

HIGHLAND LAKES SUB-REGIONAL PLANNING COMMISSION INTERLOCAL AGREEMENT AND ARTICLES OF FORMATION

This Agreement is made and entered into by and between Burnet County, a Texas County acting by and through its Commissioners Court; the City of Burnet, a Texas home rule municipal corporation acting by and through its City Council; and the City of Marble Falls, a Texas home rule municipal corporation acting by and through its City Council, for the purposes ascribed below.

RECITALS:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments to “contract to the greatest extent possible with one another”; and

WHEREAS, Texas Local Government Code Chapter 391 authorizes local governments to, inter alia, join and cooperate to improve the health, safety, and general welfare of their residents; and

WHEREAS, The Burnet County Highland Lakes Sub-Regional Planning Commission was established by Burnet County Commissioners Court Resolution adopted on February 24, 2026; and

WHEREAS, the Burnet City Council approved the creation of, and joined, the Burnet County Highland Lakes Sub-Regional Planning Commission by Resolution No. R2026-11, adopted on February 24, 2026; and

WHEREAS, the Marble Falls City Council approved the creation of, and joined, the Burnet County Highland Lakes Sub-Regional Planning Commission by Resolution No. 2026-R-04C, adopted on April 7, 2026.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and commitments made herein, the Parties agree as follows:

Article One. Authorization.

This Agreement is authorized under the statutory laws and Constitution of this State, the Burnet City Charter, and the Marble Falls City Charter. Specifically, without limitation, this Agreement is authorized under Texas Government Code Chapter 791; and Texas Local Government Code Chapter 391.

Article Two. Purpose.

The purpose of this Agreement is to: (i) memorialize the mutual intention of the Parties to establish the Commission for the purposes expressed in Burnet County Commissioners Court Resolution dated February 24, 2026; the Burnet City Council Resolution No. R2026-11; (ii) establish these Articles of Formation to provide guidance as to the Commission’s governance, function, and related matters; and (iii) expand the membership of the Commission to include the City of Marble Falls.

Article Three. Definitions.

The text set out in italics (*italics*) shall have the meanings that follow:

Agreement shall mean this Highland Lakes Sub-Regional Planning Commission Interlocal Agreement and Articles of Formation.

Board or *Board of Directors* shall mean the governing body appointed to manage, supervise, and control the affairs of the Commission.

Board Member shall mean a representative appointed to serve on the Commission's Governing Board.

Commission shall mean the Highland Lakes Sub-Regional Planning Commission.

Party shall mean a local government unit that is a signatory to this Agreement; and *Parties* shall collectively mean all local government units that are signatories to this Agreement.

Region shall mean, in accordance with Texas Local Government Code Section 391.102 (3), the geographical boundaries of Burnet County.

Texas Open Meetings Act means the law codified as Texas Government Code Chapter 551 (entitled "Open Meetings").

Texas Public Information Act means the law codified as Texas Government Code Chapter 552 (entitled "Public Information").

Article Four. Effective Date.

This Agreement shall be effective as of the date so designated below.

Article Five. The Commission.

5.1 Purpose and Authority. The Commission is created for all purposes enumerated in Texas Local Government Code, Chapter 391, including specifically, without limitations, section 391.001, therein. The Commission shall have all authority delegated under authority of Texas Local Government Code, Chapter 391, including specifically, without limitations, section 391.005, therein, restated as follows:

- coordinate planning and development efforts relating to all transportation matters, including all major highways, corridors, streets, thoroughfares, traffic and transportation studies, bridges, parks, recreation sites, public utilities, land use, water supply, sanitation facilities, drainage, public buildings, open spaces, and other items affecting the respective jurisdictions and residents of the sub-region; and
- study, research, and plan for the expanding population of the sub-region, including the transportation needs and issues of the sub-region; and
- protect and preserve the health, mental health, safety, and general welfare of their residents and sub-region; and
- guide and plan for future development of communities and affected areas within the sub-region as it pertains to all transportation, agriculture, business, and industry needs while providing healthful surroundings for family life in residential areas, preserving historical and cultural values; and
- coordinate and assist state agencies in the above planning efforts with all necessary federal agencies as provided or required by federal statutes and state agencies according to the Texas Local Government Code; and
- solicit funds to support and further the purposes of the Commission; and

- coordinate with other local government entities and non-profit agencies to promote planning, improved services and promote local control.

