



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.

SPECIAL SESSION MEETING DATE: Thursday AUGUST 13, 2026

MEETING TIME: 9:00 a.m.

MEETING PLACE: Agrilife Auditorium located at 607 N Vanderveer St, 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 addressed by the commissioners court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Discuss, consider, and take appropriate action regarding a burn ban for the unincorporated areas of Burnet County. (Wilson)
5. Discuss, consider, and take appropriate action to accept the designation of Ed Hashbarger as the Burnet County Emergency Management Coordinator, by the Burnet County Judge as Emergency Management Director, pursuant to Texas Government Code Chapter 418. (Wilson)
6. Discuss, consider, and take appropriate action to authorize the purchase of a new departmental transport van for the Burnet County Jail using existing, previously allocated capital outlay funds within the Jail's FY2026 budget in an amount not to exceed \$116,397 and select from vendors approved by County Purchaser. (Wilson)
7. Discuss, consider, and take appropriate action to manage the Enterprise Justice Case Management System operations and contract:
 - (a) Designate the Project Manager and Government Compliance Coordinator continue as Tier 1

support for all County offices and departments to serve as the County's designated contact authorized to communicate with Tyler Technologies support staff for routine maintenance and system support;

- (b) Formally designating Burnet County District Clerk and Burnet County County Clerk as primary contacts responsible for all operational decisions, coordination, and local system support regarding Tyler Technologies Odyssey System; or
- (c) Adding a Tyler Technologies Administrator/Technical Support Analyst position.

(Wilson/ Collier)

8. Discuss, consider, and take appropriate action to approve, sign, and execute all necessary documents and actions regarding the following contracts, agreements or grants to be approved and/or ratified:
 - (a) Authorize execution of the First Amendment to the Interlocal Cooperation Agreement between Bexar County and Burnet County for Inmate Services extending the contract term through June 24, 2026; and
 - (b) Authorize submission of an application for the FY27 Friends of the NRA State Grant Fund in an amount of up to \$5,000, with no County match required, for the Burnet County Sheriff's Office to purchase ammunition.(Wilson)
9. Discuss, consider, and take appropriate action regarding the tax rates, including the FY27 Voter-Approval Tax Rate and No-New-Revenue Tax Rate, and the use of fund balance in the proposed FY27 budget, for the following funds:
 - a. General Fund;
 - b. County Special Road & Bridge; and
 - c. Debt Service.(Wilson)
10. Discuss, consider, and take appropriate action regarding the development and calculation of the proposed FY27 Burnet County budget, including the following:
 - I. All Department-Specific Budget Requests;
 - II. Appointed Officials' Salaries;
 - III. Employees' Salaries:
 - (a) Cost of Living Adjustment (COLA);
 - (b) Step and Grade Structure Increase;
 - (c) Proposed New Positions;
 - (d) Proposed Changes in Grades;
 - IV. Further Discussion of the Proposed FY27 Budget:
 - (a) General Fund;
 - (b) Other Funds;
 - (c) Grants;
 - (d) Road and Bridge Fund;
 - (e) Debt Service Fund;
 - (f) Special Projects Fund;
 - V. Review of Reserves and other Special Funds;
 - VI. Review of Revenues and Funds:
 - (a) Review of all revenues comprising the Burnet County Budget; and
 - (b) Review of current fund balances.(Wilson)
11. Discuss, consider, and take appropriate action regarding Burnet County Elected Official salaries for the FY27 proposed budget and authorize publication to the local newspapers, website, and other sources of availability. (Wilson)
12. Discuss, consider, and take appropriate action - by record vote - to propose the FY27 tax rate. (Wilson)

13. Discuss, consider, and take appropriate action on setting September 8, 2026 at 9:30, or another date and time as determined by Commissioners Court, to hold a public hearing on the FY27 tax rate, if applicable. (Wilson)
14. Discuss, consider, and take appropriate action on setting September 8, 2026 at 9:30, or another date and time as determined by Commissioners Court, to adopt the FY27 tax rate. (Wilson)

15. Discuss, consider, and take appropriate action on setting September 8, 2026 at 9:30, or another date and time as determined by Commissioners Court, to adopt the FY27 budget. (Wilson)
16. Discuss, consider, and take appropriate action regarding making modifications to the Burnet County Budget Policy:
 - I. Section VII - Fleet Policies:
 - 1a. Miles
 - i. Active Law Enforcement (Pursuit Vehicles) - 150,000;
 - ii. Other Law Enforcement (Command, Bailiff, Investigator, Transport Vehicles) - 175,000; and
 - II. County vehicles are not permitted to be taken home unless prior approval by Commissioners Court...
(Wilson)
17. Discuss, consider, and take appropriate action regarding making modifications to the Burnet County Personnel Policy & Employee Handbook:
 - (a) 7.06 County Vehicles Usages - General Guidelines - Commute vehicles policies and rules.
(Wilson)
18. Acknowledgment of Receipt:
 - (a) ESD7 Resolution Regarding ONCOR Transmission Lines.
(Wilson)
19. Calendar Review.
20. Adjournment

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

Posted by 5:00 o'clock P.M. on the 7th day of August, 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

Special Session

6.

Meeting Date: 08/13/2026

Subject

Discuss, consider, and take appropriate action to authorize the purchase of a new departmental transport van for the Burnet County Jail using existing, previously allocated capital outlay funds within the Jail's FY2026 budget in an amount not to exceed \$116,397 and select from vendors approved by County Purchaser. (Wilson)

Attachments

Sam Pack's Five Star Ford
Silsbee
Caldwell
Sam Pack's

TOTAL PURCHASE PRICE INCLUDING ADMIN FEE	\$80,575.16
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PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

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

End User: BURNET COUNTY

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL

Product Description: FORD TRANSIT VAN CARGO

Date: July 13, 2026

A. Bid Item: _____

A. Base Price: \$ **52,535.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W1Y	2027 TRANSIT 350 VAN RWD	\$ -	101A	XL ORDER CODE	
	148" LONG WHEEL BASE	\$ 1,995.00		NO WINDOWS	
998	3.5L V6 GAS	\$ -	58G	Driver Controlled Front/Rear Aux A/C & Heater	\$ 860.00
	POWER WINDOWS AND LOCKS	\$ -	51D	SPARE TIRE	\$ 300.00
	SYNC	\$ -			
	SLIDING PASSENGER DOOR	\$ -			
	LOW ROOF	\$ -			

Total of B. Published Options: \$ **3,155.00**

Published Option Discount (5%) \$ **(143.25)**

C. Additional Options

\$= 43.2 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE	\$ -
DANA 636387-A	\$ 24,044.00	INTERIOR- 21G VINYL	
		BACK UP CAMERA	INC
		ORDER BANK OPEN NOW***	

90 day

		Total of C. Unpublished Options:	\$ 24,044.00

D.	Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ 450.00
E.	Lot Insurance (for in-stock and/or equipped vehicles):		\$ -
F.	Contract Price Adjustment:		
G.	Additional Delivery Charge:	<u>350</u> miles	\$ 700.00
H.	Subtotal:		\$ 80,740.75
I.	Quantity Ordered	<u>1</u> x K =	\$ 80,740.75
J.	Trade in:		\$ -
K.			
L.	Total Purchase Price		\$ 80,740.75

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	636387-B
Customer No.	BURNETCO

Bill To
BURNET COUNTY 1601 E Polk St BURNET, TX 78611 United States

Ship To
(For Pickup - RROC) ROUND ROCK WAREHOUSE 598 GREENHILL DRIVE ROUND ROCK, TX 78665

Contact: Sgt. Joshua Swain
Telephone: 361-834-2729

Contact: Timothy Mulligan
Telephone: 512-610-6261, EXT

E-mail: jswain@burnetsheriff.com;invoices@burnetcount

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/09/26	UPS GROUND FREIGHT			QUOTED FREIGHT		NET30	
Entered By			Salesperson		Ordered By		Resale Number
Braydon Joslin			BRAYDON JOSLIN ROUND		Matt Kimbler		74-6000-454
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO TIPS USA CONTRACT # 240102 Warehouse: RROC			0.0000	0.00
1	1	N	INFO VEHICLE INFORMATION: 2026 FORD TRANSIT LOW ROOF Warehouse: RROC 148" Wheelbase			0.0000	0.00
1	1	Y	PT-F05-120-3 HAV PT, 120", 50"H, [3]COMP, TRNST, 15-25, Warehouse: RROC Prisoner Transport Insert For 2015-2025 Ford Transit Low Roof long length 148" WB Cargo Van			20,094.0000	20,094.00
1	1	Y	MSRP: \$30,141.00 INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			75.0000	75.00
23	23	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC			120.0000	2,760.00

Print Date	07/27/26
Print Time	05:11:46 PM
Page No.	1

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including continued rain, heavy winds, floods, earthquakes, tornados, hail or similar weather events.

