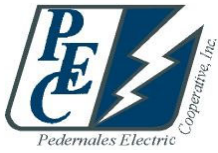
Pedernales Electric is required to comply with state statute Sec. 366.005. NOTICE OF UTILITY SERVICE CONNECTIONS.

(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

08/16/2026 to 08/22/2026 Run Date 08/24/2026

Liberty Hill

Burnet County

<u>District</u>	<u>County</u>	<u>Physical Address</u>	<u>City</u>	<u>Zip</u>
Liberty Hill	Burnet County	502 SOLAR DR	BURNET	78611
Liberty Hill	Burnet County	3200 E HWY 29 PAINT BLDG	BURNET	78611
Liberty Hill	Burnet County	131 STARGAZER DRIVE	LAMPASAS	76550
Liberty Hill	Burnet County	600 MOONLIGHT BEND - RAW WATER INTAKE	SPICEWOOD	78669
Liberty Hill	Burnet County	118 LIVE OAK RD -2ND HSE	BURNET	78611
Liberty Hill	Burnet County	3361 CR 211	BERTRAM	78605
Liberty Hill	Burnet County	498 CR 305	BURNET	78611
Liberty Hill	Burnet County	309 SOLAR DR	BURNET	78611
Liberty Hill	Burnet County	259 PRAIRIE POINT	BERTRAM	78605



August 31, 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

08/23/2026 to 08/29/2026 Run Date 08/31/2026

Liberty Hill

Burnet County

<u>District</u>	<u>County</u>	<u>Physical Address</u>	<u>City</u>	<u>Zip</u>
Liberty Hill	Burnet County	2023 CR 252	BERTRAM	78605
Liberty Hill	Burnet County	1024 SHIN OAK DR HSE	LAMPASAS	76550
Liberty Hill	Burnet County	1032 SHIN OAK DR	LAMPASAS	76550
Liberty Hill	Burnet County	804 PURPLE SALVIA CV	LIBERTY HILL	78642
Liberty Hill	Burnet County	172 HIGH RANGE DR L29	KINGSLAND	78639
Liberty Hill	Burnet County	195 HANNAHS WAY	BURNET	78611
Liberty Hill	Burnet County	3900 CR 219 MH	KILLEEN	76549

Confirmation of Cybersecurity and AI Training Certification STV-28710

1 message

Security Training Verification <txtrainingcert@dir.texas.gov>

Thu, Aug 20, 2026 at 1:01 PM

To: "TXTrainingCert@dir.texas.gov" <txtrainingcert@dir.texas.gov>, "sbullard@burnetcountytexas.org" <sbullard@burnetcountytexas.org>

This email serves as a written certification of Burnet County's compliance with cybersecurity and AI training, required under Government Code Sections 2054.5191, 2063.103, and 2063.104. Please save this confirmation for your entity's records as it is required to be included as part of the grant application under Government Code Section 772.012, or the state agency's strategic plan under Government Code Section 2056.002, as applicable.

This email confirms that you have successfully submitted the required annual Cybersecurity and Artificial Intelligence Training Certification for Fiscal Year 2026 for Burnet County.

ReportID: STV-28710

Email: sbullard@burnetcountytexas.org

Name: Shirley Bullard

Title: Human Resources Director

Organization Name: Burnet County

Organization Type: Local Government

Phone Number: (512) 756-5489

Fiscal Reporting Year: 2026

Percentage Cybersecurity Training Completion: 100%

Percentage AI Training Completion: 100%

(For School Districts, if provided) Were school district employees trained (in addition to the Cybersecurity Coordinator and elected/appointed officials who have access to local government systems and, for AI training, use a computer to perform 25% of their duties)?

Certification Statement

- If a local government, my organization is in compliance with the employee security awareness and AI training requirements of Sections 2054.5191 and 2063.103, Government Code;
- If a school district, my district is also in compliance with Section 11.175(g), Education Code;
- If a state agency, my agency is in compliance with the employee security awareness and AI training requirements of Sections 2054.5191 and 2063.103, Government Code and the contractor security awareness training requirements of Section 2063.104, Government Code.

AND

- My organization is in compliance with the internal review requirements of Sections 2054.5191 and 2063.103, Government Code; and
- I am authorized by my organization to submit this certification.