5.2. The Board of Directors. The Commission shall be governed by a Board, which shall manage, supervise and control the business and affairs of the Commission as provided by law or this Agreement. The Board shall be subject to the following:

5.2.1 Authority. The Board shall be vested with the powers possessed by the Commission itself, including the powers to determine the policies of the Commission and prosecute its purposes, to appoint and remunerate agents and employees, to establish and manage the budget, if any, of the Commission, to solicit and disburse the funds of the Commission, and to adopt such rules and regulations for the conduct of its business as shall be deemed advisable.

5.2.2 Composition. The Board shall be comprised as follows:

- Voting members. There shall be six (6) voting Board Members. Two voting Board Members shall be appointed by the Burnet County Commission's Court; two voting Board Members shall be appointed by the Burnet City Council; and two voting Board Members shall be appointed by the Marble Falls City Council.
- Ex officio members. Members of the Texas Legislature who represent a district located wholly, or partially, within the geographic boundaries of the Commission shall be offered an ex officio, nonvoting membership on the Board.

5.2.3 Qualifications. Voting Board Members appointed by any governmental entity must be serving as an elected official of that entity on the day of appointment and must retain their elected office for the entirety of their service on the Board. In the event a member of the Board that is appointed by a governmental entity shall lose their elected office for any reason, that person shall immediately forfeit their service on the Board and the respective governing body shall take action to appoint a replacement as soon as practical.

5.2.4 Term of service. Board Members shall serve until either: (i) they are removed by their respective governing bodies, or (ii) they are no longer qualified to hold office as provided for in Section 5.2.3.

5.2.5 Removal. Voting Board Members serve at the pleasure of the respective governing body who appointed them. Said appointees may be removed from their appointment by the governing body who appointed them with, or without, cause.

5.2.6 Resignation. Any Board Member may resign at any time by giving written notice to the President of the Board. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the President of the Board.

5.2.7 Officers. The Board shall select a President and Vice President, selected from its members. The Board shall have such other officers and assistant

officers as the Board may from time to time deem necessary to perform duties prescribed from time to time by the Board.

- The President shall be the chief executive officer and parliamentarian of the Board and, subject to the overall guidance and supervision of the Board, give active direction to and have control of the business and affairs of the Commission. He or she may sign any instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, or by this Agreement, or by statute to some other officer, or agent of the Commission; and in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.
- The Vice President shall perform the duties of the President in the event of his or her inability or refusal to act, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Board.

5.2.8 Bylaws. The Board, with the approval of the Burnet County Commissioners Court, may adopt bylaws, to direct the appointment and removal of officers, adopt rules of order, provide rules and procedures for appointing advisory committees in accordance with the Texas Open Meetings Act; and provide guidance for the conduct of meetings; provided such Bylaws comply with the terms of this Agreement.

5.3. Meetings.

5.3.1 Deliberation and action. The Board shall not deliberate or act on any business outside a regular or special meeting as required in this section. Each Board Member shall have one vote. Except as otherwise expressly required by law, or this Agreement, the affirmative vote of a majority of the members present at any meeting of the Board at which a quorum is present shall be the act of the Board.

5.3.2 Meetings. The Board will hold regular monthly meetings for the purpose of transacting business, unless otherwise decided by a majority of the Board. The Board may establish in its Bylaws procedures for conducting regular and special meetings. The President of the Board may cancel, or reschedule, any regular monthly meeting when he/she determines there is insufficient business to warrant calling a meeting and/or when he/she determines doing so to be in the best interest of the Board. Special meetings of the Board may be called at the direction of the President of the Board or by two Board Members then in office, to be held at such time, day, and place as shall be designated in the notice of the meeting.