Continued on Next Page

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0045

Sales Quote No.	636387-B
Customer No.	BURNETCO

Bill To
BURNET COUNTY 1601 E Polk St BURNET, TX 78611 United States

Ship To
(For Pickup - RROC) ROUND ROCK WAREHOUSE 598 GREENHILL DRIVE ROUND ROCK, TX 78665

Contact: Sgt. Joshua Swain
Telephone: 361-834-2729

E-mail: jswain@burnetsheriff.com;invoices@burnetcoun

Contact: Timothy Mulligan
Telephone: 512-610-6261, EXT

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method		
07/09/26	UPS GROUND FREIGHT		QUOTED FREIGHT		NET30		
Entered By		Salesperson		Ordered By	Resale Number		
Braydon Joslin		BRAYDON JOSLIN ROUND		Matt Kimbler	74-6000-454		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days				

Print Date	07/27/26
Print Time	05:11:46 PM
Page No.	1

Subtotal	22,929.00
Freight	1,115.00
Order Total	24,044.00

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.

CALDWELL COUNTRY FORD dba ROCKDALE COUNTRY FORD

479 W US HWY 79 ROCKDALE, TEXAS 76567

Buy Board 724-23

End User:	BURNET COUNTY	Caldwell Rep:	Cesar Leyva
Contact:	Matt Kimbler	Phone:	713-204-4572
Phone/Email:	mkimbler@burnetsheriff.com / 512-755-4931	Date:	07/16/2026
Product Desc.:	2027 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD	Email:	cleyva@usaautomotivepartners.com

A. Bid Series:	130 FORD T250 TRANSIT CARGO VAN HR	A. Base Price:	\$85,930.00
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B. Published Options [Itemize each below]

Quote Number: QUO-06392-Y1G9Z0

Code	Model Vehicle	
W1Y	2027 Ford Transit Cargo Van (W1Y) T-350 148" Low Rf 9500 GVWR RWD	
Code	Options	Bid Price
57G	Driver Controlled Front/Rear Aux A/C & Heater	\$0.00
86F	2 Additional Keys (4 Total)	\$0.00
998	Engine: 3.5L PFDi V6	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
X73	3.73 Axle Ratio	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
51D	Spare Tire & Wheel	\$0.00
101A	Order Code 101A	\$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
Total of B. Published Options		\$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price
Total of C. Unpublished Options	\$0.00

D. Registration & Title Paperwork:	\$0.00
E. Upfitter/Quote Number: CAP FLEET - BELTON	\$29,767.00
F. Delivery ETA: 90- 120 DAY AFTER ORDER BANK OPENS+UPFIT LEAD TIME	
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$0.00
I. Contract Price Adjustment:	\$0.00
J. Additional Delivery Charge (100 miles):	\$300.00
K. Subtotal:	\$115,997.00
L. Quantity Ordered 1 x K =	\$115,997.00
M. Trade in:	\$0.00
N. Coop Fee per purchase order:	\$400.00
O. Total purchase price with Co-Op Fee:	\$116,397.00

**CAP FLEET**2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959Date **07-14-2026**
Quote # **CAPQ-113315****Name / Address**Burnet County Sheriff's Office
PO Box 1249, Burnet, Texas 78611**Ship To:**

Burnet County Sheriff's Office

1601 East Polk Street, Burnet, Texas 78611

Salesperson:	Mike Sullivan
Email:	dmarchio@burnetcountytexas.org
Contact Name:	Derek Marchio

Year:	2026
Make:	Ford
Model:	TRANSIT

Job Description: ***buy board #698-26***

Summary

Per Vehicle Subtotal	\$29,767.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$29,767.00

Vehicles Quoted 1

Grand Total \$29,767.00**This quote is valid for 30 days. Parts availability and pricing are subject to change after 30 days from quote date. Any communicated lead time or production date(s) are indicative only and will be confirmed once approval and PO is received.**

By signing below, providing written or electronic consent, or issuance of a Purchase Order (PO), I hereby acknowledge that I have reviewed and approve all items as set forth herein. Any changes, after acceptance, may result in additional charges and may result in changes to production and delivery schedule. I authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle. Cancellations, after acceptance, are subject to a 25% restocking fee. In addition to a 25% restocking fee, charges for custom items, including but not limited to, custom ordered parts, paint, graphics, tint or shipping charges, shall be the full responsibility of the buyer.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

Date **07-14-2026**
Quote # **CAPQ-113315**



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
PRISONER TRANSPORT EQUIPMENT		
1	PT-F05-120-3	PRISONER TRANSPORT INSERT FOR 2015-2026 FORD TRANSIT LOW ROOF LONG LENGTH 148" WB CARGO VAN
1	PT-A-503	FORD TRANSIT PRISONER TRANSPORT VENT ADAPTER KIT
1	PT-A-506	PRISONER TRANSPORT HOSE GUARD KIT TO BE USED WITH PT-A-503 VENT ADAPTOR KIT FOR 2015-2025 FORD TRANSIT

QTY	Part #	Description
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY
1	SHIPPING	SHIPPING
1	LABOR	LABOR
1	DEALER	DEALER PREP
1	PROGFEE	PROGRAMMING FEE
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT
1	SHOP SUPPLIES	SHOP SUPPLIES
1	WIRING HARNESS	WIRING HARNESS

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner

BuyBoard - 724-23

End User: Burnet County Sheriff's Office

Sam Pack's Rep: ALAN ROSNER

Contact: Matt Kimbler

Date: 7/16/2026

Contact TN/Email mkimbler@burnetsheriff.com

PHONE # 512-715-8600/512-755-4931

Product Description: 2024 NEW FORD TRANSIT PASSENGER Mid Roof

Exterior Color /
Interior **WHITE**

A. Bid Line # 135

Base Price: \$ 48,595.00

B. Published Options (Itemize Each Below)

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic Transmission	INCLUDED	16E	VINYL FLOOR F/R	\$ 245.00
	Air Conditioning	INCLUDED		148 WB	INCLUDED
	Power Group	INCLUDED		TINT	\$ 695.00
	FRONT OVER HEAD SHELVING	\$ 75.00			
	2YR STATE INSPECTION	INCLUDED			
	REAR VIEW CAMERA	INCLUDED			
	DARK PALAZZO vinyl INTERIOR	INCLUDED			
	CRUISE	\$ 375.00			
	BACK UP ALARM	\$ 395.00			
	3.5L V6	INCLUDED			
	DAUL BATTERY	\$ 275.00			
	DAYTIME RUNNING LIGHTS	\$ 45.00			

Total of B. - Published Options \$ 2,105.00

C. Dealer Published Options

Code	Description	Bid Price	Code	Description	Bid Price
Jail Van 2	2 Partitions - Secure Windows/Doors	\$ 19,224.00		DRIVER AND PASSENGER IN FRONT PLUS 9 IN THE REAR	
	PARTITION FRONT AND SECOND ROW				
	WINDOW GUARDS ALL AROUND				
	SAFTEY VISION CAMERA SYSTEM				
	RUNNING BOARDS				
	2.5LB FIRE EXT/FIRST AID KIT				
	TRIANGLE REFLECTOR KIT				
	DISABLE SECURE DOORS				
	LABOR AND SUPPLIES				

Total of C. - Dealer Published Options \$ 19,224.00

D. Off Menu Options

Code	Description	Bid Price	Code	Description	Bid Price
	2024 Price Reduction	-\$2,600.00			

Total of D. - Off Menu Options -\$2,600.00

Delivery Charges 204 Miles @ \$1.49/mile

Floorplan Expense

60 Days

\$5.76 Per Diem

Lot Insurance Expense

60 Days

\$5.76 Per Diem

Manufacturer Delivery Fee

Total Each

Quantity Ordered 1 X F =

Administrative Fee

Trade In Allowance - Non-Equipment debits and credits

TOTAL PURCHASE PRICE INCLUDING ADMIN FEE

\$ 303.96

\$ 345.60

\$ 345.60

\$ 1,795.00

\$ 70,114.16

\$ 70,114.16

\$ 400.00

\$70,514.16

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

Special Session

7.

Meeting Date: 08/13/2026

Subject

Discuss, consider, and take appropriate action to manage the Enterprise Justice Case Management System operations and contract:

- (a) Designate the Project Manager and Government Compliance Coordinator continue as Tier 1 support for all County offices and departments to serve as the County's designated contact authorized to communicate with Tyler Technologies support staff for routine maintenance and system support;
 - (b) Formally designating Burnet County District Clerk and Burnet County County Clerk as primary contacts responsible for all operational decisions, coordination, and local system support regarding Tyler Technologies Odyssey System; or
 - (c) Adding a Tyler Technologies Administrator/Technical Support Analyst position.
- (Wilson/ Collier)
-

Attachments

20260813_Project Manager_Government Compliance Coordinator_Modified
Tyler Technologies Contract

Project Manager & Government Compliance Coordinator

General Information

- **Department:** County Judge
- **Reports To:** Commissioners court via County Judge
- **Classification:** Program Specialist - Group 69 (exempt)
- **Occupational Category:** Program Management

General Description

Performs advanced project management work, involving initiation, planning and coordinating of county-wide, precinct specific and other office and department projects; monitors the progress and schedule of projects; and communicates with project stakeholders, office holders, management, vendors, agencies, the public and other relevant parties. Coordinates the various elements of contract completion, maintaining records, verify invoices and communicates progress or violations to commissioners court, auditor, and others to ensure action.