I certify that the information I have submitted is true and complete. I understand that knowingly submitting information that is not true and complete may result in civil or criminal penalties. I acknowledge that submitting this form satisfies the reporting requirements specified under Sections 2054.5191, 2063.103 and 2063.104, Government Code (if applicable).

Date Submitted: August 20, 2026



MARBLE FALLS AREA EMS

BURNET COUNTY UPDATE
AUGUST 28, 2026



**Marble Falls Area EMS
Call Information
Jul-26**

Burnet County	Priority 1 #	Priority 1 Response	Priority 2 #	Priority 2 Response	Priority 1 & 2 #	Priority 1 & 2 Response	On Scene
Burnet County Z 1	24	10.23	4	11.05	28	10.36	23.04
Burnet County Z 4	16	7.97	2	4.88	18	7.78	23.83
Hoover Valley VFD	10	10.91	0	#DIV/0!	10	10.91	29.21
Burnet County Totals	50	9.55	6	9.81	56	9.58	24.07
Medic 21 - Marble Falls	18						
Medic 22 - Marble Falls	9						
Medic 23 - Marble Falls	0						
Medic 24 - Granite Shoals	26						
Medic 25 - Reserve	0						
Medic 26 - HSB Station 1	4						
Medic 27 - HSB Station 2	0						
Medic 28 - Spicewood	0						
Command Only	0						
Total Medic Unit Responses	57						
Total Calls Transported	37	66.07%					
Total Calls Not Transported	19	33.93%			# Of Calls - Multiple Unit Response		1

	#	%
Baylor Scott & White Marble Falls	30	81.08%
Seton Highland Lakes	4	10.81%
Llano Regional	1	2.70%
Saint Davids Round Rock	0	0.00%
Heart Hospital of Austin	0	0.00%
South Austin Medical Center	0	0.00%
Seton Medical Center	0	0.00%
Seton Medical Williamson	0	0.00%
Dell Seton Medical Center	2	5.41%
Dell Children's Hospital	0	5.41%
Dell Children's Medical Center North	0	0.00%
Baylor Scott and White Lakeway	0	0.00%
Baylor Scott and White Round Rock	0	0.00%
McLane Children's Hospital	0	0.00%
Cedar Park Regional	0	0.00%
Texas Children's Hospital	0	0.00%
Total Patients Transported	37	78.72%
Total Patients Not Transported	10	21.28%
Total Patient Contacts	47	100.00%

Patients - Male	23
Patients - Female	24
Patients - Total	47
Average Patient Age	57.0
Non-Emergent Transport	34
Emergent Transport	3
Total Transports	37
Air Medical Transports	2

Marble Falls Area EMS
Unincorporated Burnet County Extended Responses
Jul-26

Pickup	Zone	DOS	Dispatched	MF On Location	Priority 1 Response	Priority 2 Response	Extended Response
Sanchez Circle	Burnet County Z 4	7/31/2026	14:57:27	15:18:42	21.25	-	Extended response due to M26 responding as closest unit