5.3.3 Open Meetings. The Board shall comply with the Texas Open Meetings Act, and shall provide the public with notice of all regular or special meetings by posting notices in accordance with said Act.

5.3.4 Quorum. A majority of the members shall constitute a quorum for the transaction of business at any meeting of the Board, except, if less than a quorum of members is present at such meeting, the President, or two members of the Board present, may, as authorized by Texas Government Code Section 551.0411, recess the meeting to the following day without further notice being required.

5.3.5 Remote Meetings. Meetings may be conducted by teleconference or other electronic means as permitted by the Texas Open Meetings Act.

5.4 Information. To the extent required by law the Commission shall comply with the Texas Public Information Act.

5.5 Contracts, Checks, Deposits and Funds.

5.5.1 Contracts. The Board may authorize the President of the Board to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Commission, and such authority may be general or confined to specific instances.

5.5.2 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Commission, shall be signed by the President and countersigned by another Board Member.

5.5.3 Deposits. All funds of the Commission shall be deposited from time to time to the credit of the Commission in such bank(s), trust companies or other depositories as authorized for use by Burnet County or the City of Burnet, in accordance with the Public Funds Investment Act. Any monies received by or from the Commission shall be the property of the Commission and shall be used solely in furtherance of the Commission's purposes as the Board may from time to time determine.

5.5.4 Gifts and Funds. The Board may accept, on behalf of the Commission, any contribution or gift from a participating governmental unit which appropriates funds to the Commission for the costs and expenses required in the performance of its purpose. The Commission may also apply for, contract for, receive, and expend for its purposes a grant or funds from a participating governmental unit or another private source.

5.6 Records. The Commission shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and shall keep at the Commission's place of business a record giving the names and addresses of the members of the Board.

Article Six. Findings. The recitals contained in the preamble of this Agreement are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the Parties.

Article Seven. Amendment. This Agreement may be amended by a simple majority of the Parties; as evidenced by the approval of such amendment by the governing bodies of said Parties.

Article Eight. Current Revenue. Pursuant to Texas Government Code Section 791.011 (d)(3) any funds spent by any Party under this Agreement shall be from currently available revenue to the Party.

Article Nine. Term. Pursuant to Texas Government Code Section 791.011(k), this Agreement shall remain in effect until the tenth anniversary after its effective date; and shall automatically renew for successive one-year periods unless terminated by either Party.

Article Ten. Withdrawal and Termination. In accordance with Texas Local Government Code Section 391.015 (entitled "withdrawal from the Commission") any Party may terminate its participation in this Agreement at any time, by majority vote of its governing body. In the event that such termination leaves only one governmental unit this Agreement shall be terminated.

Article Eleven. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Article Twelve. Notices. Any notice, statement, and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

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

Burnet: City of Burnet
Attn. David Vaughn
P.O. Box 1369
301 East Jackson
Burnet, Texas 78611

Marble Falls: City of Marble Falls
Attn. Caleb Kraenzel
800 Third Street
Marble Falls, Texas 78654

Article Thirteen. Authority. The person executing this Agreement on behalf of the respective Parties each represents that he/she has the power and authority to do so and to bind his/her principal to the terms of this Agreement, as evidenced by order, resolution, or ordinance of each governing body.

Article Fourteen. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.

Article Fifteen. Exhibits. Any document reference as an Exhibit herein is attached hereto and is incorporated in its entirety for all purposes.

Article Sixteen. Entire Agreement. This Agreement, including exhibits hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

IN WITNESS WHEREOF, this Agreement shall be effective as of the 14th day of April 2026.

BURNET COUNTY:

By: _____
Bryan Wilson, County Judge

ATTEST:

Vicinta Stafford, County Clerk

CITY OF MARBLE FALLS:

By: _____
John Packer, Mayor

ATTEST:

Christina McDonald, City Secretary

CITY OF BURNET

By: _____
Gary Wideman, Mayor

ATTEST:

Maria Gonzales, City Secretary