Performs federal and state law (e.g., ADA, Title VI, TxGC 469, etc....) compliance analysis work involving examining, evaluating, monitoring records, programs, policies, documents, and/or contracts to ensure Burnet County's conformity with laws, rules, and regulations; and conducting inspection and analysis activities. Provide notices to county officials and department heads and coordinates responses required by rule or law.

Manages and assists in administrative support for commissioners court including recordkeeping and information management control. May assign and coordinate duties and responsibilities and coordinate the work of project staff, contractors, and other needed to complete required tasks.

Operates under limited supervision with considerable latitude for the use of initiative and independent judgment. Responsibilities include simultaneously managing multiple complex initiatives, tracking budgets and milestones, serving as the primary point of contact for the County's ADA compliance efforts, and overseeing the self-evaluation and Transition Plan processes. Provides regular reports to local, state and federal agencies on compliance and progress toward compliance.

Provides software support for Enterprise Justice (EJ) Case Management System. Serves as the primary point of contact with the software vendor, ensures compliance with Enterprise Justice policies and procedures for all users, and coordinates system support, user administration, and troubleshooting.

Performs other duties as assigned

Essential Responsibilities and Duties

Program & Project Management

- **Execution & Monitoring:** Plans, prioritizes, documents and manages multiple agency projects simultaneously; reports actual project progress against planned milestones to identify trends, variances, and resource gaps.
- **Financial & Technical Analysis:** Tracks, compiles and distributes status reports, project schedules, and budget expenditure data; creates and maintains detailed cost estimates; reviews and analyzes construction documents and technical specifications. Notifies vendors of non-compliance with contract or PO requirements. Reports corrective action recommendations to department heads, commissioners court, affected elected officials and the County Auditor.
- **Administrative Governance:** Maintains comprehensive project files from pre-project stages through final closeout; develops program policies, procedures, standards, manuals, and training in accordance with county goals.
- **Data-Driven Improvements:** Analyzes performance data, legislation, and service delivery methods to ensure program compliance; recommends corrective actions and implements improvements to resolve technical or programmatic bottlenecks.

ADA Coordination & Compliance

- **Regulatory Oversight:** Coordinates county-wide compliance with federal, state, and local disability and civil rights related laws; analyzes variations within programs to develop action plans for physical and programmatic barrier removal.
- **Transition & Self-Evaluation:** Oversees the execution of the federal and state Self-Evaluation and Transition Plan, tracking progress and coordinating risk and compliance activities across departments.
- **Grievance & Resolution Management:** Administers the ADA Grievance Procedure, independently investigating complaints of alleged discrimination in County services, programs, or facilities. Supports Courts and other elected officials as needed.
- **Community & Liaison Leadership:** Facilitates the ADA Liaison Committee; serves as a specialist liaison to staff, government agencies, community organizations, and the general public to explain program requirements and resolve accessibility issues.
- **Reporting:** Submit reports to federal and state agencies as required. Report to commissioners court on all instances where violation may result in potential loss of state and federal funds. Maintain access to reporting compliance.
- **Public Notice & Accessibility Support:** Ensures appropriate public notices under the ADA are posted digitally and physically; assists staff and the public in fulfilling requests for auxiliary aids, alternative formats, and assistive technologies.

EDUCATION REQUIREMENTS

- Graduation from an accredited four-year college or university (Experience and education may be substituted for one another).
- Degree in public administration, business administration, project management, or a degree related to STEM is preferred.

EXPERIENCE AND SKILLS

- **Experience:** Experience in management, project management, regulatory compliance administration, county government operation or a field directly related to the program.
- **Knowledge:** Advanced understanding of project management, budget processes, third-party

vendor evaluation, and management techniques. Familiarity with local, state, and federal laws compliance related to job activities.

- **Skills:** Proficiency in project monitoring software, computer applications, and data correlation. Strong skill in analyzing complex statistical/performance information, identifying indicators of program success, and exercising sound judgment in critical decision-making.
- **ADA Expertise:** Knowledge of alternative formats, digital accessibility technologies (e.g., screen readers), and physical barrier assessments.

Physical Demands and Special Conditions

- **Environment:** Work is typically performed at a desk but requires active operational mobility, including walking, standing, stooping, and light lifting.
- **Vision/Hearing:** Must possess specific vision abilities for close-up and distance work (such as reviewing blueprints or technical documents) and be able to communicate effectively through speech and hearing.
- **Travel:** Requires travel between various County buildings and facilities—occasionally in inclement weather—as well as attendance at professional conferences or specialized compliance trainings.
- **Licensing:** Must possess and maintain a valid Texas Driver's License and personal automobile liability insurance.
- **Overtime/Schedule:** Position may require working non-standard hours, including nights or weekends, to meet critical project milestones, respond to urgent compliance matters, or attend committee deadlines.



**Software as a Service and
Professional Services Agreement**

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Burnet County, Texas (the "Client").

Background

Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

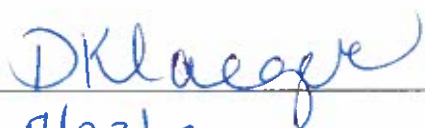
- Schedule 1. – Investment Summary
- Exhibit A. – General Terms & Conditions
- Exhibit B. – Service Level Terms and Conditions
- Schedule B-1. – Application Availability Period Service Level

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

CLIENT

Signature: 

Signature: 

Date: 7/30/2013

Date: 7/23/13

Name: Bruce Graham

Name: D K Laeger

Title: President – Tyler Courts & Justice Solutions

Title: Burnet Co Judge

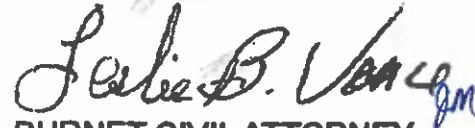
Address: 6500 International Parkway, Suite 2000

Address: 220 S Pierce

Plano, Texas 75093

Burnet, TX 78611

REVIEWED BY:


BURNET CIVIL ATTORNEY

DATE: 7/19/2013



Software as a Service and Professional Services Agreement

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Burnet County, Texas (the "Client").

Background

Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – General Terms & Conditions
- Exhibit B. – Service Level Terms and Conditions
- Schedule B-1. – Application Availability Period Service Level

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.

CLIENT

Signature: Bruce Graham

Signature: DKlaeger

Date: 7/30/2013

Date: July 23, 2013

Name: Bruce Graham

Name: DKlaeger

Title: President – Tyler Courts & Justice Solutions

Title: Burnet Co. Judge

Address: 6500 International Parkway, Suite 2000

Address: 220 S. Pierce

Plano, Texas 75093

Burnet, Tx
78611

(Schedule 1)
Investment Summary

Software Licenses and ASP Fee			
Hosting Term		Contract Term	
5 years from commencement of SaaS Fee initiation		Commencing on Effective Date	
SaaS Fee Payments		SaaS Fee Annual Amount	
As provided in Section 3 of Exhibit A		See Schedule Below	
Software Licenses			
Odyssey Online - Licensed Software	No. Users	Cost/User per Month	SaaS Fee (Annual)
Odyssey Case Manager -Enterprise	57	\$ 125.00	\$ 85,500
Odyssey Attorney Manager	27	\$ 125.00	\$ 40,500
Odyssey Check Manager	2	\$ 125.00	\$ 3,000
Odyssey Supervision	8	\$ 125.00	\$ 12,000
Odyssey Law Enforcement & Jail Manager	47	\$ 125.00	\$ 70,500
Odyssey Law Enforcement & Jail Manager (shift users)	66	\$ 62.50	\$ 49,500
CJIS Reporting			Included
Public Access- Basic			Included
LiveScan			\$ 1,000
TDEX & VINES			Included
Tyler Jury	3	\$ 125.00	\$ 4,500
Total Users	210	Base Annual Fee	\$266,500
Discount applied and resulting Annual SaaS Fees are as follows:		Year 1	\$167,880
		Year 2	\$172,880
		Year 3	\$177,880
		Year 4	\$182,880
		Year 5	\$187,880
Embedded Third Party Software			
None			
Implementation Services			
Professional Services			
T&M Services	Hours	Rate	Cost
Project Management	16	\$ 170.00	\$ 2,720
Setup, Configuration, & Consulting	52	\$ 155.00	\$ 8,060
Go-Live Assistance	52	\$ 145.00	\$ 7,540
Subtotal T&M Services			\$18,320
Estimated Travel Expenses			\$902
Total Implementation Services			\$19,222

(Exhibit A)
General Terms and Conditions

1. CERTAIN DEFINITIONS

- 1.1. Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any Tyler holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.
- 1.5. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.
- 1.6. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.
- 1.7. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.
- 1.8. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".
- 1.9. Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.
- 1.10. Investment Summary means the summary of fees and services set forth on Schedule 1.
- 1.11. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.
- 1.12. Licensed Property means the Licensed Software and the Documentation.
- 1.13. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.
- 1.14. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.
- 1.15. Party means, individually, Tyler and Client.
- 1.16. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.
- 1.17. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.18. Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B.
- 1.19. T&M means time and materials.
- 1.20. Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and

such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.21. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.22. Tyler Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed, or otherwise existing in, on or about Tyler's premises or Client's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Tyler Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by Client in breach hereof; (b) becomes available to Client on a non-confidential basis from a source other than Tyler, which is not prohibited from disclosing such information by obligation to Tyler; (c) is known by Client prior to its receipt from Tyler without any obligation of confidentiality with respect thereto; or (d) is developed by Client independently of any disclosures made by Tyler.