Priority 1
20 Minutes +
50
1

Priority 2
35 Minutes +
6
0

Marble Falls Area EMS

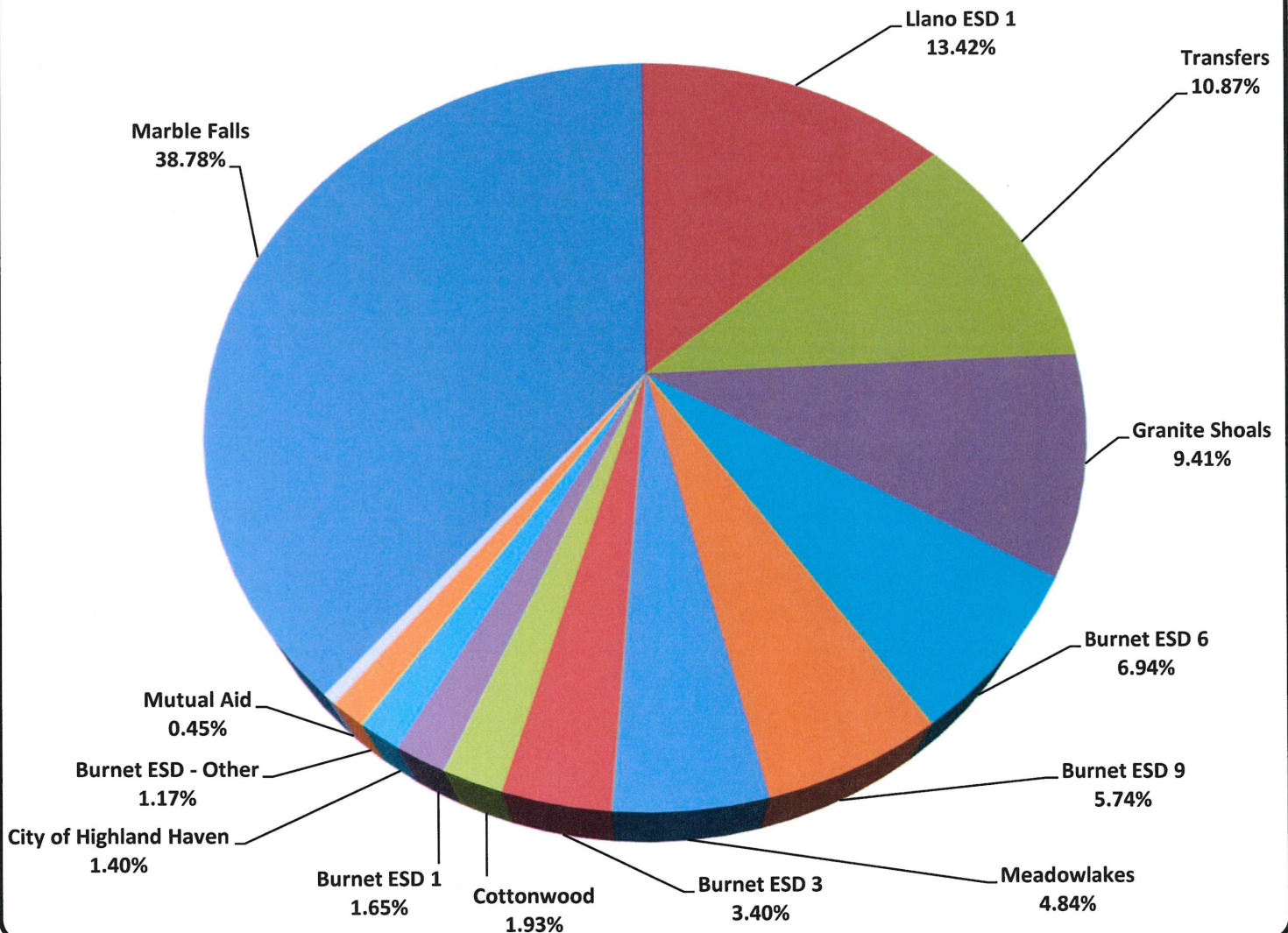
Call Volume Location

FY - 2026

Marble Falls	1884	38.78%
Llano ESD 1	652	13.42%
Transfers	528	10.87%
Granite Shoals	457	9.41%
Burnet ESD 6	337	6.94%
Burnet ESD 9	279	5.74%
Meadowlakes	235	4.84%
Burnet ESD 3	165	3.40%
Cottonwood	94	1.93%
Burnet ESD 1	80	1.65%
City of Highland Haven	68	1.40%
Burnet ESD - Other	57	1.17%
Mutual Aid	22	0.45%
Total	4858	100.00%

City of Marble Falls
Horseshoe Bay Llano County Area
BSWMF / SHL / Other
City of Granite Shoals
Marble Falls VFD Area
Spicewood VFD Area
City of Meadowlakes
Unincorporated Granite Shoals
City of Cottonwood Shores
Horseshoe Bay Burnet County Area
City of Highland Haven
Other Burnet County / ESD's / City of Burnet
Mutual Aid Responses

October 2025 - July 2026





August 28, 2026

Dear Judge Bryan Wilson ,

Thank you for certifying the county road mileage for Burnet County. With your signature below, you have certified that Burnet County's mileage of 480.85 is correct. The Texas Department of Transportation, and any delegates you may have assigned to make updates, will also receive this mileage certification letter.

Bryan Wilson

CRI App Signed at 8/28/2026 6:36:35 am

Sincerely,

Michael Chamberlain

Transportation Planning and Programming Division

Director of Data Management

TPP_CRI@txdot.gov

(512) 851-9039