1.23. Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY CLIENT ACCESS TO THE LICENSED PROPERTY IF CLIENT FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2. User Licenses. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

2.3. Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense,

transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4. Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. **FEES AND INVOICING**

3.1. SaaS Fee. Tyler shall invoice Client for the SaaS Fee beginning upon Client's being provided access to a Tyler-hosted environment and annually in advance thereafter. Client shall make payment in accordance with Section 3.4. Upon commencement of SaaS fee invoicing, Maintenance and Support fees shall stop with regard to any Tyler legacy products being replaced and discontinued hereby.

3.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4.

3.3. Expenses. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4. Invoice and Payment. Tyler shall invoice Client for professional services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.5. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

4. **PROJECT IMPLEMENTATION**

4.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by

Client which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2. Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

4.3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. **INSTALLATION OF THE LICENSED SOFTWARE**

Tyler shall use commercially reasonable efforts to promptly install the Licensed Software on Tyler's Servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Client.

6. **VERIFICATION OF THE LICENSED SOFTWARE**

6.1. Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof, which shall be Client's sole right and remedy against Tyler.

6.2. Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud.

6.3. Use. Notwithstanding anything to the contrary herein, Client's use of the Licensed Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

7. **TRAINING**

To the extent that training services are included in Schedule 1, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 1. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. **MAINTENANCE AND SUPPORT SERVICES**

8.1. Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software or Client's use, whichever occurs first, Tyler shall provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

- 1.1. Terms Not Defined. Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").
- 1.2. Application Availability Period has the meaning set forth in Schedule B-1.
- 1.3. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.
- 1.4. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.
- 1.5. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.
- 1.6. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.
- 1.7. Operational Maintenance Window has the meaning set forth in Schedule B-1.
- 1.8. Service Level 1 Defect Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchasers remote locations; (c) systemic loss of multiple essential system functions.
- 1.9. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.
- 1.10. Service Level 3 Defect means a Priority 1 Defect with an existing Circumvention Procedure, or a Priority 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.
- 1.11. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.
- 1.12. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.
- 1.13. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. CLIENT RESPONSIBILITIES

- 2.1. Documenting Defects. Client must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training, Client-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue that Client requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 6.

- 2.2. Training. Except as provided in Exhibit A, Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

3. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

3.1. Application Availability

- (a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule B-1.
- (b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure (as set forth in Exhibit A, Section 17.14).

3.2. Operations Support; Procedures for Reporting Downtime

- (a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure after normal Business Hours.
- (b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

3.3. Credit for Downtime

- (a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.
- (b) Client shall earn a credit towards the next annual payment as follows:
- (i) if the average percentage of Downtime during the prior quarter is less than 4%, no Downtime credit shall be earned;
 - (ii) if the average percentage of Downtime during the quarter is between 4% and 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 3% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due; and
 - (iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 5% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due.
- (c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated annual SaaS Fee for any one quarter.

4. TYLER RESPONSIBILITIES – HELP DESK

Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for general application assistance.

5. TYLER RESPONSIBILITIES –DOCUMENTED DEFECTS

5.1. General Services for Reporting Documented Defects.

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Priority and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

5.2. Service Level 1 Defects Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

5.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state

5.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state..

5.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

5.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or

obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

5.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and
- (c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

6. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

7. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a software as a service agreement.

8. THIRD PERSON SOFTWARE

8.1. Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.

8.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

8.3. Costs. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

[Remainder of this page intentionally left blank]

(Schedule B-1)
Application Availability Period Service Levels

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance.	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday Total of 164 hours per week.
Operational Maintenance Window	The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period. The Application maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and so forth. If an Odyssey application hot fix must be performed outside the Application maintenance period and impacts application availability, Tyler will provide 24-hour notice to the Client.	06:00 a.m. to 10:00 a.m. Central Time Sunday.
Backups	Nightly backups of the following files will be completed: production databases, images, forms, and other documents. Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents. Back-up media will be cycled off-site nightly to a fireproof vault. Nightly backups are stored offsite.	Nightly

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

Special Session

8.

Meeting Date: 08/13/2026

Subject

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

(a) Authorize execution of the First Amendment to the Interlocal Cooperation Agreement between Bexar County and Burnet County for Inmate Services extending the contract term through June 24, 2026; and

(b) Authorize submission of an application for the FY27 Friends of the NRA State Grant Fund in an amount of up to \$5,000, with no County match required, for the Burnet County Sheriff's Office to purchase ammunition.

(Wilson)

Attachments

26 BEXAR COUNTY FIRST AMENDMENT INMATE HOUSING CONTRCT

Friends of NRA State Fund Grant Guidelines _ Friends of NRA

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§
§
§

**FIRST AMENDMENT TO
INTERLOCAL COOPERATION
~~FOR BURNET COUNTY AND BEXAR COUNTY~~
COUNTY AND BURNET COUNTY
FOR JAIL SERVICES**

This First Amendment to the Inter-local Agreement (the "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 BEXAR 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 "BEXAR." BEXAR and BURNET may be collectively referenced herein as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Parties originally entered into the Agreement on September 10, 2024;

WHEREAS, the Parties now desire to revive the Agreement and amend its terms by this First Amendment to extend the Term through June 24, 2026;

NOW THEREFORE, for and in consideration of the premises and mutual agreements hereinafter set forth and other good and valuable consideration, the receipt of which the Parties hereby acknowledge, BEXAR and BURNET agree to the following terms.

ARTICLE I
PURPOSE

- 1.1 The original Term of the Agreement has expired and the Parties intend for this First Amendment to revive the Agreement and extend its Term through June 24, 2026 to provide a lawful basis for payment of BURNET's continued provision of Services following expiration of the Term.

ARTICLE II
AMENDMENT TO THE AGREEMENT

- 2.01 Article 1, Section 2 of the Agreement. Section 2 of the Agreement is deleted and the following is inserted in its place:
- "2. **RENEWAL:** This Agreement will automatically renew and extend through June 24, 2026. Thereafter, this Agreement shall automatically terminate by its own terms and the Parties must negotiate a new agreement if the Parties desire to continue the provision of jail services by BURNET with lawful payment by BEXAR."

ARTICLE III
OTHER TERMS AND CONDITIONS

- 3.01 The Recitals beginning on page 1 of this First Amendment are hereby incorporated by reference as if fully set forth herein. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

3.02 Except as modified by this First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this ____day of____2026.

BEXAR COUNTY, TEXAS

BURNET COUNTY, TEXAS

BY: _____
PETER SAKAI
County Judge

BY: _____

APPROVED AS TO LEGAL FORM:

Name: _____

JOE D. GONZALES
Criminal District Attorney
Bexar County, Texas

Date: _____

BY: _____
LARRY L. ROBERSON
Assistant Criminal District Attorney

APPROVED AS TO FINANCIAL CONTENT:

By: _____
LEO S. CALDERA, CPA, CGAP
County Auditor

By: _____
DAVID SMITH
County Manager

Friends of NRA State Fund Grant Guidelines

The Friends of NRA State Fund Grant Program provides supplies, equipment, and financial support to a variety of qualified groups and programs at the local level; geared towards youth, women, law enforcement, veterans, the disabled, and the general public, including:

- General shooting programs
- Competitive shooting
- Education, training and safety
- Hunting and conservation
- Community outreach

Eligible Organizations

All applying organizations must possess a Federal Employer Identification number (EIN) issued by the Internal Revenue Service and be an/a:

- IRS 501 (c) recognized entity (must submit IRS Determination Letter with application)

or

- Federal, State or local government entity (law enforcement, public school, college)

or

- State recognized nonprofit organization (must submit copy of state nonprofit registration)

Applicants shall not discriminate against any member, person, or other user of its facilities or equipment on the basis of age, race, color, sex, or national origin, or any other class protected by applicable law. Applicants are not required to be members of or have association with the NRA to receive funds under this grant program.

Ineligible Organizations

The following organizations are NOT eligible for grants:

- Labor organizations
- Private businesses and enterprises, including LLCs
- Organizations or groups that do not have a Federal Employer Identification Number (EIN) issued by the Internal Revenue Service
- Friends of NRA State Fund Committees
- Individuals

Organizations or groups which have not completed final report requirements from previously-awarded grants may submit an application. However, no awards will be made until all outstanding requirements have been satisfied.

Eligible Projects and Activities for Funding

Grant funding provided by Friends of NRA State Fund Grant Program must meet all requirements and be used to further a charitable purpose as defined by the Internal Revenue Code under section 501(c)(3) and accompanying rules, regulations, and other IRS law and materials. Eligibility and funding amount are determined by the Friends of NRA State Fund Grant Program

Grant requests must conform to, and foster the purposes in the mission, such as:

- Promote, advance, and encourage firearms, the shooting sports, and hunting safety.
- Educate individuals, including the youth of the United States, with respect to firearms, firearms history, participation in the shooting sports, hunting safety, and marksmanship, as well as with respect to other subjects that are of importance to the well-being of the general public.
- Conduct research in furtherance of improved firearms safety and marksmanship facilities and techniques.
- Support activities of the National Rifle Association of America, to the extent that such activities are in furtherance of charitable, educational, or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code which includes activities that are charitable, educational, or foster National or International sports competition.

Organizations that are not a governmental agency or are not recognized by the IRS as a 501(c)(3) entity:

- Must provide a public benefit equal to or in excess of the amount requested.
 - If you seek funding to conduct a program such as a Women on Target event or support of a youth league, and these programs are open to the public, the public benefit is clear.
 - Public benefit may also be shown by the nature of the qualified group benefiting from the project or activity, for example the Boy Scouts, a school, a local law enforcement agency, a veterans group, or other qualified groups may meet this requirement.
 - Projects or activities that further amateur sports competitions may meet the public benefit requirement.
 - Simply being open to the public, and charging the public for use, does not provide a public benefit.

Ineligible for Grant Funding

The following types of projects or items are among those not eligible for State Fund grant funding:

- Deficit financing
 - i.e. payment for something already purchased, work already started or completed, or reimbursement for an event that has already taken place prior to grant approval by the Grant Program
- Projects for commercial ventures, i.e., private businesses
- Projects that require membership in the NRA or in the applying club or group
- Administrative fees, office overhead, advertising, insurance, postage or other similar charges
- Salaries, stipends, or compensation
- Computers, laptops, televisions
- Multi-year funding of projects
 - Requests must be submitted for consideration each year for that year's costs only
- Raffle items or similar prizes of material value
 - The mission of the Grant Program is to support programs, not fundraising activities. Items are only funded that will be used for a 501(c)(3) purpose as part of a program activity. Prizes, such as trophies, ribbons, certificates, medals, for competitive shooting and other similar activities may be allowable.
- Fundraising or sponsorships for organizations not falling within the mission, to include charity shoots held for those purposes
- Landscaping or related equipment
 - i.e. lawnmowers, tractors, weed eaters, snow blowers, etc.
- Vehicles, such as cars, trucks, off-road vehicles or ATVs
- Duty ammunition for law enforcement
 - Only training ammunition can be funded
- Archery-only requests
 - Archery programs may only be considered if they are part of an overarching shooting program OR part of the National Archery in the Schools Program (NASP) OR part of Scholastic 3-D Archery (S3DA)
- Projects for schools, public or private, that fall under the NRA School Shield Program, such as school security improvements or training for security or school staff

- These must be applied for separately under the NRA School Shield Program
- Projects which are contingent on future funding from the Grant Program to be completed
 - If funds are awarded in one year, there is no guarantee of funding in subsequent years

Frequently Asked Questions

What kinds of projects does the Friends of NRA State Fund Grant Program support?

Grants provide supplies, equipment, and financial support to a variety of programs geared towards youth, women, law enforcement, veterans, the disabled, and the general public, including:

- General Shooting Programs
- Competitive Shooting
- Education, Training and Safety
- Hunting and Conservation
- Community Outreach
- Range Improvement Projects
- Historical Education

Grant funding must be used to further a charitable purpose as defined by the Internal Revenue Code under section 501(c)(3) and accompanying rules, regulations, and other IRS law and materials.

How are grant awards determined?

Applications submitted to the Friends of NRA State Fund Grant Program undergo several rounds of consideration. The Grant Program strives to provide funding to programs that further its mission and that make a difference in the local community. Applications are first considered by the appropriate State Fund Committee. State Fund Committees are composed of volunteers chosen from the individual *Friends of NRA* fundraising committees, and they review applications and make funding recommendations for their regions.

If an application is recommended for funding by the State Fund Committee, it is then sent to the Board of Trustees for final consideration and approval. If approved, the successful applicant will then receive notification of the grant award.

How are grant awards typically disbursed?

In most cases, the Grant Program provides support in the form of program supplies or equipment through its Grant Product Fulfillment Program. The Grant Program works with a number of industry suppliers to provide items needed to operate a variety of programs. In cases where approved requests fall outside of the Grant Product Fulfillment Program, the Grant Program provides direct financial support.

How much does the Grant Program generally award to successful applicants?

The average grant award is approximately \$3,000 - \$5,000, depending on the State Fund.

Grant Eligibility

Does my organization have to be a 501 (c)(3) tax-exempt charity to apply for a grant?

No, you are not required to be a 501(c)(3) organization to be eligible for a Friends of NRA grant. However, all grants must be for a 501(c)(3) purpose and all grant recipients, other than governmental entities, must be formally recognized as nonprofit organizations by their state or by the IRS.

My organization is a members-only club. Am I eligible to submit an application?

Possibly. If you are not a 501(c)(3) and the only users are your members, you may not be eligible. But, if you are a private membership club that also provides access to qualified groups or provides qualified activities, you may be eligible for funding. To be eligible, you would have to provide a substantial public benefit. Equipment granted for events and programs must be for the purpose of providing a benefit to the public. Range improvement projects must also benefit the public, usually via qualifying groups (see letters of public benefit FAQ).

My organization is a government entity (Law Enforcement Agency, Public Range, Public

School, or University). May I still apply for a grant?

Yes, government entities are eligible and may apply for a Friends of NRA grant.

Public Ranges may be eligible to receive additional funds through separate funding from the NRA.

I am affiliated with a Boy Scout Troop, Venture Crew, or Naval Sea Cadet Unit. Is my organization eligible to apply?

Yes, however the process differs depending on the specific organization. Boy Scout **Councils** may apply directly for a grant. However, an application for any individual Venture Crew, Naval Cadet Unit or Boy Scout **Troop**, must come through a sponsoring organization. Sponsoring organizations must meet grant eligibility requirements to receive funding on behalf of your group. In addition, before applying you should check with your parent organization to determine if there are any restrictions on your proposed grant, including restrictions related to any equipment or other items you may request from the Grant Program.

I am an individual person seeking funding from the Friends of NRA Grant Program. May I apply for a grant?

No, the Grant Program does not provide funding to individuals. However, if you are seeking scholarship assistance, the NRA Family offers a variety of scholarship opportunities.

Requesting a Grant from the Friends of NRA Grant Program

What is the deadline to submit my grant application?

Deadlines vary by State Fund Committee. See state deadlines on Friends of NRA Grants webpage.

Which grant application do I need to complete?

There are two types of grant applications. Based on how you answer one of the first questions, the *type of project*, the application software will automatically put you in the correct application.

The General Grant Application is for supplies, equipment, air rifle range supplies and consumables. These are generally in support of an event, educational program, or similar project.

The Range or Capital Improvement Grant Application should be used for requests for permanent improvements to your facility, such as construction projects, road improvements, berm work, and even certain trap machines (commercial grade trap machines are considered to be range improvements). Note that improvements to your overall facility (classrooms, etc.) are also considered to be range improvements.

Completing the Application

What supporting documentation is required to complete the application?

You will need the following pieces of documentation, with additional documents required if applicable.

All Grant Applications:

- *W-9 Form*: An IRS W-9 form must be completed, signed and dated in the past two years.
- *Proof of nonprofit status*:
- *IRS 501(c) Determination letter*, if your organization has a recognized 501(c) IRS
- tax classification *OR*
- *Articles of Incorporation* (if your organization is incorporated) or similar
- governing document(s) *OR*
- *For government agencies, a tax exempt certificate or letter or similar document.*

Grant Catalog ID: all applicants must use the Grant Catalog Request Tool to create your grant request list. Items from the NRA Grant Product Fulfillment Program and all other items, to include range projects, need to use this tool. Once you have created your request, the system will generate a six character alpha numeric ID. This ID will be entered into the application. Please retain this number and keep handy for future use.

Additional Documentation for Range Grant Applications:

- Letters of public benefit from qualifying non-profit entities (at least three).
- Proof of Ownership or Lease for property to which improvements are being made.
- Bylaws
- Financial statement
- Board

I am requesting funds for a range improvement project. The application says I need to provide letters of public benefit. What type of letters do I need to provide?

Range Grant applications require at least three letters of public benefit from qualifying groups i.e., 501(c)(3) organizations such as 4-H or the Boy Scouts, or government entities such as a law enforcement agency. These letters should support the project for which the applying organization is requesting funds and explain how the project is necessary for the group to continue to benefit from the facility.

Letters of public benefit should NOT be letters of thanks for past events or programs, but rather be in support of the project for which you are requesting funds and describe how the letter writer's organization will benefit from the grant.

Letters should be submitted on the supporting organization's letterhead, however if not available, letters should clearly detail the author's organization, position within that organization, and his or her duties. **Letters from for-profit businesses, individuals writing on their own behalf, members of the club or applying organization, or other non-qualifying groups ARE NOT sufficient.**

Submission of letters from non-qualifying groups or individuals could result in a delay of the review of your application. Failure to demonstrate adequate public benefit of your proposal will result in the denial of your application.

Final Reports

Is there a final reporting requirement for grant awards?

Yes. Grant recipients must provide a final report through the online application system detailing the results of the program, number of participants, impact on intended audiences and recognition of Friends of NRA for the award. Final reports are due 30 days after the program end date stated in the initial application, or no later than November 1 of the grant award year, whichever comes first.

My organization has not yet filed a final report from last year. May I still apply for funding for the current cycle?

Yes, you may submit an application; HOWEVER, you must submit all outstanding final reports before your State Fund Committee meets.

Where do I complete my final report?

Final reports are sent to the grant account that was used to submit the original application. Go to the Friends of NRA Grants webpage for links to Final Reports.

Still Have Questions?

Contact the Grant Department at grantprogram@nrahq.org or 703-267-1429

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

Special Session

9.

Meeting Date: 08/13/2026

Subject

Discuss, consider, and take appropriate action regarding the tax rates, including the FY27 Voter-Approval Tax Rate and No-New-Revenue Tax Rate, and the use of fund balance in the proposed FY27 budget, for the following funds:

- a. General Fund;
 - b. County Special Road & Bridge; and
 - c. Debt Service.
- (Wilson)
-

Attachments

20260812_LEVY PROJECTIONS
20260812_Road and Bridge Calculation

Burnet County Commissioners Court
08/13/2026

BURNET COUNTY 2026 -2027 TAX YEAR

			Option 1 - No Tax Increase			Option 2 - A Tax Increase			Option 3 - A Tax Increase		
GENERAL FUND:			NO NEW REVENUE TAX RATES:			LAST YEAR REVENUE TAX RATES:			VOTER APPROVAL TAX RATES:		
				RATE	REVENUE:		RATE	REVENUE:		RATE	REVENUE:
TAXABLE VALUE:	\$11,915,451,406		M&O	0.2385	\$28,418,351.60	M&O	0.2445	\$29,133,278.69	M&O	0.2828	\$33,696,896.58
			DEBT	0.0453	\$5,397,699.49	DEBT	0.0418	\$4,980,658.69	DEBT	0.0453	\$5,397,699.49
FREEZE LEVY:	\$7,692,594										
Total Revenue For General and Debt			M&O, Debt and Freeze			M&O, Debt and Freeze			M&O, Debt and Freeze		
			\$41,508,645.09			\$41,806,531.38			\$46,787,190.06		
ROAD & BRIDGE FUND:											
TAXABLE VALUE:	\$ 11,890,988,690		M&O	0.0460	\$ 5,469,854.80	M&O	0.0460	\$ 5,469,854.80	M&O	0.0478	\$ 5,683,892.59
FREEZE LEVY:	\$ 947,537										
Total Revenue For R&B			M&O and Freeze			M&O and Freeze			M&O and Freeze		
			\$ 6,417,391.80			\$ 6,417,391.80			\$ 6,631,429.59		
TOTAL TAX RATE:			0.3298			0.3323			0.3759		
Total Revenue All			\$47,926,036.89			\$48,223,923.17			\$53,418,619.66		
			This is NOT a Tax Increase			This is a Tax Increase			This is a Tax Increase		
			Judge Recommendation			Requires Public Hearing			Requires Public Hearing		
									Requires Election		

Burnet County Commissioners Court
8/13/2026

FY26 Road & Bridge Distribution							
		FY27	Pct #1	Pct #2	Pct #3	Pct #4	
Estimated Assessment Distribution BCAD			35.27%	16.00%	19.17%	29.56%	100.00%
New R&B Revenue (est)		\$6,417,391.80					
Other Revenue		\$0.00					
	Basis						
50% Revenue Even Distribution or 25%each Pct.	Burnet County Policy	\$3,208,695.90	\$802,173.98	\$802,173.98	\$802,173.98	\$802,173.98	
50% based on current years taxable Value percent	TxTrans Code	\$3,208,695.90	\$1,131,707.04	\$513,391.34	\$615,107.00	\$948,490.51	
This Years Amt			\$1,933,881.02	\$1,315,565.32	\$1,417,280.98	\$1,750,664.48	
Last years Amounts			\$2,457,055.60	\$1,758,156.00	\$1,905,291.70	\$2,236,350.04	
Increase/Decrease			-\$523,174.58	-\$442,590.68	-\$488,010.72	-\$485,685.56	-\$1,939,461.54
Proposed FY27 Budget							
Call for County Road projects	\$2,500,000.00						
TxDOT AFA Agreement	\$300,000.00						
Engineering (CAMPO Project Plan Estimates)	\$200,000.00						
Land Acquisitions	\$1,500,000.00						
Road Equipment	\$500,000.00						
Total	\$5,000,000.00						

FY20 Road & Bridge Distribution

	FY20	Pct #1 34%	Pct #2 15%	Pct #3 21%	Pct #4 30%
New R&B Revenue	120,000.00				
50% Evenly Distributed	60,000.00	15,000.00	15,000.00	15,000.00	15,000.00
50% Based on Valuation	60,000.00	20,400.00	9,000.00	12,600.00	18,000.00
Total New Revenue		<u>35,400.00</u>	<u>24,000.00</u>	<u>27,600.00</u>	<u>33,000.00</u>
Last Yrs Budget		879,329.00	995,740.00	761,304.00	817,613.00
Carry Forward from Auction Proceeds			8,603.00	15,830.00	
FY20 Budget Total		<u>914,729</u>	<u>1,028,343</u>	<u>804,734</u>	<u>850,613</u>

788,904.00

(27,600.00) 3.63%

Compatibility Report for 20260812_Road and Bridge Calculation.xls
Run on 8/12/2026 17:56

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity	# of occurrences
Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	32

Version

Excel 97-2003

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

Special Session

11.

Meeting Date: 08/13/2026

Subject

Discuss, consider, and take appropriate action regarding Burnet County Elected Official salaries for the FY27 proposed budget and authorize publication to the local newspapers, website, and other sources of availability. (Wilson)

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Special Session

16.

Meeting Date: 08/13/2026

Subject

Discuss, consider, and take appropriate action regarding making modifications to the Burnet County Budget Policy:

I. Section VII - Fleet Policies:

1a. Miles

i. Active Law Enforcement (Pursuit Vehicles) - 150,000;

ii. Other Law Enforcement (Command, Bailiff, Investigator, Transport Vehicles) - 175,000; and

II. County vehicles are not permitted to be taken home unless prior approval by Commissioners Court...
(Wilson)

Attachments

Budget Policy - Proposed Fleet Policy

Proposed Burnet County Vehicle Policy in EMPLOYEE_HANDBOOK

Proposed Budget Policy Fleet Policies

Recommended changes to the Burnet County Fleet Policies

VII. Fleet Policies

1. Vehicle replacement funding will be allocated to each department when necessary. Vehicle replacement recommendations will include the following criteria:
 - a. Miles
 - i. Active Law Enforcement (Pursuit Vehicles – **Patrol, Bailiff, Patrol Pool**) – at **125,000 miles goes on replacement list for next fiscal year.**
 - ii. Other Law Enforcement (Command, Investigator, Transport Vehicles, **Administrative Pool**) – **150,000 or 8 years.**

Burnet County
Personnel Policies & Employee Handbook

2.05 POLITICAL ACTIVITY

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

2.06 WORKING HOURS

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

2.07 OVERTIME WORK

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

2.08 WORK BREAKS

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

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

2.09 PROOF OF AUTOMOBILE LIABILITY INSURANCE

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

2.10 DRUG AND ALCOHOL POLICY: DRUG FREE WORKPLACE REQUIREMENTS

PURPOSE

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

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

7.05 COUNTY TELEPHONES

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

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

7.06 COUNTY VEHICLE USAGE

Part 1 — General Guidelines (All Employees)

The Commissioners Court has sole authority to authorize individuals to operate a county vehicle. Any individual operating a County vehicle must have a valid Texas Driver's License with the appropriate designation for the vehicle type they are operating. Any change in Driver's License Eligibility must be reported to the individual's supervisor immediately.

All county-owned vehicles shall be parked overnight at a county facility at the end of each working day, unless prior authorization has otherwise been granted by the elected official or department head to which the vehicle is assigned/controlled. Such authorization is subject to yearly review and approval by the Burnet County Commissioners Court.

Vehicles shall be used for work-related duties only. If a county vehicle has been authorized to be taken home or to a travel location overnight, such vehicle may also be used to transport the county employee, county official, and/or an elected official to and from work. County-owned vehicles may not be used otherwise, except in an emergency, or for trips completely incidental to County employment while driving to and from a County-related job [siteactivity](#).

Any use of a County-owned vehicle for commuting shall be treated as a fringe benefit that is taxable income in accordance with Internal Revenue Commuting Valuation Rules.

A. Personal Use

1. At no time may a County vehicle be used for personal gain, personal business, to drive to a place of secondary or part-time employment not related to County business, or for any other non-County-related use.
2. County vehicles may not be used as tow vehicles, unless it is for official County business.

B. Authorized Passengers Authorized passengers in County vehicles are: (a) individuals in the care and custody of a law enforcement official; (b) County employees or approved volunteers; (c) non-employee individuals if riding on County-related business; and (d) any person in need of transport due to an emergency.

C. Liability In the event of an accident involving a County-owned vehicle being used by a County elected official/employee for personal reasons, the County elected official/employee will be fully liable for all damage and/or

injuries sustained to all parties in the accident.

D. Compliance with Law All drivers of County-owned vehicles, and those using their personal vehicles on County business, shall comply with all applicable State and local laws. It shall be the responsibility of the driver to pay any fines imposed for not complying with such laws.

E. Texting While Driving Federal law prohibits any CDL driver operating any vehicle over 10,000 GVWR from texting, with fines and penalties up to and including loss of CDL. Burnet County expressly prohibits anyone operating a County-owned vehicle from texting, with penalties up to and including loss of employment.

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

Part 2 — Take-Home Vehicle Policies

2.1 Peace Officers

A. Definition For purposes of this Section 2.1, "Peace Officer" means an individual holding an active Texas peace officer license in good standing.

B. Fleet Policy Requirement The Burnet County Sheriff and the Burnet County Constables with Deputies shall provide a Fleet Policy to the Commissioners Court by October 1st of each year for acceptance by the Commissioners Court. This policy will include, at a minimum:

1. The maximum miles outside of the County authorized for take-home vehicles; and
2. Procedures for reimbursement to the County for use of County vehicles for private law enforcement work.

The Burnet County Constables with Deputies may adopt the Burnet County Sheriff's Office Fleet Policy or may submit their own Fleet Policy for acceptance by the Commissioners Court.

C. Eligible Positions Take-home vehicle eligibility for Peace Officers is governed entirely through the Fleet Policy process in 2.1(B) above; the eligible-positions list process in Section 2.2(A) below does not apply to Peace Officer positions.

2.2 All Other Employees

A. Eligible Positions All other Elected Officials or Department Heads who have County vehicles purchased/assigned to their department shall provide a list of eligible positions for take-home vehicles to the Commissioners Court by October 1st of each year for approval. The Burnet County Commissioners Court has final authority on whether a vehicle can be routinely taken home overnight.

7.06 — COUNTY VEHICLE USAGES — GENERAL GUIDELINES

All county owned vehicles must shall be parked overnight at a county facility at the end of each working day unless prior authorization has otherwise has been granted by thetheir elected official or department head to which the vehicle is assigned/controlled. Such authorization is subject to yearly review and approval by the Burnet County Commissioners Court.

Vehicles may shall be used only for work-related duties only. If a county vehicle has been authorized to be taken home or to a travel location overnight, such vehicle may also be used to transport the county employee, county official, and/or an elected official and, if authorized, to drive to and from work. County

Burnet County
Personnel Policies & Employee Handbook

~~owned. Vehicles may not be used for no other purpose otherwise, except in an emergency, or for trips completely incidental to County employment while driving to and from a County-related job site.~~

~~Outside of a law enforcement employee/elected official, if an elected official/employee uses a County vehicle to commute to and from their primary residence, said use shall be treated as a fringe benefit use of said vehicle may be included that is as taxable income of the elected official/employee in accordance with Internal Revenue Commuting Valuation Rules.~~

~~The Commissioners Court has sole authority to authorize individuals to operate a county vehicle outside of law enforcement individuals. No person, including those in law enforcement, must possess a valid Texas Driver's License to operate a county vehicle. No person may operate a commercial county vehicle without a valid Texas CDL authorizing operation of said vehicle. Only County elected officials/employees, duly commissioned reserve officers authorized by the County Sheriff or Constable, or officers assigned to special operations and/or task force units approved by Commissioners' Court, are authorized to drive a County vehicle. A list of duly commissioned reserve officers authorized by the County Sheriff or Constable to drive a County vehicle shall be maintained by the respective department head/elected official and a copy kept by the Human Resources Office.~~

~~[A.] purchased/ The Burnet County Commissioners Court has final authority on whether a vehicle can be routinely taken home overnight outside of law enforcement. Personal Use~~

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

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~~[2.] Law Enforcement vehicles may be used for special events provided the County is reimbursed at a rate approved annually by Commissioners' Court.~~

~~[3.] County vehicles may not be used as tow vehicles, unless it is for official County business.~~

~~[B.] Allowed Authorized passengers in County vehicles are: a) individuals anyone in the care and custody of a law enforcement official; b) County employees; c) a non-employee individuals if riding on County-related business; and d) any person in need of transport due to an emergency.~~

~~[C.] In the event of an accident involving a County owned vehicle being used by County elected official/employee for personal reasons, the County elected official/employee will be fully liable for all damage and/or injuries sustained to all parties in the accident.~~

~~[D.] All drivers of County owned vehicles, and those using their personal vehicles on County business, shall comply with all applicable State and local laws. It shall will be the responsibility of the driver to pay any fines imposed for not complying with such laws.~~

~~[1.] **Federal Law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL.**~~
Burnet County expressly prohibits anyone operating a County owned vehicle from texting with penalties, up to and including loss of employment.

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

7.07[7.06] UNIFORM POLICY

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

7.08[7.07] USE OF COUNTY CASH FUND

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

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

7.09[7.08] USE OF SIGNATURE STAMP

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

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

11.00 – TRAVEL EXPENSES

11.01 ELIGIBILITY

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

11.02 TRANSPORTATION COST

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

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

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

11.03 LODGING COST

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

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

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

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

11.04 MEALS

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

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

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

I. Fleet Policies

1. Vehicle replacement funding will be allocated to each department when necessary. Vehicle replacement recommendations will include the following criteria:
 - a. Miles
 1. Active Law Enforcement (Pursuit Vehicles) - ~~150,000~~125,000
 11. Other Law Enforcement (Command, Bailiff, Investigator, Transport Vehicles) - ~~175,000~~150,000
 111. All other Departments - 175,000
 - b. Maintenance, records shall be kept by department heads and reviewed during the budget process
 - c. No vehicle may be decommissioned without prior authorization of the Commissioners Court.
 - d. Vehicles will be assigned their classification in the inventory. No changes in classification will be made without prior approval from the Commissioners Court.
2. County vehicles are not permitted to be taken home ~~unless~~ without prior approval by the Commissioners' Court ~~and is~~ in compliance with the Burnet County Personnel Policy.

A. The Burnet County Sheriff and the Burnet County Constables with Deputies shall provide a Fleet Policy to the Commissioners Court by October 1st of each year for acceptance by the Commissioners Court. This policy will include, at a minimum:

1. The maximum miles outside of the County authorized for take-home vehicles; and
2. Procedures for reimbursement to the County for use of County vehicles for private law enforcement work.

B. The Burnet County Constables with Deputies may adopt the Burnet County Sheriff's Office Fleet Policy or may submit their own Fleet Policy for acceptance by the Commissioners Court.

C. Eligible Positions All other Elected Officials or Department Heads who have County vehicles purchased/assigned to their department shall provide a list of eligible positions for take-home vehicles to the Commissioners Court by October 1st of each year for approval. The Burnet County Commissioners Court has final authority on whether a vehicle can be routinely taken home overnight.

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

Special Session

17.

Meeting Date: 08/13/2026

Subject

Discuss, consider, and take appropriate action regarding making modifications to the Burnet County Personnel Policy & Employee Handbook:

(a) 7.06 County Vehicles Usages - General Guidelines - Commute vehicles policies and rules.
(Wilson)

Attachments

Pages_from_EMPLOYEE_HANDBOOK

Burnet County
Personnel Policies & Employee Handbook

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

7.05 COUNTY TELEPHONES

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

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

7.06 COUNTY VEHICLE USAGES – GENERAL GUIDELINES

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

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

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

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

A. Personal Use

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

Burnet County
Personnel Policies & Employee Handbook

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

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

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Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

Bryan Wilson
County Judge

Chad Collier
Precinct 3

Joe Don Dockery
Precinct 4

Special Session

18.

Meeting Date: 08/13/2026

Subject

Acknowledgment of Receipt:

(a) ESD7 Resolution Regarding ONCOR Transmission Lines.
(Wilson)

Attachments

ESD7 Resolution



Filing Receipt

Filed Date - 2026-08-04 11:48:03 AM

Control Number - 59475

Item Number - 6428

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
 §
COUNTY OF BURNET §

The undersigned officer of the Board of Commissioners of Burnet County Emergency Services District No. 7 hereby certifies as follows:

1. The Board of Burnet County Emergency Services District No. 7 ("District") convened in special session on the 8th day of June 2026, at 401 E. Jackson Street, Burnet, Texas, and the following officers and members of the Board:

John Smallwood	-	President
Clayton Smith	-	Vice President
Jill Kayser	-	Secretary
Brenda Goble	-	Treasurer
Barbara Postel	-	Assistant Treasurer/Secretary

were present, except Commissioner(s) All Present, thus constituting a quorum. Among other business, a:

RESOLUTION REGARDING ONCOR TRANSMISSION LINES

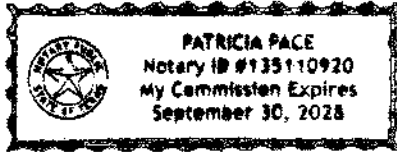
PUC Docket No. 59475

was introduced for the consideration of the Board. It was then moved and seconded that the Resolution be adopted, and, after discussion, the motion prevailed and carried by majority vote.

2. A true, full and correct copy of the Resolution adopted at the meeting described above is attached to this certificate. The Resolution has been recorded in the District's minutes of the meeting. The persons named in the paragraph above are the duly chosen, qualified and acting officers and members of the Board as indicated in paragraph 1. Each of the officers and members of the Board was notified officially and personally, in advance, of the time, place and purpose of the Board meeting and that the Resolution would be introduced and considered for adoption at the meeting. Each of the officers and members consented, in advance, to holding the meeting for such purpose. The meeting was open to the public as required by law, and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the 18 day of June 2026.

(SEAL)

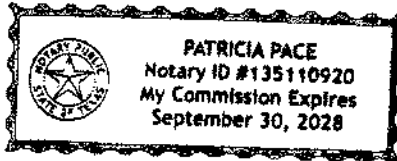


Jill Kayser
Jill Kayser, Secretary
Board of Commissioners

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on the 18 day of June 2026, by Jill Kayser, Secretary of the Board of Commissioners of Burnet County Emergency Services District No. 7, on behalf of the District.

(seal)



Patricia Pace
Notary Public Signature

RESOLUTION REGARDING ONCOR TRANSMISSION LINES
PUC Docket No. 59475

STATE OF TEXAS §
 §
COUNTY OF BURNET §

WHEREAS, Burnet County Emergency Services District No. 7 ("District") is a duly organized emergency services district providing fire protection, emergency medical response, rescue services, and hazardous materials response to residents and landowners within its boundaries in Burnet County, Texas, pursuant to Chapter 775 of the Texas Health and Safety Code; and

WHEREAS, the Public Utility Commission of Texas ("PUC") and the State Office of Administrative Hearings ("SOAH") are presently considering PUC Docket No. 59475, the joint application of Oncor Electric Delivery Company LLC and LCRA Transmission Service Corporation for Certificates of Convenience and Necessity for the Bell County East to Big Hill 765-kV Transmission Line Project ("Project"), which proposes to route a high-voltage transmission line of over 200 miles through Burnet County; and

WHEREAS, every route segment proposed for Burnet County would place 765-kilovolt transmission structures up to approximately 198 feet in height at approximately 1,000-to-1,300-foot intervals across Burnet County, through rural ranch land, river bottomland, and active agricultural properties; and

WHEREAS, the District serves a significant portion of Burnet County and the Project is proposing to run through a portion of the District; and

WHEREAS, Burnet County and the surrounding Texas Hill Country are subject to frequent and severe drought conditions, as recognized by the Texas A&M AgriLife Extension Service, the Texas Water Development Board, and the United States Drought Monitor; the District's service area is subject to active burn bans on a recurrent and sustained basis; and

WHEREAS, transmission lines are a documented cause of wildfire ignition, including through conductor arcing, downed line contact with dry vegetation, equipment failure, and corona discharge, ignition mechanisms that are substantially more dangerous under drought conditions such as those that characterize the Texas Hill Country; and

WHEREAS, the rural character of the District's service area means that emergency response times for fire, medical, and rescue events are necessarily longer than in urban and suburban settings, a geographic reality that reflects the landscape the District serves, and specific characteristics of the proposed Project corridor would compound those challenges, including: the presence of multiple properties with single road access points that become impassable during flash flood events documented as recurring in the North San Gabriel River corridor; the potential for heavy construction equipment and staging areas to obstruct access routes upon which emergency vehicles depend; and the potential for tower foundation activities and vegetation clearing to impede

access to the interior portions of large ranch properties that emergency personnel must be able to reach; and

WHEREAS, the Application filed by Oncor and LCRA does not include a construction-phase emergency access or wildfire safety plan developed in coordination with the affected emergency services districts in Burnet County; does not address specific wildfire ignition risks associated with multi-year high-voltage transmission line construction in a recurring drought and burn ban environment; does not commit to pre-construction notification protocols for affected emergency services districts; and does not identify how Oncor's vegetation management practices within the proposed easement will be implemented consistently with wildfire risk reduction standards in Burnet County; and

WHEREAS, the District's Board of Commissioners finds that the public safety risks associated with the construction and permanent operation of the proposed Project through the District's service area are real and inadequately addressed in the Application, and that those risks, standing alone, constitute sufficient grounds to oppose the approval of the Project through Burnet County in its current form.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BURNET COUNTY EMERGENCY SERVICES DISTRICT NO. 7 AS FOLLOWS:

Section 1. Findings Adopted. The Board of Commissioners ("Board") of Burnet County Emergency Services District No. 7 hereby adopts the findings set forth in the recitals above as true and correct and part of this resolution.

Section 2. Opposition to the Project. The Board formally and unanimously opposes the approval of any Certificate of Convenience and Necessity for the Bell County East to Big Hill 765-kV Transmission Line Project that would route the proposed line through Burnet County, and specifically, through the District's service area. The Board finds that the construction and permanent operation of this Project in the District's service area presents unacceptable public safety risks, including elevated wildfire ignition risk during drought and burn ban conditions, and compounded access challenges for emergency response during a multi-year construction period, that have not been adequately evaluated or mitigated in the Application as filed. The Board asks the PUC to decline to approve any route that traverses the District's service area.

Section 3. Mandatory Safety Conditions If the Project Is Ultimately Approved. The Board recognizes that the final decision on this Project rests with the PUC, not with the Board. In the event the PUC approves a route that traverses the District's service area, notwithstanding the District's opposition, the District asks the PUC to impose the following conditions as mandatory requirements of any Certificate of Convenience and Necessity ("CCN") granted, with non-compliance constituting grounds for suspension or revocation of the CCN:

(a) Construction-Phase Emergency Access Plan.

Prior to any ground-disturbing activity within Burnet County, the Applicants shall develop and submit to the District a comprehensive construction-phase emergency access plan, prepared in direct coordination with the District. That plan shall, at minimum: identify each access route to be used during construction, including any that may be temporarily

obstructed by construction equipment or staging; identify each property within the Project corridor that has a single access point or limited wet-weather access and establish alternative emergency access protocols for those properties during the construction period; establish a real-time communication protocol between the construction project manager and the District so that the District is promptly notified of any road closures, access restrictions, or conditions affecting emergency response; and identify on-site fire suppression equipment and personnel requirements for each active construction location during periods when a county burn ban is in effect or when a Red Flag Warning has been issued for Burnet County.

(b) Wildfire Safety and Ignition Prevention Plan.

Prior to any ground-disturbing activity within Burnet County, the Applicants shall develop and submit to the District a wildfire safety and ignition prevention plan for the Burnet County corridor, prepared in coordination with the District and the Texas A&M Forest Service. That plan shall address: the suspension or modification of construction operations during active burn bans and Red Flag Warning conditions; vegetation clearing, mulching, and disposal practices within and adjacent to the proposed 200-foot easement, consistent with the District's adopted fire code and with wildfire fuel management standards applicable to the Texas Hill Country; equipment spark arrestor and fire-watch requirements; worker fire response training; and post-construction permanent easement vegetation management standards consistent with wildfire risk reduction in a recurring drought environment.

Section 4. Transmittal. The Secretary of the Board is directed to transmit a certified copy of this Resolution to the PUC and any other persons or entities the District deems necessary or advisable.

ADOPTED this 8th day of June 2026.

BURNET COUNTY EMERGENCY SERVICES
DISTRICT NO. 7



John Smallwood, President
Board of Commissioners

ATTEST:



Jill Kayser, Secretary
Board of Commissioners